



New Hampshire Council on
Resources and Development

FINAL MINUTES – March 10, 2022

MEMBERS PRESENT

Taylor Caswell, Chair, Commissioner, NH Department of Business and Economic Affairs
John Martin, Designee, NH Department of Health and Human Services
Adam Smith, Designee, NH Department of Transportation
George Reagan, Designee, NH Housing Finance Authority
Joseph Bouchard, Designee, NH Department of Administrative Services
Tracey Boisvert, Designee, NH Department of Natural and Cultural Resources
Mark Sanborn, Designee, NH Department of Environmental Services

OTHER PARTICIPANTS

Stephanie Verdile, NH Office of Planning and Development
Noah Hodgetts, NH Office of Planning and Development
Christopher Boldt, Donahue, Tucker & Ciandella
David Rosenboom, The Bearcamp Center
Lianne Prentice, The Bearcamp Center
Christine Fillmore, Drummond Woodsum
Allen Brooks, NH Department of Justice
Jared Nylund, NH Department of Administrative Services
Steven Walker, NH Conservation Land Stewardship Program
Charlotte Harding, NH Conservation Land Stewardship Program
Clinton Savage, NH Bureau of Trails
Craig Rennie, NH Bureau of Trails
Dennis Thompson, NH House of Representatives, Coos District 1

I. ROLL CALL AND INTRODUCTIONS

The meeting was opened at 3:00 P.M. by Chairman Caswell. Council members and guests then introduced themselves.

II. MINUTES

A. Approval of January 20, 2022 draft minutes

MOTION: On a motion by Mr. Sanborn, seconded by Mr. Bouchard, the January 20, 2022 minutes were approved unanimously by the Council.

III. SURPLUS LAND REVIEW

A. 2021 SLR 005 (West Stewartstown)
Request from the NH Department of Natural and Cultural Resources to dispose of .1355 acres of land with a small portion of area being used as a part of the North Stratford to Beecher Falls Rail Trail.

Ms. Verdile introduced 2021 SLR 005. Mr. Rennie from the Bureau of Trails said there was a pre-existing encroachment on the rail trail owned by the state. A building burned down six or seven years ago at this location. DNCR is seeking to dispose of just over a tenth of an acre here. There is an existing drainage

ditch between the rail trail and the adjacent property the Rancourts own, which is a rectangle sliver of land that DNCR would like to surplus. The Bureau of Trails is supportive of the project.

Ms. Boisvert added that the building that burned down several years ago is currently just a concrete pad. The site would be annexed to the adjacent property, owned by the Rancourts, located off Route 3 in Stewartstown.

MOTION: Mr. Martin, seconded by Mr. Sanborn, made a motion to recommend approval of the disposal of a 0.1355-acre area of land to the interested abutter as outlined in the 2021 SLR 005 application materials. The motion was adopted unanimously by the Council.

- A. 2021 SLR 006 (Londonderry)
Request from the NH Bureau of Rail and Transit to lease approximately 40,000 sq ft of railroad line in the Town of Londonderry to an abutter for the storage of landscape materials per RSA 228:57, which allows the leasing of State-owned properties to landowner's property that abuts the railroad property, and the proposed use does not adversely impact the use of the property by the State or other authorized users.

Ms. Verdile introduced 2021 SLR 006. Mr. Smith said that DOT Railroad Planner Lou Barker wasn't present and that he wasn't prepared to speak on Mr. Barker's behalf. Mr. Smith requested that discussion of 2021 SLR 006 and 2021 SLR 007 be postponed until the next meeting.

- B. 2021 SLR 007 (Lunenburg, Vt)
Request from the Bureau of Rail & Transit to propose to grant an easement over a parcel approx. 1320 sq ft of railroad land in the Town of Lunenburg, Vermont to Green Street Power Partners, a lessee of an abutting property, for installation, use, and maintenance of an overhead electrical facility per RSA 228:57, which allows for leasing of state-owned railroad property to a railroad operator or other public use.

