



**STATE OF VERMONT**  
JOINT FISCAL OFFICE

**MEMORANDUM**

To: Joint Fiscal Committee members  
From: Daniel Dickerson, Fiscal Analyst *DD*  
Date: June 18, 2019  
Subject: Grant Request – JFO #2966-2967

Enclosed please find two (2) items, which the Joint Fiscal Office has received from the Administration.

**JFO #2966** – \$400,000 from the Northern Border Regional Commission (NBRC) to the VT Dept. of Economic Development. The Department will utilize the funding to hire an executive director for the NBRC. The position will serve as a state employee for two years after which time it would become an independent position housed within the NBRC. The Department will utilize a vacant exempt position for the Commission Director. While the funding for the position is coming from NBRC and is primarily federal, it is important to note that Vermont pays in approximately \$50,000 per year to cover the administrative costs of the Commission, so some part of what the State pays in will likely come back through this grant. There will be no additional cost to the State for this position aside from what the State already pays in. The NBRC includes Vermont, New Hampshire, Maine and New York, as well as the federal government. Most money flowing through the Commission is federal.

*[JFO received 6/12/19]*

**JFO #2967** – \$150,000 from the VT Housing and Conservation Board (VHCB) to the VT Dept. of Fish & Wildlife. The Department will utilize the funding to aid in the acquisition of a 435.5 acre parcel of land, which would be added to the Les Newell Wildlife Management Area in Bridgewater. The total cost of the acquisition, including legal fees and survey work, is \$425,000. Most funding for the acquisition will come from federal Pittman-Robertson funds and this VHCB grant, while \$20,000 will come from the State Species Habitat and Conservation Fund, which is funded through the sale of habitat stamps and federal matching dollars. Upon purchasing the land, the Department will convey a conservation easement to VHCB. The Department is prepared to take on future PILOT payments and to erect/maintain signage on the land. No additional State funding would be needed at this time.

*[JFO received 6/12/19]*

Please review the enclosed materials and notify the Joint Fiscal Office (Daniel Dickerson at (802) 828-2472; [ddickerson@leg.state.vt.us](mailto:ddickerson@leg.state.vt.us)) if you have questions or would like an item held for legislative review. Unless we hear from you to the contrary by July 2, 2019 we will assume that you agree to consider as final the Governor's acceptance of these requests.

**State of Vermont**  
 Department of Finance & Management  
 109 State Street, Pavilion Building  
 Montpelier, VT 05620-0401

[phone] 802-828-2376  
 [fax] 802-828-2428

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Agency of Administration

JUN 12 2019

JOINT FISCAL OFFICE

**STATE OF VERMONT**  
**FINANCE & MANAGEMENT GRANT REVIEW FORM**

<b>Grant Summary:</b>	\$150,000 grant from VHCB to aid in a 435.5 acre acquisition for the Les Newell Wildlife Management Area in Bridgewater, VT.				
<b>Date:</b>	6/3/2019				
<b>Department:</b>	Vermont Fish and Wildlife Department				
<b>Legal Title of Grant:</b>	Vermont Housing and Conservation Board Funds				
<b>Federal Catalog #:</b>	N/A				
<b>Grant/Donor Name and Address:</b>	Vermont Housing and Conservation Board, 58 State Stree #101, Montpelier, VT 05602				
<b>Grant Period:</b>	<b>From:</b>	5/7/2019	<b>To:</b>	Upon completion of grant deliverables	
<b>Grant/Donation</b>	\$150,000				
	<b>SFY 1</b>	<b>SFY 2</b>	<b>SFY 3</b>	<b>Total</b>	<b>Comments</b>
<b>Grant Amount:</b>	\$150,000	\$	\$	\$150,000	
<b>Position Information:</b>	<b># Positions</b>	<b>Explanation/Comments</b>			
<b>Additional Comments:</b>		This grant has no end date, and is instead written to end upon completion of all grant deliverables.			
<b>Department of Finance &amp; Management</b>	6/3/19	MPR	(Initial)		
<b>Secretary of Administration</b>	6/3/19	BJJ	(Initial)		
<b>Sent To Joint Fiscal Office</b>		6/10/19	<b>Date</b>		



JOINT FISCAL OFFICE

JUN 15 2018

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**Fish & Wildlife Department**  
1 National Life Drive, Davis 2  
Montpelier, Vermont 05620  
[www.vtfishandwildlife.com](http://www.vtfishandwildlife.com)

*Agency of Natural Resources*

MEMORANDUM

TO: Mike Middleman, Budget Analyst

FROM: Elizabeth Stratton, Financial Manager

SUBJECT: Grant Acceptance Request

DATE: April 25, 2019

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Enclosed is a Request for Grant Acceptance (Form AA-1) for \$150,000 from the Vermont Housing and Conservation Board (VHCB) that will help fund the acquisition of a 435.5-acre parcel to be added to the Lew Newell WMA in Bridgewater, Vermont. The property is known as "Bull Hill" in the VFWD Heritage database and is one of the most ecologically significant sites in the Chateauguay area. It has state-significant examples of Rich Northern Hardwood Forest, Red Oak-Northern Hardwood Forest, Temperate Calcareous Cliff, Vernal Pool and six rare, threatened and endangered plants have been found on the property. At present, public ownership is restricted to the summit and north slopes of Bull Hill. Extending this to the south slopes would be important for conservation of the diversity of the site. In addition to the ecological features, the Appalachian Trail goes through the property, making conservation significant from simply a viewshed perspective.

The total project cost for this acquisition is \$425,000 of which \$150,000 will be funded by VHCB, \$20,000 from the habitat fund, and \$255,000 from federal Pittman-Robertson funds.

These grant funds and the associated acquisition are one-time expenses for acquisition cost, legal fees and survey work, that will cease once the project is complete. There are no staff costs associated with this budget. The department will assume future PILOT payment costs and maintenance of signage and kiosks in the future.

The department will measure the success of this project by the metric of increasing the percentage of high habitat protected through acquisition or easement in Vermont.

A response can be returned to my attention at:  
Fish & Wildlife Department  
1 National Life Drive, Davis 2  
Montpelier, Vermont 05620

Please let me know if you need any further information. I can be reached at 802-828-1191.

