

PIONEER VALLEY CONSERVATION COMPACT

**Community Innovation Challenge (CIC) Grant
FY2012
\$132,455**

Final Report

Pioneer Valley Planning Commission

June 1, 2013

Compact Members:

Pioneer Valley Regional Ventures Center
Town of Southampton
Town of Hatfield
Minnechaug Land Trust
Opacum Land Trust
Winding River Land Conservancy

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Timothy W. Brennan, Executive Director

June 1, 2013

Secretary Glen Shor
Executive Office for Administration and Finance
State House, Room 373
Boston, MA 02133

Dear Secretary Shor:

The Pioneer Valley Planning Commission (PVPC) is pleased to submit the final report for the Pioneer Valley Conservation Compact. A Memorandum of Agreement has been signed by five entities to form the Compact: Towns of Hatfield and Southampton, Opacum Land Trust, Winding River Land Conservancy, and the Minnechaug Land Trust. The Compact for Pioneer Valley Conservation offers an efficient and effective model for affordable technical assistance to communities to support and enhance natural resource protection activities. The Pioneer Valley Planning Commission's existing tax-exempt 501c3 organization, the Pioneer Valley Regional Ventures Center Incorporated, has been expanded via an amendment to the Articles of Incorporation (pending approval by the IRS) to take on the role of providing regional land protection and conservation services.

In our first year, we have protected 134 acres in Southwick and a 4.3 mile rail corridor for a greenway in Southampton. Technical land conservation and stewardship services have been performed on thirteen properties in Hampshire and Hampden Counties. Two new trails have been designed, permitted and constructed. Technical capacity for Compact members has been improved through a series of training workshops and development of guidance documents included as attachments to this report.

Funding for continued operation of the Compact remains a challenge. PVPC has identified several existing programs and grants that could be used as matching funds to Compact member dues to continue with priorities identified for FY14. PVPC will continue to outreach to nonprofits and foundations to seek funding to capitalize a Revolving Loan Fund to establish bridge loans for conservation projects.

PVPC looks forward to working with communities in land trusts in our region to advance land protection efforts and support capacity for land stewardship.

Sincerely,

A handwritten signature in blue ink that reads "Timothy W. Brennan".

Timothy W. Brennan, Executive Director

EXECUTIVE SUMMARY

The Compact for Pioneer Valley Conservation offers an efficient and effective model for affordable technical assistance to communities to support and enhance natural resource protection activities. The Pioneer Valley Planning Commission's existing tax-exempt 501c3 organization, the Pioneer Valley Regional Ventures Center Incorporated, has been expanded via an amendment to the Articles of Incorporation (pending approval by the IRS) to take on the role of providing regional land protection and conservation services.

Communities across the region are struggling with the loss of open space and natural resources due to continued low density sprawl. Communities with all volunteer boards and no professional staff are not able to handle the burden of environmental conservation needs they face, the environmental regulations to be enforced, and also are not able to respond quickly enough to land conservation challenges. The result is the loss of important farmlands and natural resource areas, poorly designed developments, missed opportunities for land conservation, and delays in permitting of development projects. Similarly, many small land trusts are over-burdened and need help with land conservation, in some cases just to monitor and maintain the protected land they currently hold.

In our first year, we have protected 134 acres in Southwick and a 4.3 mile rail corridor for a greenway in Southampton. Technical land conservation and stewardship services have been performed on thirteen properties in Hampshire and Hampden Counties. Two new trails have been designed, permitted and constructed. Technical capacity for Compact members has been improved through a series of training workshops and development of guidance documents included as attachments to this report.

Funding for continued operation of the Compact remains a challenge. PVPC has identified several existing programs and grants that could be used as matching funds to Compact member dues to continue with priorities identified for FY14. PVPC will continue to outreach to nonprofits and foundations to seek funding to capitalize a Revolving Loan Fund to establish bridge loans for conservation projects.

SECTION I: PARTNER COMMUNITIES

The Memorandum of Understanding (MOU) forming the Pioneer Valley Conservation Compact has been signed by six entities: Pioneer Valley Planning Commission (PVPC), Town of Hatfield, Town of Southampton, Winding River Land Conservancy, Minnechaug Land Trust, and Opacum Land Trust. Operational oversight of the Compact for Pioneer Valley Conservation has been established under the 501c3 Pioneer Valley Regional Ventures Center (pending approval by the IRS), the non-profit arm of the Pioneer Valley Planning Commission. In addition to performing operational oversight and coordination of the Compact, PVPC initiated the formation of the Compact out of a recognized need for increasing the capacity for land conservation and stewardship in the Pioneer Valley, particularly in Hampden County, documented in a 2011 feasibility study conducted by PVPC for regionalizing conservation services.

