



New Hampshire Council on Resources and Development (CORD) Meeting

Date: Thursday, January 11, 2024
Time: 3:00-4:00 P.M.
Location: Department of Business and Economic Affairs
Kinsman Conference Room
100 N. Main Street
Concord, NH 03301

FINAL AGENDA

I. ROLL CALL AND INTRODUCTIONS

II. MINUTES

- A. Approval of December 14, 2023, draft minutes

III. LAND & COMMUNITY HERITAGE INVESTMENT PROGRAM (LCHIP)

- A. Ben Engel, Land Conservation Specialist, NH Land & Community Heritage Investment Program (LCHIP). Request for distribution of Community Conservation Endowment monitoring funds.

IV. LAND CONSERVATION INVESTMENT PROGRAM (LCIP)

- A. Steve Walker, Director Conservation Land Stewardship Program (CLSP) review and request re-authorization of Memorandum of Agreements (MOA) for the Land Conservation Endowment (LCE) monitoring program.

V. SURPLUS LAND REVIEW

- A. SLR 2024-001 Lebanon-
NH Department of Transportation (NHDOT) proposes to sell four parcels of land for a total of 8.45 acres to the City of Lebanon, an abutter, for river buffer and recreation purposes per RSA 228:57. The property is known as the Westboro Rail Yard located along the Connecticut River in the City of Lebanon.
- B. SLR 2024-002 Antrim/Bennington-
NH Department of Natural and Cultural Resources (DNCR)-Requests an amendment of an existing easement with the Towns of Antrim and Bennington. The expansion is to install a new water line under an existing rail trail to a new water filter facility and improve access to the facility. The expansion would become part of the permanent easement. The property is located off Balch Farm Road in Bennington

VI. OTHER BUSINESS

- A. Next Meeting: **March 7, 2024, from 3:00 to 4:00 P.M.**

II. MINUTES

A. Approval of December 14, 2023, draft minutes



New Hampshire Council on Resources and Development

DRAFT MINUTES – December 14, 2023

MEMBERS PRESENT

- Joseph Doiron, Department of Business and Economic Affairs, Designee for Commissioner Caswell
- John Martin, Designee, NH Department of Health and Human Services
- Mark Doyle, Designee, Department of Safety (Joined at 3:12 PM)
- Jack Ruderman, Designee, NH Housing Finance Authority
- Allen Wyman on behalf of Shawn Jasper, Designee, Department of Agriculture
- Jared Nylund, Designee, NH Department of Administrative Services
- Patrick Hackley, Designee, NH Department of Natural and Cultural Resources
- Shawn Jasper, Designee, Department of Agriculture
- Stephen Labonte, Designee, NH Department of Transportation
- Betsey McNaughten, Designee, NH Fish & Game

MEMBERS ABSENT

- Taylor Caswell, Chair, Department of Business and Economic Affairs
- Amy Clark, Designee, Department of Education

OTHER PARTICIPANTS

- Stephanie N. Verdile, NH Office of Planning and Development (CORD Staff)
- Ken Gallager, NH Office of Planning and Development
- Allen Brooks, CORD Attorney, Attorney General’s Office
- Steve Walker, NH Conservation Land Stewardship Program
- Charlotte Harding, NH Conservation Land Stewardship Program

ROLL CALL AND INTRODUCTIONS

The meeting was opened at 3:03 P.M. by Acting Chair Doiron.

MINUTES

A. Approval of October 12, 2023, draft minutes

Draft October 12, 2023, minutes were reviewed, and some minor changes were made.

MOTION: *On a motion by Mr. Nyland, seconded by Mr. Martin, the October 12, 2023, minutes were approved as amended by a majority vote in favor. Mr. Labonte, Ms. McNaughten, and Mr. Jasper abstained due to not being present at that meeting.*

I. LAND & COMMUNITY HERITAGE INVESTMENT PROGRAM (LCHIP)

A. Nothing at this time.

51 **II. LAND CONSERVATION INVESTMENT PROGRAM (LCIP)**

52
53 **A. Steve Walker, Director Conservation Land Stewardship Program (CLS)**
54 **annual presentation *Monitoring & Status Updates of Land Interests***
55 ***Acquired through the NH Conservation Investment Program for Fiscal Year***
56 ***2023.***
57

58 Mr. Walker provide a brief overview of the report that was contained in the meeting packet and
59 was very self-explanatory. The report provides background information on the Land
60 Conservation Investment Program, a listing of all lands and interests in lands subject to
61 the monitoring provisions of the statute, summaries of monitoring activities for the protected
62 lands, and a financial accounting summary of the funds in the Land Conservation Endowment
63 for the most recent fiscal year. He also went over the program history and invited CORD
64 members to come and visit to learn more about their operations.

65 Mr. Walker then answered questions from CORD members about fee-owned state properties
66 and whether they are still being checked for activity on those.

67 For fee-owned properties, which are reported on by their respective fee owners (State
68 Agencies), Mr. Walker may get involved is when there is a request made by the fee-owner
69 agency to his office and they would provide an opinion regarding a particular matter that is being
70 under consideration for that property. It is not a legal opinion though, as Mr. Walker
71 underscored, and it only happens very seldom.

72 There was back and forth about the reporting on the management of fee-owned state properties
73 which was made clear is only done to CORD and not to Conservation Land Stewardship
74 Program (CLSP), which only aggregates those reports to CORD in its final report.

75 There was another discussion about the level of detail in those reports from agencies and the
76 process of submitting those reports to CLSP.

77 Mr. Walker also talked about the tour of some properties under CLSP care he did with Mr.
78 Jasper, and Mr. Jasper and Mr. Doiron encouraged other members to take the opportunity and
79 go on a similar tour with Mr. Walker.

80 Mr. Walker also commended his colleague Ms. Harding on doing an excellent job since she
81 joined the program. Mr. Doiron thanked both Mr. Walker and Ms. Harding for doing a great job
82 running the program.

83 Mr. Walker spoke about the Land Conservation Endowment and he thought any new additions
84 made to it should be very transparent and that CORD needs to have all the paperwork
85 submitted to them related to those additions. He said the latest addition was for Dundee Forest,
86 which is a forest legacy property, through Department of Natural and Cultural Resources, and
87 the amount is \$45,000. Mr. Walker then circulated the paperwork related to that endowment
88 addition to CORD members.

89
90 **SURPLUS LAND REVIEW**

91
92 **Nothing at this time.**
93

94
95 **OTHER BUSINESS**

96
97 **A. Board on Geographic Name Change (BGN) - Ken Gallager, Principal Planner, Office of**
98 **Planning and Development (OPD). BGN presentation and discussion regarding a**
99 **name change requests for Elizabeth River, located in Lyme, NH.**
100

101 Mr. Doiron said in May of 2023 when another name change was proposed, it was explained by
102 Attorney Brooks, that CORD, as a public body, does not have any authority to comment on such
103 applications; however, a CORD meeting could be used as a platform for all the respective
104 agencies, who are members of CORD, to express their agency's position on the proposed name
105 change.

106 Ken Gallagher, Principal Planner, NH Office of Planning and Development, provided a brief
107 background of the proposal which is to name a certain brook in the Town of Lyme after Elizabeth
108 Kilmarx who was a proud resident of Lyme from 2006 until her death in October 2018. She was
109 very active in community organizations including the Prouty, the Upper Valley Land Trust, and
110 the Lyme Historians. Mr. Gallagher was approached by Ms. Kilmarx' brother initially, and he
111 advised him the process involves a five-year waiting period. Her brother accomplished a lot
112 since then, as he was able to get buy in from the Town, which already has the brook identified
113 as Elizabeth Brook on its tax maps. Mr. Gallagher said there are more details in the naming
114 proposal in the meeting packet and said he is looking for individual agencies' feedback. He
115 added these comments will be forwarded to the Federal Bureau of Geographic names.
116 Mr. Gallagher then answered questions from the Board about the current official name of the
117 brook, which there is none, but Town of Lyme is identifying it as Elizabeth Brook on their tax
118 maps.

119 There was a brief discussion about members' preferences for memorializing their individual
120 comments and using the minutes of this meeting as one way of doing so, which may require
121 they come back with their comments to the next meeting. Attorney Brooks confirmed the CORD
122 meeting is just a clearinghouse for those comments, and they are not coming from CORD, but
123 from its individual members.

124 Mr. Doiron kindly requested members provide their comments (even if it is 'no comment') by
125 January 11, 2024 meeting.

126 After a brief back and forth on whether members could send Mr. Gallagher an email with
127 comments prior to the meeting it was decided that they can do that as well.

128 Commissioner Jasper spoke on his agency's behalf and noted this would probably be the only
129 feedback received from the Department of Agriculture. He suggested to use the full name of the
130 woman to make sure that a hundred years from now it would be clear to know who the brook
131 was named after, without it, it may be near impossible to know who Elizabeth is without using
132 her last name.

133

134 **B. Approve 2024 Meeting Schedule**

135

136 Ms. Verdile presented the 2024 CORD meeting schedule with the application deadlines. She
137 emphasized the importance of following the deadlines for submitting Surplus Land Review
138 applications as there are statutory deadlines CORD has to follow when submitting those for
139 comment before any review could be undertaken.

140

141 *After a motion by Mr. Jasper, duly seconded by Mr. Doyle, 2024 CORD meeting and deadline*
142 *schedule was approved by a unanimous vote in favor.*

143

144 **C. Next Meeting: January 11, 2024, from 3:00 to 4:00 P.M.**

145

146

147 **MOTION:** *After a motion by Mr. Jasper, seconded by Mr. Doyle, and a unanimous vote in favor,*
148 *the meeting was adjourned at 3:37 PM.*

III. LAND & COMMUNITY HERITAGE INVESTMENT PROGRAM (LCHIP)

A. Ben Engel, Land Conservation Specialist, NH Land & Community Heritage Investment Program (LCHIP). Request for distribution of Community Conservation Endowment monitoring funds.

LCHIP

Land & Community Heritage Investment Program



DATE January 11, 2024
TO Council on Resources and Development (CORD)
FROM Paula Bellemore, Executive Director
NH Land and Community Heritage Investment Program
RE Request to Expend from Community Conservation Endowment

LCHIP's enabling legislation, RSA 227-M, created a monitoring endowment fund (Community Conservation Endowment or "CCE"). The fund is intended to support monitoring by state agencies, local municipalities, and qualifying nonprofit corporations of properties conserved with LCHIP's financial support. Money is deposited into the CCE for each completed LCHIP project, following formulae in the *LCHIP Criteria, Guidelines and Procedures* (the "*Guidelines*"). In FY23, LCHIP deposited \$80,000 in the CCE, with an additional \$247,500 due to be transferred to the CCE as open grants are completed. The market value of the CCE as of June 30, 2023 was \$6,859,799.45.

Pursuant to RSA 162-C:7 which assigns the responsibility to "oversee, direct, and expend funds in the monitoring endowment..." to the Council on Resources and Development (CORD), LCHIP respectfully requests CORD approve disbursement of \$227,043 to LCHIP for the purpose of funding fiscal year 2024 stewardship grants to eligible entities and LCHIP administrative expenses related to the stewardship program, each as described below.

Stewardship Grants

Since 2009, CORD has approved LCHIP making annual stewardship payments from the CCE to stewards who have satisfactorily monitored and reported on the status of LCHIP-assisted properties. The *Guidelines* establish how the payment amount for each property is calculated and were updated in September 2023. Effective January 1, 2024, pending satisfactory completion of the annual monitoring and reporting obligation each natural resource property under stewardship will be eligible for a \$550 stewardship grant, and each historic resource a \$325 stewardship grant.

In FY24, stewards of 349 properties (244 natural resource and 105 historic resource) will be eligible to receive stewardship grants for the 2023 monitoring year, with a maximum possible payout of \$168,325.

Stewardship Administration

LCHIP's FY 2024 administrative budget includes \$58,718 from the CCE to support expenses related to stewardship and monitoring of LCHIP-funded resources by LCHIP, ensuring that these resources are being managed according to the legal agreements in place. In addition to overseeing annual monitoring and reporting of 349 individual properties by 145 stewarding entities, in FY23 LCHIP staff completed 53 cyclical field visits to LCHIP-assisted resources.

REQUESTED ACTION: Approve disbursement of up to \$227,043 to LCHIP; comprising up to \$168,325 for the purpose of awarding FY24 Stewardship Grants and \$58,718 for the purpose of supporting LCHIP's annual monitoring and stewardship program.

CCE Payment History

Monitoring Year	# of Properties	Total Payout	Monitoring Year	# of Properties	Total Payout
2023	349	\$168,325	2015	180	\$56,400
2022	359	\$156,000	2014	157	\$52,400
2021	333	\$120,750	2013	144	\$48,880
2020	305	\$89,800	2012	129	\$18,000
2019	321	\$83,100	2011	117	\$4100
2018	267	\$77,600	2010	105	\$5841
2017	243	\$71,000	2009	89	\$16,736
2016	248	\$64,600			

Cyclical Field Visits Completed FY23

- | | |
|--|--|
| <ol style="list-style-type: none"> 1. Acworth Town Forest, Desbiens Addition 2. Albany, Cline Memorial Forest 3. Alstead, Chase's Mill 4. Ashland, Whitten Woods 5. Barrington, Stonehouse Forest 6. Bath, Peters Farm 7. Belmont, Currier-Sanborn 8. Bennington, Crotched Mountain- Samuels Forest 9. Canaan, Bear Pond 10. Claremont, NH Farmland Cons. Init. Livingston, Leclair 11. Cornish, Edgewater Farm - Sprague 12. Dover, Cassily/Cochecho Park 13. Dunbarton, Stone Farm 14. Durham, Emery Farm 15. Durham, Sprucewood Forest 16. East Kingston, Monahan Farm 17. Exeter, Raynes Farm 18. Frankestown, Collins Brook Headwaters 19. Frankestown, Shattuck Pond 20. Gilmanton Academy 21. Haverhill, NH Farmland Cons. Init. Gladstone Farm (Thorburn) 22. Hebron, Hazelton Farm 23. Hooksett, Clay Pond -Heroux 24. Kensington, Bodwell Farm South 25. Kingston Bandstand 26. Lempster, Miner Memorial Library 27. Londonderry, Musquash Cons. Area - Doyle | <ol style="list-style-type: none"> 28. Lyndeborough, 'Scataquog Brook 29. Lyndeborough, Cold Brook 30. Madbury, Powder Major's Forest -Goss 31. Manchester Cedar Swamp -Hackett Hill Tract 32. Middleton Old Town Hall 33. Milan Community Forest Benson-Megwood 34. Milan Community Forest Oak Hill, French 35. Milton, Jones Farm 36. Moultonborough, Castle in the Clouds Gate House 37. Moultonborough, Castle in the Clouds Main House 38. Newmarket Community Church 39. Newmarket, Piscassic River Greenway 40. Newton, Hidden Acres Farm 41. Northumberland, Cape Horn - Heon 42. Orford, Mountain View Farm Cons. Area 43. Pelham, Little Island Pond Cons. Area 44. Peterborough Town House 45. Pittsburg, Amey 1 46. Pittsburg, Amey 2 47. Portsmouth, Gov. John Langdon House 48. Portsmouth, Warner House 49. Swanzey, Windyhurst Farm 50. Unity, Chase's Tavern 51. Walpole, Vose Farm 52. Warner, Brown Cons. Easement 53. Wilton Public & Gregg Free Library |
|--|--|

IV. LAND CONSERVATION INVESTMENT PROGRAM (LCIP)

A. Steve Walker, Director Conservation Land Stewardship Program (CLS) review and request re-authorization of Memorandum of Agreements (MOA) for the Land Conservation Endowment (LCE) monitoring program.

From: [Walker, Steve](#)
To: [McNaughten, Elizabeth \(Betsey\)](#); [Hackley, Patrick](#); [Aslin, Christopher](#); [Duffy, Stacy](#); [richard.bowen](#)
Cc: [Verdile, Stephanie](#); [Harding, Charlotte](#)
Subject: FW: Land Conservation Endowment (LCE) Fund - MOUs (10-year) & Custodial Account Agreement (CAA)
Date: Wednesday, January 3, 2024 3:14:09 PM
Attachments: [DOJ - MOA 10-year.pdf](#)
[DNCR - LCE 10-year MOA - 06-04-14 - G&C.pdf](#)
[F&G LCE - 10-year MOA 4-30-14.pdf](#)
[CAA Land Conservation 10-21-22.pdf](#)
Importance: High

Good Afternoon All and welcome to 2024. There is a CORD meeting next week on Thursday January 11. The agenda can be found here: [Welcome - NH Economy](#) . I have requested that several items relating to the LCE be added to the agenda (see below). Since CORD is responsible for the LCE [Section 162-C:8 Monitoring Endowment. \(state.nh.us\)](#) and signs off on these items, the CORD meeting seemed to be a good place to start this process. My plan for the meeting is to simply explain the items on the agenda, and seek direction from CORD on how they might like to proceed and any other additional wisdom. Any preparation of documents could be handled outside the meeting individually and later be brought back to CORD to finalize. I have attached all three of the LCE-MOAs and the most recent CAA. For the MOAs, F&G's has expired and two others soon will, DOJ on May 21 and DNCR on June 30th. An important side note that should perhaps be clarified and documented through CORD is that DNCR received the legal opinion that by having these MOAs approved by G&C, an agency does NOT have to return to G&C each time a new contribution comes in. The CAA has principally been between CORD and Treasury, the details of which can also be handled outside the CORD meeting. Part of my inspiration to bring this to CORD asap is that I would like to retire by fall. To the extent that I can have all loose ends tied up I would like to, and I know that things like this can take more time to complete than we might anticipate. I am unsure if anyone was around for the first iteration of the MOAs so if there is any institutional knowledge I have that can help I would like to do be able to impart it. If anyone else needs to be included in the discussion that I may have missed please forward this message. Feel free to contact me if you have questions. I am happy to take calls early a.m. or in the evening or on weekends if planned ahead, just so I have my phone nearby. 931-2127.

1. Custodial Account Agreement – Requires renewal with State Treasury (Stacy Duffy, DAS; and Richard Bowen, Treasury)
2. NH-DNCR – Biennial MOU for monitoring services expires 6/30/2024 and will not be renewed
3. Land Conservation Endowment (LCE) Memoranda of Understanding (MOU) Renewals (10-year terms)
 - a. NH Fish and Game – Expired 6/30/2023 (Betsey McNaughten)
 - b. NH-DNCR – Expires 6/30/2024 (Patrick Hackley)
 - c. NH-DOJ – Expires 6/30/2024 (Chris Aslin)
 - d. NH-DAMF – None exists
4. Next budgeting cycle
 - a. New Vehicle

Thanks Stephen

From: Duffy, Stacy <Stacy.A.Duffy@das.nh.gov>
Sent: Wednesday, December 27, 2023 9:23 AM
To: Walker, Steve <stephen.g.walker@clsp.nh.gov>
Cc: Ryan-Hoffman, Maureen <Maureen.R.RyanHoffman@das.nh.gov>
Subject: RE: Land Conservation Endowment Fund

Good Morning Steve

We need the attached form filled out to update authorized agents before we request the endowment draw.

Do you know if Taylor Caswell is still the CORD Chairman/Trust Fund Administrator?

Also, does Carolinda Andersen from DNCR need to be on the list?