IV. LAND & COMMUNITY HERITAGE INVESTMENT PROGRAM (LCHIP)

- A. Nothing at this time.

V. LAND CONSERVATION INVESTMENT PROGRAM (LCIP)

- A. Monitoring Update-Perkins Easement, Tamworth.

Chairman Caswell said he would welcome comments from various parties today, but he didn't think it was the Council's intent to take action at this particular meeting. He suggested that the Council collect questions from the parties and then more formally address this item at the next meeting. He requested Attorney Brooks provide a little background and then give 15 minutes to each party to present.

Attorney Brooks said the easement in question was purchased with LCIP funds. He said that CORD has a responsibility to oversee the lands that were obtained through the LCIP program. In this case there were three different lots all under one conservation easement. Attorney Brooks read section 2 of the easement which states, "the easement shall not be subdivided or otherwise divided into parcels of separate and distinct ownership and may be sold, conveyed, or transferred only in its entirety". In this case two of the three easements were conveyed separately, which in his opinion violates the terms of the conservation easement. He said there was a similar case in Canaan, which was litigated, but that the Council is here in a different posture today. This case is different than in Canaan where the owner said they transferred the property and weren't going to put it back as neither party is seeking an adversarial process here and there is a proposal on the table from the Bearcamp Center, which Attorney Boldt is going to present today. Attorney Brooks noted that the Council will then have to decide whether to deny

or accept Bearcamp's proposal. Attorney Brook's noted that he provided the Council with a memo on how to come to a decision on this issue. He also noted that the Council could go into a non-meeting if it is in need of legal advice from him.

Attorney Christopher Boldt with Donahue, Tucker, Ciandella, said he was representing the Bearcamp Center. He apologized for not being hired two years ago to remedy the situation. He said it is a situation where a mistake was made by an untrained person who thought they were dealing with separate tax map lot numbers and not doing a subdivision or something that required applying to the town. He noted that the Bearcamp Center is the new name for the Sandwich Community School, a well-respected environmental focused non-profit school that has been in the Tamworth – Sandwich area for more than thirty years. He reiterated that Bearcamp didn't intentionally violate the terms of the conservation easement but made a simple mistake. He said he wished the title company that closed the transaction said something or the Massachusetts lawyer who represented the buyer had said something.

Attorney Boldt then showed an enlarged map of the three parcels in question, the east parcel and west parcel, and the central parcel, outlined in green. The Community school building, which is the old homestead, is located outside of the [central parcel's] easement area. The Bearcamp River in blue and Route 25 run to the south. He then reviewed the history of the transaction noting that there were communications between Lianne Prentice, the Director of the Bearcamp Center and the Tamworth Conservation Commission Chair about the impending sale and the fact that two of the parcels would be conveyed and that the school would retain ownership of the third parcel, which was contained in the monitoring report submitted to the state [Conservation Land Stewardship Program] in December 2020. Nobody realized this was an issue until October 2021, months after the March 2021 sale.

The buyer is a farmer, that bought two parcels shown in yellow across Bunker Hill Road, a town-maintained road. They also bought a 19-acre easement below the river which is burdened by a different easement. The area the school retained is located in the purple line. That area contains both the central parcel in question, the school building, and some fields. The triangle parcel at the top, north of the central parcel was previously conveyed to the town. The town also owns an area around Jackman Pond. What is shown in orange is a right-of way from Bunker Hill Road to Jackman Pond which the easement states the school has a right to close from time to time. There is also a small parking area associated with it.

As a result of the sale, the school has been able to pay off its mortgage and perform some maintenance on the school. The farmers, the Prills, [who bought the east and west parcels also subject to the conservation easement] don't have money to buy more of the land so its not possible to uphold the principal of maintaining the conservation easement in its entirety by a single owner.

The town's conservation commission originally said it was in support of the proposal, but at a second vote says now says it doesn't want to take new lands since it can't evaluate them in the winter with snow cover.