Several other communities remain interested in participating in the Compact however lack the funding resources at this time to support the \$1,500 annual dues fee. Communications with one other land trust regarding their potential interest in the program remains on-going.

SECTION 2: GOALS

The purpose of the Compact for Pioneer Valley Conservation is to provide technical assistance to the Pioneer Valley region's communities and land trusts for land conservation, open space and wetland protection. Some of the main objectives of the Compact for Pioneer Valley Conservation include:

- Provide more qualified, affordable, professional conservation services by pooling resources and expertise;
- Improve the capacity of municipalities and land trusts to protect important open space, natural resource areas and wetlands, improving the quality of life for all residents;
- Improve the scope and quality of conservation services available to residents and achieve maximum impact with limited resources;
- Increased capacity to apply for grants and be more competitive in grant applications, bringing additional resources to their communities, and;
- Avoid municipal liability for problems arising from unmet statutory responsibilities.
- Conservation commissions and land trust board members are able to focus on policy making and guidance instead of service delivery and enforcement.

SECTION 3: IMPLEMENTATION PLAN

An Implementation Plan for the project was developed based on a list of services and assistance identified by the Compact member communities and land trusts. PVPC staff met with each member board or committee to prioritize the services and develop a detailed scope of work, budget, and timeline. A Request for Proposal was issued for a conservation specialist to work as a sub consultant. Through this process, Conservation Works LLC of Hatfield, MA was hired.

In addition to performing many of the site-specific Baseline Document Reports (BDR) and Conservation Restriction Monitoring Reports, Conservation Works conducted a training workshop for the Compact on how to perform these services. A PVPC staff person was assigned to each site specific project and assisted in the site inspection and field data collection, and final report development. The purpose of this training was to increase the capacity for PVPC to perform these services for the region.

The following services and work products were completed under the Compact for Pioneer Valley Conservation:

Conservation Related Services

- Performed Conservation Restriction monitoring at 8 properties
- Completed Baseline Document Reports at 5 properties
- Developed a land management plan for 1 property (250 acres)
- Completed boundary marking with land trust signage at 2 properties
- Grant writing for 2 LAND Grants for conservation land acquisition, both awarded: 134 acres in Southwick, 4.3 mile greenway rail corridor in Southampton –total funding awarded \$582,120

Conservation Stewardship Services

- Designed, permitted stream crossings and constructed 1 trail including 3 stream crossings
- Constructed 1 trail along designed alignment
- Conservation land inventory and mapping, including brochure design for Town of Southampton
- Conservation land inventory and mapping for Town of Hatfield
- Developed Request for Quotes (RFQ) for performance of a Phase I All Appropriate Inquiry for the Southampton Greenway acquisition

Educational Services

Conducted workshops for Compact members on:

- Performing Baseline Document Reports
- Conservation Restriction Monitoring
- Trail construction
- Resources and funding opportunities for land conservation

Developed guidance documents on the following topics:

- Organizational efficiency for land trust boards
- How to recruit and keep volunteers for conservation land stewardship
- Conservation Restriction stewardship guidance
- How to structure a legal defense fund
- Trail building and maintenance guide

Wetland Permitting Review Assistance

- Assisted with review of 2 Notice of Intents for Town of Hatfield

Compact Administration

- Developed a framework for a Revolving Loan Fund (RLF) for conservation funding
- Outreach to potential funders including non-profit foundations to capitalize RLF
- Outreached to towns and land trusts in the region about participation in Compact
- Established operational oversight of the Compact for Pioneer Valley Conservation under the 501c3 Pioneer Valley Regional Ventures Center

SECTION 4: BUDGET

The project budget is provided herein. The primary change to the budget was in a reallocation of funds for wetland protection technical assistance and consultants into land conservation technical assistance and consultants. At the start of the project, funding was set aside for wetlands protection technical assistance under the assumption that the Conservation Commission didn't know what projects would be filed in the coming months and therefore could not say how much assistance would be needed. However, as the program proceeded, it became clear that assistance with wetland permit review was not needed to the degree originally sought, and funds were reallocated to the long list of conservation related priorities identified by Compact members. The original travel budget was in excess of what was needed, thus the excess travel funds were also allocated to land conservation technical assistance.