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**STATE OF VERMONT REQUEST FOR GRANT (\*) ACCEPTANCE (Form AA-1)**

BASIC GRANT INFORMATION				
<b>1. Agency:</b>	Agency of Natural Resources			
<b>2. Department:</b>	Vermont Fish and Wildlife Department			
<b>3. Program:</b>	Lands and Habitat			
<b>4. Legal Title of Grant:</b>	Vermont Housing and Conservation Board Funds			
<b>5. Federal Catalog #:</b>	N/A			
<b>6. Grant/Donor Name and Address:</b>				
Vermont Housing and Conservation Board 58 State Street #101 Montpelier, Vermont 05602				
<b>7. Grant Period:</b>	<b>From:</b>	5/7/2019	<b>To:</b>	Upon completion of grant deliverables
<b>8. Purpose of Grant:</b>				
To fund a portion of the 435.5 acre acquisition for the Les Newell WMA in Bridgewater.				
<b>9. Impact on existing program if grant is not Accepted:</b>				
The acquisition and the associated benefits for fish, wildlife, habitat, and Vermonters will not occur.				
10. BUDGET INFORMATION				
	<b>SFY 1</b>	<b>SFY 2</b>	<b>SFY 3</b>	<b>Comments</b>
<b>Expenditures:</b>	<b>FY 2019</b>	<b>FY</b>	<b>FY</b>	
Personal Services	\$	\$	\$	
Operating Expenses	\$425,000	\$	\$	
Grants	\$	\$	\$	
<b>Total</b>	<b>\$425,000</b>	<b>\$</b>	<b>\$</b>	
<b>Revenues:</b>				
State Funds:	\$20,000	\$	\$	
Cash	\$	\$	\$	
In-Kind	\$	\$	\$	
Federal Funds:	\$	\$	\$	
(Direct Costs)	\$255,000	\$	\$	
(Statewide Indirect)	\$	\$	\$	
(Departmental Indirect)	\$	\$	\$	
Other Funds:	\$	\$	\$	
Grant (source Vermont Housing and Conservation Board)	\$150,000	\$	\$	
<b>Total</b>	<b>\$425,000</b>	<b>\$</b>	<b>\$</b>	
<b>Appropriation No:</b>	6120000000	<b>Amount:</b>	\$150,000	
			\$	
			\$	
			\$	
			\$	
			\$	



**STATE OF VERMONT REQUEST FOR GRANT (\*) ACCEPTANCE (Form AA-1)**

		\$
	<b>Total</b>	\$150,000

**PERSONAL SERVICE INFORMATION**

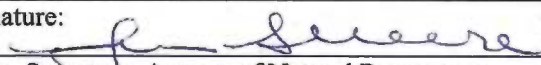

**11. Will monies from this grant be used to fund one or more Personal Service Contracts?**  Yes  No  
 If "Yes", appointing authority must initial here to indicate intent to follow current competitive bidding process/policy.

Appointing Authority Name: Louis Porter Agreed by: \_\_\_\_\_ (initial)

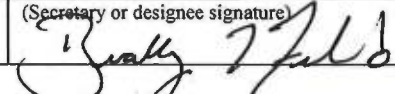
12. Limited Service Position Information:	# Positions	Title
<b>Total Positions</b>		

**12a. Equipment and space for these positions:**  Is presently available.  Can be obtained with available funds.

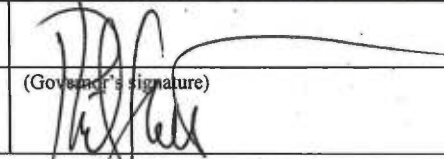
**13. AUTHORIZATION AGENCY/DEPARTMENT**

I/we certify that no funds beyond basic application preparation and filing costs have been expended or committed in anticipation of Joint Fiscal Committee approval of this grant, unless previous notification was made on Form AA-1PN (if applicable):	Signature: 	Date: 6/5/19
	Title: Secretary, Agency of Natural Resources	
	Signature: 	Date: 6/7/19
	Title: Commissioner, Vermont Fish and Wildlife	

**14. SECRETARY OF ADMINISTRATION**

<input checked="" type="checkbox"/> Approved:	(Secretary or designee signature) 	Date: 6/3/19
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**15. ACTION BY GOVERNOR**

<input checked="" type="checkbox"/> Check One Box: Accepted	(Governor's signature) 	Date: 6/7/19
<input type="checkbox"/> Rejected		

**16. DOCUMENTATION REQUIRED**

**Required GRANT Documentation**

<input type="checkbox"/> Request Memo	<input type="checkbox"/> Notice of Donation (if any)
<input type="checkbox"/> Dept. project approval (if applicable)	<input type="checkbox"/> Grant (Project) Timeline (if applicable)
<input type="checkbox"/> Notice of Award	<input type="checkbox"/> Request for Extension (if applicable)
<input type="checkbox"/> Grant Agreement	<input type="checkbox"/> Form AA-1PN attached (if applicable)
<input type="checkbox"/> Grant Budget	

**End Form AA-1**

(\*) The term "grant" refers to any grant, gift, loan, or any sum of money or thing of value to be accepted by any agency, department, commission, board, or other part of state government (see 32 V.S.A. §5).



**Department of Fish and Wildlife**  
1 National Life Dr., Dewey Building  
Montpelier, VT 05620-3702  
[www.vtfishandwildlife.com](http://www.vtfishandwildlife.com)

[phone] 802-505-0561  
[fax] 802-828-1250

*Agency of Natural Resources*

## MEMORANDUM

**To:** Jaye Pershing Johnson, Governor's Legal Counsel

**From:** Jane Lazorchak, Land Acquisition Coordinator

**Date:** March 20, 2019

**RE:** Governor's Approval Needed for acquisition of the 435.5-acre Booth Irrevocable Trust property at Les Newell Wildlife Management Area in Bridgewater and conveyance of a conservation easement to the Vermont Housing and Conservation Board.