Attorney Boldt noted that what is being proposed is an after the fact blessing of the problem with the school giving up two of its rights, the right to block public access of the road in question and the right to continue to reclaim area for ballfields and what was a spent gravel pit, so it goes back to being natural. In light of the school's non-profit status and the lack of intent to develop the property which would be contrary to the purposes of the easement, the Bearcamp Center is requesting as stated in Lianne Prentice's letter of January 10th, that Bearcamp comply with the provisions of an amendment to the conservation easement as a low-risk project.

Attorney Boldt noted that the deed which went to the Prills, Zero-Mile Farm, LLC, doesn't contain the language he would have included to show the obligation of the easements. However, the School and the Prills are amendable to updating the deed to correct the language and are also amendable to doing an updated version of the easement. The town has an updated form for the easement. The original 1991 easement was from a family that is deeply connected to the school. In conclusion, this is a case of asking

for forgiveness. But, by giving up something not creating a precedent for somebody else to take advantage of. Attorney Boldt further noted this is a unique configuration of a conservation easement which is bisected by a major state highway, Route 113, and Bunker Hill Road. He said he understood how the problem was created, but here they are trying to fix it.

In response to a question from Chairman Caswell, Attorney Boldt noted that anything outlined in green on the map is burdened by the conservation easement – east, west, and central parcels. He also noted where the school building was located on the map outside of the boundary of the central parcel. The purple area is what was not deeded to the Prills. He also noted other parcels owned by the Prills.

Chairman Caswell asked which parcels the Prills purchased. Attorney Boldt responded that the Prills purchased five parcels in total, two of which are part of the easement [the east and west parcels] and three other parcels outside of the easement. The plan showing tax parcel ownership is referenced in the deed however the easement isn't cleanly referenced in the deed, which is why a corrected deed is needed.

Chairman Caswell then asked to confirm that the third parcel [central parcel] is used for ball fields. Attorney Boldt responded that the third parcel is used for ballfields as well as blocking off access during the school year and there is a spent gravel pit which by the terms of the easement, Bearcamp is entitled to reclaim. As part of the proposal, Bearcamp is willing to give up this right.

Lianne Prentice, Director of the Bearcamp Center, corrected Attorney Boldt's description noting that the five lots which Bearcamp sold are five separate tax lots, and Bearcamp only retained ownership of one tax lot. Bearcamp's tax lot is half under easement and half not including a gravel pit which the easement says Bearcamp has a right to landscape for ballfields or a lawn. Bearcamp proposes to relinquish that right and let the quarry return to its natural, wild state. To the east of the schoolhouse is a large low-bush blueberry field. The dividing line of the easement goes through the center line of the field. The easement says the gravel pit area could be used for ball fields or a lawn. Under a compromise agreement the Bearcamp Center would give up its rights to the gravel pit area and let it return to its natural state.

Assistant Commissioner Sanborn asked if everything got approved who would have final ownership over what. Attorney Boldt said ownership would remain as it is today so that the Prills, Zero Mile Farm, LLC would retain ownership of the east and west parcels and two parcels, the school would own the area in the purple line, half of which is burdened by the easement. The east and west parcel would still be burdened by the easement. Two smaller parcels wouldn't be burdened by the easement.

In response to a question from Ms. Boisvert, Attorney Boldt noted that Jackman Pond is to the north of the school and extends off the map. Jackman Pond is connected to the Bearcamp River to the south via a stream that runs between the Subject Property and Route 25.

Ms. Boisvert asked which parcels the conservation easement language would be updated for. Attorney Boldt responded that the Prills would sign off on an updated easement for their parcels and the Bearcamp Center would sign off on an updated easement for the Central Parcel. He noted that the updated easement language was contained in the packet of materials that the Council was provided prior to the meeting.

Ms. Boisvert asked where the historic homestead is located. Attorney Boldt responded that the homestead is the school building. The farm was located where the east and west parcels are and possibly other areas. In the 1960s the Perkins stripped off the topsoil and sold it, so some areas of the east and west parcels are pretty sandy.

