



New Hampshire Council on Resources and Development (CORD) Meeting

Date: Thursday, March 7, 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 January 11, 2024, draft minutes
- III. LAND & COMMUNITY HERITAGE INVESTMENT PROGRAM (LCHIP)**
 - A. Nothing at this time
- IV. LAND CONSERVATION INVESTMENT PROGRAM (LCIP)**
 - A. Steve Walker, Director Conservation Land Stewardship Program (CLSP) review and request re-authorization of Memorandum of Agreement (MOA) for the Land Conservation Endowment (LCE) monitoring program with Department of Justice (DOJ).
- V. SURPLUS LAND REVIEW**
 - A. Nothing at this time
- VI. OTHER BUSINESS**
 - A. Board on Geographic Name Change (BGN) - Ken Gallager, Principal Planner, Office of Planning and Development (OPD). BGN presentation and discussion regarding a name change requests for "Eastman Cove", located in Sandwich, NH.
 - B. Next Meeting: **May 9, 2024**, from 3:00 to 4:00 P.M.

II. MINUTES

A. Approval of January 11, 2024, draft minutes



New Hampshire Council on Resources and Development

DRAFT MINUTES – January 11, 2024

MEMBERS PRESENT

- Joseph Doiron, Designee, Department of Business and Economic Affairs, Chair
- John Martin, Designee, NH Department of Health and Human Services
- Mark Doyle, Designee, Department of Safety
- 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
- Jack Ruderman, Designee, NH Housing Finance Authority
- Betsey McNaughten, Designee, NH Fish & Game

MEMBERS ABSENT

- 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
- Ben Engle, Land Conservation Specialist, NH Land & Community Heritage Investment Program (LCHIP)
- Timothy J. McNamara, Mayor of Lebanon, NH
- Shaun Mulholland, City Manager, Lebanon NH

ROLL CALL AND INTRODUCTIONS

The meeting was opened at 3:00 P.M. by Chair Doiron.

MINUTES

A. Approval of December 14, 2023, draft minutes

Draft December 14, 2023, minutes were reviewed, no changes were made.

MOTION: *On a motion by Mr. Martin, seconded by Mr. Jasper, the December 14, 2023, minutes were approved as presented by a unanimous vote in favor.*

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I. 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.

Mr. Engel introduced himself and presented the details of the request for CORD to approve the annual distribution request from the Community Conservation Endowment fund in the amount of \$227,043.00 including up to \$168,325.00 for awarding Stewardships Grants and \$58,718.00 for supporting LCHIP annual monitoring and stewardship programs.

MOTION made by Mr. Jasper, duly seconded by Mr. Doyle: to approve the annual distribution request from the Community Conservation Endowment fund in the amount of \$227,043.00 including up to \$168,325.00 for awarding Stewardships Grants and \$58,718.00 for supporting LCHIP annual monitoring and stewardship programs. Motion passed by a unanimous vote in favor.

II. 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.

Mr. Walker introduced himself and Charlotte Harding and spoke about the custodial agreement that requires renewal with the State Treasury. He noted CORD is a signatory and due to some recent personnel changes, the agreement will need to be resigned, which is something that needs to be worked out between CORD and the Treasury.

After a brief discussion on how to proceed, it was determined that Ms. Verdile, with the help from Mr. Walker and Ms. Harding, will work on updating the signatures on the Custodial Agreement.

Then Mr. Walker informed members of CORD about the CLSP funding sources and said that one of them will end at the end of this year, which means that the program will lack \$34,000 in funding each year.

Then Mr. Walker spoke about the Memoranda of Understanding/Agreement with various agencies that allow additions to the Land Conservation Endowment for properties that are being added for stewardship. The ones in particular Mr. Walker mentioned were:

- a. NH Fish and Game – Expired 6/30/2023
- b. NH-DNCR – Expires 6/30/2024
- c. NH-DOJ – Expires 6/30/2024
- d. NH-DAMF – None exists

After a question from Ms. McNaughten, Mr. Walker clarified that DNCR received a legal opinion that by having these MOA's approved by Governor & Council (G&C), an agency does NOT have to return to G&C each time a new contribution comes in. He noted it would be good if this was memorialized somehow so that CLSP could have it for their files.

101 There was a brief discussion about the Land Conservation Endowment and all the parties
102 involved in managing it and handling interest payments.

103

104 **MOTION** made by Mr. Jasper, duly seconded by Ms. McNaughten, to approve the authorization
105 of Memorandum of Agreements for the Land Conservation Endowment Monitoring Program for
106 finalization and approval for the March CORD meeting. Motion carried by a unanimous vote in
107 favor.

108

109 Mr. Walker also said CLSP is now two and a half years old and the vehicle it uses has been
110 inherited by the program and is rather old and possibly needs to be replaced.