Is there anyone else that needs to be added to either view or make transaction requests?

Thank you
Stacy A. Duffy | *Deputy CFO*
Business Office | Department of Administrative Services
25 Capitol Street Rm 101 | Concord, NH 03301
(P) 603-271-1415 | Stacy.A.Duffy@das.nh.gov

From: Richard Bowen <richard.bowen@treasury.nh.gov>
Sent: Wednesday, December 27, 2023 9:11 AM
To: Duffy, Stacy <Stacy.A.Duffy@das.nh.gov>
Cc: Ryan-Hoffman, Maureen <Maureen.R.RyanHoffman@das.nh.gov>; Walker, Steve <stephen.g.walker@clsp.nh.gov>
Subject: Re: Land Conservation Endowment Fund

Hi Stacy - thank you for following up on this. Before we make the transfer per the SOA, we need to update the attached custody agreement. The PDF version is the last we have on file 10/21/22, and the WORD version is what can be used to update the "Authorized Agents". Please let me know if there is anything I can do to assist.

Best Regards,

Rich

Richard M. Bowen

Assistant State Treasurer
State of New Hampshire Treasury
25 Capitol Street, Room 121
Concord, NH 03301
office: 603.271.2617
fax: 603.271.3922
Richard.Bowen@treasury.nh.gov

On Wed, Dec 27, 2023 at 8:16 AM Duffy, Stacy <Stacy.A.Duffy@das.nh.gov> wrote:

Good Morning Rich

I wanted to check in to see if you had a chance to look at the e-mail below.

Thanks

Thank you
Stacy A. Duffy | *Deputy CFO*
Business Office | Department of Administrative Services
25 Capitol Street Rm 101 | Concord, NH 03301
(P) 603-271-1415 | Stacy.A.Duffy@das.nh.gov

From: Duffy, Stacy <Stacy.A.Duffy@das.nh.gov>
Sent: Tuesday, December 19, 2023 4:20 PM
To: richard.bowen@treasury.nh.gov
Cc: Ryan-Hoffman, Maureen <Maureen.R.RyanHoffman@das.nh.gov>; Walker, Steve <stephen.g.walker@clsp.nh.gov>
Subject: FW: Land Conservation Endowment Fund

Hi Rich

One of my tasks at DAS Business Office is to assist Land Conservation Land Program. We are looking to have the endowment paid out for FY 23 (doesn't look like it was requested as of today).

Do you know what specific items you need from us to pay out for FY23?

Thank you
Stacy A. Duffy | *Deputy CFO*
Business Office | Department of Administrative Services
25 Capitol Street Rm 101 | Concord, NH 03301
(P) 603-271-1415 | Stacy.A.Duffy@das.nh.gov

From: Linda Desmond <linda.desmond@treasury.nh.gov>
Sent: Tuesday, December 5, 2023 11:23 AM

To: Andersen, Carolinda <Carolinda.Andersen@dncr.nh.gov>; Walker, Steve <stephen.g.walker@osi.nh.gov>; Henley, Denise <Denise.Henley@das.nh.gov>; Oehler, James <James.D.Oehler@wildlife.nh.gov>; Faulkenberry, Mark <Mark.S.Faulkenberry@dncr.nh.gov>; Schmitt, Katherine <Katherine.A.Schmitt@das.nh.gov>; Ryan-Hoffman, Maureen <maureen.r.ryanhoffman@das.nh.gov>

Cc: richard.bowen <richard.bowen@treasury.nh.gov>

Subject: Land Conservation Endowment Fund Summary October

Attached please find the summary and redacted statements for the Land Conservation Endowment Fund.

Summary
Transactions
Interest Allocation
Monthly Statement Money Market
Monthly Statement Portfolio Advisory Services

--

Please note I will be leaving the Treasury December 13th 2023.

**Please contact Richard Bowen with any questions or concerns
He has been cc'd on this email**

Linda Desmond
Senior Treasury Analyst
NH State Treasury
25 Capitol Street, Room 121
Concord, NH 03301

603-271-7896 (Monday, Tuesday & Friday)

603-931-2181 (Wednesday & Thursday - Remote)

603-271-3922 (fax)

Linda.Desmond@treasury.nh.gov

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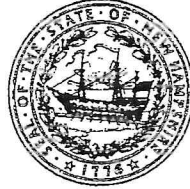
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ATTORNEY GENERAL
DEPARTMENT OF JUSTICE

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

22
New

JOSEPH A. FOSTER
ATTORNEY GENERAL



ANN M. RICE
DEPUTY ATTORNEY GENERAL

Approval by the Governor
and Council on 5-23-14
Agenda Item 22

May 8, 2014

Her Excellency Governor Margaret Wood Hassan
And the Honorable Council
State House
Concord, NH 03301

Your Excellency and Members of the Council:

REQUESTED ACTION

Authorize the Department of Justice (DOJ) to enter into a Memorandum of Agreement with the Council on Resources and Development (CORD), and the Office of Energy and Planning, Conservation Land Stewardship Program (OEP-CLS), for the purpose of providing stewardship support for the Torromeo Conservation Parcel effective on the date of Governor and Council approval through May 21, 2024, which may be extended with the mutual consent of all parties.

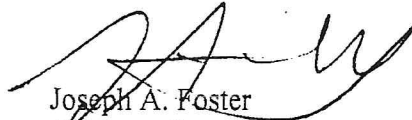
EXPLANATION

The DOJ entered into a court-approved consent decree in *State v. Torromeo Industries, Inc.* by which Torromeo Industries, Inc. was required to irrevocably dedicate to conservation a 69.1 acre parcel of land in Kingston. CORD is authorized under RSA 162-C:8 to accept gifts, donations, and grants to the Land Conservation Endowment to be utilized for monitoring and enforcing land conservation interest that may be acquired by the State, and OEP-CLS has the technical expertise to carry out land monitoring activities. The DOJ agrees to deposit \$30,000, which was received pursuant to the Consent Decree (page 5, paragraph A), into the Land Conservation Endowment in accordance with RSA 162-C:8 for the purpose of providing conservation stewardship support for the Torromeo Conservation parcel and legal expertise and review, to approve/disapprove all proposed actions of the owner of the Torromeo Conservation parcel, and to assign staff to serve as the contact person regarding implementation of any provision of the Agreement.


Please let us know if you have any questions concerning this request.

Your consideration is greatly appreciated.

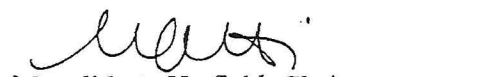
Respectfully submitted,



Joseph A. Foster
Attorney General



Karen Cramton, Deputy Director
NH Office of Energy and Planning



Meredith A. Hatfield, Chair
Council on Resources and Development

JAF/k
#1038991

MEMORANDUM OF AGREEMENT
Among the
COUNCIL ON RESOURCES AND DEVELOPMENT
and the
OFFICE OF ENERGY AND PLANNING - Conservation Land Stewardship Program
and the
NEW HAMPSHIRE DEPARTMENT OF JUSTICE
for the
Monitoring of the Torromeo Conservation Parcel

This Memorandum of Agreement (MOA) is entered into by the Council on Resources and Development (CORD), Office of Energy and Planning, Conservation Land Stewardship Program (OEP-CLS), and New Hampshire Department of Justice (NHDOJ).

Whereas, NHDOJ entered into a court-approved consent decree in State v. Torromeo Industries, Inc. (Docket 218-2013-CV-00388, April 9, 2013) (attached hereto) by which Torromeo Industries, Inc. (Torromeo) was required to irrevocably dedicate to conservation a 69.1 acre parcel of land in Kingston (the Torromeo Conservation Parcel); and

Whereas, the consent decree contains specific restrictions on future uses of the Torromeo Conservation Parcel; and

Whereas, the restrictions in the consent decree run with the land in perpetuity and bind Torromeo, and its successors and assigns, forever; and

Whereas, CORD is authorized under RSA 162-C:8 to accept gifts, donations, and grants to the Land Conservation Endowment to be utilized for monitoring and enforcing land conservation interests that may be acquired by the state; and

Whereas, OEP-CLS has the technical expertise to efficiently carry out land monitoring activities;

Now Therefore, all parties agree as follows:

- 1) This Agreement covers a ten (10) year time period commencing on the date of Governor and Council approval and may be extended beyond that period with the mutual consent of all parties.

NHDOJ agrees to:

- 1) Deposit \$30,000 into the Land Conservation Endowment in accordance with RSA 162-C:8 for the purpose of providing conservation stewardship support for the Torromeo Conservation Parcel; and
- 2) provide legal expertise to OEP-CLS regarding the interpretation of the specific restrictions in the consent decree as it relates to documentation and determination of potential enforcement or compliance issues that may arise; and
- 3) review and approve/disapprove all proposed actions of the owner of the Torromeo Conservation Parcel; and

4) assign responsible staff to serve as the contact person with OEP-CLS regarding any provision of this Agreement.

CORD agrees to:

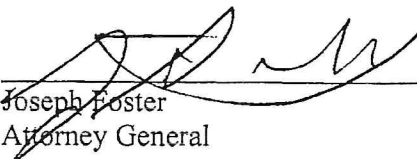
- 1) accept the endowment contribution for the Torrromeo Conservation Parcel into the Land Conservation Endowment and allow expenditures from the endowment in accordance RSA 162-C:8 for the purpose of providing conservation stewardship support for the parcel; and
- 2) authorize OEP-CLS to carry out stewardship support responsibilities as stated herein.

OEP-CLS agrees to:

- 1) monitor the Torrromeo Conservation Parcel which generally will include:
 - a. monitoring to ensure that conditions of the consent decree are being met annually (every 12 – 14 months). This shall include, when practical, a personal contact/visit with the landowner(s) or their representative(s) to discuss the parcel 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.; and
- 2) provide NHDOJ with copies of all monitoring reports and correspondence for the parcel; and
- 3) meet with NHDOJ and the landowner(s) or their representative(s), if necessary, to assist in resolution of any problems which may arise, including conducting additional site visits, if appropriate.


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

Approved By:




Joseph Foster
Attorney General

5/9/14
Date



Karen Crampton, Deputy Director
NH Office of Energy and Planning

5/7/2014
Date



Meredith A. Hatfield, Chair
Council on Resources and Development

5/7/14
Date

Approved by the ATTORNEY GENERAL this 9th day of May, 2014.

^{Associate}
Assistant Attorney General Ar M. Edwards

Approved by GOVERNOR AND COUNCIL

Deputy Secretary of State _____

Sc ✓

**THE STATE OF NEW HAMPSHIRE
JUDICIAL BRANCH
SUPERIOR COURT**

Rockingham Superior Court
Rockingham Cty Courthouse/PO Box 1258
Kingston NH 03848-1258

Telephone: (603) 642-5256
TTY/TDD Relay: (800) 735-2964
<http://www.courts.state.nh.us>

NOTICE OF DECISION

**EVAN J. MULHOLLAND, ESQ
ASSISTANT ATTORNEY GENERAL
ENVIRONMENTAL PROTECTION BUREAU
33 CAPITOL STREET
CONCORD NH 03301-6397**

State of New Hampshire Department of Environmental Services v Torrromeo

Case Name: **Industries, Inc.**
Case Number: **218-2013-CV-00388**

Please be advised that on April 08, 2013 Judge McHugh made the following order relative to:

Assented to Motion to Enter Consent Decree; Motion granted

Consent Decree; Approved (copy enclosed)

April 09, 2013

Raymond W. Taylor
Clerk of Court

(507)

C: Sumner F. Kalman, ESQ

THE STATE OF NEW HAMPSHIRE
ROCKINGHAM
SUPERIOR COURT

ROCKINGHAM, SS

2013 APR 23 10 51 AM
SUPERIOR COURT

Docket No. _____

State of New Hampshire
Department of Environmental Services

v.

Torrromeo Industries, Inc.

CONSENT DECREE

NOW COME the parties, the State of New Hampshire Department of Environmental Services by and through its attorneys, the New Hampshire Office of the Attorney General ("State" or "Department") and Torrromeo Industries, Inc. (the "Respondent") and hereby agree to undertake the following in settlement of the claims asserted by the State in this case.

1. This Consent Decree is entered into by and between the State and the Respondent to provide for the resolution of the State's claims for injunctive relief and civil penalties against the Respondent for violations of the Fill and Dredge in Wetlands Act, RSA chapter 482-A ("Wetland Act"), and the Water Pollution and Waste Disposal Act, RSA 485-A ("Water Pollution Act") on certain property located at 18 Dorre Road in Kingston (the "Property").
2. On ~~March 2~~^{April} 2, 2013, the State filed a Petition for Permanent Injunction and Civil Penalties against the Respondent. Specifically, the State alleged that the Respondent dredged and filled large areas of wetlands, diverted natural streams and exposed in excess of 100,000 square feet of earth without first obtaining the applicable permits from the State.
3. The Respondent admits to the allegations contained in the State's Petition.

4. The parties now enter into this Consent Decree in order to avoid the expense and uncertainty involved in litigation and to resolve all the issues raised in the State's petition. NOW THEREFORE, it is ORDERED, ADJUDGED and DECREED as follows:

JURISDICTION AND VENUE

5. This court has jurisdiction over this matter pursuant to RSA 482-A:14; and RSA 491:7.
6. Because the land on which the unlawful activity occurred is located in Kingston, venue is proper in Rockingham County.
7. For purposes of this Decree and the underlying Petition, including any further action to enforce the terms of this Decree, the Respondent waives any and all objections it may have to the court's subject matter jurisdiction or personal jurisdiction.

CIVIL PENALTIES

8. The Respondent shall be assessed a penalty of \$700,000 (seven hundred thousand dollars) for the violations described in the State's Petition. Of the total amount assessed, the Respondents shall pay the State \$175,000 (one hundred and seventy-five thousand dollars) according to the following schedule:
- a) \$50,000 (fifty thousand dollars) within sixty days of the entry of this Consent Decree as an order of the Court; and
 - b) \$25,000 (twenty-five thousand dollars) per year for five years, with the first payment due on the anniversary of the date of the entry of this Consent Decree as an order of the Court.
9. \$225,000 (two hundred and twenty-five thousand dollars) of the total penalty shall be suspended but shall become immediately due if:

(a) The Respondent violates any provision of the Fill and Dredge in Wetlands Act or the Water Pollution Act or their attendant administrative rules, within two years of the entry of this Consent Decree as an order of the Court, or;

(b) The Respondent violates any provision of this Consent Decree, including the timely payment of civil penalties and the requirement to complete restoration of the impacted areas, pursuant to paragraphs 14-16, below.

10. All payments shall be paid by certified check drawn in the name of "Treasurer, State of New Hampshire," and mailed to:

N.H. Department of Justice
Environmental Protection Bureau, Attn: Evan J. Mulholland, Esq.
33 Capitol Street, Concord, New Hampshire 03301

SUPPLEMENTAL ENVIRONMENTAL PROJECT

11. Respondent shall provide 8,333 tons of stone for the exclusive use of the State which the parties have agreed has a value of \$36 (thirty-six dollars) per ton "Free on Board" (FOB).¹ The stone shall be in the form of boulders 3-4 feet in diameter, and of quality acceptable to the State and the State's agents. The stone shall be made available to the State at the Respondent's Kingston facility and shall be stockpiled there for ten years at no charge.

12. If the Respondent is unable to provide stone that meets the State's required specifications, Respondent agrees to pay the State at the rate of \$36 (thirty-six dollars) per ton of rejected stone. Alternatively, Torromeo may replace the rejected stone with stone from another source at its own expense.

13. If the State does not require the full 8,333 tons of three to four foot diameter stone (or does not require any three to four foot diameter stone), the Respondent shall provide the amount

¹ The rate of \$36 per ton FOB shall include loading, but exclude transport.

of stone required (if any), plus additional stone of the State's choice at the current market price to a total value of \$300,000 (three hundred thousand dollars). The price of the additional stone will be the cash and carry price at Torromeo's Kingston facility for the selected grade of stone. Any stone not collected within ten years of the effective date of this consent decree shall be forfeited.

INJUNCTIVE RELIEF

14. The Respondent shall restore the Property as described in the Restoration Plan for After-the-Fact Impacts submitted to the State on October 1, 2012 and amended on December 14, 2012 ("Plan"). The Plan includes provisions for completing the removal of fill from all of the impacted wetlands and streams on the Property, except as described below in section 15, restoring these wetlands and streams, and monitoring the restoration for five years from its completion. The Plan has been approved by the New Hampshire Department of Environmental Services (DES). The Restoration Plan Approval ("RPA"), dated January 7, 2013, is included herein as Appendix A. If there are any conflicts between the Plan and the RPA, the RPA shall control.

15. For those wetlands and streams that have been impacted but whose restoration is not feasible, such as the stream that historically extended through the area that is now the main quarry, Respondent shall not be required to restore such impacts. However, these stream and wetland impacts are depicted in the Plan and must be mitigated pursuant to Env-Wt 800 and in accordance with the Report of Proposed Conservation Easement ("Mitigation Plan") submitted to the State on October 1, 2012. The Mitigation Plan has been approved by DES. The Mitigation Plan Approval is included herein as Appendix B. Pursuant to this Consent Decree, the 69.1 acre parcel (the "Parcel") described in the Mitigation Plan shall be dedicated to conservation purposes, exclusively. This dedication shall be a burden on the Parcel that will run

with the land in perpetuity and bind the Respondent, and its successors and assigns, forever. The dedication is more specifically set forth as follows:

A. Affirmative Obligations of Respondent. Within 180 days of the entry of this Consent Decree as an order of the Court, the Respondent shall:

- survey the Parcel²,
- prepare a baseline conditions report for the Parcel
- Prepare a Phase I site assessment of the Parcel,
- monument and blaze the boundaries of the Parcel,
- install a gate on the access road to the Parcel at the Parcel boundary,
- ensure that the parcel is unoccupied by anyone claiming a license or permission from the Respondent, and
- pay \$30,000 (thirty thousand dollars) to the State as a stewardship endowment for the perpetual monitoring of the Parcel. The payment of the \$30,000 (thirty thousand dollars) shall be by certified check drawn in the name of "Treasurer, State of New Hampshire," and mailed to:

N.H. Department of Justice
Environmental Protection Bureau, Attn: Evan J. Mulholland, Esq.
33 Capitol Street, Concord, New Hampshire 03301

B. Restrictions on Land Use. The Respondent agrees that the Parcel shall be kept forever in an undeveloped state, and, to that end, the Respondent and its agents, successors, and assigns, shall be permanently prohibited from engaging in the following on the Parcel:

- (i) all commercial, agricultural, or industrial activity,

² The surveyed plan for the Parcel shall be entitled "Plan for Torromeo Conservation Parcel" and will reference the Rockingham County Superior Court Docket number hereof when assigned, and will include a metes and bounds description of the parcel. When completed, the Plan for Torromeo Conservation Parcel shall be recorded in the Rockingham County Registry of Deeds at the Respondent's expense.

- (ii) the building of structures or improvements³,
- (iii) all land surface alternations, such as filling, excavation, mining and dredging,
- (iv) the use, storage, disposal or discharge of pesticides, herbicides, fertilizers, wastes or hazardous wastes,
- (v) target practice,
- (vi) burning of any materials
- (vii) the use of ATVs, OHRVs, snowmobiles, motorized or wheeled vehicles for other than emergency response
- (viii) the cutting of any vegetation, including trees, unless done in accordance with an approved forestry plan per part 15.C below.