Ms. Verdile noted that the gravel pit was subject to reclamation under RSA 155-E which could place restrictions on the use of the gravel pit under RSA 155-E. Attorney Boldt

responded that the gravel pit predates RSA 155-E and would be exempted. Ms. Verdile clarified that regardless of grandfathering the gravel pit would not be exempt from reclamation. Attorney Boldt said the gravel pit was only used for internal purposes and wasn't actively being used for commercial purposes and had been inactive for at least thirty years. He said that they can check with the Tamworth Conservation Commission about when the gravel pit was last in use and whether it is subject to reclamation. Mr. Walker noted the gravel pit is pretty flat and there isn't a big hole in the ground. Ms. Prentice noted that the gravel pit is sandy soil and there is an area the family used for gravel in the 50s and 60s. While there is a concave nature to the gravel pit the easement states there can be no additional mining of additional gravel from pit. The Bearcamp Center has been working with NRCS on various plantings in the gravel pit for reclamation. She noted that language of the easement allows for "shaping, grading, altering" the gravel pit to make it into lawns and playing fields. The Bearcamp Center has agreed to keep the gravel pit wild in the amended conservation easement. Ms. Verdile clarified that she wanted to ensure that the i's were dotted, and the t's were crossed. Attorney Boldt said the last gravel pit he dealt with in Alexandria with there was concern about the angle of repose, which is a non-issue here.

Attorney Christine Fillmore with Drummond Woodsum representing the Tamworth Conservation Commission asked about the additional 34 acres that were originally proposed to be added to the second portion retained by the Bearcamp Center. Attorney Boldt responded that Nelson O'Brien owned a 34-acre parcel to the north up Bunker Hill Road, but the Tamworth Conservation Commission didn't want to make a commitment because it couldn't assess the value of the property under snow cover. He then showed the location of the 34-acre parcel in proximity to the three-parcels in question, on the map.

Attorney Boldt said that because Mr. O'Brien wasn't present, he didn't want to make any commitments that the 34-acres should be part of the compromise proposal and stated he hopes that what the Bearcamp Center has proposed is enough and there isn't a need to involve Mr. O'Brien in these negotiations. However, if need be, they could go back to Mr. O'Brien in the process of negotiation.

Assistant Commissioner Sanborn asked what Mr. O'Brien's involvement was in this case. Attorney Boldt responded that Mr. O'Brien's generosity comes from his belief that if he had caught this error in December 2020 when the Tamworth Conservation Commission filed the monitoring report with the state, there wouldn't be a need to be here today. Attorney Boldt clarified that he doesn't believe this is necessary, but this is something for the Council to determine. Attorney Boldt clarified in response to a question from Assistant Commissioner Sanborn that Mr. O'Brien had offered to add his 34-acre parcel to the conservation easement. Attorney Boldt said he didn't know if this made sense as it was fairly removed from the location of the other three parcels subject to the conservation easement.

Attorney Brooks asked if Mr. O'Brien's 34-acre parcel is connected to other conservation land. Attorney Boldt responded that he didn't know. Attorney Fillmore clarified that this was the first time she had heard that the 34-acre parcel was not part of the compromise proposal.

Attorney Fillmore said she wishes she had also been contacted earlier, but that she was only made aware of this issue three months ago. She noted she had already sent Attorney Brooks the opinions of the Tamworth Board of Selectman and Conservation Commission and didn't have much to add. She said the Conservation Commission takes its obligations for stewardship and enforcement very seriously and is prepared to do whatever it needs to do to meet these obligations. However, it wants to reach a compromise that works for all parties. The Conservation Commission has looked at this a couple of times. Because Mr. O'Brien's land had been offered the Conservation Commission needed to look at it again because he had participated the first time and their major concern is that they can't do due diligence about the 34 acres until snow melts in the spring. The Conservation Commission is less concerned than the Board of Selectman is about having multiple owners for a single conservation easement, but they are concerned about the precedent about blessing a violation might create for future conservation easements. The Board of Selectman is concerned about a variety of issues. First, the potential for three-sets of owners for a single conservation easement, which is less of an issue if the 34-acre parcel isn't part of the compromise. They also didn't know if there was enough of a connection between the 34-acre

parcel and the other three parcels to warrant adding it to the conservation easement. The original intent was to preserve three parcels as one conservation easement. They are concerned about changing that now. The Selectman's overriding concern is what would this look for other property owners in the future if there was a violation which was cured by amending the conservation easement language. Neither board has said they don't want to find a way to fix this. However, neither board [the Conservation Commission or Board of Selectman] is on board with the current proposal. There might be a way to get there, but they aren't there yet.