111

112 Chair Doiron noted this is a matter that would need to be addressed with staff first. He
113 suggested to put it on the March 7th CORD meeting agenda.

114

115 SURPLUS LAND REVIEW

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- 118 **A. SLR 2024-001 Lebanon - NH Department of Transportation (NHDOT)**
119 **proposes to sell four parcels of land for a total of 8.45 acres to the City of**
120 **Lebanon, an abutter, for river buffer and recreation purposes per RSA**
121 **228:57. The property is known as the Westboro Rail Yard located along the**
122 **Connecticut River in the City of Lebanon.**

122

123 Chair Doiron asked Mr. LaBonte to speak about details of the application. Mr. LaBonte noted he
124 did not have much exposure to the sale and someone else from his agency was supposed to
125 present this application to CORD. He said he will abstain from further discussion and voting on
126 that application.

127

128 Chair Doiron read the proposal into the record which is from the NH Department of
129 Transportation (NHDOT) proposing to sell four parcels of land for a total of 8.45 acres to the
130 City of Lebanon, an abutter, for river buffer and recreation purposes per RSA 228:57. The
131 property is known as the Westboro Rail Yard located along the Connecticut River in the City of
132 Lebanon.

133

134 Ms. Verdile added there were comments from various stakeholders that were submitted to
135 CORD members for review in the packet.

136

137 Shaun Mulholland, City Manager, Lebanon NH, answered questions from CORD. He spoke
138 about the project which has been in the process for over 20 years and is done in cooperation
139 with NHDOT as a partner. He also mentioned a planned bridge replacement on 12-A and the
140 new access road to the new park area. That access road will be shared with NHDOT to the area
141 that they will be leasing for economic development purposes. He said that the new park will be a
142 green space and a place for people to play frisbee and walk their dogs. There is a trail along the
143 edge of the river that goes along with that and there will be a parking area that will be
144 constructed as part of that. Mr. Mulholland continued to say there is quite a bit of contamination
145 on the site, so a membrane will have to be put down before doing the work that needs to be
146 done there. He said there are PFAs chemicals in the soil from the previous railroad activities
147 from years ago. Mr. Mulholland discussed how this project will tie into the existing rail trail
148 corridor that goes all the way down to Concord, Salem and then to Vermont. It is going to tie into
149 the entire system with building all the pieces of that, thanks to the help of the state and NHDOT
150 over the years. Mr. Mulholland concluded that the final design is already done and paid for.

151

152 Ms. Verdile noted there were comments received from the Upper Valley Lakes Regional
153 Planning Commission expressing support for the project. She also noted there were comments
154 from the Lebanon City Manager with some clarifications on the application and some questions
155 about the actual land size (8.47 acres), whether some parcels has been transferred already,
156 and some questions on the plans. Ms. Verdile suggested if a motion is made, it should include
157 language that NHDOT should get the get the comments from the City to make sure that any
158 issues are addressed before anything proceeds forward.

159
160 Mr. Doiron checked with Attorney Brooks on the possible language for the motion regarding
161 land size and Mr. Brooks suggested using “approximately 8.47 acres.”
162

163 **MOTION** made by Mr. Martin, seconded by Mr. Jasper: to recommend approval of the sale of
164 land, known as the Westboro Rail Yard along the Connecticut River, for a total of approximately
165 8.47 acres to the City of Lebanon for river buffer and recreation purposes. Motion carried with all
166 voting yes, but Mr. LaBonte, who abstained.

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168

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

176

177 Mr. Hackley presented the details of the DNCR application seeking CORD approval to grant an
178 amendment expanding the area of an existing easement involving the towns of Antrim and
179 Bennington. Both towns have requested additional rights to cross under the existing trail to a new
180 water filter facility in order to improve access to the said facility. The attached amended
181 easement would grant both municipalities the rights they have deemed necessary to connect
182 the well to the water filter facility and expand an existing easement. Mr. Hackley noted it has all
183 been approved by the DOJ.

184

185 **MOTION** made by Ms. McNaughten, seconded by Mr. Jasper: to recommend
186 the amendment of an existing easement with the Towns of Antrim and Bennington in order to
187 install a new water line under an existing rail trail to a new water filter facility and improve
188 access to the facility. The expansion would become part of the permanent easement. Motion
189 carried with all voting yes, but Mr. Hackley, who abstained.

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191

192 **OTHER BUSINESS**

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194 **Ken Gallagher, Principal Planner, Office of Planning and Development (OPD) – update on**
195 **the Federal Board of Geographic Names action on Mt. Washington renaming proposal.**

196

197 Mr. Gallagher thanked CORD members and their respective agencies for providing comments on
198 the noted proposal and said the Board of Geographic Names just voted to reject the proposal to
199 rename Mt. Washington by a vote of 18:0 with two abstentions.

