



## **Chateaugay No Town Conservation Project**

C/O Two Rivers-Ottawquechee Regional Commission  
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### **MEMORANDUM OF UNDERSTANDING FOR THE CHATEAUGUAY-NO TOWN CONSERVATION PROJECT**

This Memorandum of Understanding outlines a partnership for creating a conservation plan and implementation strategy for the Chateaugay-No Town Conservation Project. The purpose of the Project shall be to foster, through locally sponsored conservation activities, the long-term commitment to stewardship of exceptional forest, wildlife, and recreational lands in the Chateaugay, Delectable Mountain, and No-Town areas of Bridgewater, Barnard, Sherburne, and Stockbridge, Vermont. The objectives for this project shall be to preserve upland watersheds, conserve critical wildlife habitats, promote sustainable forestry, and to ensure recreational opportunities.

The partners to this Memorandum of Understanding are the:

- Two Rivers-Ottawquechee Regional Commission ( hereinafter referred to as “the Commission”);
- Chateaugay-No Town Conservation Committee (hereinafter referred to as “the Committee”);
- Vermont Land Trust, Inc.;
- The Conservation Fund, Inc. and
- Appalachian Trail Conference/Trust for Appalachian Trail Lands

The responsibilities of each of the partners are set forth below:

- (1) The Commission shall generally be responsible to the partners for coordination and assistance during the planning phase of the Project. Specifically, these duties shall be to:
  - schedule and facilitate Committee meetings;
  - keep Committee minutes;
  - maintain operating budget and financial reports for the Committee;
  - serve as a central clearinghouse of information for the Committee;
  - handle all internal communications for the Committee and other partners, as appropriate;
  - conduct and maintain landowner research, mapping, and data on the Project for the Committee and other partners; and

- assist in educating the community-at-large on the Project's objective and progress.
- (2) The Committee generally shall be responsible for the overall policy and direction of the Project. Committee representation shall be determined by the Selectboards or Planning Commissions of each of the respective towns participating in the Project. Specific duties of the Committee shall be to:
- provide the Commission and other partners with locally important information about the project, local issues, priorities, and opportunities for land conservation;
  - attend meetings of the partners and provide advice in creating a conservation plan and implementation strategy for the Project;
  - serve to educate the general public about Project objectives, current activities, and future plans;
  - act as an information resource to their respective communities, town Selectboards and Planning Commissions;
  - review and approve external communications regarding the Project; and
  - receive approval from respective Selectboards prior to the commitment or expenditure of local or municipal funds.
- (3) The Vermont Land Trust, Conservation Fund and the Appalachian Trail Conference/Trust for Appalachian Trail Lands generally shall be responsible for the overall implementation of Project objectives. Specifically, these duties shall be to:
- advise and coordinate with the Committee and other partners on the identification of properties important for long-term conservation of the area;
  - educate the Committee and general public on the methods and options available for the conservation of land;
  - advise the Committee regarding the general progress for long-term conservation of land in the Project area; and
  - conduct interviews with landowners regarding individual long-term conservation interests and, where appropriate, work towards the conservation of key properties. In undertaking the above, the partners accept that all landowner meetings or negotiations shall be confidential and private.
- (4) Furthermore, the partners agree that the primary purpose of this Project shall be to conserve exceptional forest, wildlife, and recreational lands within the project area through planning and non-regulatory implementation programs. Accordingly, the partners understand and agree that they shall not in the name of the Project petition for standing or otherwise intervene or participate in any regulatory proceeding involving development of lands within the Project area. Notwithstanding the above, this shall not limit or otherwise prevent the partners

from individually participating in regulatory proceedings as parties by right or permission.

- (5) This Memorandum of Understanding may be amended upon the consent of the partners to this agreement. Other partners may be included under this agreement as is necessary or appropriate to successfully accomplish the objectives of the Project. These may include the State of Vermont - Department of Forests, Parks and Recreation, Vermont Association of Snow Travelers (VAST), and the Green Mountain Club.

Dated this 2 day of Dec, 1998.

Peter A. Gogoy  
Two Rivers-Ottawquechee Regional Commission

Chateaugay-No Town Conservation Committee

[Signature]  
Town of Barnard

[Signature]  
Town of Stockbridge

[Signature]  
Town of Bridgewater

[Signature]  
Town of Sherburne

[Signature]  
Vermont Land Trust, Inc.

[Signature]  
Conservation Fund, Inc.

*W. A. R. H.*

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**Appalachian Trail Conference/  
Trust for Appalachian Trail Lands**

**October, 1998**

**ADDENDUM**  
**To the**  
**Memorandum of Understanding**  
**For the**  
**Chateauguay-No Town Conservation Project**  
**(September 27, 1999)**

The Committee: (additions to section 2)

- Will coordinate with the appropriate conservation partner on publicity related to the land conservation component of the committee's work.
- Will coordinate with the partners to insure that publicity is linked closely to the participating communities.

The VLT, ATC and CF: (additions to section 3)

- Will provide a quarterly report providing a brief status report including a finance report and staff time investment of VLT, ATC and TCF.
- Will regularly review landowner work plan with Partners to insure greatest information exchange and coordination of landowner outreach.
- Will coordinate with other organizations and agencies where helpful on landowner contacts.

NEW SECTION: Fundraising:

- The Partners will coordinate with each other to determine who is best suited to solicit individuals for contributions.
- Contributions will be made to the Vermont Land Trust, earmarked for the "Chateauguay Protection Fund", unless the purpose for the donation is for administrative purposes, and will therefore be managed by the Commission.
- The Commission will coordinate with the other partners regarding applications for public and private grants, determining which partner(s) is best suited to develop and submit the applications.
- VLT will administer the "Chateauguay Protection Fund", created through private donations and foundation grants, to fund conservation projects and associated costs for land conservation in the Chateauguay. VLT will control the Fund but will coordinate with the Partners, based on the Committee's conservation priorities, on the allocation of these funds for conservation projects.