Enclosed is an approval to be signed by Governor Scott for the acquisition of 435.5-acre Booth Irrevocable Trust property in the town of Bridgewater and the subsequent conveyance of a conservation easement to the Vermont Housing and Conservation Board as required by the grant funding. The addition of this property to Les Newell Wildlife Management Area will provide permanent protection of public access for hunting, trapping, fishing and wildlife viewing, and the conservation of significant wildlife habitat. Total costs for this project are approximately \$425,000 for acquisition costs, a survey and legal fees.

Funding for this acquisition will come from the United States Fish and Wildlife Service, Vermont Fish and Wildlife Department habitat stamp funds and a grant from the Vermont Housing and Conservation Board. Included with the Governor's approval memo are two maps of the property, a copy of the review and approval by the Secretary of the Agency of Natural Resources and a copy of the letter signed by the town of Bridgewater stating town support for the state acquisition of this property.

If you have any questions regarding this project, please contact me directly at 505-0561 or at [jane.lazorchak@vermont.gov](mailto:jane.lazorchak@vermont.gov), thank you.

cc: Louis Porter, Commissioner





Department of Fish and Wildlife  
Commissioner's Office  
1 National Life Drive  
Davis 2  
Montpelier, VT 05620-3702  
802-828-1454

TO: Phillip B. Scott, Governor

THROUGH: Julie Moore, Secretary, Agency of Natural Resources

FROM: Louis Porter, Commissioner, Department of Fish and Wildlife

SUBJECT: Acquisition of the 435.5-acre Booth Irrevocable Trust property to provide additional conservation and public access opportunities at Les Newell Wildlife Management Area (WMA).

**Recommendation: Approve the acquisition of the 435.5-acre Booth property to be added to the Vermont Fish and Wildlife Department's (VFWD) Les Newell WMA located in the town of Bridgewater.**

Description

Les Newell WMA is made up of more than 10 separate parcels varying in size and topography and totaling 7,988 acres. The properties are spread out over four towns: Barnard, Bridgewater, Sherburne and Stockbridge. The timber rights on the WMA are owned by the A. Johnson Company. Much of the land surrounding Les Newell is owned by timber companies; therefore Les Newell is part of a large (50,000 acre), relatively undeveloped area. This area has been known historically as the Chateaugay. The region has been enjoyed for many years by snowmobilers, horseback riders, hunters, trappers, birdwatchers, and other people who take pleasure in recreating in remote forest settings.

We recently learned of an exciting opportunity to own a significant piece of forestland adjacent to the WMA. At first glance, this 435.5-acre property looks like your standard Northern Hardwood Forest in the Chateaugay area but fortunately there has been some inventory work on the property telling us otherwise (See Exhibits 1 and 2). The area is known as "Bull Hill" in the VFWD Heritage database. Bull Hill is one of the most ecologically significant sites in the Chateaugay area, as described by Brett Engstrom. It has state-significant examples of Rich Northern Hardwood Forest, Red Oak-Northern Hardwood Forest, Temperate Calcareous Cliff, and Vernal Pool. The following six rare, threatened and endangered plants have been found on the property: male fern (S2, State-listed Threatened), green adder's mouth (S2), squarrose goldentod (S2S3), summer sedge (S3), purple clematis (S3), and drooping bluegrass (S3). At present, public ownership is restricted to the summit and north slopes of Bull Hill. Extending this to the south slopes would be important for conservation of the diversity of the site. In addition to the ecological features, the Appalachian Trail goes through the property, making conservation significant from simply a viewshed perspective.

### Need and Cost

The Vermont Fish and Wildlife Department is acquiring this property from the Booth Irrevocable Trust in order to provide permanent protection of public access for hunting, trapping, fishing, wildlife viewing, other wildlife dependent activities and conservation of significant wildlife habitats including habitat for black bear. The property was listed with Land Vest and we are working through their broker to acquire the property. We are under contract to purchase the property for the appraised value of \$399,000. The estimate set for the total project costs is up to \$425,000 for acquisition costs and associated costs including appraisal work, a survey and legal fees. Funding for this project will come from the United States Fish and Wildlife Service, VFWD habitat stamp funds and a grant from the Vermont Housing and Conservation Board. The grant from the Vermont Housing and Conservation Board (VHCB) requires the immediate conveyance of a conservation easement from the VFWD to the VHCB. This granting source requires the easement to ensure their objectives will be met on the property in perpetuity including wildlife habitat conservation and public access.

Your approval of this acquisition is required by 10 V.S.A. §4144, which states in part “the secretary, with approval of the governor, may exchange, sell or lease lands under the secretary’s jurisdiction when, in his or her judgment, it is advantageous to the state to do so ...” This project has been reviewed and approved by the Secretary of the Agency of Natural Resources on September 10, 2018 (See Exhibit 3). In addition, the town supports this project as documented in the letter from the Select Board of Bridgewater (Exhibit 4).

**APPROVAL FOR PURCHASE OF LANDS**

We the undersigned, hereby approve the purchase of land by the Agency of Natural Resources, Department of Fish and Wildlife and the conveyance of conservation easement by the Department of Fish and Wildlife to the Vermont Housing and Conservation Board to protect public access and the natural resources on the 435.5-acre Booth property in Bridgewater, VT. This approval is required by 10 V.S.A. §4144 of the Vermont Statutes Annotated.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Philip B. Scott  
Governor  
State of Vermont