200

201 Mr. Gallagher briefly answered questions from CORD on other proposal that was discussed
202 (Baker River) and the rationale for rejecting the Mt. Washington one. He also updated the

203 CORD members about a project going on right now at the federal level to come up with policies
204 on dealing with derogatory and offensive names. Mr. Gallager also noted he will forward another
205 proposal to CORD under the offensive name change umbrella for some smaller water bodies in
206 NH which may make it onto the March 7th agenda.

207

208 **A. Next Meeting: March 7, 2024, from 3:00 to 4:00 P.M. Deadline for SLR applications is**
209 **February 2, 2024.**

210

211

212 ***MOTION:*** *After a motion by Mr. Jasper, seconded by Ms. McNaughten, and a unanimous vote*
213 *in favor, the meeting was adjourned at 3:46 PM.*

DRAFT

**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 with Department of
Justice (DOJ).**

From: [Verdile, Stephanie](#)
To: [McNaughten, Elizabeth \(Betsey\)](#); [Hackley, Patrick](#); [Aslin, Christopher](#); [Duffy, Stacy](#); richard.bowen@treasury.nh.gov; [Brooks, Kelvin \(Allen\)](#); [Walker, Steve](#); [Harding, Charlotte](#)
Subject: FW: Updates to Land Conservation Endowment 10-year MOAS with CORD
Date: Wednesday, February 21, 2024 1:53:00 PM
Attachments: [DOJ - LCE 10 year MOA 07-14.pdf](#)
[DNCR - LCE 10 year MOA 07-14 - G&C.pdf](#)
[E&C LCE 10 year MOA 07-14.pdf](#)
Importance: High

Good afternoon,

In preparation for the CORD meeting on March 7, 2024, I am sending this information along as a reminder that the attached materials are scheduled to be finalized at next week's CORD meeting.

These items were discussed at the January CORD meeting. I have included a section of the draft minutes for your convenience to you help you prepare for the March meeting.

Mr. Walker introduced himself and Charlotte Harding and spoke about the custodial agreement that requires renewal with the State Treasury. He noted CORD is a signatory and due to some recent personnel changes, the agreement will need to be resigned, which is something that needs to be worked out between CORD and the Treasury.

After a brief discussion on how to proceed, it was determined that Ms. Verdile, with the help from Mr. Walker and Ms. Harding, will work on updating the signatures on the Custodial Agreement.

Then Mr. Walker informed members of CORD about the CLSP funding sources and said that one of them will end at the end of this year, which means that the program will lack \$34,000 in funding each year.

Then Mr. Walker spoke about the Memoranda of Understanding/Agreement with various agencies that allow additions to the Land Conservation Endowment for properties that are being added for stewardship. The ones in particular Mr. Walker mentioned were:

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- c. NH-DOJ – Expires 6/30/2024
- d. NH-DAMF – None exists

After a question from Ms. McNaughten, Mr. Walker clarified that DNCR received a legal opinion that by having these MOA's approved by Governor & Council (G&C), an agency does NOT have to return to G&C each time a new contribution comes in. He noted it would be good if this was memorialized somehow so that CLSP could have it for their files.

There was a brief discussion about the Land Conservation Endowment and all the parties involved in managing it and handling interest payments.

MOTION made by Mr. Jasper, duly seconded by Ms. McNaughten, to approve the authorization of Memorandum of Agreements for the Land Conservation Endowment Monitoring Program for finalization and approval for the March CORD meeting. Motion carried by a unanimous vote in favor.

Please reach out to Steve or Charlotte if you have any questions about the MOAs.

Steve/Charlotte have you finalized the names for the Custodial Agreement yet? If so, please send the revised agreement to me and Attorney Brooks.

Thank you.

From: Walker, Steve <stephen.g.walker@clsp.nh.gov>
Sent: Monday, January 22, 2024 6:11 AM
To: Verdile, Stephanie <Stephanie.N.Verdile@livefree.nh.gov>
Cc: King, Jessica <Jessica.A.King@doj.nh.gov>
Subject: Updates to Land Conservation Endowment 10-year MOAS with CORD
Importance: High

Good Morning Stephanie, I wanted to get your thoughts, advice, recommendations on how you think we ought to proceed in getting the respective MOAs updated, and any specific items I can do to be helpful and supportive. Since none of us was around for the first iteration of these your guidance will be helpful. CORD, being responsible for the Land Conservation Endowment, is central to the effort. My sense is that these are all relatively simple and can follow much the same format with some required edits. I would expect that they would each require some oversight and / or review by the counsel to CORD and that is an item you would coordinate. I have also copied the CLS counsel who at this moment would be unfamiliar with this topic. The varying DOJ personnel are adept at working together and may well be able to accomplish a lot in their circle, and be able to work directly with the two non-DOJ agencies. The MOA for DNCR would need more work than the others because CLS would not be continuing any monitoring responsibilities. In addition, DNCR has been and will continue to draw their proportionate amount of interest income from the endowment each year. I look forward to working with you as may be required. Your thoughts on next steps so we can achieve the CORD directive by the March meeting? Thank you, Stephen

- Below is a portion of the email I sent out earlier, included here for background purposes. The side note regarding G&C's interests in periodic deposits into the account would be important to clarify and as a thought from a non-legal background perhaps might possibly be addressed in the respective MOAs so there is clarity for all.