- (ix) the placement of outdoor advertising structures such as signs and billboards

C. Forestry Plan. Forestry shall be conducted in a manner not inconsistent with principles of land conservation. In addition, forestry shall be conducted in accordance with a stewardship plan, prepared by a licensed professional forester or a certified wildlife biologist. At least sixty (60) days prior to any forestry activities, Respondent shall submit the Forestry Plan to the State for approval. Forestry Plans prepared more than ten (10) years prior to the anticipated commencement of forestry activities date must be reviewed and updated for the State's approval. Timber harvesting shall be carried out in accordance with all applicable local, state, federal, and other laws and regulations, and in accordance with then-current, generally accepted best management practices for the sites, soils, and terrain of the Parcel.

D. Other Terms.

³ Prohibited structures and improvements include, but are not limited to, dwellings, any portion of a septic system, parking lots, portable or composting toilets, educational buildings, tennis courts, swimming pools, docks, athletic fields, pavilions, shooting ranges, aircraft landing strips, towers or mobile homes.

(i) The Parcel shall not be subdivided or otherwise divided into parcels of separate distinct ownership.

(ii) Any currently existing right-of-way or easement over the Parcel may only be modified or expanded after approval by the State and Respondent.

(iii) No new rights-of-way or easements of ingress or egress in favor of public access or any third party shall be created or developed into, on, over, or across the Parcel without the prior written approval of the State. The Respondent shall have the right to exclude members of the public from the Parcel. The State shall not have the obligation to exclude the public from the parcel.

(iii) The Parcel shall in no way be used to satisfy the density, frontage or setback requirements of any applicable zoning ordinance or subdivision regulation with respect to the development of any other property.

(iv) The Respondent, and successors and assigns, shall have the primary responsibility to enforce the land use restrictions set forth herein.

(v) The State and its agents shall have reasonable access to the Parcel for such inspection as is necessary to determine compliance with and to enforce the restrictions herein.

(vi) The State shall have the right, but not the obligation, to mark and maintain the boundaries of the Parcel.

(vii) The Respondent, and its successors and assigns, shall notify the State in writing at least 30 days before the transfer of title to the Parcel.

(viii) The Respondent, and its successors and assigns, and the State reserve the right, separately or collectively, to pursue all legal remedies against any third party responsible for any actions detrimental to the purpose of this conservation restriction.

(ix) This Consent Decree shall be recorded by the State in the Registry of Deeds for Rockingham County. The Respondent shall reimburse the State for any fees related to the recording hereof.

(x) The United States Environmental Protection Agency, having an address at One Congress Street, Boston, MA 02114, shall have a third party right to enforce the conservation restrictions in this section.

(xi) The United States Environmental Protection Agency shall have the right, in a reasonable manner and at reasonable times, after giving reasonable notice to the Respondent, or its successors and assigns, to access the Parcel to ensure compliance with this section of the Consent Decree.

E. Breach of Restrictions.

(i) When a breach of the restrictions listed in this paragraph 15, or conduct by anyone inconsistent therewith, comes to the attention of the State, it shall notify the Respondent, or its successors and assigns, in writing of such breach or conduct.

(ii) The Respondent, or its successors and assigns shall, within thirty (30) days after receipt of such notice or after otherwise learning of such breach or conduct, undertake those actions, including but not limited to restoration, which are reasonably calculated to cure swiftly said breach, or to terminate said conduct, and to repair any damage. The Respondent, or its successors and assigns, shall promptly notify the State of its actions taken under this Section. However, no written notice or opportunity to cure the breach shall be required with respect to a repeated violation if such violation is committed by the Respondent.

(iii) If the Respondent, or its successors and assigns, fails to take such proper action under the preceding paragraph, the State shall, as appropriate, undertake any actions that are

reasonably necessary to cure such breach or to repair any damage in the Respondent's name or to terminate such conduct. The cost thereof, including the State's expenses, court costs, and legal fees, shall be paid by the Respondent, provided that the Respondent is directly or primarily responsible for the breach.

F. Severability. If any part of this Consent Decree is found to be void or unenforceable, the parties hereto agree that this paragraph 15 shall survive independently forever, and shall be enforceable as a conservation restriction under N.H. RSA 477:45-47 against the Respondent and its successors and assigns.

16. In addition, Respondent shall pay to the State \$54,711 (fifty-four thousand seven hundred and eleven dollars) as an administrative fee associated with the retained impacts. Payment of the \$54,711 administrative fee shall be according to the following schedule:

- a) \$13,701 (thirteen thousand seven hundred and one dollars) within sixty days of the entry of this Consent Decree as an order of the Court; and
- b) \$13,670 (thirteen thousand six hundred and seventy dollars) per year for three years, with the first payment due on the anniversary of the date of the entry of this Consent Decree as an order of the Court.

17. All payments shall be paid by certified check drawn in the name of "Treasurer, State of New Hampshire," and mailed to:

N.H. Department of Justice
Environmental Protection Bureau, Attn: Evan J. Mulholland, Esq.
33 Capitol Street, Concord, New Hampshire 03301

18. The Respondent agrees to allow staff members from the Department of Environmental Services to inspect the Property as needed.

TIME OF THE ESSENCE

19. In every instance where a particular date is established for compliance with a term in this Consent Decree, time is of the essence in compliance with said term. Compliance with each deadline must be achieved on each respective date by 4:00 p.m. Failure to meet any deadline shall constitute a violation of this Consent Decree. If a deadline falls on a weekend or a holiday (as defined in RSA 288:1), the deadline shall be the following business day.

MODIFICATION AND AMENDMENT

20. Any modification or amendment to any portion of the requirements for performance specified herein is subject to, and shall be effective only upon, the prior written approval of the State.

RETENTION OF JURISDICTION

21. The Court shall retain jurisdiction to enforce, including by contempt order, the terms and conditions of this Consent Decree, to make modifications necessary to effectuate compliance with the Consent Decree, and to resolve all disputes arising hereunder as may be necessary or appropriate for the construction and execution of this Consent Decree. If the Respondent fails to comply with the requirements in this Consent Decree within the specified timeframe, the Respondent may be found in contempt of court and the Court may order relief as it deems justified.

OTHER TERMS

22. It is the intention of the parties that this Consent Decree be entered and enforced as an order of the Court. Once the order is entered by the Court, the Respondent acknowledges that any violation of the agreements contained herein shall be cause for it being adjudged in contempt of court.

23. The State's failure to enforce any provision of this Consent Decree after any breach or default shall not be deemed a waiver of its rights with regard to that breach or default, nor shall such failure be construed as a waiver of its right to enforce each and all of the provisions of this Consent Decree upon any further breach or default.

24. The effective date of this Consent Decree shall be the date on which it is entered as an order of the Court.

25. This Consent Decree shall be construed in accordance with the laws of the State of New Hampshire.

26. The parties agree that the civil penalties imposed hereunder are a fine or penalty payable to and for the benefit of a governmental unit pursuant to Section 523(a)(7) of the Bankruptcy Code, 11 U.S.C. § 523, and that if brought forward, the total amount of the civil penalties are non-dischargeable in bankruptcy.

27. The civil penalties imposed herein shall not be tax deductible.

NOTICE

28. All notices required to be made under this Consent Decree shall be made in writing to:

For the State:

N.H. Department of Justice
Environmental Protection Bureau, Attn: Evan J. Mulholland, Esq.
33 Capitol Street, Concord, New Hampshire 03301

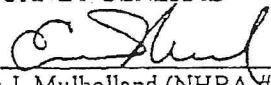
For the Respondent:

Torroneo Industries, Inc.
Attention: Henry Torroneo, President
P.O. Box 2308
Methuen, MA 01844

STATE OF NEW HAMPSHIRE


MICHAEL A. DELANEY
ATTORNEY GENERAL

Dated: 4/2, 2013

By: 
Evan J. Mulholland (NHBA #18038)
Assistant Attorney General
33 Capitol Street
Concord, New Hampshire 03301

TORROMEO INDUSTRIES, INC.

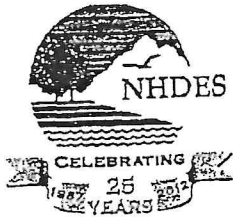
Dated: 4/1, 2013

By: 
Henry Torromeo, President

Dated and entered this 2nd day of April, 2013.

SO ORDERED.


Presiding Judge



The State of New Hampshire
 Department of Environmental Services

Thomas S. Burack, Commissioner

*Celebrating 25 Years of Protecting
 New Hampshire's Environment*



January 7, 2013

PAGE 1 OF 3

RESTORATION PLAN APPROVAL FOR AREA 2 AND AREA 3

Henry Torromeo
 Torromeo Industries, Inc.
 PO Box 2308
 Methuen, MA 01844

RE: NH DES Wetlands Bureau File No. 2009-02170, 18 Dorre Road, Kingston Tax map R-2 Lot 4

Dear Mr. Torromeo:

On October 1, 2012, the Department of Environmental Services ("DES") received a proposed site restoration plan (the "Restoration Plan") for your property located at 18 Dorre Road, known as "Areas 2 & 3" and more specifically referenced on Town of Kingston Tax Map R-2 as Lot 4 (the "Property"). This site has been the subject of DES enforcement action for filling wetlands and altering streams without DES approval. DES hereby approves the Restoration Plan as submitted, subject to the following specific conditions. If there is a conflict between the Restoration Plan and this Restoration Plan Approval For Area 2 and Area 3, (the "RPA"), the RPA will control.

1. BY NOVEMBER 1, 2013, approximately 5.46 acres of forested, scrub-shrub wetland, and 782 linear feet of perennial stream shall be restored, monitored and managed in accordance with the Restoration Plan and all project descriptive details submitted to DES on December 14, 2012 by Gove Environmental Services, Inc. ("GES").
2. The construction/restoration shall be done according to the Restoration Plan and as conditioned by this RPA. Any changes or alterations to the Restoration Plan must be requested in writing and approved by DES in writing prior to implementing any such changes or alterations.
3. An on-site meeting shall be held prior to the commencement of work with, but not limited to, DES, GES, and Torromeo Industries, Inc. to ensure all persons involved in restoration activities on the Property shall have read and become familiar with the provisions of the Restoration Plan and this RPA prior to beginning restoration work on the Property. A copy of the Restoration Plan and this RPA shall be kept posted at the Property during the time restoration work continues on the Property.
4. A qualified environmental consultant shall supervise the restoration activities on the Property to ensure that the restoration is accomplished pursuant to this RPA.
5. Siltation, erosion, and turbidity controls shall be in place prior to construction, shall be maintained during construction, and shall remain until the area is stabilized.
6. All steps shall be taken during the restoration necessary to ensure that no water quality violations occur on the Property.

www.des.nh.gov

222 International Drive • Suite 175 • Portsmouth, NH 03801 (603) 559-1500 • TDD Access: Relay NH 1-800-735-2964

7. Within three days following the last activity in the restoration area or where restoration activities are suspended for more than three days, all soils exposed by restoration activities shall be stabilized by seeding and mulching.
8. No machinery shall be used within undisturbed DES jurisdictional areas on the Property during the restoration.
9. All material removed during restoration activities shall be placed out of DES's jurisdiction.
10. All material removed during restoration activities shall be removed down to the level of the original hydric soils.
11. Wetland soils from areas vegetated with purple loosestrife (*Lythrum salicaria*) or other invasive species shall not be used in the wetland restoration site.
12. Invasive, weedy species such as purple loosestrife (*Lythrum salicaria*) and common reed (*Phragmites australis*) shall be controlled by measures agreed upon by the Wetlands Bureau if the species is found in the restoration areas during construction and during the early stages of vegetative establishment.
13. All wetlands restoration areas shall have at least 75% successful establishment of wetlands vegetation after five (5) growing seasons, or the areas shall be replanted until a functional wetland is established to the satisfaction of the DES Wetlands Bureau.
14. There shall be no substitutions made for the plant species specified on the approved plan for replanting purposes without prior written approval from DES.
15. The qualified environmental consultant shall inspect the restoration areas and submit a monitoring report to DES after a rain event of 1/2" or greater within a 24 hour period during restoration activities. The monitoring reports shall include, but not be limited to, documentation of erosion control deployment, construction sequencing, restoration activities and status of restoration at time of initial monitoring report. Photographs should depict all stages of restoration sequencing.
16. Subsequent monitoring reports shall be submitted to DES by August 1, 2014, August 1, 2015, August 1, 2016, August 1, 2017, and August 1, 2018 to document the success of the restoration and outline a schedule for remedial actions if necessary. Such reports shall be submitted to DES with photographs demonstrating the conditions on the restoration site, include any necessary remedial actions, and contain a schedule for completing the remedial actions and conducting follow up inspections.
17. Remedial actions may include, but are not limited to replanting, relocation of plantings, removal of invasive species, altering the soil composition or depths, deconsolidation of soils due to compaction, altering the elevation of the wetland surface, or changing the hydraulic regime.
18. This RPA does not convey a property right, nor authorize any injury to property of others, nor invasion of rights of others.
19. This RPA does not relieve the owner from the obligation to obtain other local, state or federal permits that may be required.
20. Transfer of ownership of the Property shall require notification to DES and an agreement on transfer of the rights and obligations of this Restoration Plan Approval, if required, prior to such transfer of ownership.

DES personnel may conduct another inspection at a later date to determine compliance with the provisions of the approved restoration plan and all other applicable DES statutes and rules.

Monitoring reports should reference DES File Number 2009-02170, and should be addressed as follows:

Eben M. Lewis, Compliance Specialist
Department of Environmental Services
Land Resource Management Program
222 International Drive, Suite 175
Portsmouth, NH 03801
e-mail: eben.lewis@des.nh.gov

If you have any questions concerning the contents of this Restoration Plan Approval letter, please contact me at 603.559.1515 or via e-mail.

Sincerely,



Eben M. Lewis
Compliance Specialist
DES Land Resource Management Program

cc: Collis Adams, Administrator, DES Wetlands Bureau
Linda Magoon, Compliance Supervisor, DES Wetlands Bureau
Evan Mulholland, Assistant Attorney General, AGO
Carol J. Kilbride, US EPA - Region 1
Jim Gove, Gove Environmental Services, Inc.
Luke Hurley, Gove Environmental Services, Inc.
Brendan Quigley, Gove Environmental Services, Inc.

cc: Kingston Conservation Commission
Kingston Board of Selectmen



The State of New Hampshire
Department of Environmental Services

APPENDIX B



March 12, 2013

Mr. Henry Torromeo
Torromeo Industries, Inc.
PO Box 2308
Methuen, MA 01844

RE: Torromeo Industries, Inc.; Wetland Mitigation Report of Proposed Conservation Easement; Dorre Road, Lot R-2-11; Kingston, NH

Dear Mr. Torromeo:

The Department of Environmental Services (DES) Wetlands Bureau received your Report of Proposed Conservation Easement dated September, 2012 and submitted to the State on October 1, 2012.

After review of the conservation easement proposal, DES approves the plan to place a conservation easement on the approximately 69.1 acre property located west of Route 125, north of the Kingston/Plaistow town line, and which extends south from Bayberry Pond. Several wetland areas are located on the property as well as an extensive wetland associated with Bayberry Pond and the Little River. DES agrees with the conclusion that the wetland area has habitat value and a conservation easement on the parcel will add to existing conservation lands namely the Hunt Road Town Forest and Dorre Road Town Forest.

The Department is pleased with your commitment to provide the wetland mitigation plan and look forward to finalizing the easement survey, baseline conditions report, and stewardship components of this land conservation transaction. If you have any questions or concerns relative to the project, please contact the office at (603) 271-2147.

Sincerely,

Lori L. Sommer
DES Wetlands Bureau
Wetland Mitigation Coordinator

cc: Collis Adams, Administrator, DES Wetlands Bureau
Linda Magoon, Compliance Supervisor, DES Wetlands Bureau
Evan Mulholland, Assistant Attorney General, AGO
Carol J. Kilbride, US EPA - Region 1
Jim Gove, Gove Environmental Services, Inc.
Luke Hurley, Gove Environmental Services, Inc.
Kingston Conservation Commission
Kingston Board of Selectmen

65 SHW



STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
OFFICE of the COMMISSIONER

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

603-271-2411
FAX: 603-271-2629

Her Excellency, Governor Margaret Wood Hassen
and the Honorable Executive Council
State House
Concord, NH 03301

May 12, 2014

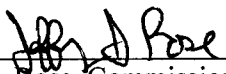
Requested Action

Authorize the Department of Resources and Economic Development (DRED) to enter into the attached Memorandum of Agreement (MOA) with the Council on Resources and Development (CORD) and the Office of Energy and Planning (OEP), relative to stewardship and funding of conservation easement monitoring, upon Governor and Council approval through June 30, 2024.

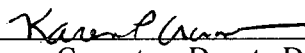
Explanation

DRED periodically receives gifts, donations, or grants to provide for long-term stewardship monitoring of certain conservation easements held by the Department. RSA 162-C:8 authorizes such funds to be deposited into the Land Conservation Endowment Fund, which is administered by CORD, for this purpose. The MOA will enable DRED to deposit funds into the Land Conservation Endowment Fund so that they will generate interest and provide the OEP Conservation Land Stewardship Program with funding for long-term stewardship support of selected DRED conservation easements. DRED will seek Governor and Council approval prior to accepting gifts, donations and grants subject to the MOA. The MOA has been approved by the Justice Department.

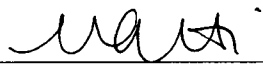
Respectfully submitted,



Jeffrey J. Rose, Commissioner
Department of Resources and Economic Development



Karen Crampton, Deputy Director
NH Office of Energy and Planning



Meredith A. Hatfield, Chair
Council on Resources and Development

MEMORANDUM OF AGREEMENT (MOA)
Between the
COUNCIL ON RESOURCES AND DEVELOPMENT
the
OFFICE OF ENERGY AND PLANNING
(Conservation Land Stewardship Program)
and the
NEW HAMPSHIRE DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT

This Memorandum of Agreement (the “Agreement”) is entered into by the Council on Resources and Development, hereinafter referred to as “CORD,” the Office of Energy and Planning, Conservation Land Stewardship Program hereinafter referred to as “OEP/CLS,” and the New Hampshire Department of Resources and Economic Department, hereinafter referred to as “DRED.” Collectively, CORD, OEP/CLS and DRED shall be referred to as the “Parties.”

Whereas, DRED is mandated by RSA 12-A:1 to ensure the efficient coordinated function of the four divisions, whereby the interests of economic development, protection and responsible management of natural resources, public enjoyment of state parks and forests, and promotion of travel and tourism development; and

Whereas, DRED acquires conservation easements in perpetuity to preserve and conserve traditional forest uses including forest management, open spaces, water resources, fish and wildlife habitats, scenic vistas and outdoor recreation opportunities for the enjoyment and education of the general public; and

Whereas, DRED periodically receives monetary gifts, donations and grants as endowment to ensure that stewardship monitoring and enforcement will occur in perpetuity on said lands; and

Whereas, CORD is authorized under RSA 162-C:8 to accept monetary gifts, donations, and grants to the Land Conservation Endowment, which is established for the sole purpose of providing a perpetual source of income for easement stewardship, and which may to be utilized for monitoring and enforcing land conservation interests acquired by the state; and

Whereas, CORD, through the OEP/CLS, has the technical expertise to efficiently carry out easement stewardship, monitoring, and enforcement activities and currently carries out these activities pursuant to Chapter 162-C for LCIP conservation easements;

Now Therefore, the Parties agree as follows:

- 1) The Agreement applies to all monetary gifts, donations and grants deposited into the Land Conservation Endowment by DRED pursuant to RSA 162-C:8, and to stewardship of the associated non-LCIP conservation easements held by DRED for which the funds were received.
- 2) The Agreement covers a ten-year time period commencing on the date of Governor and Council approval through June 30, 2024. It is the intention, however, of the Parties to continue the long-

term stewardship of conservation lands through timely renewal of the Agreement. The Agreement may be amended if necessary with the consent of the Parties.