Assistant Commissioner Sanborn asked why the people concerned now weren't previously concerned. Attorney Fillmore said the Board of Selectman had no idea there was a problem until the state brought it to the Conservation Commission's attention, at which time they hired her. The Conservation Commission did know about the sale, but the Board of Selectman wasn't made aware of the sale until the state brought it the Conservation Commission's attention.

Chairman Caswell asked who the responsible party is for stewarding the easement. Attorney Fillmore responded said it is the Town of Tamworth Conservation Commission.

Ms. Boisvert clarified that the easement holder is the Town of Tamworth and asked if the Board of Selectman is the responsible party that signs the easement. Attorney Fillmore said the Tamworth Conservation Commission takes care of day-to-day monitoring and normally would be providing feedback to the Board of Selectman. The Board of Selectman doesn't get involved until there is a problem so they wouldn't have known anything was wrong which is normally how it works across the state.

Chairman Caswell asked if Mr. Walker wanted to speak about this issue. Mr. Walker declined.

Assistant Commissioner Sanborn asked why the Council isn't acting on this today. Chairman Caswell said that was his recommendation based on a review of the materials. Ms. Boisvert clarified that language that says "easement shouldn't be subdivided or otherwise divided into parcels of separate and distinct ownership and may be sold, conveyed, transferred only in its entirety is in many conservation easements not just LCIP easements, many overseen by DNCR and the Department of the Agriculture. All of DNCR's easements have language prohibiting subdivision to make sure that all parcels that are subject to an easement are conveyed together to prevent this situation from occurring. She echoed the concerns of the town of the precedent setting nature of this case and that she wouldn't want this compromise to effect other conservation easements.

Chairman Caswell asked if the precedent is breaking the easement or failure of the local conservation commission to catch what they were responsible for overseeing? He said he agreed that he doesn't want to break standard language and have folks coming to the Council to bless other similar situations but noted there are some unique circumstances here.

Assistant Commissioner Sanborn said this isn't precedent setting, but rather continues the precedent of don't screw up. He said that too many people missed this, and we are too far down the road to go back in time. He reiterated that he is ready to vote on the compromise proposal before the Council today.

Ms. Boisvert asked about other creative solutions. She wondered what the school uses the parcel for and why they want to retain it. Would it be possible for all tracts to be conveyed to the farmer in fee and then the farmer could lease back the central parcel back to the school so that all parcels are under the same ownership. She said she hates the idea of letting a violation go just because it wasn't immediately discovered. Assistant Commissioner Sanborn said he doesn't share this concern and sees a workable solution in front of him so there is no need to identify other solutions.

Mr. Nylund asked about whether a title policy was purchased by the buyers or sellers. Attorney Boldt said a title company did the closing, but not sure if a title policy was purchased. Attorney Boldt said he thought

of this transfer solution which Ms. Boisvert proposed, but that because the school is a nonprofit there could be an issue of the nonprofit giving away its assets in violation of other laws.

Attorney Boldt said the way to avoid creating a precedent would be to write an agreement in consultation with Attorney Brooks and Attorney Fillmore outlining what happened, what went wrong, what is being offered by the Bearcamp Center as a remedy, so it is not just a pathway for other violations. He said he also just reviewed the language for a similar case for Squam Lakes where the language is a little different, says “whether by tax lots or not” and that you can’t just get rid of one lot under a conservation easement. He said that his hope is that they can put enough teeth in the amendment to avoid setting a precedent.