From: Walker, Steve
Sent: Wednesday, January 3, 2024 3:13 PM
To: McNaughten, Elizabeth (Betsey) <Elizabeth.McNaughten@wildlife.nh.gov>; Hackley, Patrick <Patrick.D.Hackley@dncr.nh.gov>; Aslin, Christopher <Christopher.G.Aslin@doj.nh.gov>; Duffy, Stacy <Stacy.A.Duffy@das.nh.gov>; richard.bowen <richard.bowen@treasury.nh.gov>
Cc: Verdile, Stephanie <Stephanie.N.Verdile@livefree.nh.gov>; Harding, Charlotte

<Charlotte.J.Harding@clsp.nh.gov>

Subject: FW: Land Conservation Endowment (LCE) Fund - MOUs (10-year) & Custodial Account Agreement (CAA)

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.

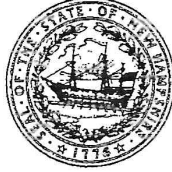
1. Custodial Account Agreement – Requires renewal with State Treasury (Stacy Duffy, DAS; and Richard Bowen, Treasury)
2. NH-DNCR – Biennial MOU for monitoring services expires 6/30/2024 and will not be renewed
3. Land Conservation Endowment (LCE) Memoranda of Understanding (MOU) Renewals (10-year terms)
 - 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

| --

ATTORNEY GENERAL
DEPARTMENT OF JUSTICE

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

JOSEPH A. FOSTER
ATTORNEY GENERAL



ANN M. RICE
DEPUTY ATTORNEY GENERAL

22
New

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.

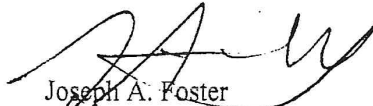
EXPLANATION

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.

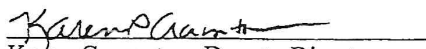
In witness whereof, the respective parties hereunto set their hands on the dates indicated.

Approved By:



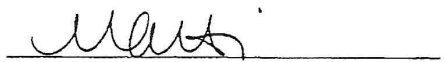
Joseph Foster
Attorney General

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.
~~Assistant~~ ^{Associate} Attorney General W. 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 Torromeo

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

712 123 SUPERIOR-COURT

Docket No. _____

State of New Hampshire
Department of Environmental Services

v.

Torroneo 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 Torroneo 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

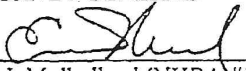
For the Respondent:

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

STATE OF NEW HAMPSHIRE

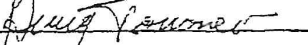
MICHAEL A. DELANEY
ATTORNEY GENERAL

Dated: 4/2, 2013

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

TORROMEO INDUSTRIES, INC.

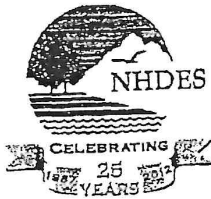
Dated: 4/1, 2013

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

P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095
Telephone: (603) 271-2147 • Fax: (603) 271-6588 • TDD Access: Relay NH 1-800-735-2964
DES Web site: www.des.nh.gov

CORD32

MEMORANDUM OF AGREEMENT – TIME EXTENSION
among the
COUNCIL ON RESOURCES AND DEVELOPMENT
and the
CONSERVATION LAND STEWARDSHIP PROGRAM
and the
NEW HAMPSHIRE DEPARTMENT OF JUSTICE
for the
Monitoring of the Torromeo Conservation Parcel

This Memorandum of Agreement Time Extension (MOA-TE) is entered into by the Council on Resources and Development (CORD), Conservation Land Stewardship Program (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) 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, CLS has the technical expertise to efficiently carry out land monitoring activities; and

Whereas, on May 23, 2014, the Governor and Council approved an agreement between NHDOJ, CORD, and the Office of Energy and Planning - CLS (2014 MOA) for CLS to monitor the Torromeo Conservation Parcel for a period of ten years with the option to extend monitoring via agreement by all parties (see attached); and

Whereas, CLS is now an independent agency with the authority to enter into this MOA-TE; and

Now Therefore, all parties agree as follows:

- (1) This MOA-TE extends the initial MOA approved by the Governor and Council on May 23, 2014 for an additional ten (10) year time period commencing on the date of Governor and Council MOA-TE approval and may be further extended beyond that period with the mutual consent of all parties.
- (2) The parties will continue to abide by their agreements contained in the MOA.