\_\_\_\_\_  
Date

\_\_\_\_\_  
Julie Moore  
Secretary  
Agency of Natural Resources

\_\_\_\_\_  
Date

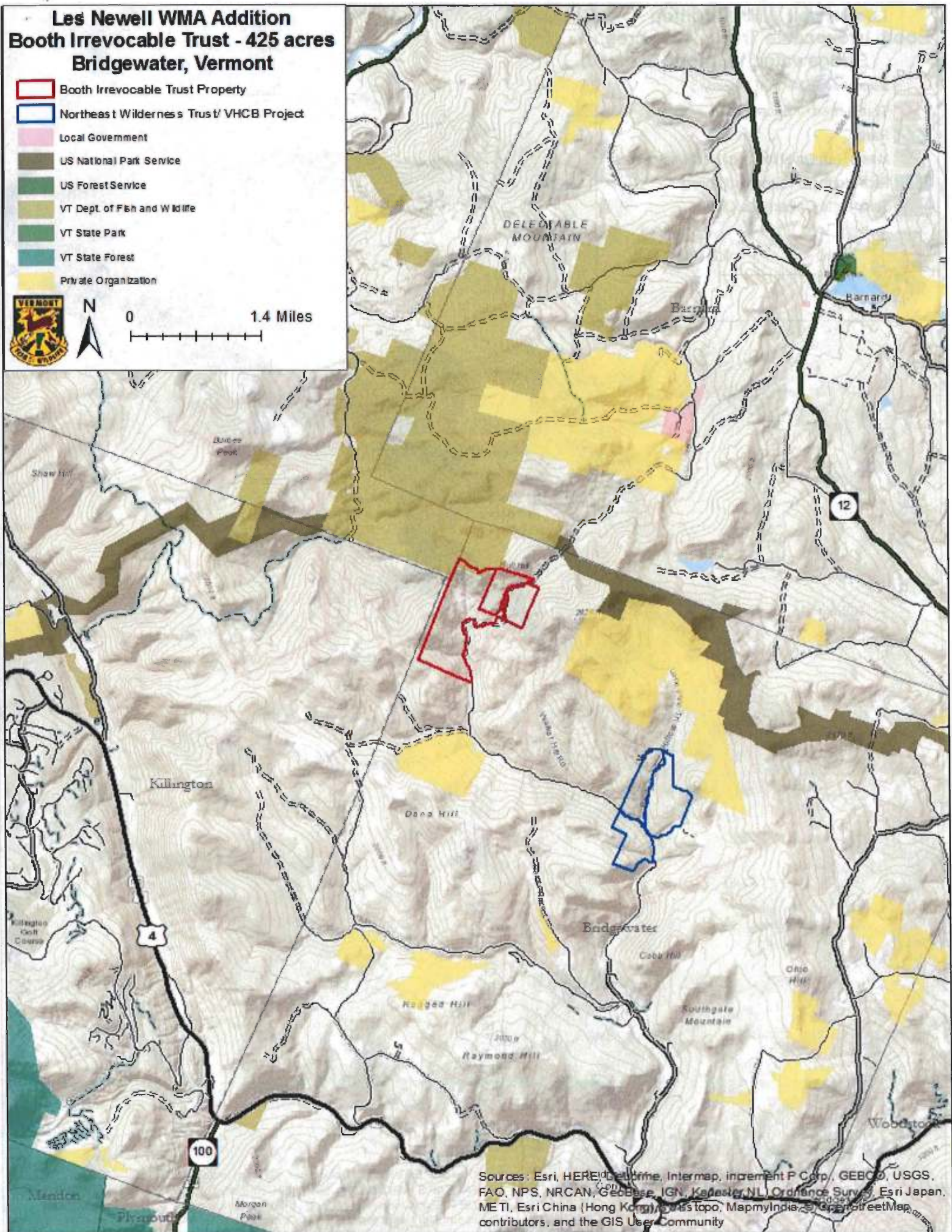
\_\_\_\_\_  
Louis Porter  
Commissioner  
Fish and Wildlife Department

# Les Newell WMA Addition Booth Irrevocable Trust - 425 acres Bridgewater, Vermont

- Booth Irrevocable Trust Property
- Northeast Wilderness Trust/ VHCBB Project
- Local Government
- US National Park Service
- US Forest Service
- VT Dept. of Fish and Wildlife
- VT State Park
- VT State Forest
- Private Organization




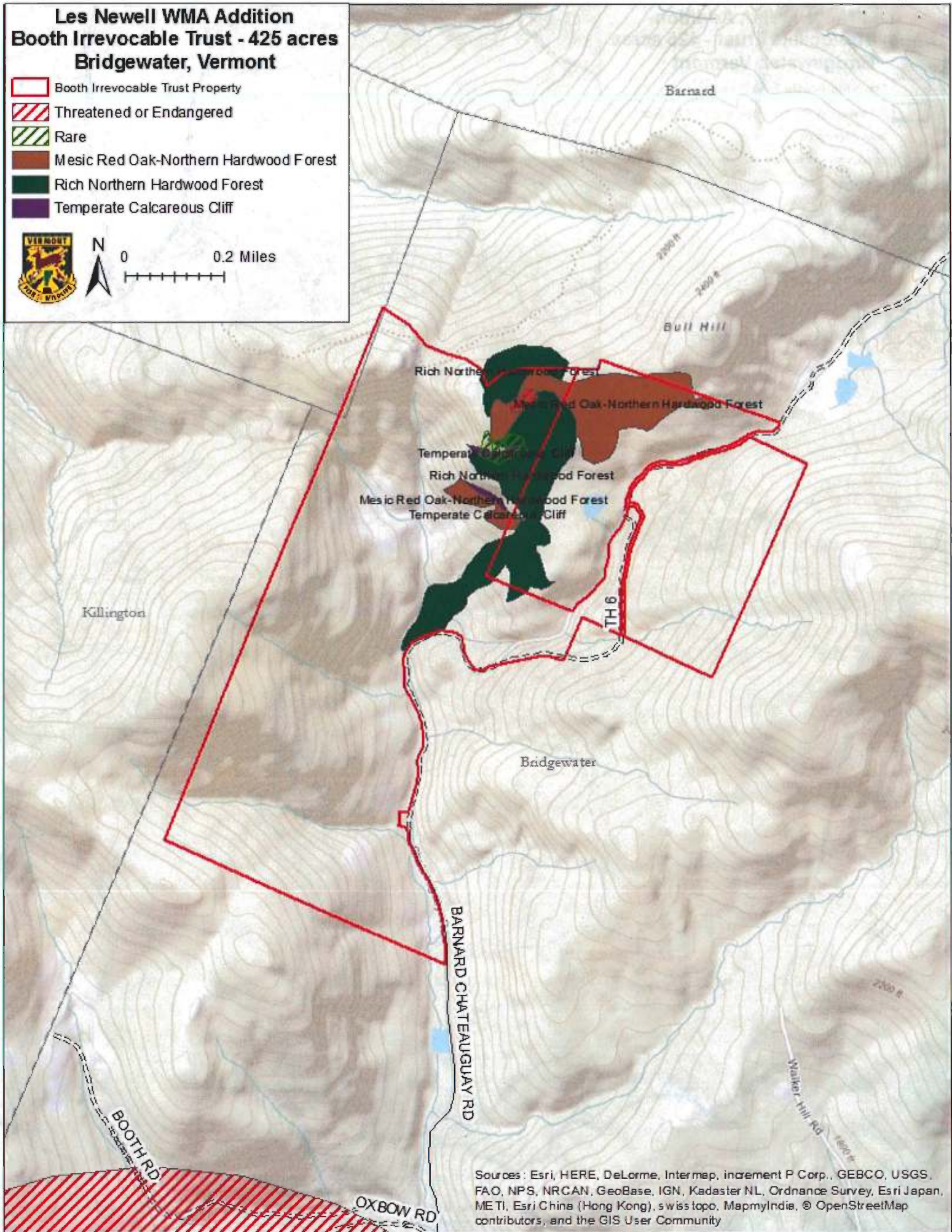
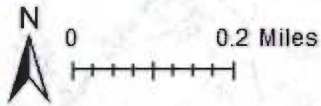
0 1.4 Miles



Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GEBCO, IGN, Kartus, NLS, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

**Les Newell WMA Addition  
Booth Irrevocable Trust - 425 acres  
Bridgewater, Vermont**

-  Booth Irrevocable Trust Property
-  Threatened or Endangered
-  Rare
-  Mesic Red Oak-Northern Hardwood Forest
-  Rich Northern Hardwood Forest
-  Temperate Calcareous Cliff



Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swiss topo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

## MEMORANDUM

TO: Julie Moore, Secretary

FROM: Jane Lazorchak, Land Acquisition Coordinator

SUBJECT: The purchase of 435.5 acres from the Booth Irrevocable Trust at Les Newell Wildlife Management Area (WMA) in Bridgewater, VT

**Recommendation: Approve the acquisition of the 435.5 acres to be added to Les Newell WMA.**

<b><u>Landowner:</u></b>	Booth Irrevocable Trust
<b><u>Location:</u></b>	Bridgewater, Vermont
<b><u>Acreage:</u></b>	435.5 acres
<b><u>Type of Acquisition:</u></b>	Fee Acquisition
<b><u>Recommended Funding:</u></b>	PR Funds, VHCB and Foundation support
<b><u>Cost:</u></b>	\$425,000

### **Background and Ecological Significance:**

Les Newell WMA is made up of more than 10 separate parcels varying in size and topography and totaling 7,988 acres. The properties are spread out over four towns: Barnard, Bridgewater, Sherburne and Stockbridge. The timber rights on the WMA are owned by the A. Johnson Company. Much of the land surrounding Les Newell is owned by timber companies; therefore Les Newell is part of a large (50,000 acre), relatively undeveloped area. This area has been known historically as the Chateaugay. The region has been enjoyed for many years by snowmobilers, horseback riders, hunters, trappers, birdwatchers, and other people who take pleasure in recreating in remote forest settings.

Trust for Public Land recently made us aware of an exciting opportunity to own a significant piece of forestland adjacent to the WMA. At first glance, this 435.5-acre property looks like your standard Northern Hardwood Forest in the Chateaugay area but fortunately there has been some inventory work on the property telling us otherwise. The area is known as "Bull Hill" in the VFWD Heritage database. Bull Hill is one of the most ecologically significant sites in the Chateaugay-Notown area, as described by Brett Engstrom. It has state-significant examples of Rich Northern Hardwood Forest, Red Oak-Northern Hardwood Forest, Temperate Calcareous Cliff, and Vernal Pool. The following six RTE plants have been found on the property: male fern (S2, State-listed Threatened), green adder's mouth (S2), squarrose goldentod (S2S3), summer sedge (S3), purple clematis (S3), and drooping bluegrass (S3). At present, public ownership is restricted to the summit and north slopes of Bull Hill. Extending this to the south slopes would be important for conservation of the diversity of the site. In addition to the ecological features, the Appalachian Trail goes through the property which presents unique opportunities for funding capacity.

Assuming support from the District Stewardship Team and leadership, the Department is drafting a P&S Agreement to get the property off the market which is currently listed with LandVest. Story Jenks, the broker with LandVest representing the Booth Irrevocable Trust, has contacted the landowners who have agreed to work with us understanding that the funds need to

be raised and other contingencies need to be met before we can close. We have spoken with the Vermont Housing and Conservation Board about funding this project. We plan to submit a grant to them in September for their December funding round. Additional funding support will come from Pittman-Robertson funds, the Appalachian Trails Conservancy and the Fields Pond Foundation.

### APPROVAL FOR DEVELOPMENT OF A CONSERVATION PROJECT

I hereby approve the development of a land acquisition project on the 435.5-acre Booth Irrevocable Trust property in Castleton, Vermont. This approval authorizes Department staff to pursue the development of this project and does not supersede other requirements, statutory, regulatory, procedural or policy, for the State of Vermont to accept interest in real property (e.g., Governor Approval).

09/10/18  
Date

  
Julie Moore, Secretary  
Agency of Natural Resources



# TOWN OF BRIDGEWATER

7335 US ROUTE 4  
BRIDGEWATER, VERMONT 05034  
802 672-3334 FAX: 802 672-5395

January 8, 2019

Dear Ms. Lazorchak,

After reading your letter that summarized the Vermont Fish and Wildlife Department's (VFWD) involvement and discussing the project further at our Select Board meeting on January 8, 2019, we are writing to offer our full support for the VFWD's involvement in the acquisition of the 435.5-acre Booth Irrevocable Trust property in the Town of Bridgewater to be added to the Les Newell WMA. More specifically, the town supports the VFWD acquiring the property to conserve the natural resource values on the property and public access for all wildlife-based recreation.

Thank you for meeting with us.