3) CORD, OEP/CLS, and DRED agree to cooperate as follows:

DRED agrees to:

- 1) at DRED's discretion, following consultation with OEP/CLS, deposit funds into the Land Conservation Endowment in accordance with RSA 162-C:8 for the purpose of providing conservation easement stewardship support for the specific easement lands for which the funds were received. The contribution amount shall be agreed upon by DRED and OEP/CLS prior to deposit into the endowment and shall be deemed to be sufficient to generate interest in the long-term to support stewardship efforts for the easement land in perpetuity; and
- 2) provide technical and enforcement support to OEP/CLS regarding the prevention or enforcement of violations or diminution of the terms of any conservation easement deed which is part of the Agreement. DRED shall have final determination of the disposition of enforcement of the terms of any easement; and
- 3) review and approve/disapprove actions of the easement grantor as required by any conservation easement deed which is part of the Agreement; and
- 4) assign responsible staff to serve as the contact person with OEP/CLS regarding any provision of the Agreement.

CORD agrees to:

- 1) at CORD's discretion, in consultation with OEP/CLS, accept endowment contributions from DRED into the Land Conservation Endowment and allow expenditures from the endowment in accordance RSA 162-C:8 for the purpose of providing conservation easement stewardship support for each of the specific easement lands for which the funds were received;
- 2) authorize OEP/CLS to carry out stewardship support responsibilities as stated herein; and
- 3) at CORD's discretion, authorize DRED to carry out easement stewardship activities as stated herein utilizing income generated from the Endowment for select DRED land protection projects that have contributed to the Endowment.

OEP/CLS agrees to:

- 1) conduct easement monitoring on each of the easement lands associated with the endowment contribution which generally will include:
 - a. conducting easement monitoring to ensure that conditions of the conservation easement are being met annually (every 12 – 14 months) on each parcel. This shall include, when practical, a personal contact/visit with the landowner(s) or their representative(s) 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. conducting aerial monitoring and photography as necessary or desirable to document the condition of the parcels; and

e. resolving to the extent practicable, with DRED's assistance, any and all conflicts which arise from the enforcement of the conditions of the easement.


2) provide DRED with copies of all monitoring reports and correspondence within thirty (30) days for each parcel 12 to 14 month monitoring event; and

3) meet with DRED as necessary to resolve any problems which may arise; and

4) serve as the point of contact for requests by the easement grantor of activities requiring prior easement grantee approval and coordinate with DRED as necessary to insure that review and approval/disapproval is conducted as required by any conservation easement deed that is part of the Agreement.

In witness whereof, the Parties hereunto set their hands on the dates indicated.

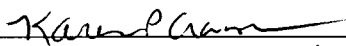
Approved By:



Jeffrey J. Rose, Commissioner
Department of Resources and Economic Development

5/16/14


Date



Karen Cramton, Deputy Director
NH Office of Energy and Planning

5/19/14

Date

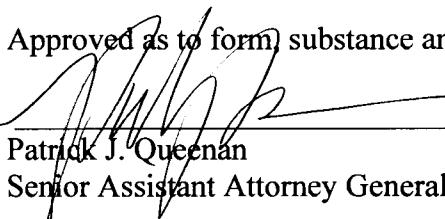


Meredith A. Hatfield, Chair
Council on Resources and Development

5/19/14

Date

Approved as to form, substance and execution by



Patrick J. Queenan
Senior Assistant Attorney General

5/20/14

Date

Approved by GOVERNOR AND COUNCIL on _____, Item # _____.



New Hampshire Fish and Game Department

HEADQUARTERS: 11 Hazen Drive, Concord, NH 03301-6500
(603) 271-3421
FAX (603) 271-1438

Governor & Council Approved
Date: 7-24-13
Item #: 37

www.WildNH.com
e-mail: info@wildlife.nh.gov
TDD Access: Relay NH 1-800-735-2964

July 8, 2013

Her Excellency, Governor Margaret Wood Hassan
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 Council on Resources and Development (CORD) and the Office of Energy and Planning (OEP) relative to stewardship and funding of conservation easement monitoring, pursuant to RSA 162-C:8, for a term of ten (10) years time period from the date of Governor and Council approval through June 30, 2023. **No Cost.**

EXPLANATION

The NHFG periodically receives gifts, donations, or grants to provide for long-term stewardship monitoring of certain conservation easements held by the NHFG. RSA 162-C:8 authorizes such funds to be deposited into the Land Conservation Endowment, which is administered by CORD, for this purpose.

The proposed MOA enables NHFG to deposit funds into the Land Conservation Endowment so that they will generate interest and provide the OEP Conservation Land Stewardship Program with funding for long-term monitoring and stewardship support of NHFG conservation easements that receive endowments for those purposes.

Providing monitoring and stewardship support for other state-held easement interests through the Conservation Land Stewardship Program, 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 the Conservation Land Stewardship Program is to educate and work with landowners to resolve conflicts with easement restrictions that may arise, thereby avoiding costly litigation. A complete background of the Conservation Land Stewardship Program is provided in Exhibit A.

REGION 1

629B Main Street
Lancaster, NH 03584-3612
(603) 788-3164
FAX (603) 788-4823
email: reg1@wildlife.nh.gov

REGION 2

PO Box 417
New Hampton, NH 03256
(603) 744-5470
FAX (603) 744-6302
email: reg2@wildlife.nh.gov

REGION 3

225 Main Street
Durham, NH 03824-4732
(603) 868-1095
FAX (603) 868-3305
email: reg3@wildlife.nh.gov

REGION 4


15 Ash Brook Court
Keene, NH 03431
(603) 352-9669
FAX (603) 352-8798
email: reg4@wildlife.nh.gov

~~Her Excellency, Governor Margaret Wood Hassan~~
Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
July 8, 2013
Page 2 of 2

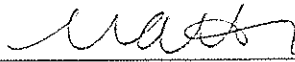
The NHFG will seek Governor and Council approval prior to accepting future gifts, donations and grants subject to this MOA.

Respectfully submitted,

Concurred,



Glenn Normandeau, Executive Director
Fish and Game Department



Meredith Hatfield, Director
Office of Energy and Planning

MEMORANDUM OF AGREEMENT
Between the
COUNCIL ON RESOURCES AND DEVELOPMENT
and the
OFFICE OF ENERGY AND PLANNING - Conservation Land Stewardship Program
and the
NEW HAMPSHIRE DEPARTMENT OF FISH AND GAME
for the
Monitoring of Conservation Easements under Endowment

This Memorandum of Agreement (MOA) is entered into by the Council on Resources and Development (CORD), Office of Energy and Planning, Conservation Land Stewardship Program (OEP-CLS), and New Hampshire Fish and Game Department (NHFG).

Whereas, NHFG is mandated by RSA 206:4-a to conserve, protect and manage fish, wildlife, and marine resources and to acquire, develop and manage lands and waters for recreational purposes; and

Whereas, NHFG acquire conservation easements in perpetuity to protect fish and wildlife habitat and to provide public access to said lands; and

Whereas, NHFG periodically receives gifts, donations and grants as endowment to ensure that stewardship monitoring and enforcement will occur in perpetuity on said lands; and

Whereas, CORD is authorized under RSA 162-C:8 to accept gifts, donations, and grants to the Land Conservation Endowment to be utilized for monitoring and enforcing land conservation interests that may be acquired by the state; and

Whereas, CORD, through the OEP-CLS, has the technical expertise to efficiently carry out easement stewardship, monitoring, and enforcement activities and currently carries out these activities pursuant to RSA 162-C for conservation interests acquired through the Land Conservation Investment Program (LCIP) ;

Now Therefore, all parties agree as follows:

- 1) This Agreement applies to all gifts, donations and grants deposited into the Land Conservation Endowment by NHFG pursuant to RSA 162-C:8, and to stewardship of the associated non-LCIP conservation easements held by NHFG for which the funds were received.
- 2) This Agreement covers a ten (10) year time period commencing on the date of Governor and Council approval through June 30, 2023. It is the intention however of the parties to continue the long-term stewardship of conservation lands through timely renewal of this Agreement. This Agreement may be amended in writing if necessary with the consent of all parties.
- 3) CORD, OEP-CLS, and NHFG agree to cooperate as follows:

NHFG agrees to:

- 1) at NHFG's discretion, deposit funds into the Land Conservation Endowment in accordance with RSA 162-C:8 for the purpose of providing conservation easement stewardship support for the

specific easement lands for which the funds were received. The donated amount shall be agreed upon by NHFG and OEP/CLS prior to deposit into the endowment and shall be deemed to be sufficient to generate interest in the long-term to support stewardship efforts for the easement land in perpetuity; and

2) provide technical and enforcement support to OEP-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

3) review and approve/disapprove actions of the Grantor as required by any conservation easement deed which is part of this Agreement; and

4) assign responsible staff to serve as the contact person with OEP-CLS regarding any provision of the Agreement.

CORD agrees to:

1) at CORD's discretion, in consultation with OEP-CLS, accept endowment contributions from NHFG into the Land Conservation Endowment and allow expenditures from the endowment in accordance RSA 162-C:8 for the purpose of providing conservation easement stewardship support for each of the specific easement lands for which the funds were received; and

2) authorize OEP-CLS to carry out stewardship support responsibilities as stated herein.

OEP-CLS agrees to:

1) conduct easement monitoring on each of the easement lands associated with the endowment contribution which generally will include:

a. conducting easement monitoring to ensure that conditions of the conservation easement are being met annually (every 12 – 14 months) on each parcel. This shall include, when practical, a personal contact/visit with the landowner(s) or their representative(s) 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. conducting aerial monitoring and photography as necessary or desirable to document the condition of the parcels; and

e. resolving, to the extent practicable, any and all conflicts which arise from the enforcement of the conditions of the easement

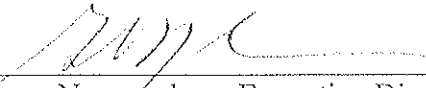
2) provide NHFG with copies of all monitoring reports and correspondence for each parcel; and

3) meet with NHFG as necessary to resolve any problems which may arise; and

- 4) 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;
- 5) report annually to CORD on stewardship responsibilities under agreement.

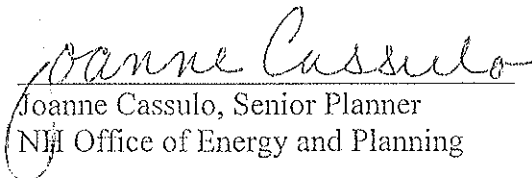
In witness whereof, the respective parties hereunto set their hands on the dates indicated.

Approved By:



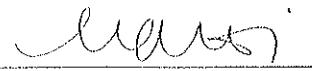
Glenn Normandeau, Executive Director
NH Fish and Game Department

6/18/13
Date



Joanne Cassulo, Senior Planner
NH Office of Energy and Planning

6/24/13
Date



Meredith A. Hatfield, Chair
Council on Resources and Development

6/21/13
Date

Approved by the ATTORNEY GENERAL this 25 day of June, 2013.

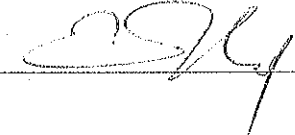
Assistant Attorney General 

Exhibit A

Background on the Office of Energy and Planning – Conservation Land Stewardship Program

In 1994, the State of New Hampshire established a stewardship program to protect, in perpetuity, the conservation values and investments acquired through the former Land Conservation Investment Program. This stewardship program, now known as the Conservation Land Stewardship Program (CLS), is housed within the Office of Energy and Planning.

The former Land Conservation Investment Program¹ was established in 1987 as Senate Bill 1. From 1987 until 1993 in cooperation with its private partner, the Trust for New Hampshire Lands, the program permanently protected over 379 individual conservation parcels totaling over 100,000 acres of land. This significant land protection effort is considered to be one of the most successful and wide reaching public-private conservation partnerships in the State's history.

At the end of the program's acquisition phase in 1993, authority for the Land Conservation Investment Program was transferred to the Council on Resources and Development (CORD) in accordance with the former RSA 221-A (now RSA 162-C). In transferring authority to CORD, the general court reaffirmed the conservation purposes of the Land Conservation Investment Program. It recognized the need to respect investments in the conservation of natural resource lands in the state for the perpetual use of the people of New Hampshire. The general court also recognized that the Land Conservation Investment Program was undertaken in part with significant donations of cash and land value by citizens of the state who intended that the conservation values of these lands be protected in perpetuity. In addition, lands and interests in lands acquired through the Land Conservation Investment Program are held in "public trust" and, per RSA 162-C:10, there can be no deviation in the uses to uses not consistent with this section. The sale, transfer, conveyance, or release of any such land from the public trust is prohibited.

Since 1994, the CLS Program has been responsible for two key functions intended to ensure that the State is meeting its responsibilities under RSA 162-C to protect its conservation resources in perpetuity. First, it monitors and stewards the 86 state-held conservation easements acquired through the Land Conservation Investment Program. It works with landowners and others to resolve potential violations or other issues and helps landowners understand the conservation values and restrictions on their land. Secondly, the CLS Program oversees the 240 municipally held interests acquired through the Land Conservation Investment Program and provides technical assistance to those 78 participating municipalities.

These stewardship and monitoring responsibilities are becoming increasingly important as easements age and land ownership changes to new owners who may not understand the legal significance of the restrictions or the unique protected conservation values of the property. One of the primary goals of the CLS Program is to educate and work with landowners to resolve

¹ Although in many ways the Land Conservation Investment Program was a predecessor to the current Land and Community Heritage Investment Program, known as "LCHIP," the former Land Conservation Investment Program should not be confused with this newer historic property and land protection program.

conflicts with easement restrictions that may arise, thereby avoiding costly litigation. The CLS Program's approach of avoiding problems through direct landowner contact, pro-active discussions relating to potential uses of the land, and regular monitoring continues to be the most cost-effective method for long-term protection of the State's conservation land interests.

Since 2000, the CLS Program has provided similar annual monitoring and stewardship services for Department of Resources and Economic Development's (DRED) non-Land Conservation Investment Program easement lands (through G&C approved Memoranda of Agreements). In 2004, CLS began providing monitoring and stewardship services to the NH Fish and Game Department for its other conservation easement lands as well. Today the CLS Program monitors 89 conservation easements (totaling approximately 38,000 acres) for these two agencies in addition to the original 86 easements acquired through the Land Conservation Investment Program.

Providing easement monitoring and stewardship support through the Conservation Land Stewardship Program for multiple state agencies minimizes duplication of effort and enables cost-saving efficiencies since many of these additional conservation easements are contiguous with conservation easements for which CLS is already responsible. It allows the same stewardship standards for all easement lands and approach to problem resolution, provides staff expertise to appropriately represent the State's interests, and helps to provide a consistent interpretation of easement language.

In addition, stewardship and annual monitoring of many of these additional DRED and NHF&G easements is required under the federal funding that supported the original acquisition. This arrangement helps to ensure that these agencies are complying with federal requirements. It also helps to ensure that the State is effectively and consistently meeting its legal and ethical obligation to protect the natural resources it has invested in.

STATE OF NEW HAMPSHIRE
STATE TREASURY
CUSTODIAL ACCOUNT AGENCY AGREEMENT

THIS AGREEMENT, entered into, by and between the State of New Hampshire Treasury ("State Treasury") as Custodian for the **Land Conservation Endowment** ("Account") and the **Council on Resources and Development** ("Agency"), authorizes the State Treasury to invest and reinvest in legal investments allowable under RSA 6:8 for the benefit of the Account in compliance with the below instructions. Additionally, the individual(s) designated as Authorized Agents ("Agent(s)") is/are duly authorized to transact on behalf of the Agency and/or authorized to receive statements and account reconciliations of the aforementioned Account.

1. Investment Objective

In accordance with RSA 11:5, all trust funds in the custody of the State Treasurer shall be invested and reinvested in legal investments allowable under RSA 6:8, and all Trust Fund Administrators ("Administrator") shall notify the State Treasurer, at least biennially, of the investment objective of any funds under their control. The aforementioned investment objectives are established by RSA 11:5 and are set forth in the attached Addendum A.

In compliance with RSA 11:5, I **Taylor Caswell**, as Administrator of the above referenced Account, designate **Growth/Income as titled in 11:5** (subject to the attached investment policy), to be the investment objective for the Account.

Unless specified otherwise in writing by the Administrator, the State Treasurer will provide an annual report on the financial activities of the Account in accordance with RSA 11:5-b.

2. Authorized Agent(s)

On the following page, indicate one of the following levels of authority for those authorized on the Account:

Inquiry Only (I)- This authorization allows the Agent(s) to inquire in the account specified only. They may receive statements and reconciliations for the Account. ●

All (A)- This authorization allows the Agent(s) to initiate account transactions on behalf of the Agency in addition to receiving statements and reconciliations for the Account.

STATE OF NEW HAMPSHIRE
STATE TREASURY
CUSTODIAL ACCOUNT AGENCY AGREEMENT

NAME	TITLE	AUTHORIZATION (Check One)
Stephen Walker	CLSP Director	<input type="checkbox"/> I <input checked="" type="checkbox"/> A
Maureen Ryan-Hoffman	DAS, CFO	<input type="checkbox"/> I <input checked="" type="checkbox"/> A
Katherine Schmitt	DAS Business Admin. III	<input type="checkbox"/> I <input checked="" type="checkbox"/> A
Carolinda Andersen	DNCR Business Admin	<input type="checkbox"/> I <input checked="" type="checkbox"/> A
		<input type="checkbox"/> I <input type="checkbox"/> A

The parties shall update the terms of this agreement biennially in accordance with RSA 11:5. This update shall be initiated by the State Treasurer.

By signing below, both parties agree to the conditions stated above.

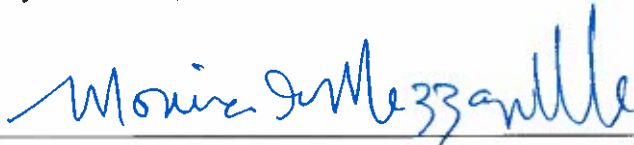
10/14/2022



(Date)

(Taylor Caswell, CORD Chairman / Trust Fund Administrator)

10/21/22



(Date)

(Monica Mezzapelle, State Treasurer and Custodian)

V. SURPLUS LAND REVIEW

A. SLR 2024-001 Lebanon-NH Department of Transportation (NHDOT) proposes to sell four parcels of land for a total of 8.45 acres to the City of Lebanon, an abutter, for river buffer and recreation purposes per RSA 228:57. The property is known as the Westboro Rail Yard located along the Connecticut River in the City of Lebanon.