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

Approved by:

John Formella
Attorney General

Date

Stephen G. Walker
Conservation Land Stewardship Program

Date

Council on Resources and Development

Date

Approved by the ATTORNEY GENERAL this ____ day of ____, 2024.

Associate Attorney General _____

Approved by GOVERNOR AND COUNCIL

Deputy Secretary of State _____

VI. OTHER BUSINESS

**A. Board on Geographic Name Change (BGN) - Ken
Gallager, Principal Planner, Office of Planning and
Development (OPD). BGN presentation and discussion
regarding a name change requests for “Eastman Cove”,
located in Sandwich, NH.**

From: [Verdile, Stephanie](#)
To: [Snegach, Alvina](#)
Subject: FW: CORD: Name proposal for a cove on Squam Lake
Date: Thursday, February 22, 2024 11:25:31 AM
Attachments: [image001.png](#)
[NH - Geographic Names Proposed.pdf](#)
[Ex. 2 - Abernethy Cove - Cowasuck.pdf](#)
[Sandwich Point GIS Assessment Letter.pdf](#)
[Senskwa Cove Renaming Request for Support - NHCNAA.pdf](#)
[The Legend of the Squam Cove \(week 10.10.23\).pdf](#)

From: Verdile, Stephanie <Stephanie.N.Verdile@livefree.nh.gov>
Sent: Tuesday, February 6, 2024 8:16 AM
To: Verdile, Stephanie <Stephanie.N.Verdile@livefree.nh.gov>
Subject: FW: CORD: Name proposal for a cove on Squam Lake

Good morning,

Attached please find materials for you to consider at the next CORD meeting scheduled to be held on March 7, 2024.

If you have any questions about the materials, please reach out to Ken Gallager at Kenneth.r.gallager@livefree.nh.gov or 603-271-1773.

Thank you.

Stephanie

From: Gallager, Ken <kenneth.r.gallager@livefree.nh.gov>
Sent: Wednesday, January 17, 2024 10:58 AM
To: Verdile, Stephanie <Stephanie.N.Verdile@livefree.nh.gov>
Subject: CORD: Name proposal for a cove on Squam Lake

Hi Stephanie,

Here is something we could send to CORD. I have worded it assuming that this will be on the agenda in March. Let me know if you want to make any edits.

Thanks,
Ken

To the members of CORD:

The federal Board on Geographic Names is asking for comment from the state of New Hampshire on a proposal to rename a cove on Squam Lake. Formerly known as “Squaw Cove”, it was renamed

“Eastman Cove” in 2022 as part of an expedited process by the US Department of the Interior to change the names of all geographic features containing the word “Sq_____”. A resident of the town of Sandwich, in collaboration with the Cowasuck Band of the Abenaki people, has submitted a request to the BGN to rename the water body “Senskwa Cove”. The name change has received the support of the New Hampshire Commission on Native American Affairs. The town of Sandwich board of selectmen has not yet weighed in.

The case file for the cove renaming has the following documents (attached):

- NH - GeographicNameProposed.pdf: the official proposal to the BGN
- Ex. 2 - Abenaki Narrative - Cowasuck.pdf: explanation for the proposed name by the Cowasuck Band of the Abenaki
- Sandwich Board of Selectmen Letter.pdf: position of the board of selectmen as of Nov. 20, 2023
- Senskwa Cove renaming letter of support - NHCNAA.pdf: from the NH Commission on Native American Affairs
- The Legend of the Squaw Cove Rock 10.10.23.pdf: description of a rock that has been a major feature guiding the former name and the current name proposal

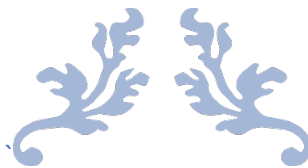
Please discuss with your department staff so that we can review the proposal at the March 7 meeting of CORD.

Thank you very much,
Ken Gallager

Ken Gallager
Principal Planner

Office of Planning and Development
Department of Business and Economic Affairs
State of New Hampshire
P: 603-271-1773





THE BOARD ON GEOGRAPHIC NAMES DOMESTIC NAMES COMMITTEE PROPOSAL FORM

This document is for those interested in proposing:

1. **A new name for a currently unnamed geographic feature, or**
2. **A change to an existing name, spelling, or where a name is applied.**

By submitting this form, the proponent acknowledges the [BGN Policies](#) and agrees to work with BGN staff regarding their proposal.



VERSION 2.0.2
BOARD ON GEOGRAPHIC NAMES DOMESTIC NAMES COMMITTEE

CORD38

Domestic Geographic Name Proposal Form

The U.S. Board on Geographic Names (BGN) is responsible for standardizing the names of geographic features within the 50 States and in other areas under the sovereignty of the United States. The BGN retains the legal authority to promulgate all official names and locations of natural features (e.g. mountains, rivers, valleys), as well as canals, channels, reservoirs, and other select feature types.