Sincerely,

Norman E. Martin II, Chairman

Mary Oldenburg, Selectboard

Lynne Bertram, Selectboard







**Department of Fish and Wildlife**  
1 National Life Dr., Dewey Building  
Montpelier, VT 05620-3702  
[www.vtfishandwildlife.com](http://www.vtfishandwildlife.com)

[phone] 802-505-0561  
[fax] 802-828-1250

*Agency of Natural Resources*

## MEMORANDUM

**To:** Jaye Pershing Johnson, Governor's Legal Counsel  
**From:** Jane Lazorchak, Land Acquisition Coordinator  
**Date:** March 20, 2019  
**RE:** Governor's Approval Needed for acquisition of the 435.5-acre Booth Irrevocable Trust property at Les Newell Wildlife Management Area in Bridgewater and conveyance of a conservation easement to the Vermont Housing and Conservation Board.

---

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Funding for this acquisition will come from the United States Fish and Wildlife Service, Vermont Fish and Wildlife Department habitat stamp funds and a grant from the Vermont Housing and Conservation Board. Included with the Governor's approval memo are two maps of the property, a copy of the review and approval by the Secretary of the Agency of Natural Resources and a copy of the letter signed by the town of Bridgewater stating town support for the state acquisition of this property.

If you have any questions regarding this project, please contact me directly at 505-0561 or at [jane.lazorchak@vermont.gov](mailto:jane.lazorchak@vermont.gov), thank you.

cc: Louis Porter, Commissioner



Department of Fish and Wildlife  
Commissioner's Office  
1 National Life Drive  
Davis 2  
Montpelier, VT 05620-3702  
802-828-1454

TO: Phillip B. Scott, Governor

THROUGH: Julie Moore, Secretary, Agency of Natural Resources

FROM: Louis Porter, Commissioner, Department of Fish and Wildlife

SUBJECT: Acquisition of the 435.5-acre Booth Irrevocable Trust property to provide additional conservation and public access opportunities at Les Newell Wildlife Management Area (WMA).

**Recommendation: Approve the acquisition of the 435.5-acre Booth property to be added to the Vermont Fish and Wildlife Department's (VFWD) Les Newell WMA located in the town of Bridgewater.**

Description

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### Need and Cost

The Vermont Fish and Wildlife Department is acquiring this property from the Booth Irrevocable Trust in order to provide permanent protection of public access for hunting, trapping, fishing, wildlife viewing, other wildlife dependent activities and conservation of significant wildlife habitats including habitat for black bear. The property was listed with Land Vest and we are working through their broker to acquire the property. We are under contract to purchase the property for the appraised value of \$399,000. The estimate set for the total project costs is up to \$425,000 for acquisition costs and associated costs including appraisal work, a survey and legal fees. Funding for this project will come from the United States Fish and Wildlife Service, VFWD habitat stamp funds and a grant from the Vermont Housing and Conservation Board. The grant from the Vermont Housing and Conservation Board (VHCB) requires the immediate conveyance of a conservation easement from the VFWD to the VHCB. This granting source requires the easement to ensure their objectives will be met on the property in perpetuity including wildlife habitat conservation and public access.

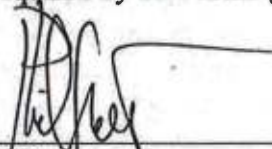
Your approval of this acquisition is required by 10 V.S.A. §4144, which states in part ~~"the secretary, with approval of the governor, may exchange, sell or lease lands under the secretary's jurisdiction when, in his or her judgment, it is advantageous to the state to do so."~~ This project has been reviewed and approved by the Secretary of the Agency of Natural Resources on September 10, 2018 (See Exhibit 3). In addition, the town supports this project as documented in the letter from the Select Board of Bridgewater (Exhibit 4).

acquire for the use of  
the Department of Fish and  
Wildlife by gift, purchase or lease  
and ~~own~~ and all rights and  
interests in lands ponds or streams  
and hunting and fishing rights and  
privileges in any lands or waters  
in the state..."


**APPROVAL FOR PURCHASE OF LANDS**

We the undersigned, hereby approve the purchase of land by the Agency of Natural Resources, Department of Fish and Wildlife and the conveyance of conservation easement by the Department of Fish and Wildlife to the Vermont Housing and Conservation Board to protect public access and the natural resources on the 435.5-acre Booth property in Bridgewater, VT. This approval is required by 10 V.S.A. §4144 of the Vermont Statutes Annotated.


5/21/19  
Date

  
Philip B. Scott  
Governor  
State of Vermont

03/22/19  
Date

  
Julie Moore  
Secretary  
Agency of Natural Resources

3/21/19  
Date

  
Louis Porter  
Commissioner  
Fish and Wildlife Department



March 14, 2019

Jane Lazorchak  
Vermont Fish and Wildlife Department  
1 National Life Drive, Davis 2  
Montpelier, VT 05620

Re: Les Newell WMA Addition  
VHCB #2019-009-001

Dear Jane:

We are writing to confirm the action of the Vermont Housing and Conservation Board at their meeting on December 13, 2018, on the Vermont Land Trust, Inc.'s application for funding of the Lew Newell WMA Addition project.

The Board voted to award the Vermont Land Trust, Inc. a VHCB grant in the amount of up to One Hundred Fifty Thousand Dollars (\$150,000) for the acquisition of 435 acres in the Town of Bridgewater, Windsor County, for addition to Les Newell Wildlife Management Area. This award shall be subject to the restrictions and conditions of Attachment "A" of the Grant Agreement attached hereto and made a part hereof.

After all parties have reviewed and signed the Grant Agreement and all applicable conditions are satisfied, you should request disbursement of VHCB funds in writing. Please list each condition and how you have satisfied it.

VHCB is funded by the taxpayers of the State of Vermont at the direction of the General Assembly. If feasible, an appropriate sign or placard shall be displayed at the project recognizing VHCB involvement and that VHCB funds are derived from the General Assembly.

Under Vermont's law on information held by public agencies, the public has a right to inspect and copy the information contained in this letter. So, in addition to a press release prepared by VHCB about the award, VHCB will provide information about it to the public if we are requested to do so. Please keep this VHCB policy in mind as you develop policy and procedures on release of information by your organization. If you have questions about this VHCB practice, call our legal staff.