New Hampshire Council on Resources and Development

MEMORANDUM

<p>TO: CORD Members and Other Interested Parties</p> <p><i>Via Email Distribution Lists (Bcc)</i></p>	<p>Grafton County Board of Commissioners c/o Julie Libby, County Administrator 3855 Dartmouth College Highway N. Haverhill, NH 03774</p> <p><i>Via Email jlibby@co.grafton.nh.us</i></p>
<p>City of Lebanon c/o Shaun Mulholland, City Manager 51 North Park Street Lebanon, NH 03766</p> <p><i>Via Email shaun.mulholland@lebanonnh.gov</i></p>	<p>Meghan Butts, Executive Director Upper Valley Lake Sunapee Regional Planning Commission 10 Water Street Suite 225 Lebanon, NH 03766</p> <p><i>Via Email mbutts@uvlsrpc.org</i></p>

FROM: Stephanie N. Verdile, Principal Planner, Office of Planning and Development

DATE: December 13, 2023

SUBJECT: *State Owned Land, Surplus Land Review,
Lebanon, NH
2024 SLR 001*

RESPONSE DEADLINE: January 10, 2024

Please review the attached information to determine if your organization has any interest in this transaction. If there is an interest, please provide this office with any comment(s) in writing by the response deadline indicated above. Responses may be emailed to stephanie.n.verdile@livefree.nh.gov

Information regarding CORP and its meetings may be obtained at:

[Welcome - NH Economy](#)

The Department of Natural and Cultural Resources/NH Division of Historical Resources is asked to review this request in accordance with RSA 227-C:9.

Members of the Public Water Access Advisory Board are asked to review this request in accordance with RSA 233-A.

The Lakes Management and Protection Program, through the Rivers and Lakes Program Coordinator, is asked to review this request in accordance with RSA 483-A:5, II.

The Rivers Management and Protection Program, through the Rivers and Lakes Program Coordinator, is asked to review this request in accordance with RSA 483:8, VII and 14.



**STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION**

From: Louis Barker
Railroad Planner

Date: November 6, 2023

At: Dept. of Transportation
Bureau of Rail & Transit

Thru: Margarete A. Baldwin, P.E.
Administrator

Shelley Winters, Director
Division of Aeronautics, Rail & Transit

Subject: Surplus Land Review
Former Westboro Yard
Northern Railroad Corridor, Lebanon

To: Taylor Caswell, Commissioner
Department of Business and Economic Affairs

REQUESTED ACTION

The Department of Transportation, through the Bureau of Rail & Transit, proposes to sell four parcels for a total 8.45 acres of railroad land in Lebanon to the City of Lebanon, an abutter, for river buffer and recreational purposes per RSA 228:57. This law allows the sale of State-owned railroad property for other public use. The proposed sale does not adversely impact the use of the remaining railroad property by the State or its Railroad Operators.

EXPLANATION

The Department is agreeable to sell a limited area (8.45 acres) located between the railroad corridor and the Connecticut River, to support the City of Lebanon's intention to develop a park for recreational purposes, as well as a trail that would connect US Route 4 (Bridge Street) and NH Route 12A (Main St) directly with the park. The State will maintain an easement from NH Route 12A (Main St) to the remaining land for use associated with railroad operations and a maintenance easement adjacent to the railroad bridge over the Connecticut River. Conditions of the sale include installation of a fence and/or approved delineation to ensure separation from the City's proposed public recreational use and the State's continued use, by a tenant railroad and others, for railroad-related activities. The Department has removed the remnants of former railroad buildings/structures from the ancillary area of the railroad property at this location, identified on attached maps as Parcel

B. The Department will retain the property that is needed now or in the future to support railroad-related activities.

Most sales of railroad property include a reversionary clause and a requirement to remove any improvements in the event the area is needed in the future for railroad operations; this has not been discussed with the City and given their significant development plans it is unlikely that this sale will include such a provision. Instead, a provision may be included to offer the State the right of first refusal if the City sells any of this property in the future.

Please submit this request to the Council on Resources and Development to determine if this land is surplus to the needs and interests of the State.

Feel free to contact me with any questions.

Enc.

cc: Stephen LaBonte, Administrator, Bureau of Right-of-Way

Council on Resources and Development
REQUEST FOR SURPLUS LAND REVIEW ACTION

Name of Requesting Agency: Department of Transportation

Agency Contact Person: Louis A. Barker
Address: PO Box 483, Hazen Drive Concord, NH 03302-0483
Phone Number: (603) 271-2425
E-Mail: Louis.A.Barker@dot.nh.gov

Applicant Contact Person: Shaun Mulholland
Address: City Manager, 51 North Park Street, Lebanon, NH 03766
Phone Number: (603) 448-4220
E-Mail: Shaun.Mulholland@lebanonnh.gov

Location of Property: West Lebanon, NH

Acreage: 8.45

Requested Action: Sale

Term of Lease or Easement: _____

.....

Please complete ALL questions below and submit one digital copy via email and one hardcopy with original signatures, of the completed application to:
NH Bureau of Economic Affairs
Attn: NH Office of Planning & Development
100 North Main St, Suite #100,
Concord, NH 03301
Attn: Stephanie N. Verdile, Principal Planner stephanie.n.verdile@livefree.nh.gov

1. What is the current use of this property?

Location of former Railroad facilities, sewer alignment, vacant field and 2nd growth vegetation.

2. What is the proposed use of this property if surplused? Please note if proposed use is intended to create a public benefit.

City park and public recreation for public use.

3. Does the proposed use of this property entail new development? Yes No

a. If yes, is it consistent with adjacent and existing development? Yes No

b. Please describe how the proposed new development differs from or is similar to its surroundings. Also indicate how it may initiate a future change in the use of the property or its surroundings.

Recreational trail, nature buffer and recreational fields with required fencing or other approved delineation to separate municipal use (subject property) and railroad-related uses (on adjacent property the state is retaining ownership of).

4. Are there any structures located on this property? Yes No

a. If yes, please describe the structures including how many and what kind?

5. Are there historical architectural or archaeological resources identified on this site?

Yes No

a. If yes, describe the resource(s)?

Former railroad operations center dating to the 1840s.

b. If no, contact the NH Division of Historical Resources prior to application submission.

6. Is there any existing development or structures on adjacent sites? Yes No

a. If yes, describe the use and number of structures of adjacent sites.
If no, where is the nearest development? (Describe distance, use, and number)

Active railroad, including cement transloading facility.

7. Does the site represent the entire state property in this location? Yes No

a. If no, please describe its relationship to the entire state holding (percentage of total acreage, percentage of overall rail length, etc.).

Note: State of New Hampshire ownership of railroad corridor extends from Vermont end of adjacent (Connecticut River) railroad bridge to the Concord, NH town line. The State will retain the remainder of the West Lebanon (Westboro) railyard for current and future railroad-related use.

8. Is access to this property available? Yes No

a. If yes, how is the site accessed? (from rail, water, across applicant's property, etc.)

Access to Parcel A (northern segments) is from US Route 4 (Bridge St) on the north end and access to Parcel B (southern segments) is from NH 12A (Main St) on the south.

b. If yes, is there a potential for public access interruption? Yes No

9. Are there water resources related to this property, such as:
Lakes/Ponds - Yes No **OR Rivers -** Yes No **OR Wetlands -** Yes No?

a. If yes, please indicate the size or extent of such resources.

Abuts the Connecticut River.

b. If yes, briefly describe how the requirements of RSA 483-B (Shoreland Water Quality Protection Act) apply to potential development of this property:

Previously property was occupied by industrial and railroad facilities. Environmental issues have been considered. Groundwater Management Plan in effect.

c. If yes, briefly describe how any municipal zoning requirements for buffers or setbacks from lakes, rivers or wetlands apply to potential development of this property:

Property acquisition for park and recreational purposes. No impacts to municipal zoning are anticipated.

d. Is the property within 250 feet of a lake/pond or river/stream? Yes No

e. If lakes or rivers are related to this property, describe current public or private access from the site to the water body? Public Private No Access Available

Description: Boat launch, current access from US Route 4 (Bridge St)

f. How would the proposal affect the access opportunities described in e?

Pedestrian access may improve.

10. Please identify any other significant resources or sensitive environmental conditions known to be located on or adjacent to this property.

	Yes (property)	Yes (adjacent property)	No
a. Steep slopes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Wetlands (Prime and NWI)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Threatened or endangered species	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Wildlife Action Plan Critical Habitats	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Increased impervious surface	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Potential stormwater flow changes.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. Agricultural soils of prime, statewide, or local importance	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. Potential river channel change	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i. Other special designations	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Please provide a description for any "yes" responses to question #10.

Slope to river, except at boat launch improvement at the very northern end, near property in Parcel A.

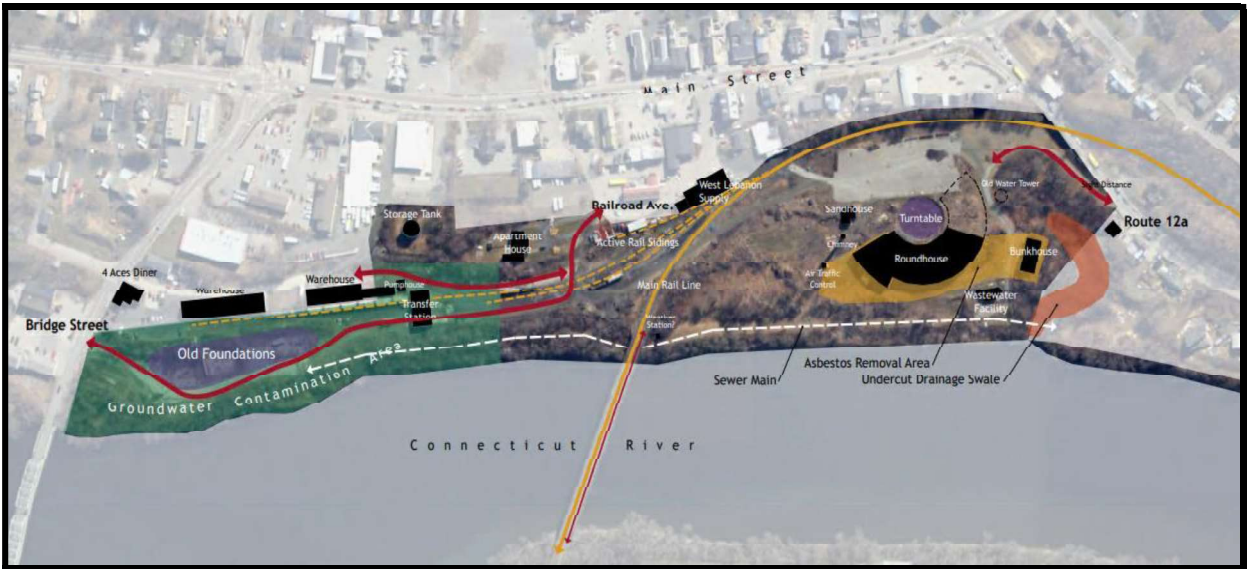
11. Attach photographs and maps of the property. Maps should highlight the requested property location and help to adequately place the property within the town.

- a. Municipal tax map copy showing all abutters
- b. General location map with scale, north arrow, nearby roads, and water bodies/features*
- c. Aerial Photograph*
- d. Any site plans for new or proposed development prepared at the time of application
- e. Maps depicting rail lines, wetlands, conservation lands, rare species and exemplary natural communities, or topographic features are welcome but not required

* Maps can be created with GIS, Google, Mapquest, GRANIT data mapper, or any other readily available mapping service.

Please paste any maps and photographs submitted as part of this application here.

Aerial Photo Plan of 17.53 Acre Westboro Rail Yard from Informational Web Site

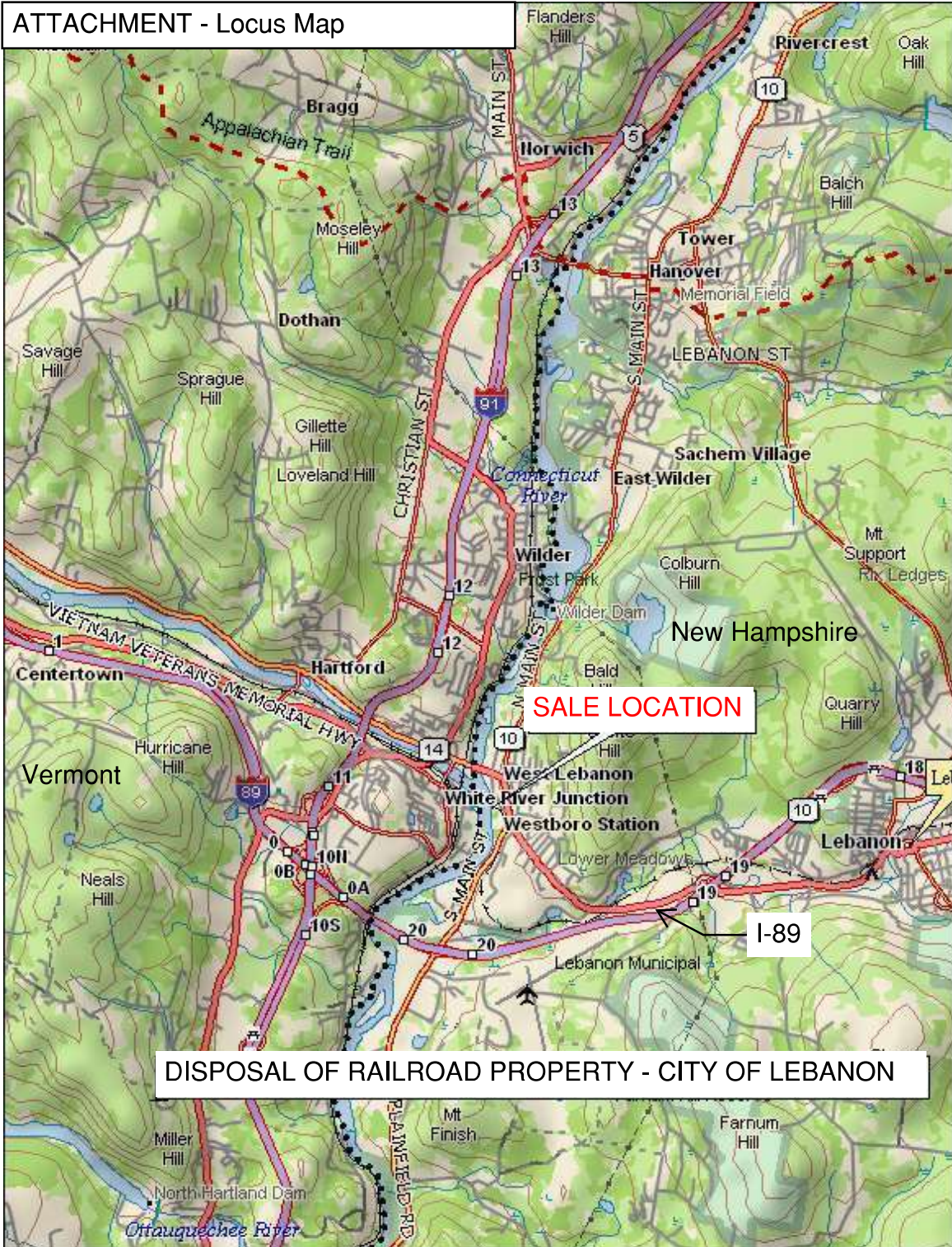


Tax Map of Westboro Rail Yard 17.53 Acres Owned by State of NH



See Attachment Parcel Maps A & Triangle Parcels and Parcel Maps B below for segments of property that are part of sale.

ATTACHMENT - Locus Map



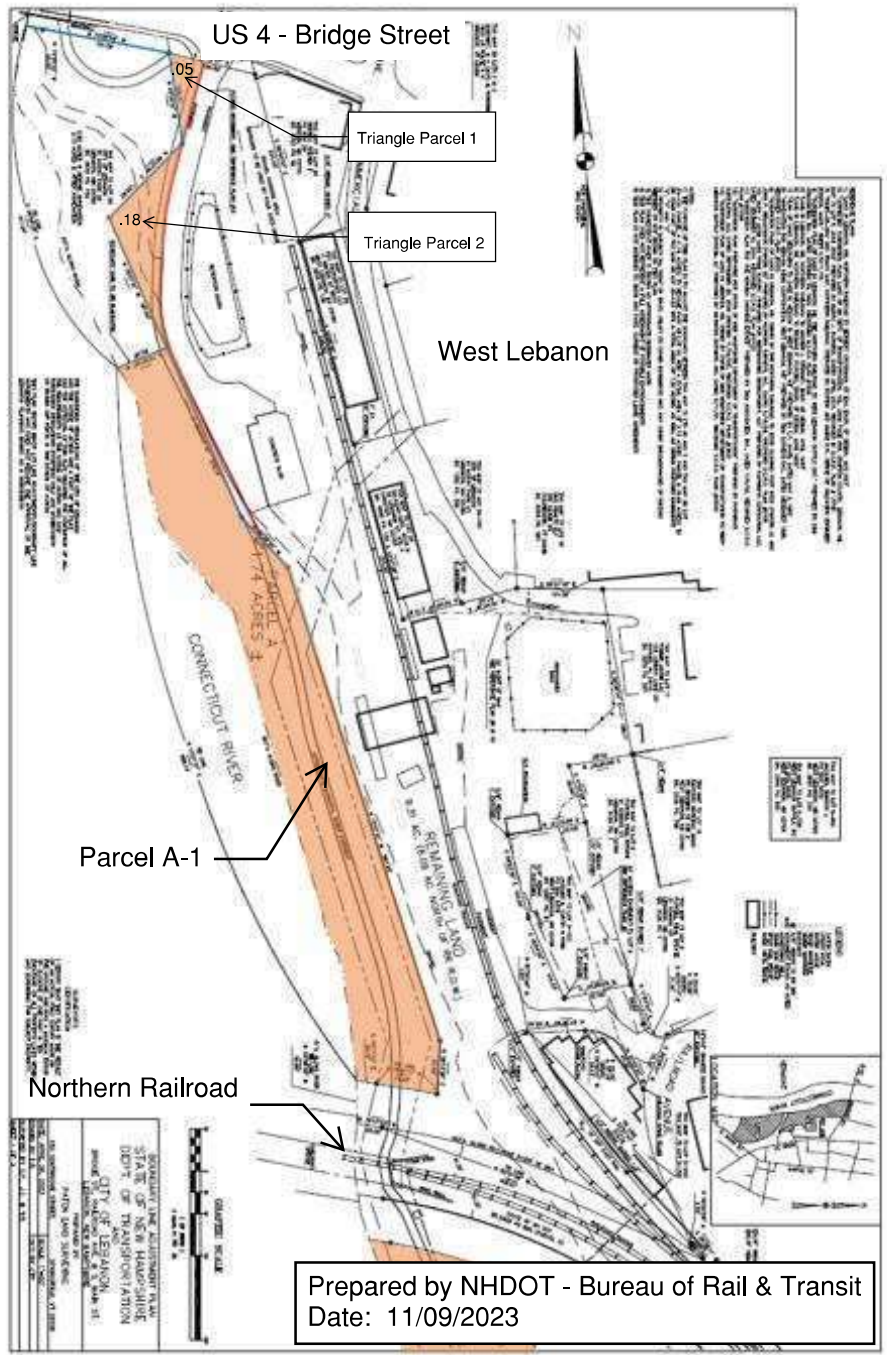
DISPOSAL OF RAILROAD PROPERTY - CITY OF LEBANON

Prepared by NHDOT - Bureau of Rail & Transit
Date: 9/21/2023

ATTACHMENT - Parcel Maps (A & Triangle Parcels)