This form is to propose a new name or name, spelling, or application change for a geographic feature for Federal use. A proponent should carefully review the proposal prior to submission to ensure that it is consistent with the [BGN policies](#). Please note all fields with a red outline are required prior to submitting this form.

The proponent should also be aware that the entire proposal—including personal identifying information and any associated correspondence—is in the public domain and may be made publicly available at any time.

- Submit Proposal: 1. Download and email this form and supporting documentation to: BGNESEC@usgs.gov OR 2. Send by mail to:
U.S. BGN Executive Secretary, Domestic Names
12201 Sunrise Valley Drive, MS-523
Reston, VA 20192
- Contact Us: i. Save PDF using this format: *'State_GeographicNameProposed'*
BGNESEC@usgs.gov ii. Email Subject: *ST_GeographicName* *Please note that anything submitted by mail will be delayed.*

Naming Basics

Proposed Name:

Is this to change an existing name? Y N

If yes, please provide the official name and Feature ID as it appears in [the Geographic Names Information System \(GNIS\)](#).

Is this name in current local use? Y N

What is the Feature Type?

GNIS Name:

GNIS ID:

Location Basics



Where is the feature?

Latitude: (38.94741)

Longitude: (-77.36839)



General Location:

State:

County:

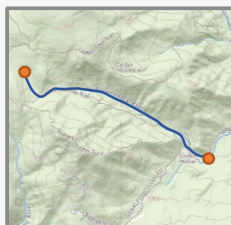
City/Town/
Township/
Borough:

For Linear Features (e.g. stream or valley):

Mouth/Confluence

Latitude: (38.94741)

Longitude: (-77.36839)



Public Land Survey System:

Section(s), Township, Range, Meridian

Source/Headwater

Latitude: (38.94741)

Longitude: (-77.36839)

Feature Description

Physical shape, length, width, etc. (Maps can be submitted separately by email)

Name Details

Name information:

Please provide relevant information about the proposed name, such as origin, meaning, how long it has been in current use, as well as current or historical significance. Also include why you believe the feature requires a name or name change and why the proposed name is appropriate. Describe any documents that you will be submitting (separately by email) to support your proposal.

Please provide a list of supporting documentation, including any web links:

Examples: Published sources showing the proposed name or letters of support (local government, historical society, etc.).

Is the name [commemorative](#)? Does the name honor or refer to a person or persons? Y N

Please note that the BGN will only accept proposals for names that are intended to honor a person or persons deceased at least five years. The BGN will disapprove names that could be construed to honor living persons. The person being honored should have had either (1) some direct or long-term association with the feature, or (2) have made a significant contribution to the area, community, or State in which it is located; or (3) have outstanding national or international recognition. The BGN discourages the use of an individual's full name except to avoid ambiguity.

If yes, please provide the following:

Honoree's Date of Birth:

Honoree's Date of Death:

Short biography and significance or association with the geographic feature: *(list any additional honorees here)*

Is the feature in a Wilderness Area or Wilderness Study Area? Y N Unknown

If yes, please provide your justification for making an exception to [the Wilderness Policy](#):

Please note that the BGN will not approve new names for unnamed features within wilderness areas or wilderness study areas, unless an overriding need can be demonstrated by the proponent.

Is the name you are proposing intended to honor Native Americans, their language, or culture? Y N

If yes, to ensure that the proposed name is appropriate, the BGN strongly advises proponents to work with Tribal Leaders, Tribal Historic Preservation Officers, and/or Native American linguists or other expert(s) associated with the Tribe to determine the acceptability of the proposed name and application. Please review [the BGN's Cultural Sensitivity for Native American Names guidance](#).

Proponents should also seek letters of endorsement from the governments (e.g., Tribal Councils) of any affected Tribes. Please indicate below, or in documentation submitted separately (with this proposal or any time after the proposal is submitted), any efforts to solicit Tribal input.

Additional Information


Is there any local opposition or conflict with the proposed name? Y N

If yes, please explain and describe any opposition:


Additional notes, including any Tribal input details

Proponent Information

Please provide one form of contact (email preferred):


 Proponent's Name:

Agency or Organization, if applicable:

 Email:

 Mailing Address:

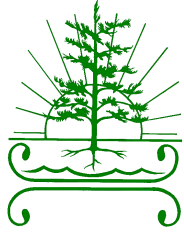
 Phone:

 Are you completing this form for someone else? Y N

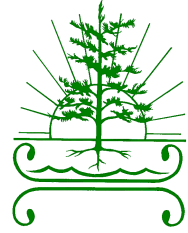
If yes, please fill out the following:

Completed by:
Full Name:
Email:
Mailing Address:
Phone:

Please submit this form and supporting documentation to: 1. By email to BGNESEC@usgs.gov 2. By mail to the address on page 2.