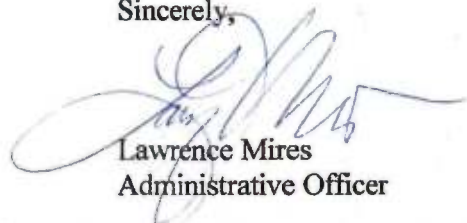


58 East State Street, Montpelier, Vermont 05602 TEL: 802-828-3250 WEB: [www.vhcb.org](http://www.vhcb.org)

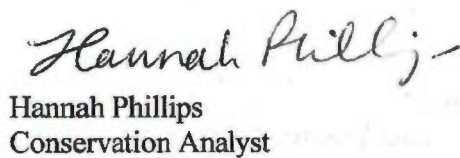
BOARD OF DIRECTORS: Neil Mickenberg, Chair • Emily Wadhams, Vice Chair • Maura Collins • Allyson Laackman • Martha Maksym  
David R. Marvin • Kate McCarthy • Julie Moore • Hannah Sessions • Anson Tebbetts • Thomas C. Yahn • EXECUTIVE DIRECTOR: Gustave Seelig

Congratulations on the award! We look forward to working with you on any unresolved issues. Please call Hannah Phillips if you have questions or comments about the Board action or if you would like to set up a meeting to discuss the award and/or closing process. Thank you.

Sincerely,



Lawrence Mires  
Administrative Officer



Hannah Phillips  
Conservation Analyst

enclosures

## **GRANT AGREEMENT**

**between the**

**VERMONT HOUSING AND CONSERVATION BOARD**

**and the**

**VERMONT FISH AND WILDLIFE DEPARTMENT  
Les Newell WMA Addition**

### **I. Grant Agreement**

- A. This Agreement (the "Agreement") is made and entered into by and between the Vermont Housing and Conservation Board, 58 East State Street, Montpelier, Vermont, 05602 ("VHCB") and Vermont Fish and Wildlife Department, 1 National Life Drive, Davis 2, Montpelier, Vermont, 05620 (the "Grantee").
- B. This Agreement consists of the body and Attachment "A", which is incorporated herein by reference. Together they embody the entire commitment by VHCB with respect to the subject matter hereof. All prior agreements, representations, statements, negotiations, and understandings with respect to this matter on the part of VHCB are superseded hereby.

### **II. Authority**

This is made under the provisions set forth in the "Vermont Housing and Conservation Trust Fund Act" (10 V.S.A. Chapter 15) and the rules promulgated thereunder.

### **III. Period of Performance**

This Agreement becomes effective when it is signed by both parties, and remains in effect until all terms and conditions hereof have been satisfied.

### **IV. Grant Award**

- A. In consideration of and subject to Grantee's satisfactory compliance with the terms and conditions of this Agreement, VHCB shall provide to Grantee a VHCB grant in the amount of up to One Hundred Fifty Thousand Dollars (\$150,000) for the acquisition of 435 acres in the Town of Bridgewater, Windsor County, for addition to Les Newell Wildlife Management Area.
- B. It is expressly understood and agreed that in no event shall the total funds provided by VHCB exceed the amount specified in A above. Any additional funds required



to complete the activities described in this Agreement shall be the responsibility of Grantee and shall be provided by sources other than VHCB.

- C. In no event shall this Agreement be construed as a commitment by VHCB to provide future funding to Grantee.
- D. Payment of the funds awarded under this Agreement will be made upon written request of Grantee, provided that Grantee has submitted documentation satisfactory to VHCB evidencing compliance with the terms and conditions of this Agreement.
- E. Grantee shall comply with all conditions of this Agreement for disbursement of funds by December 13, 2020. If Grantee fails to comply with all such conditions by said date, then, after providing written notice to Grantee, VHCB staff may recommend that VHCB terminate its obligation to disburse funds hereunder. Should Grantee not be able to meet the conditions of this Agreement and the project is still viable this Agreement can be extended by mutual written agreement.
- F. To the extent that the specifics of the project are not included in this Agreement, reference is made to the application of Grantee dated October 4, 2018.

**V. Status of Grantee and Contractors; Indemnification**

- A. The parties agree that in connection with the project and any other activities assisted with VHCB funds, Grantee and all agents, employees and contractors of the Grantee shall be acting as independent contractors and not as agents or employees of VHCB or the State of Vermont.
- B. Grantee shall indemnify, defend, and hold harmless VHCB, the State of Vermont and their respective board members, officers and employees from any and all liability, claims, suits, judgements and damages arising directly or indirectly in connection with or as a result of performance or nonperformance under this Agreement by Grantee or any agents, employees, contractors or subgrantees of Grantee.

**VI. Obligations of Grantee**

- A. Grantee agrees to comply with all provisions of this Agreement, any other VHCB legal documents relating to the Project, and all applicable federal, state and local laws, statutes, codes, ordinances and regulations, including Title 21, V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the extent applicable, and agrees further to include a similar provision in any and all subcontracts.
- B. Grantee shall remain fully obligated and liable under the provisions of this Agreement, notwithstanding the designating, subgranting, or contracting with any third party or parties for the undertaking of any or all of the program being assisted under this .

- C. Grantee shall require any third party to comply with all lawful requirements necessary to ensure that the project is carried out in accordance with this Agreement.

**VII. Monitoring**

Grantee shall cooperate with any review in any way possible, including making available records requested by VHCB and permitting on-site inspections by VHCB or its agents.

**VIII. Enforcement of Agreement**

- A. Failure to comply with all or any part of this Agreement shall be the basis for suspension or termination of said Agreement by VHCB. VHCB shall exercise the right to terminate this Agreement by written notice to Grantee. Such notice of termination shall be issued not less than 15 days prior to the effective date thereof as stated in the notice.
- B. Any termination notice for material non-compliance shall include a reasonable opportunity for Grantee to respond and/or remedy the non-compliance.
- C. VHCB shall have the right to pursue any legal or equitable remedy to enforce any or all provisions of this Agreement, and the costs of any such action shall be borne by Grantee if VHCB prevails in such action.

**IX. Miscellaneous Provisions**

- A. Grantee shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to costs incurred under this Agreement and make them available at reasonable times during the period of this contract and for three years thereafter for inspection by any authorized representative of VHCB. If any audit, claim, or litigation, is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- B. VHCB, by any authorized representative, shall have the right at all reasonable times, to inspect or otherwise evaluate the work performed or being performed under this Agreement.
- C. Payments may be withheld in whole or in part in the event of failure by Grantee to comply with the terms of this Agreement.
- D. No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered and signed by the duly authorized representatives of VHCB and Grantee.