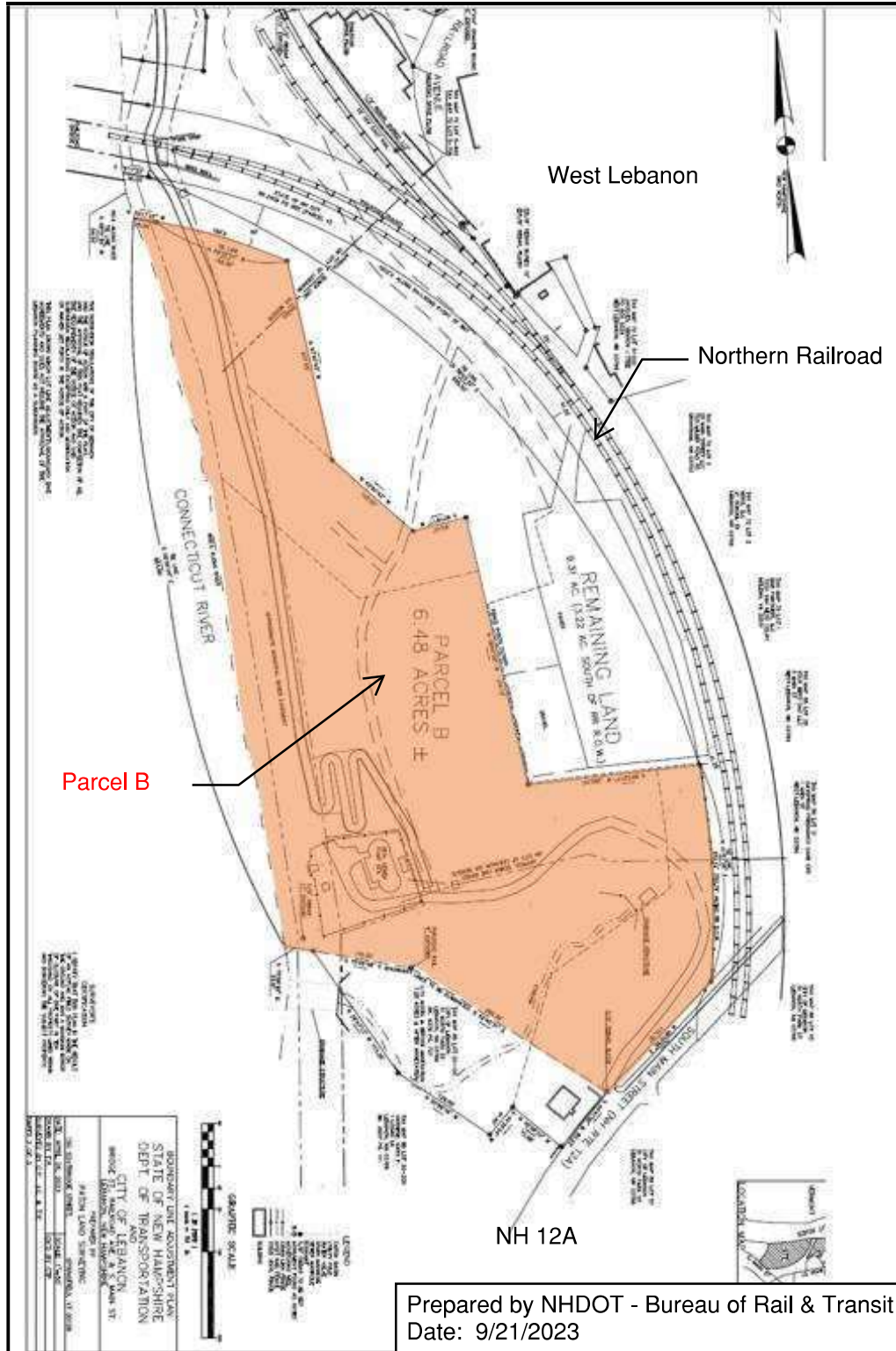
Parcel A: 1.74 Acres
Triangle Parcel 1: 0.05 Acres
Triangle Parcel 2: 0.18 Acres
Total: 1.97 Acres

Parcel A & Triangle Parcels



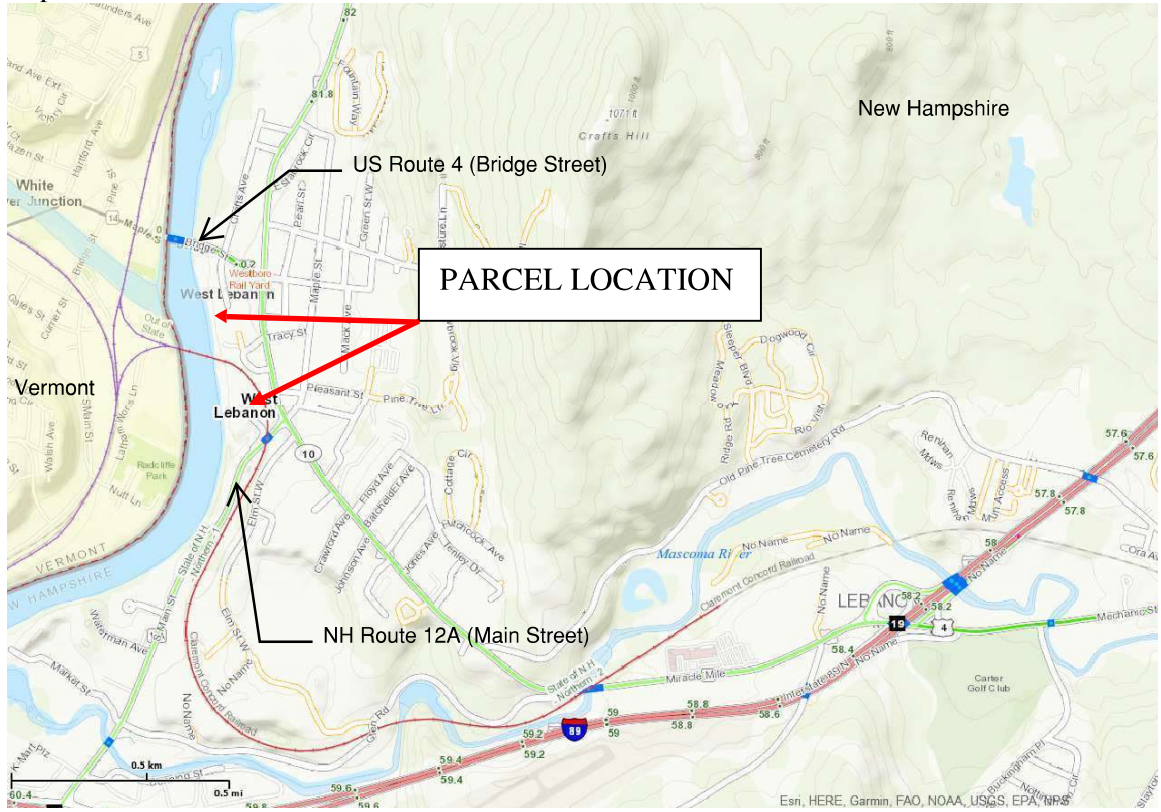
ATTACHMENT - Parcel Maps (B)

Parcel B



ATTACHMENT - Topo Map (Location)

1) Topo



Lebanon, New Hampshire
West Lebanon (Westboro) Rail Yard

Prepared by NHDOT - Bureau of Rail & Transit
Date: 9/21/2023



NEW HAMPSHIRE DIVISION OF
**HISTORICAL
RESOURCES**

Department of Natural and Cultural Resources
172 Pembroke Road, Concord, NH 03301
603-271-3483
TDD Access Relay NH 1-800-735-2964
www.nh.gov/nhdhr
preservation@dncr.nh.gov

December 28, 2023

Stephanie N. Verdile
NH Office of Planning and Development
100 North Main Street, Suite 100
Concord, NH 03301

Re: Sell 4 parcels of railroad land in Lebanon, NH
SLR 2024-001 (DHR# 11632)

Dear Ms. Verdile:

In accordance with RSA 227C-9, the Division of Historical Resources (DHR) has been asked to comment on the parcels of state-owned land referenced above.

The DHR does not object to the sale of four parcels (total of 8.45 acres) of railroad land in Lebanon to the City of Lebanon. Please note that Phase Ib Archaeological testing would be necessary behind the bunkhouse and in areas of ground-penetrating-radar burial anomalies if development were to take place requiring permits, funding, or licensing subject to Section 106 consultation with our office.

Should you have any questions regarding these comments, please feel free to contact Marika Labash, Review & Compliance Archaeologist, at 603-271-2813.

Sincerely,

A handwritten signature in blue ink, appearing to read "Nadine Miller". The signature is fluid and cursive.

Nadine Miller
Deputy State Historic Preservation Officer

From: [Marks, Nisa M](#)
To: [Verdile, Stephanie](#)
Cc: [Sales, Tracie](#); [Graaskamp, Garret](#); [Andrea LaMoreaux](#)
Subject: Re: CORD SLR Application 2024-001
Date: Monday, December 18, 2023 9:54:44 AM
Attachments: [image001.jpg](#)

Hello Stephanie,

Thank you for the opportunity to review SLR 24-001, the proposed sale of four parcels of railroad land adjacent to the Connecticut River in Lebanon. Based on the information provided, SLR 24-001 is not near or providing access to a lake and so is outside the area of interest to the Lakes Management Advisory Committee. Tracie will respond separately regarding river interests.

Thank you,

Nisa Marks
(603) 271-8811
NH Department of Environmental Services

From: Verdile, Stephanie <Stephanie.N.Verdile@livefree.nh.gov>
Sent: Wednesday, December 13, 2023 1:45 PM
To: manager@sullivancountynh.gov <manager@sullivancountynh.gov>; shaun.mulholland@lebanonnh.gov <shaun.mulholland@lebanonnh.gov>; Meghan Butts <mbutts@uvlsrpc.org>
Cc: Marks, Nisa M <nisa.m.marks@des.nh.gov>; Sales, Tracie <tracie.j.sales@des.nh.gov>; Michele Tremblay <mlt@naturesource.net>; Tom Quarles <tquarles@devinemillimet.com>; Graaskamp, Garret <Garret.W.Graaskamp@wildlife.nh.gov>
Subject: CORD SLR Application 2024-001

Good afternoon,

The attached proposal will be on the agenda for the January 11, 2024, CORD meeting.

The meeting will be held from 3:00-4:00 PM located at 100 North Main Street, Concord, NH 03301.

If you have specific questions about the application, please reach out to the Agency Contact person:

Louis A Barker, Railroad Planner
603-271-2425
Louis.a.barker@dot.nh.gov

If you have questions about the meeting, please feel free to reach out to me.

Snegach, Alvina

From: David Brooks <David.Brooks@lebanonnh.gov>
Sent: Friday, December 15, 2023 1:24 PM
To: Verdile, Stephanie; Barker, Louis
Cc: Shaun Mulholland
Subject: CORD SLR Application 2024-001
Attachments: 2023-08-30_LEBANON-RAILYARD SHEET 1.pdf; 2023-08-30_LEBANON-RAILYARD SHEET 2.pdf; CORD PACKET_Final.pdf

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Stephanie and Lou,

I reviewed the CORD Packet referenced below and noticed a couple of things, which I hope are sufficiently minor as to not disrupt or further delay the upcoming meeting. Nevertheless, I wanted to bring them to your attention.

1. The most recent surveys prepared by the City's surveyor indicate that the total area to be transferred to the City is 8.47 acres, instead of 8.45 acres as noted in the CORD Packet. Background: The surveys incorporated into the CORD packet at pages 9 and 10 are an earlier iteration that were prepared on or around 07/14/23 to depict the proposed multi-use path alignment in relation to the proposed boundary lines. At the time, the idea of transferring the two "Triangle Parcels" adjacent to the driveway from Bridge Street had not yet been formally accepted by NHDOT. Maggie Baldwin communicated by email on 08/29/23 agreeing to place the property boundary between the existing sidewalk and driveway, thereby incorporating the Triangle Parcels into the conveyance. At that point, a subsequent survey was prepared, dated 08/30/23, which was sent back to NHDOT on 10/23/23 (for what it's worth, it appears the October transmittal was sent to Maggie Baldwin, Shelley Winters, and Chuck Corliss, but did not include Lou Barker, and so he may not have been aware of the recalculated land areas). The attached August 30, 2023 surveys indicate that "Triangle Parcel 2" is actually connected to and part of Parcel A, which increased from 1.74 acres to 1.94 acres. The smaller Triangle Parcel is now referenced as Parcel B (0.05 Ac), and on the second page of the survey, the former Parcel B is now labeled as Parcel C (6.48 Ac).

2. Another very minor and perhaps irrelevant item is that Question 4a in the CORD Packet states that there are no structures on the property to be conveyed, but there is, in fact, the City's decommissioned sewer pump station structure still on the property.

Again, I wanted to make you both aware of these minor issues so they can be addressed, if appropriate, without impacting the upcoming CORD meeting on January 11, 2024.

Please let me know if I can provide any additional information.

David

DAVID R. BROOKS
DEPUTY CITY MANAGER

CITY OF LEBANON, NH
51 NORTH PARK STREET
LEBANON, NH 03766
(603)-448-4220 (OFFICE)
(603) 442-6134 (DIRECT)
DAVID.BROOKS@LEBANONNH.GOV

From: Verdile, Stephanie <Stephanie.N.Verdile@livefree.nh.gov>
Sent: Wednesday, December 13, 2023 1:45 PM
To: manager@sullivancountynh.gov; Shaun Mulholland <Shaun.Mulholland@lebanonnh.gov>; Meghan Butts <mbutts@uvlsrpc.org>
Cc: Marks, Nisa M <nisa.m.marks@des.nh.gov>; Sales, Tracie <tracie.j.sales@des.nh.gov>; Michele Tremblay <mlt@naturesource.net>; Tom Quarles <tquarles@devinemillimet.com>; Graaskamp, Garret <Garret.W.Graaskamp@wildlife.nh.gov>
Subject: [EXTERNAL] CORD SLR Application 2024-001

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Good afternoon,

The attached proposal will be on the agenda for the January 11, 2024, CORD meeting.

The meeting will be held from 3:00-4:00 PM located at 100 North Main Street, Concord, NH 03301.

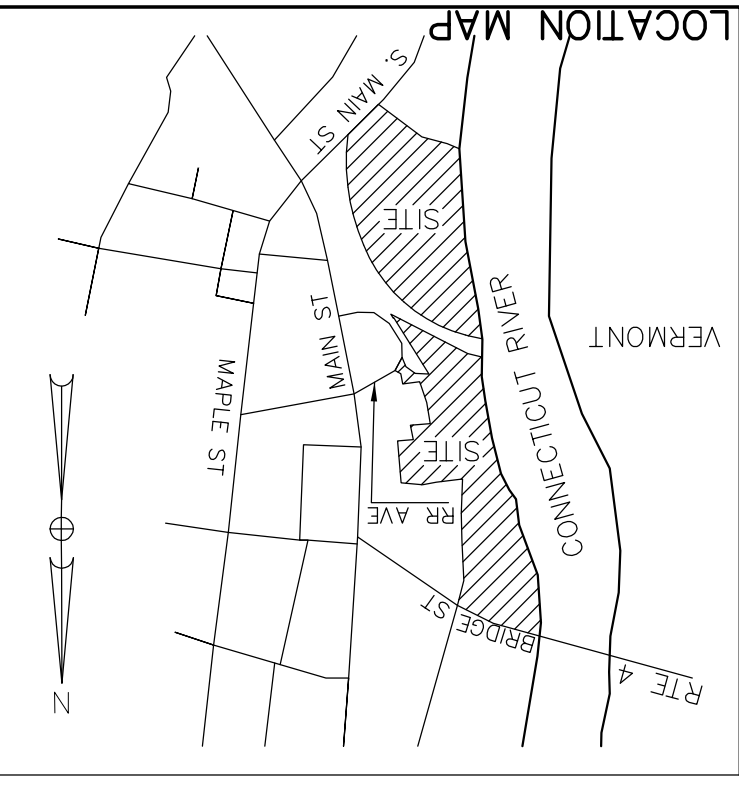
If you have specific questions about the application, please reach out to the Agency Contact person:

Louis A Barker, Railroad Planner
603-271-2425
Louis.a.barker@dot.nh.gov

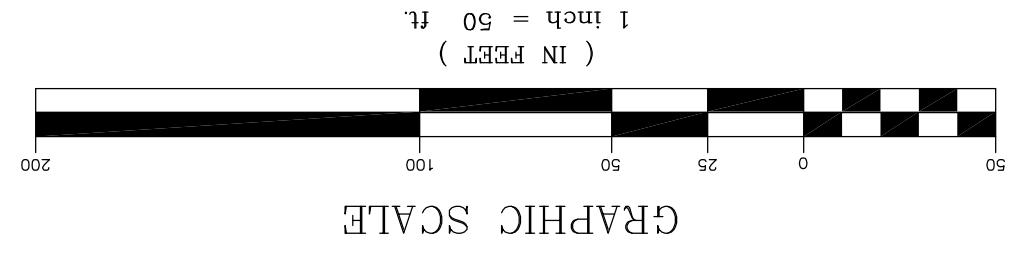
If you have questions about the meeting, please feel free to reach out to me.