Cowasuck Band of the Pennacook - Abenaki People
COWASS North America, Inc.
The Abenaki Nation of Vermont, Inc.
840 Suncook Valley Road
P.O. Box 52
Alton, NH 03809-0052
(603) 776-1090



26 October 2023

Subject: Return of Pennacook-Abenaki Place Names

Re: Squam Lake - Sandwich, NH
Squaw Cove to Eastman Cove to Senskwa Cove (Stone Woman Cove)

To Whom It May Concern:

We represent the Cowasuck Band of Pennacook - Abenaki People, an Indigenous tribal community that is headquartered in Alton, New Hampshire. We are writing today to offer our tribal Band support of the proposed name change of Eastman Cove (historically called Squaw Cove) to Senskwa Cove "Stone Woman Cove".

The Indigenous place and geographic feature names have a deep and rich history within our homelands of N'dakinna because they were not merely arbitrary names of people or things, they were actually based on the geological physical features, flora-fauna descriptions and/or the activities that were related to the location.

The name of Squaw Cove on Squam Lake goes back hundreds of years, including colonial citations dating to the early 1800's. The original reference to Squaw Cove was based on a legend related to a rock formation that resembled a crouching Indigenous woman that was located on the cove narrows. In the late 1880's the legend about an Abenaki woman named Suneta was documented for the first time. The legend about the rock may well have been romanticized in later years, however the name suggests the legend did indeed exist long before the early years of colonial presence in the Squam Lake region.

In 2022 when Secretary of the Interior Deb Haaland put forth the mandate to remove the name "squaw" from all geographical names across the country, our tribal Band supported that effort and put forth a proposal that was supported by the State of New Hampshire and the New Hampshire Commission on Native American Affairs to rename the location to "Nokemesek" or "Our Grandmother's Place." The "Nokemesek" name proposal was rejected without explanation, and without community consultation the name of "Eastman Cove" was assigned to the location.

In response to the federal government's rejection to utilize a new Indigenous place name, a collaboration seeking historical and cultural justice formed with local Squam Lake land owners, conservation organizations, area officials, and other interested stakeholders to reclaim the cove name back to it's Indigenous cultural roots, honoring and uplifting Indigenous women.

Utilizing traditional language practices in combination with the documented historical connection we now propose utilizing the Abenaki word for "Stone Woman" - Senskwa (with the accent on the first syllable) to highlight the rock formation and corresponding historical lore as a replacement for Eastman Cove.

With the legend containing a historical link to our Pennacook-Abenaki culture and traditions it is important that we utilize a name that is linguistically restorative, accurate and represents our geographically descriptive language that encapsulates the rock's resemblance of a woman. When we refer back to the story and the Abenaki woman's name of Suneta, we immediately recognize our word for rock which is "sen" represented in it's anglicized form "sun" that was adopted by the English colonials. This word modification has been repeated throughout New Hampshire with geographical names such as Suncook River, originally "Sencook" or the "rocky river;" or another example is Lake Sunapee which refers to "Senape" or the "lake with many rock outcrops."

The Abenaki people maintain a matriarchal society so it is important to retain and maintain all aspects of our cultural heritage. The derogatory use of squaw by the patriarchal Colonials was an attempt to marginalize the matriarchal authority within the Abenaki culture. Most importantly the stand-alone word "squaw" does not exist in word form in the Abenaki language. The original linguistic reference is "-skwa" which is a modifying suffix that feminizes a proper noun. We also note that there is no "q" in the Abenaki language, the -skwa sounds similar to "squaw" as it was anglicized. The female leaders and speakers for our people were called Sag8moskwa. The colonial and church patriarchy took issue with the leadership role that our women had within our Indigenous communities and sought to diminish those roles. To achieve that goal the colonials removed the "sag8mo" or speaker part of the word to create a diminishing and derogatory word for our women. The newly established word "squaw" quickly spread across North America in an effort to minimize the social importance and political role of all Indigenous women across the continent.

The proposed name "Senskwa" would retain the proper usage of the suffix "-skwa", which maintains consistency with broader Pennacook-Abenaki linguistic and cultural aspects of a matriarchal society. It would memorialize the regional core legend and it would maintain the original historical connection of the cove to the Pennacook-Abenaki and other regional Indigenous people. To reinstall an Indigenous place name is an act of historical and cultural justice, and supports Indigenous language reclamation.

Thank for your timely and favorable consideration of using Senskwa.

Sincerely,



Sag8mo & THPO



Sag8moskwa

From: Courtney Delaney townadmin@sandwichnh.org
Subject: Cove rename
Date: November 20, 2023 at 10:20 AM
To: PJ Blankenhorn pjblankenhorn@me.com



PJ,

As discussed, the Board is aware of the movement for a name change of “Eastman” Cove and there was understanding as to why such movement is desired. The Board didn’t feel the need/ability to add helpful comments to the discussion at this time, acknowledging that they are not the experts for suggestion as to an appropriate name and it sounds like it is working its way through the governmental process for name changes. If opportunity for further input is invited by the Board or the local community at a later time, they may discuss the topic again but otherwise felt it best left to the experts that can provide input.