Ms. Verdile asked about the financial implications of someone making money from the sale of a property with a conservation easement purchased with LCIP funds. Mr. Walker said LCIP program gave money to the town for three properties. The original owners, the Perkins, received money and the town received conservation easement and the reserved rights that go along with it. After that, the school [The Bearcamp Center] became the owners, but he doesn’t have details on that transaction. In response to a follow-up question from Ms. Verdile, Attorney Boldt noted that the Perkins made money off of selling the easement and that LCIP contributed \$40,000 or \$90,000 for the three parcels combined. He noted that the school sold the five parcels for \$400,000, including some not burdened by the easement, which were used to pay off the school’s mortgage. Attorney Boldt noted that Mr. Walker was correct that the language on the last page of the easement stated that the school retains the right to close off the easement. The Perkins also knew that the easement was going to the school at the time of the transaction.

Ms. Verdile noted that someone has profited off the sale of a LCIP funded conservation easement. Assistant Commissioner Sanborn noted that a couple of people have profited. Ms. Verdile wondered about the precedent of someone making money off the sale of an LCIP funded easement. Attorney Boldt responded that conservation land sells all the time for more than it was bought for. The issue at hand is that the parcel is burdened by the easement, but that new language is needed to tighten up the issue. The Prills are not saying they bought the two parcels without knowledge of the burden of the easement.

Assistant Commissioner Sanborn asked what Ms. Verdile wasn’t understanding. Ms. Verdile wants to make sure that setting precedence for making a profit off the sale of an easement without realizing there was an issue should be noted in the agreement. Assistant Commissioner stated that this happens all the time. Attorney Boldt clarified that the only issue is that the third parcel was sold separately from the other two and that the school retained the third property due to having an interest in the community. Don’t have an economic problem but a clause 3B problem.

Ms. Boisvert asked if the Division of Charitable Trusts reviewed this proposal and provided any comments. Attorney Brooks said that Tom Donovan is the Director of the Charitable Trust Unit at DOJ. He said that Mr. Donovan is not at a stage yet with the Council’s formal review to provide comments, but he hasn’t heard from him that what has been proposed is a hard stop. He was under the impression that there was a third parcel. Attorney Brooks said he isn’t sure what Mr. Donovan will do at the end of the day. He noted that approvals will be needed from the town since they hold the conservation easement, CORD, and the DOJ Charitable Trusts Unit. Attorney Boldt said that his understanding is that Mr. Donovan is waiting for the Council to act on this matter before weighing in on the matter. Attorney Brooks said that was his understanding as well. If CORD doesn’t approve the compromise proposal, there will be no reason to proceed. If it does, then the Charitable Trust Unit will provide its input.

Ms. Boisvert asked if the Town as the easement holder decides they don’t want to accept the proposal, can the Council or the Charitable Trust Unit trump the Town’s decision? Attorney Brooks said you need three yeses. Attorney Boldt said that based on his review of the minutes the Tamworth Conservation Commission is waiting for the Council to decide before it makes its own decision.

Attorney Brooks in response to a question from Chairman Caswell confirmed that the Council is one of three approvals needed and that the other two approval bodies are waiting for the Council to make a decision.

Assistant Commissioner Sanborn reiterated that he is ready to move forward with a vote today and said he didn't have a need to identify other solutions. He said that if they were trying to put in a big box store this would be a different issue.

Chairman Caswell asked if anyone else is ready to vote today. He stated that his sense was that the Council would want additional time to review documents before reaching a decision, but that he wasn't opposed to taking a vote today.

Assistant Commissioner said it doesn't make sense to add the additional parcel as this would make an already confusing situation even more confusing.

Mr. Bouchard said he has concerns about the nature of language and the precedent it could set for conservation easements across the state needs to be better understood by the Council. While this case is unique, he isn't ready to vote today.

Mr. Martin asked how the Council gets the additional information it needs to reach a decision. Mr. Bouchard suggested that the Council talk with Attorney Brooks about the nature of the language being proposed and what was broken that the Council would be saying is okay. He clarified he doesn't dispute that some are ready to take a vote, but that he feels there is a need to vet the proposed language further before taking a vote.