Thank you-

Stephanie N. Verdile
Principal Planner
Department of Business and Economic Affairs
Office of Planning and Development
State of New Hampshire
Phone (603) 271-1765
Stephanie.N.Verdile@livefree.nh.gov
nheconomy.com // choosenh.com // visitnh.gov

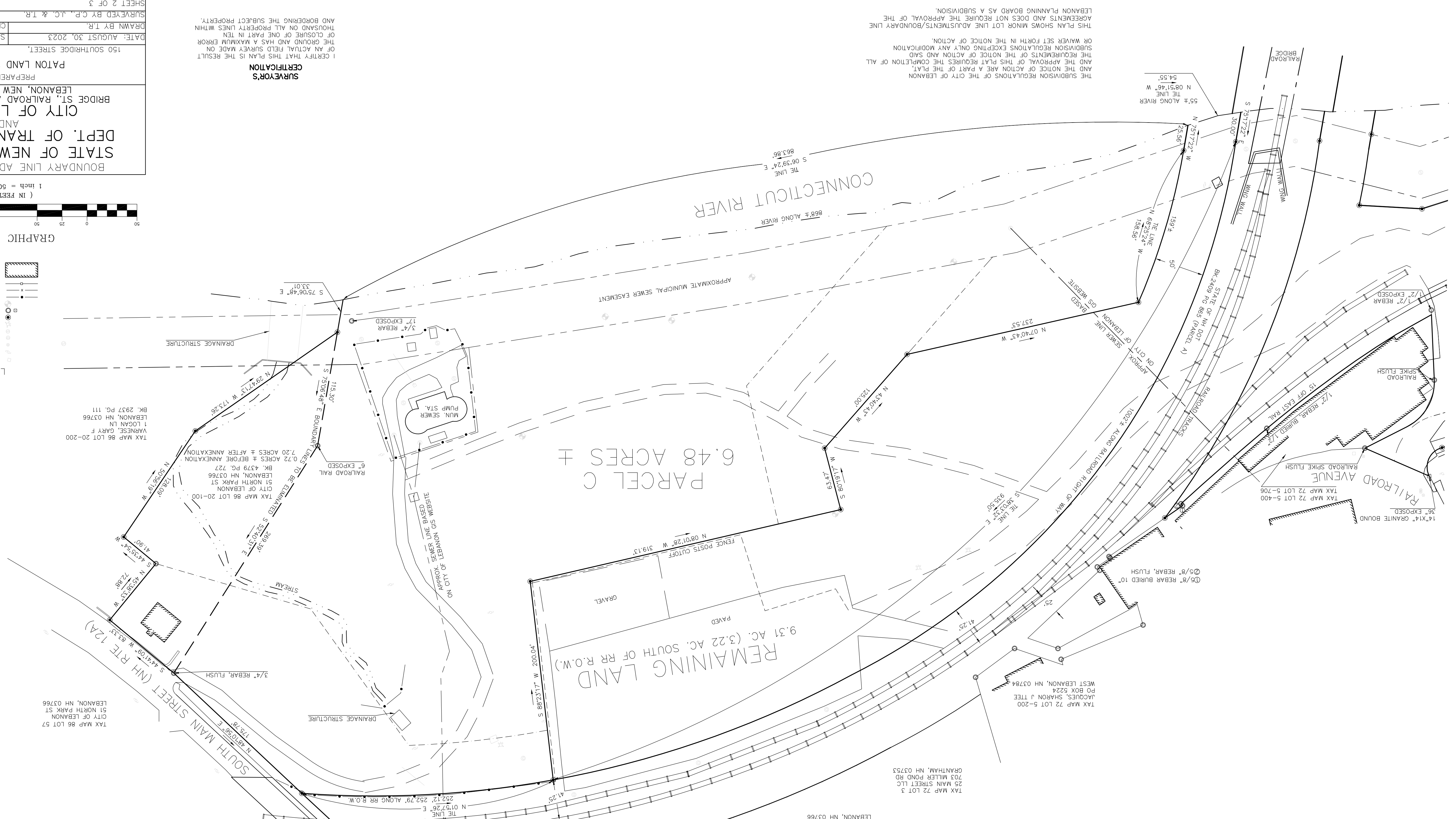


- LEGEND**
- CATCH BASIN
 - UTILITY POLE
 - WATER VALVE
 - DRAIN MANHOLE
 - SEWER MANHOLE
 - HYDRANT
 - 5/8" REBAR TO BE SET
 - MONITORING WELL
 - CHAIN LINK FENCE
 - SPLIT RAIL FENCE
 - SOLID VINYL FENCE
 - ▭ BUILDING



BOUNDARY LINE ADJUSTMENT PLAN
STATE OF NEW HAMPSHIRE
DEPT. OF TRANSPORTATION
CITY OF LEBANON
BRIDGE ST., RAILROAD AVE. & S. MAIN ST.
LEBANON, NEW HAMPSHIRE
PREPARED BY
PATON LAND SURVEYING
150 SOUTHRIDGE STREET,
SPRINGFIELD, VT 05156
SCALE: 1"=50'
DATE: AUGUST 30, 2023
DRAWN BY T.R.
SURVEYED BY C.P., J.C. & T.R.
SHEET 2 OF 3

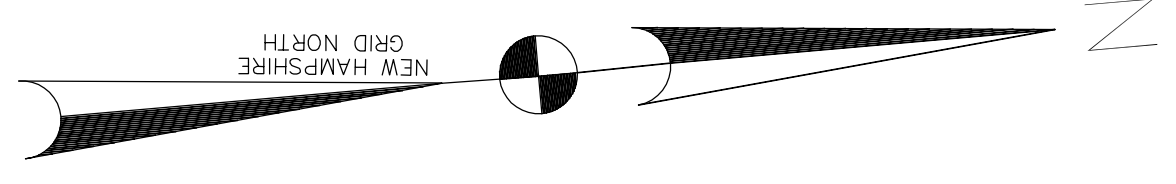
SURVEYORS
CERTIFICATION
I CERTIFY THAT THIS PLAN IS THE RESULT OF AN ACTUAL FIELD SURVEY MADE ON THE GROUND AND HAS A MAXIMUM ERROR OF CLOSURE OF ONE PART IN TEN THOUSAND ON ALL PROPERTY LINES WITHIN AND BORDERING THE SUBJECT PROPERTY.



THIS PLAN SHOWS MINOR LOT LINE ADJUSTMENTS/BOUNDARY LINE AGREEMENTS AND DOES NOT REQUIRE THE APPROVAL OF THE SUBDIVISION REGULATIONS EXCEPTING ONLY ANY MODIFICATION OR WAIVER SET FORTH IN THE NOTICE OF ACTION.

THE SUBDIVISION REGULATIONS OF THE CITY OF LEBANON AND THE APPROVAL OF THIS PLAN REQUIRES THE COMPLETION OF ALL THE REQUIREMENTS OF THE NOTICE OF ACTION AND SAID SUBDIVISION REGULATIONS EXCEPTING ONLY ANY MODIFICATION OR WAIVER SET FORTH IN THE NOTICE OF ACTION.

LEBANON PLANNING BOARD AS A SUBDIVISION.



SURPLUS LAND REVIEW

**B. SLR 2024-002 Antrim/
Bennington-
NH Department of Natural and
Cultural Resources (DNCR)-
Requests an amendment of an
existing easement with the
Towns of Antrim and
Bennington. The expansion is
to install a new water line
under an existing rail trail to a
new water filter facility and
improve access to the facility.
The expansion would become
part of the permanent
easement. The property is
located off Balch Farm Road in
Bennington**



**New Hampshire Council on
Resources and Development**

MEMORANDUM

<p>TO:</p> <p>Chad D. Monier, County Administrator Hillsborough County Board of Commissioners 329 Mast Road Suite 114 Goffstown, NH 03045</p> <p><i>Via Email cmonier@hcnh.com</i></p>	<p>Russell McAllister, Town Administrator Town of Antrim PO Box 517 Town of Antrim, NH 03440</p> <p><i>Via Email townadmin@antrimnh.gov</i></p>
<p>Debra Davidson, Town Administrator Town of Bennington 7 School Street Bennington, NH 03442</p> <p><i>Via Email ddavidson@townofbennington.com</i></p>	<p>Tim Murphy, Executive Director Southwest Regional Planning Commission 37 Ashuelot street Keene, NH 03431</p> <p><i>Via Email tmurphy@swrpc.org</i></p>

FROM: Stephanie N. Verdile, Principal Planner, Office of Planning and Development

DATE: December 14, 2023

SUBJECT: *State Owned Land, Surplus Land Review for Antrim and Bennington NH
2024 SLR 002*

RESPONSE DEADLINE: January 10, 2024

Please review the attached information to determine if your organization has any interest in this transaction. If there is an interest, please provide this office with any comment(s) in writing by the response deadline indicated above. Responses may be emailed to stephanie.n.verdile@livefree.nh.gov

Information regarding CORD and its meetings may be obtained at:

[Welcome - NH Economy](#)

The Department of Natural and Cultural Resources/NH Division of Historical Resources is asked to review this request in accordance with RSA 227-C:9.

Members of the Public Water Access Advisory Board are asked to review this request in accordance with RSA 233-A.

The Lakes Management and Protection Program, through the Rivers and Lakes Program Coordinator, is asked to review this request in accordance with RSA 483-A:5, II.

The Rivers Management and Protection Program, through the Rivers and Lakes Program Coordinator, is asked to review this request in accordance with RSA 483:8, VII and 14.



STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
OFFICE OF THE COMMISSIONER

172 Pembroke Road, Concord, New Hampshire 03301

Phone: 271-2411 Fax: 271-2629

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

December 7, 2023

Taylor Caswell, Commissioner
Business and Economic Affairs
100 North Main Street, Suite 100
Concord, NH 03301

RE: Easement amendment on State Land in Bennington, NH, (Hillsborough Recreation Trail).

Dear Commissioner Caswell,

The Department of Natural and Cultural Resources is seeking CORD approval to grant an amendment expanding the area of an existing easement involving the Towns of Antrim and Bennington. The Division of Forest and Lands, Bureau of Land Management was contacted by Antrim and Bennington. Both towns have requested additional rights to cross under the trail to a new filter facility on Town of Antrim property, and to improve the access to said facility, in the Town of Bennington, County of Hillsborough, State of New Hampshire. The attached amended and restated easement would grant them the rights they have deemed necessary to connect the well to the filter facility.

On July 27, 1995, the State of New Hampshire through the Department of Transportation (DOT) granted a waterline easement to the Towns of Antrim and Bennington. At that time DOT was the manager of the property, an old Boston and Maine rail corridor. On June 23, 2009, DOT petitioned Governor and Council to transfer a group of state-owned rail corridors, including the subject property, to the Department of Resources and Economic Development (now the Department of Natural and Cultural Resources) for use as recreation trails.

Please submit this proposal to the Council on Resources and Development (CORD) for review at its next meeting. If you have any questions, please contact Bob Spoerl at (603) 271-2765.

Sincerely,

A handwritten signature in blue ink that reads "Sarah L. Stewart".

Sarah L. Stewart, Commissioner

Council on Resources and Development
REQUEST FOR SURPLUS LAND REVIEW ACTION

Name of Requesting Agency: Dept of Natural and Cultural Resources

Agency Contact Person: Robert Spoerl
Address: 172 Pembroke Road, Concord, NH, 03301
Phone Number: 603-271-2765
E-Mail: Robert.spoerl@dnrc.nh.gov

Applicant Contact Person: _____
Address: _____
Phone Number: _____
E-Mail: _____

Location of Property: Off of Balch Farm Road, Bennington

Acreage:0 0.6 acre

Requested Action: Grant easement for underground waterline

Term of Lease or Easement: Permanent easement

.....

Please complete ALL questions below, submit one digital copy, one hardcopy with original signatures, and three photocopies of the completed application to:

NH Bureau of Economic Affairs
NH Office of Planning & Development
100 North Main St, Suite #100,
Concord, NH 03301
Attn: Stephanie N. Verdile, Principal Planner stephanie.n.verdile@livefree.nh.gov

1. What is the current use of this property?

Portion is trail surface; rest is unmanaged forest

2. What is the proposed use of this property if surplused? Please note if proposed use is intended to create a public benefit.

Intended purpose is to allow for waterlines to be buried leading from well to new filter/treatment facility and improving access to the new facility building.

3. Does the proposed use of this property entail new development? Yes No

a. If yes, is it consistent with adjacent and existing development? Yes No

b. Please describe how the proposed new development differs from or is similar to its surroundings. Also indicate how it may initiate a future change in the use of the property or its surroundings.

The Town of Antrim owns the abutting property and intends to build a new water filtering facility. It is downslope to a development with residential homes.

4. Are there any structures located on this property? Yes No

a. If yes, please describe the structures including how many and what kind?

5. Are there historical architectural or archaeological resources identified on this site?

Yes No

a. If yes, describe the resource(s)?

b. If no, contact the NH Division of Historical Resources prior to application submission.

6. **Is there any existing development or structures on adjacent sites?** Yes No

a. If yes, describe the use and number of structures of adjacent sites.
If no, where is the nearest development? (Describe distance, use, and number)

Residential homes

7. **Does the site represent the entire state property in this location?** Yes No

a. If no, please describe its relationship to the entire state holding (percentage of total acreage, percentage of overall rail length, etc).

This is roughly 240 feet of a 8 mile recreation trail

8. **Is access to this property available?** Yes No

a. If yes, how is the site accessed? (from rail, water, across applicant's property, etc)

Local neighborhood walks down extension from cul-de-sac which is the Town access to their well, and the trail has parking lots and road crossing where the public can access it.

b. If yes, is there a potential for public access interruption? Yes No

9. **Are there water resources related to this property, such as:**
Lakes/Ponds - Yes No **OR Rivers -** Yes No **OR Wetlands -** Yes No?

a. If yes, please indicate the size or extent of such resources.

Wetlands along the westerly side of the trail.

b. If yes, briefly describe how the requirements of RSA 483-B (Shoreland Water Quality Protection Act) apply to potential development of this property:

The planned development has a run-off plan.

c. If yes, briefly describe how any municipal zoning requirements for buffers or setbacks from lakes, rivers or wetlands apply to potential development of this property:

none

d. Is the property within 250 feet of a lake/pond or river/stream? Yes No

e. If lakes or rivers are related to this property, describe current public or private access from the site to the water body? Public Private No Access Available

Description:

f. How would the proposal affect the access opportunities described in e?

None known

10. Please identify any other significant resources or sensitive environmental conditions known to be located on or adjacent to this property.

	Yes (property)	Yes (adjacent property)	No
a. Steep slopes	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Wetlands (Prime and NWI)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Threatened or endangered species	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Wildlife Action Plan Critical Habitats	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Increased impervious surface	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Potential stormwater flow changes.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Agricultural soils of prime, statewide, or local importance	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. Potential river channel change	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i. Other special designations	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Please provide a description for any "yes" responses to question #10.

The area to the east of the trail is steep and sandy which the project will cut down to a lesser slope to improve access to the new building.

The wetlands to the west are in the NWI but are in the project envelope.

The WAP shows the area as "supporting landscape". Map attached.

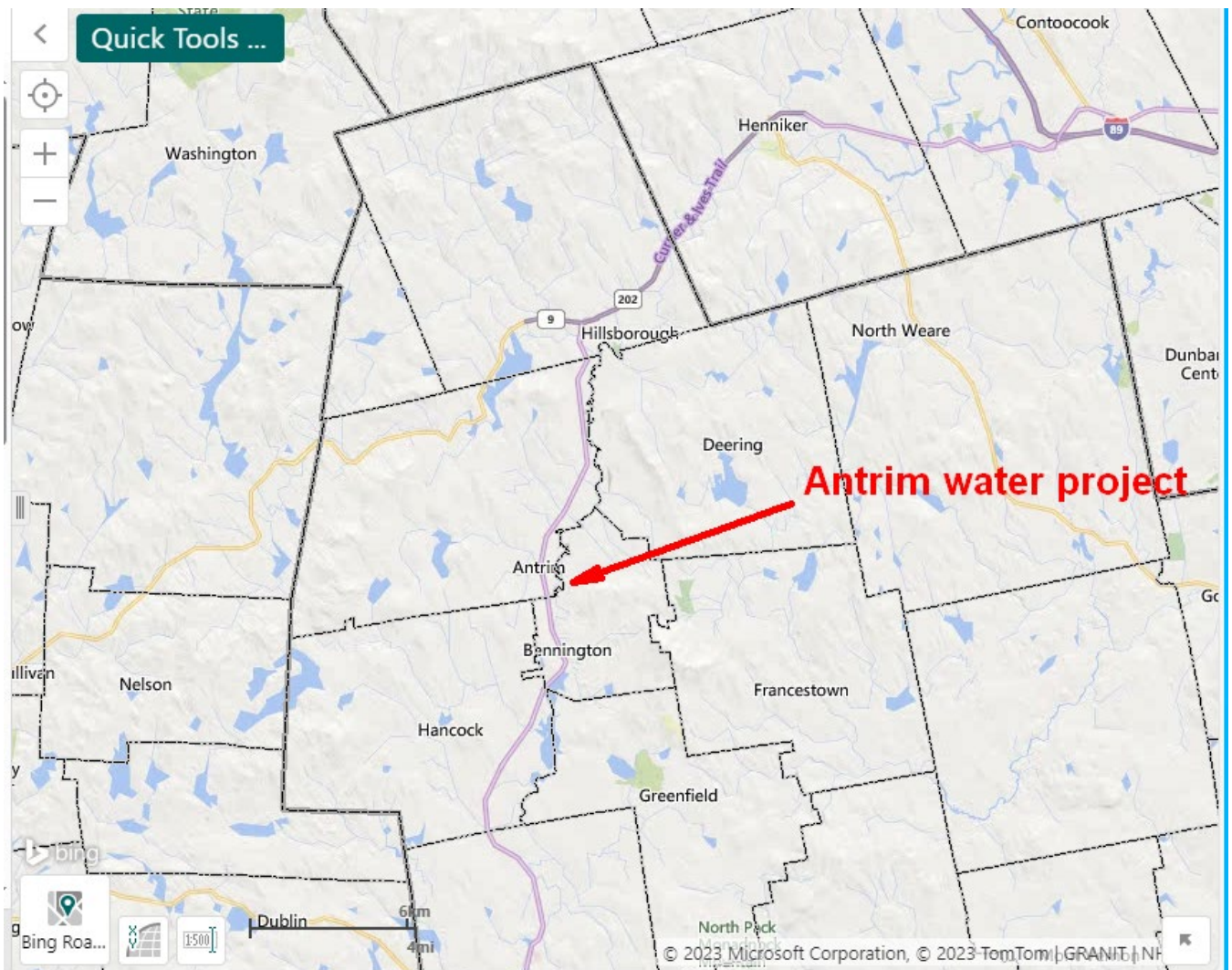
New building on adjacent property will have roof run-off and driveways. Site plans show catch basins

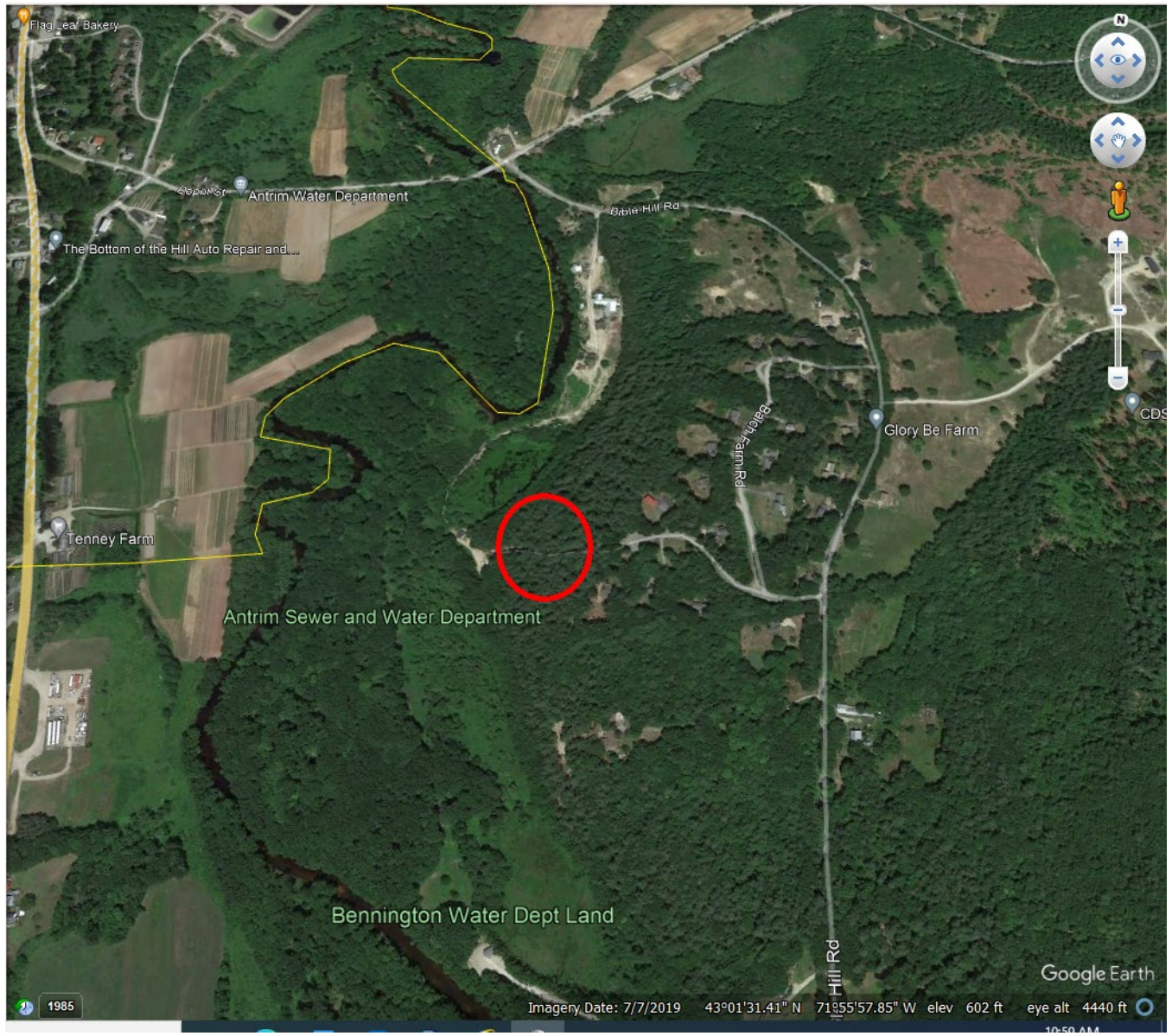
11. Attach photographs and maps of the property. Maps should highlight the requested property location and help to adequately place the property within the town.