Courtney

Courtney Delaney
Town Administrator
Town of Sandwich
8 Maple Street/PO Box 194
Sandwich, NH 03227
603-284-7701



NEW HAMPSHIRE COMMISSION on NATIVE AMERICAN AFFAIRS

January 2, 2024

To: U.S. BGN Executive Secretary, Domestic Names
12201 Sunrise Valley Drive, MS-523
Reston, VA 20192

Re: Letter of Support
Geo. Name Change from Eastman's Cove to Nokemesek Cove

The NH Commission on Native American Affairs has reviewed and unanimously voted to support the application made by the Cowasuck Band of the Pennacook-Abenaki People to formally change the name of Eastman's Cove (Feature ID 000000) on Squam Lake in Sandwich, New Hampshire to "Senskwa" which translates to "Stone Woman" or "Rock Woman".

Until 2021 this cove was known by the name of "Squaw Cove". In November 2021, Secretary of the Interior Deb Haaland formally identified "squaw" as a derogatory term and – as you know - ordered a task force to find replacement names for over 600 valleys, lakes, creeks and other sites on federal lands that use the word. In response to this "Squaw Cove" on Squam Lake was renamed "Eastman's Cove". However misguided, at the time it was originally named "Squaw Cove", the name was intended as an homage to the Indigenous heritage of New Hampshire. While eradicating the pejorative name for the cove, the original intent was subverted when the cove was renamed "Eastman's Cove". "Senskwa" is a much more appropriate name for this cove as it is an Abenaki word that means "Rock Woman". This term relates to local folklore related to the Cove. Additionally, in Abenaki oral tradition, the story about how human beings were made by the Kchi Niwaskw (the Great Spirit/Creator) tells how the first human beings were made from the large granite stone that is abundant in the Northeast, but they were too hard and uncaring about the land so they had to be replaced by people drawn out of the ash trees, who were much more graceful and gentle on Mother Earth than the rock people had been. The name "Senskwa" better reflects Abenaki culture and the 12,800 year presence of the Abenaki and their ancestors in what is now called the State of New Hampshire.

Thank you for considering this letter of support.

Cordially,

Anne Jennison, Chair
NH Commission on Native American Affairs

The NH Commission on Native American Affairs (NHCNAA) was founded in 2010 to recognize the historic and cultural contributions of Native Americans throughout the state, to strengthen and promote NH Native peoples' heritage and to represent Native American interests through state policy and programming. The Commission is composed of 15 members including 4 state appointed positions and 11 members appointed by the Governor from the Native American communities throughout the state. The NHCNAA is mandated by New Hampshire [RSA 12-A:14-a](#)

Land Acknowledgment

New Hampshire is located in N'dakinna (meaning "our land"), the traditional homelands of the Penacook-Abenaki, Wabanaki, and other Indigenous Peoples who have graciously and diligently stewarded these Northeastern lands and waterways for twelve thousand years.

CORD46

The Legend of the Squaw Cove Rock

Squam Lake has been the source of many stories over the years. One of them is the legend of the stone that is claimed to have inspired the naming of Squaw Cove, which recently was renamed Eastman Cove. The earliest known reference to Squaw Cove is a 1830 map depicting a proposed canal connecting Squam and Winnepesaukee.

According to the 1889 History of Carroll County, Squaw Cove derives its name from a block of granite on one of its ledges that had the appearance of the figure of a woman. It's the first written story of "Suneta", an Indian princess who was promised to an elder chief but was whisked away to the shore by her younger lover, who was killed at the scene by the elder chief. The stone evoked the mourning of Suneta.



In 1885, according to historic accounts, the stone was removed over the ice from the narrows to make way for better navigation. Eventually, it made its way to East Holderness, where it remains to this day. Interestingly, in conjunction with the effort to rename Eastman Cove with a name reflecting Abenaki roots, interest in the stone has resurfaced. The landowner where the stone now resides has proposed turning over the custody of the stone to the Squam Lakes Conservation Society so that the story, whether legend or fact, can continue to be told.



The stone is about 4'tall and weighs close to a ton. Looking at it from this angle, one can begin to imagine the profile of a woman face along the top right side, with a flowing headdress cascading down the left side. Yes, it takes some imagination!

There are several options for where the stone could be relocated. The least practical is putting the stone back to its original location, as one could not easily get a barge and lifting equipment to a still unknown original location in the lake. Better options are the proposed new trail on the SLA/SLCS campus or at the Sandwich Historical Society facility. An advisory committee could be formed to make recommendations, with the final decision coming from the SLCS board in consultation with the current landowner. SLCS can play a role in seeing that the legendary stone continues to inspire stories about our community and its history.