Mr. Sanborn said that is why he stated he was ready to vote today but didn't make a motion.

Ms. Boisvert said she agreed with Mr. Bouchard. She said that the Department of Agriculture and Fish and Game have conservation easements with similar language as DNCR and would be curious to hear their thoughts, but they aren't present today. She reiterated it is an important ruling that the Council would be making that could have consequences for other agencies with LCIP easements that contain the same language.

Mr. Nylund said that it is very common language to have this language in publicly or privately held easements and is also contained in the easement form template provided by the Town.

Attorney Boldt asked for permission to work with Attorney Brooks to develop a model agreement with language stating the compromise wouldn't set a precedent for specific reasons, for the Council to review.

Ms. Boisvert said this would help the Council to focus on something substantive. She asked if the Town would be party to this agreement. Attorney Boldt said he thought it had to include the Town and would be based on the three-legged stool model with input from the three on your side (the Town, the Council, and the Charitable Trust Unit), the Prills, and the Bearcamp Center. In essence it would be a resolution of the problem, which states the original violation, the agreed upon remedy, and the additional burdens the school is taking on so its clear what the Council is approving.

Chairman Caswell said that one of the reasons the Council exists is for unique circumstances such as these where a number of parties are involved, and something got missed unintentionally. Here we have parties that are willing to make sacrifices and that it would cause far more harm to all parties to go backwards then are necessary given the circumstances. There is willingness by all parties to not create a precedent and it seems unique enough that the exact circumstance wouldn't happen again. If the parties are willing to delay until another meeting to solidify the fact there isn't cause for concern from a precedence standpoint as relates to conservation easements across the state based on certain language, it would make for a similar process once it gets beyond Council to the other two approval bodies.

Assistant Commissioner Sanborn said he doesn't want this to drag on and would like to resolve this at the next meeting. He asked Council members what they need to resolve this at the next meeting.

Chairman Caswell said they need a way to quantify the fact that this is a unique circumstance with these parties which clarifies this isn't precedent setting. He said that if waiting another month isn't going to kill anyone's financial status it seems that is the way to go.

Ms. Boisvert asked whether the proposed resolution has more conservation benefit than what existed before. Assistant Commissioner Sanborn asked how they could show this. Ms. Boisvert said that they would look at the language of the easement and possibly include new language which is stricter than what currently exists. She noted this might also be needed for the agreement to past muster with the Charitable Trust Unit.

Attorney Boldt asked when the next meeting is. Assistant Commissioner Sanborn said in two months since they meet every other month.

Mr. Walker asked if appraisals were done for the sale of the five parcels and the sixth parcel that was retained.

The Prills said that the Farm Service Agency that did the financing required appraisals be conducted for all of the parcels they were purchasing and had specific stipulations for those that were qualified to conduct the appraisals.

Ms. Prentice asked Mr. Walker if he was looking for numbers or just wanted to know if they happened. Mr. Walker said he just wanted to know if the appraisals were conducted.

Mr. Boldt asked if the sixth parcel had an appraisal done. Mr. Prill said no. Ms. Prentice said that the sixth parcel that was retained had a tax appraisal which is coming up again this year for reevaluation which is what they are using.

Chairman Caswell said no action would be taken today and would be putting it off until the next meeting.

Ms. Boisvert asked about regular meetings going forward. Chairman Caswell said they will put out a calendar of meeting dates for the rest of 2022.

VI. OTHER BUSINESS

Chairman Caswell noted under Other Business they received some correspondence about Nash Stream.

Assistant Commissioner Sanborn asked if the Council should be expecting action on this anytime soon. Chairman Caswell replied that the current agreements are in place for another year.

Mr. Smith reminded the Council to add the two SLRs that the Council postponed to the next meeting.

Ms. Verdile stated the tentative next meeting date is May 12th at 3 PM.

With business completed, the meeting was adjourned at 4:08 PM.