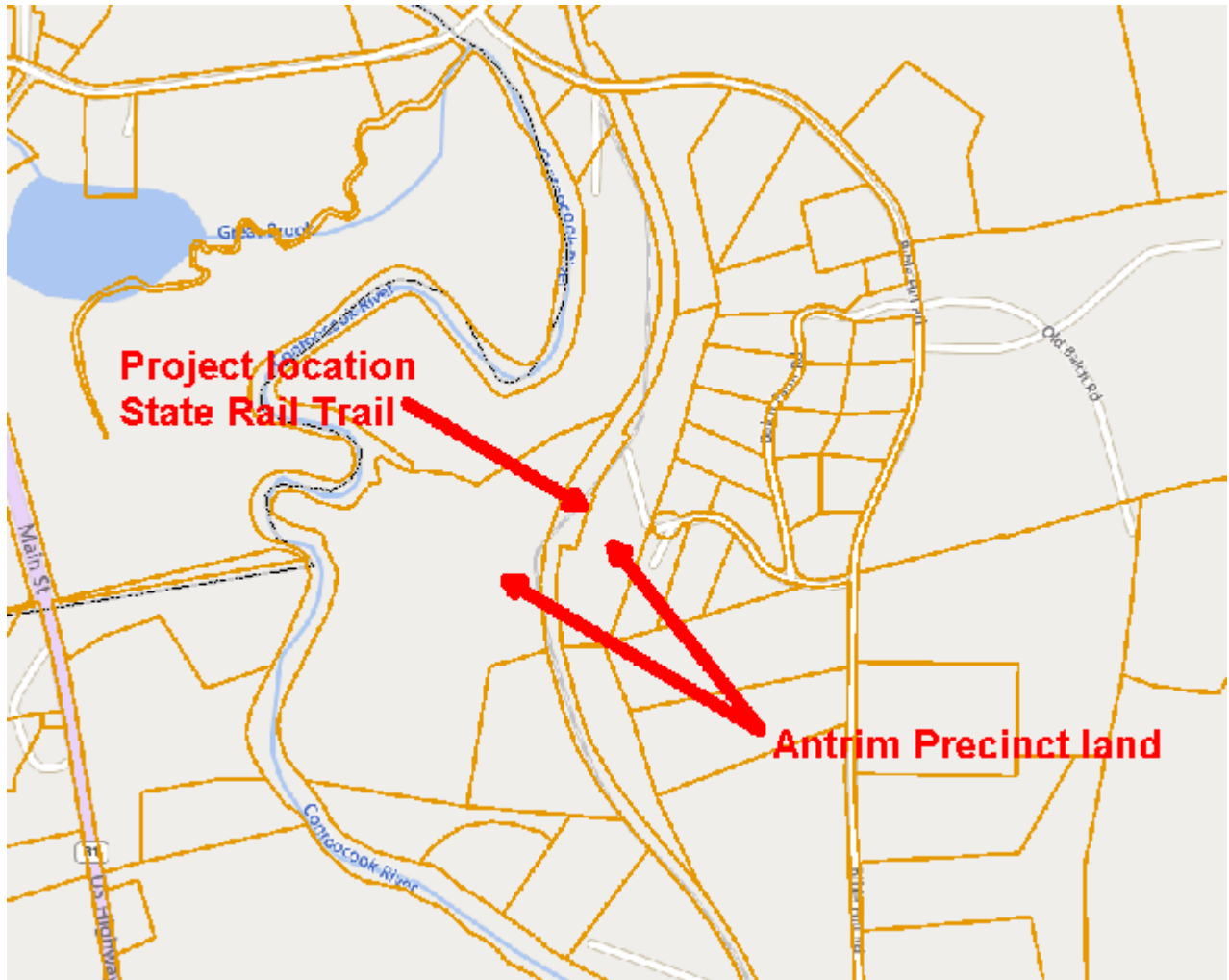
- a. Municipal tax map copy showing all abutters
- b. General location map with scale, north arrow, nearby roads, and water bodies/features*
- c. Aerial Photograph*
- d. Any site plans for new or proposed development prepared at the time of application
- e. Maps depicting rail lines, wetlands, conservation lands, rare species and exemplary natural communities, or topographic features are welcome but not required

* Maps can be created with GIS, Google, Mapquest, GRANIT data mapper, or any other readily available mapping service.

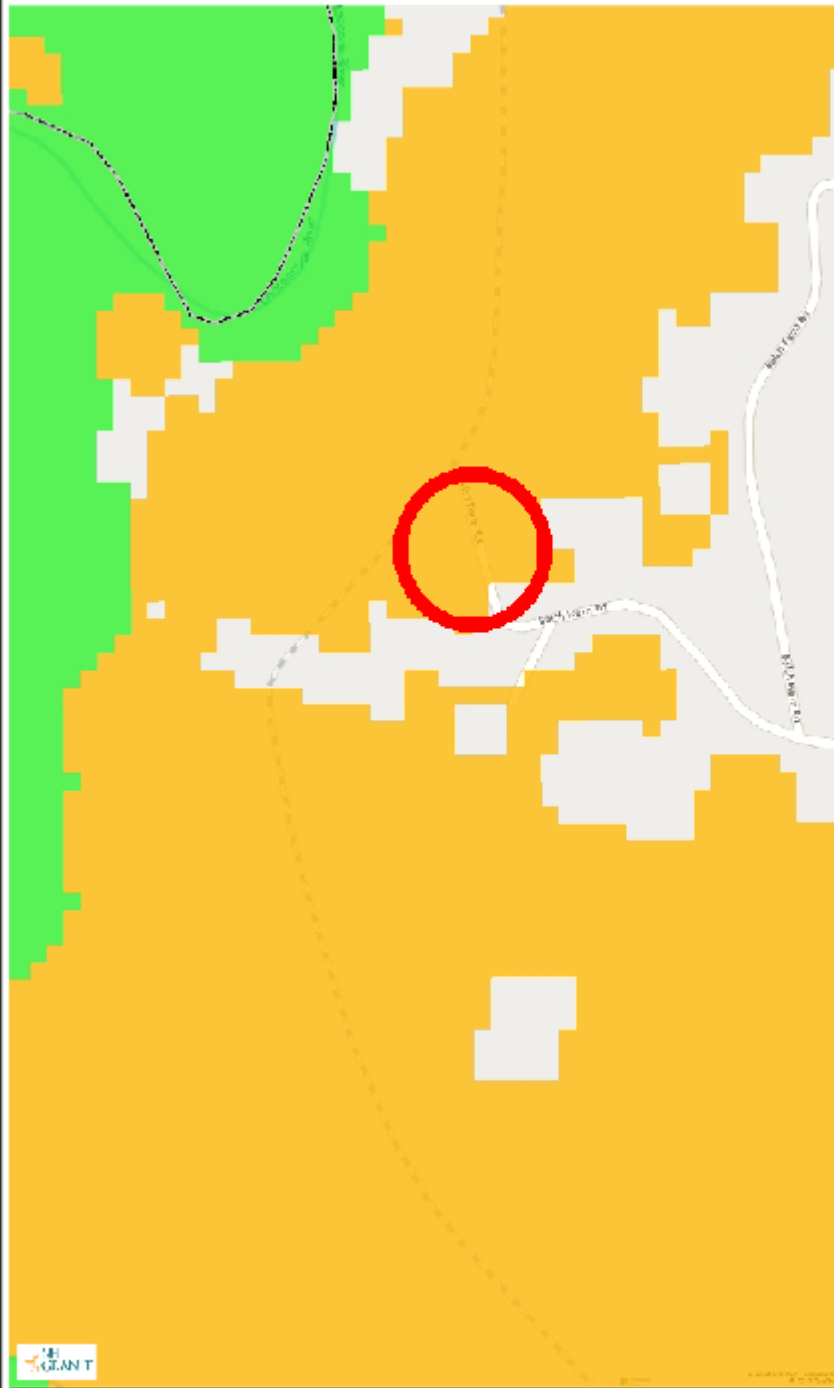
Please paste any maps and photographs submitted as part of this application here.







Map by NH GRANIT



Legend

- State
- County
- City/Town
- WAP 2020: Highest Ranked Wildlife Habitat
 - 1H highest Ranked Habitat in NH
 - 2H highest Ranked Habitat in Region
 - 3 Supporting Landscapes

Map Scale

1: 3,217



© NH GRANIT, www.granit.nh.edu
Map Generated: 12/5/2023

Notes



AMENDED AND RESTATED EASEMENT

KNOW ALL MEN BY THESE PRESENTS

THAT, the State of New Hampshire, by Sarah L. Stewart, Commissioner of the New Hampshire Department of Natural and Cultural Resources, for considerations received, to it in hand before the delivery hereof, well and truly paid by the Towns of Antrim and Bennington, municipal corporations in the County of Hillsborough, State of New Hampshire, does hereby grant to said Towns of Antrim and Bennington, an easement to install, maintain, repair and replace underground waterlines and associated infrastructure to connect the existing municipal water supply to a new filter facility on property of the Town of Antrim. Also granting the right of ingress and egress to and from the premises for any and all purposes necessary or convenient to the exercise by the Grantee and assigns of the rights granted herein. Said premises is located in the Town of Bennington, County of Hillsborough, State of New Hampshire, bounded and described as follows:

A certain tract of land as shown on an amended "Site Plan prepared for TOWN OF BENNINGTON, WATER & SEWER COMMISSIONERS, Bennington, New Hampshire Scale: 1"= 100' April 14, 1995 AMENDED Dec 1, 2023" on file in the records of the State of New Hampshire Department of Natural and Cultural Resources; bounded on the north by lands of the State at Railroad Engineer Station 1158+00 as shown on Railroad Valuation Map V34-08; for a width of 115 feet to station 1160+40; thence narrowing to 66 feet to station 1162+40; thence narrowing to the original 20 foot wide easement bounded on the west by a line 10 feet easterly of and parallel to the westerly edge of the right of way and bounded on the east by remaining land of the State.

The above-described easement is subject to and conditioned upon the performance by the Grantees, their successors and assigns, that these conditions and restrictions listed below are covenants running with the land.

- 1.) The Grantees agree that all work on construction, maintenance, repair and reconstruction of: a pipeline connecting the municipal water supply wells of the Towns of Antrim and Bennington (hereinafter referred to as the facility); and a new pump station in a different location shall be performed at the time and under conditions acceptable to the State.
- 2.) The Grantees agree that they are liable for the cost of all work required to use, maintain, repair and reconstruct said facility. Such liability shall include the cost of all on-site inspectors necessary in the sole judgment of the State.
- 3.) The State, its lessees and assigns shall have the right at any time to lay down, maintain and operate tracks as it may elect at the location herein described provide the State, its lessees and assigns do not unreasonably interfere with the rights herein granted to the Grantee.
- 4.) The Grantees shall in no way interfere with the use of the subject property by the State, its lessees or assigns over the land covered by this easement.
- 5.) The Grantees, their employees, contractors and agents agree to defend, indemnify and hold harmless the State, its lessees, assigns, officers, agents, employees and potential

operating railroad against any and all loss, cost, damage and expense, including damage to the State's property or to the property of others, injury or death to the State's employees or to others, due directly or indirectly in any way to the use, maintenance, installation, removal or existence of this facility. The Grantees further agree that their contractor shall obtain and keep in force during the construction of this facility and to pay the premiums on a policy or policies of insurance covering the following at said facility, designating the State of New Hampshire as additionally insured.

- A.) Contractors' Public and Property Damage Liability:
\$1,000,000.00 each occurrence/\$2,000,000.00 in the aggregate
- B.) Contractors' Protective Private and Property Damage Liability:
\$1,000,000.00 each occurrence/\$2,000,000.00 in the aggregate

After satisfactory construction of this facility, the Grantee further agrees to obtain and keep in force for the life of the facility, a policy or policies or insurance covering said facility.

- A.) Bodily Injury and Property Damage Liability:
\$1,000,000.00 each occurrence/\$2,000,000.00 in the aggregate

Procurement and delivery to the State of New Hampshire a certificate indicating such insurance acceptable to the State is a condition precedent to the effectiveness of this easement. Nothing contained herein shall be construed as a waiver of sovereign immunity.

6.) The Grantees shall obtain a performance bond or a bank's irrevocable letter of credit in the amount of Two Thousand Five Hundred (\$2,500.00) Dollars subject to all of the specified covenants contained herein, which shall be posted with the State of New Hampshire Department of Natural and Cultural Resources, Bureau of Trails, prior to the commencement of construction and shall remain in effect for one (1) year following the completion of the facility.

7.) The Grantees agree to protect existing drainage facilities located on the State property and agree to repair or replace as necessary any drainage as a result of the easement herein conveyed.

8.) Unpaved areas disturbed by the use or reconstruction of the facility shall be reshaped to drain freely to the State's satisfaction and, in addition, areas within the easement area by outside the paved area of the road shall be loamed and seeded in accordance with acceptable erosion control practices. The State shall be the sole determining entity in regard to the grading of all reshaped areas.

9.) Notwithstanding this easement, the State retains ownership of the right-of-way, and such track or right-of-way as may hereafter be constructed, operated or utilized by the State or by its lessees or assigns.

10.) The Grantees agree that easement shall be used exclusively by the Grantees, their employees, successors and assigns, business invitees and agents as a pipeline connecting the municipal water supply wells of the Towns of Antrim and Bennington.

11.) The Grantees shall coordinate any and all work within the right-of-way with the New Hampshire Department of Natural and Cultural Resources through its Bureau of Trails, at (603) 271-3254 by giving them advance notice of work to be performed in the easement area so the public can be notified, if necessary, at the determination of the State.

TO HAVE AND TO HOLD said premises to Grantees, the Towns of Antrim and Bennington, their successors and assigns forever for the uses and purposes herein before described.

IN WITNESS WHEREOF, the State of New Hampshire has caused its name to be set and its seal to be hereunto affixed by Sarah L. Stewart, Commissioner of the Department of Natural and Cultural Resources, duly authorized this _____ day of _____, 2023.

Signed, sealed and Delivered

In the presence of:

THE STATE OF NEW HAMPSHIRE

By: _____

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

STATE OF NEW HAMPSHIRE

COUNTY OF MERRIMACK

On this _____ day of _____, 2023, before me, _____, the undersigned officer, personally appeared, _____, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that she executed the same in the capacity there stated and for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public/Justice of the Peace



NEW HAMPSHIRE DIVISION OF
**HISTORICAL
RESOURCES**

Department of Natural and Cultural Resources
172 Pembroke Road, Concord, NH 03301
603-271-3483
TDD Access Relay NH 1-800-735-2964
www.nh.gov/nhdhr
preservation@dnr.nh.gov

December 28, 2023

Stephanie N. Verdile
NH Office of Planning and Development
100 North Main Street, Suite 100
Concord, NH 03301

Re: Easement amendment on State Land in Bennington, NH (Hillsborough Recreation Trail)
SLR 2024-002 (DHR# 15588)

Dear Ms. Verdile:

In accordance with RSA 227C-9, the Division of Historical Resources (DHR) has been asked to comment on the parcel of state-owned land referenced above.

The DHR does not object to the expansion of the easement involving the Towns of Antrim and Bennington to improve access and connect a well to a new filter facility.

Should you have any questions regarding these comments, please feel free to contact Marika Labash, Review & Compliance Archaeologist, at 603-271-2813.

Sincerely,

Nadine Miller
Deputy State Historic Preservation Officer

From: [Marks, Nisa M](#)
To: [Verdile, Stephanie](#)
Cc: [Sales, Tracie](#); [Graaskamp, Garret](#); [Andrea LaMoreaux](#)
Subject: Re: CORD SLR Application 2024-002
Date: Monday, December 18, 2023 9:53:44 AM
Attachments: [image001.jpg](#)

Hello Stephanie,

Thank you for the opportunity to review SLR 24-002, the proposed grant of an easement to Antrim and Bennington for water supply access. Based on the information provided, SLR 24-002 is not near or providing access to a lake and so is outside the area of interest to the Lakes Management Advisory Committee. Tracie will respond separately regarding river interests.

Thank you,

Nisa Marks
(603) 271-8811
NH Department of Environmental Services

From: Verdile, Stephanie <Stephanie.N.Verdile@livefree.nh.gov>
Sent: Wednesday, December 13, 2023 2:04 PM
To: ccoates@co.cheshire.nh.us <ccoates@co.cheshire.nh.us>; townadmin@antrimnh.gov <townadmin@antrimnh.gov>; ddavidson@townofbennington.com <ddavidson@townofbennington.com>; Tim Murphy <tmurphy@swrpc.org>
Cc: Marks, Nisa M <nisa.m.marks@des.nh.gov>; Sales, Tracie <tracie.j.sales@des.nh.gov>; Michele Tremblay <mlt@naturesource.net>; Tom Quarles <tquarles@devinemillimet.com>; Graaskamp, Garret <Garret.W.Graaskamp@wildlife.nh.gov>
Subject: CORD SLR Application 2024-002

Good afternoon,

The attached proposal will be on the agenda for the January 11, 2024, CORD meeting.

The meeting will be held from 3:00-4:00 PM located at 100 North Main Street, Concord, NH 03301.

If you have specific questions about the application, please reach out to the Agency Contact person:

Robert Spoerl, NHDNCR
172 Pembroke Road, Concord, NH, 03301
603-271-2765
Robert.spoerl@dncr.nh.gov

If you have questions about the meeting, please feel free to reach out to me.