E. Substantial changes to the Project may require changes, modifications, or amendment to this Agreement and Grantee agrees herein to timely notification of VHCB of such changes.

F. This Agreement shall be governed by the laws of the State of Vermont.

**X. Signatories**


VHCB has caused this Agreement to be executed by its duly authorized agent on the 14 day of March, 2019.

**VERMONT HOUSING AND CONSERVATION BOARD**

By:   
Lawrence Mires, Administrative Officer

Grantee has caused this Agreement to be executed by its duly authorized agent on the 7 day of May, 2019.

**Vermont Fish and Wildlife Department**

By:   
Louis Porte  
Name (Printed)  
Commissioner  
Title

**ATTACHMENT "A"**  
**Vermont Fish and Wildlife Department - Les Newell WMA Addition**

**PROJECT SUMMARY:**

The purposes of the award are natural area protection and public outdoor recreation.

**GRANT CONDITIONS:**

**VHCB Special Conditions:**

1. At the time of disbursement, title to the property shall be conveyed to the Vermont Department of Fish and Wildlife for addition to Les Newell WMA.
2. Prior to disbursement, the State shall prepare an Interim Management Plan, for review and approval by VHCB staff.
3. Prior to disbursement, the State shall prepare a Baseline Documentation Report (BDR) for review and approval by VHCB staff.
4. An easement acceptable to VHCB shall be conveyed at the time of disbursement.
5. Prior to disbursement, Grantee shall report, to staff satisfaction, on the Town and the Regional Planning Commission's position on the project.

**VHCB Standard Conditions:**

1. The conserved property shall be kept under ownership of the State of Vermont and shall be held for passive outdoor recreation, forestry, open space and wildlife uses consistent with habitat protection. This condition shall be secured by a Conservation Agreement executed by the State of Vermont or a Grant of Development Rights and Conservation Restrictions executed by the current or an interim owner (the "Conservation Easement"). The Conservation Agreement or Easement shall name VHCB as holder and the form and content thereof must be acceptable to VHCB. All liens and encumbrances on the property or other interests of record which VHCB determines to be inconsistent with the purposes of the Conservation Agreement shall be discharged or released.
2. Grantee shall provide VHCB with copies of all documents relevant to the amount and conditions of this award, including an updated budget. Any changes in the budget for the project must be reviewed and approved by VHCB staff prior to closing. VHCB reserves the right to reduce or change the terms of this award if Grantee receives additional funding for the project that was not included in the budget submitted prior to VHCB Board action or if total project costs are less than anticipated at the time of VHCB Board action.

3. If VHCB uses bond proceeds for this award, Grantee shall use VHCB funds exclusively for fee acquisition of the property or Conservation Easement and other expenses approved by VHCB staff. Prior to disbursement of VHCB funds, Grantee shall not acquire title to any property or incur capital expenses for which it will seek reimbursement from VHCB funds, without the prior written approval of VHCB program and legal staff.
4. Prior to disbursement, Grantee shall submit a final Conservation Plan map prepared in accordance with VHCB mapping standards documenting the acreage and boundaries of the property to be conserved. If VHCB staff are not satisfied with such documentation, Grantee may be required to obtain a survey of the property in accordance with requirements established by VHCB staff after consultation with the VHCB Board Chair or his designee. If the total acreage to be conserved is less than the amount anticipated at the time of VHCB Board action, the award for this project may be reduced at the discretion of VHCB staff.
5. Grantee's attorney shall submit a preliminary title opinion or title insurance binder and drafts of all legal documents relating to the project for review by VHCB staff counsel. Grantee's attorney should consult with VHCB counsel regarding who will prepare the Conservation Agreement or Easement. The other legal documents shall include the property description(s), a Vermont Property Transfer Tax Return, and all documents required to discharge or release existing liens and encumbrances on the property. Prior to disbursement, any issues involving the title or legal documents shall be resolved to the satisfaction of VHCB staff.
6. Grantee shall prepare a letter containing the information required by Title 10 V.S.A. § 6302(d), which provides that "prior to the acquisition of any right or interest in real property by a state agency, the state agency shall submit a report thereon to the legislative body of the municipality concerned, setting forth the location of the real property, the characteristics of the right or interest to be acquired, and the consideration to be given therefor." Prior to disbursement, Grantee shall submit this letter to the municipality and provide a copy to VHCB.
7. Prior to closing/disbursement, the Conservation Agreement or Easement and all documents required to discharge or release existing liens and encumbrances on the property shall be executed and delivered for recording in the appropriate Land Records.
8. Within thirty (30) days after closing, Grantee's attorney shall provide an updated title opinion or a title insurance policy reflecting the recording and approved priority of all recorded documents relating to the project.
9. Within sixty (60) days after closing, Grantee shall submit a final project financial report and any other documentation reasonably requested by VHCB.

10. Any signs erected on the property that list sponsors or funding sources for the project shall include the Vermont Housing and Conservation Board.
11. If development rights or conservation restrictions on the property are extinguished (in whole or in part) by eminent domain or other legal proceedings, and any such extinguishment results in an award of extinguishment proceeds, any such proceeds shall be distributed to each party with a real property interest at the time of the extinguishment in direct proportion to each party's financial contribution to the original conservation project.
11. Prior to closing, Grantee shall submit an interim management plan for the property for review by VHCB staff. Copies of the final management plan (with appropriate public input) and any future updates or amendments to the management plan shall be provided to VHCB.
12. Grantee, or designee, shall monitor the protected property to ensure compliance with the Conservation Agreement or Easement and the management plan. Upon request by VHCB, Grantee shall report on the condition, management and use of the protected property.
13. Prior to disbursement, Grantee shall submit a baseline documentation report that complies with VHCB's Stewardship Policy for Conservation Projects.
14. Prior to closing, Grantee shall provide VHCB with a final shapefile depicting the property boundaries of the conservation project prior to disbursement.