ITEM	TOTAL COST	AMOUNT EXPENDED	ITEM COST
Formalization of MOU	\$8,675	\$8,675	\$8,675
Wetlands protection technical assistance	\$25,004	\$5,000	\$5,000
Wetlands protection consultants	\$27,047	\$0	\$0
Land conservation technical assistance	\$25,004	\$74,602	\$74,602
Land conservation consultants	\$27,047	\$31,200	\$31,200
Establishment of revolving fund framework	\$1,000	\$1,000	\$1,000
Sustainability of compact	\$6,900	\$6,900	\$6,900
Project management	\$4,578	\$4,578	\$4,578
Travel	\$7,200	\$2,000	\$2,000

TOTAL BUDGET: \$132,455

SECTION 5: CHALLENGES AND SOLUTIONS

The primary challenge to the Pioneer Valley Compact for Conservation is funding for continued operation of services. Land trusts and municipalities have no shortage of work to be performed in the coming years. Annual monitoring of existing conservation restrictions and on-going stewardship for conservation lands can keep volunteer boards and committees busy full-time. Without paid staff, this work inevitably is not performed in a timely manner, if at all in some cases.

In communications with other towns and land trusts in the region about the concept of regionalizing land conservation and stewardship, and participation in the Compact, great support for the concept was expressed. However, consistently, communities repeatedly stated they simply lacked the funding to appropriate to either general land conservation planning or site specific stewardship activities. Furthermore, the concept of paying annual "dues" into a program seemed to be an obstacle. Therefore, for FY14, the Compact will be offering fee for service type contracting. A programmatic brochure is under development detailing the types of services available and will be distributed to communities in Hampshire and Hampden counties, targeting

Conservation Commissions, Open Space Committees, Trail Committees, Tree Committees/Warden, Planning Boards, and the Chief Elected Official.

Through participation in the Compact in FY13, members were able to catch up on a significant backlog of monitoring and other conservation stewardship services. In addition, Compact members were able to prioritize activities for the coming year to be performed by the Compact. This prioritization was based on consideration of the tasks to be performed by the members themselves. In working cooperatively with the Compact, continued technical services will be performed that will allow the Compact member organizations to focus their efforts on the tasks and project that best meet the skill set of their boards and committees. Additionally, the momentum established through the Compact this year, particularly related to the conservation land inventories, is enabling Compact members to proactively seek funding for several land protection projects.

SECTION 6: OUTCOMES

Three outcomes were identified at the outset of the project:

- Increased protection of wetlands
- Increased protection of open space
- Increased community access to open space

Each of the outcomes identified were achieved. As noted above under Implementation, \$582,120 in LAND Grants for land protection were received for 134 acres in Southwick (Winding River Land Conservancy will hold the Conservation Restriction), and a 4.3 mile greenway along a rail corridor in the Town of Southampton. In addition, the conservation land inventory in the Town of Hatfield has resulted in communications with the Kestral Land Trust and the Massachusetts Department of Fish and Game regarding protection of land prioritized as part of the inventories.

Increased access to community open space has been accomplished through performance of the stewardship services identified above. Specific services of note include creation and mapping of trails at the Running Gutter Watershed in Hatfield, and Goat Rock in Hampden. Performance of the Conservation Restriction monitoring for the Knittel Conservation Area in Blandford also included creation of a map of the extensive trail network to be made available at the kiosk at the parking area. The updated Conservation Lands Brochure for the Town of Southampton will be available in hardcopy and online for the public. The brochure maps all publicly accessible land in Southampton, allowable uses, and parking.

The following services are available to Compact members for FY14:

Service / Technical Assistance	Potential Matching Funds (PVPC existing grants/programs)
Project development and grant writing services: <ul style="list-style-type: none"> • Land protection • Parks and other recreational facility development (i.e. river access, trails) • Open space stewardship • Land owner communications • Identify conservation partners (state, federal, local, non-profit) 	HUD SKC Grant; Local Technical Assistance
Conservation Stewardship: <ul style="list-style-type: none"> • Conservation Restriction Monitoring • Baseline Document Reports • Boundary marking on surveyed properties (not pin setting) • Trail mapping • Brochure, kiosk, signage design 	

<p>Conservation Lands Inventory:</p> <ul style="list-style-type: none"> • Identify ownership, protection status, condition, and stewardship status • GIS mapping • Brochure, kiosk, signage design 	
Expand public access to parks and open space in Environmental Justice areas	HUD SKC Grant
Municipal Open Space and Recreation Plans	District Local Technical Assistance (DLTA)
Technical assistance for culvert and stream crossings upgrades to meet MA Stream Crossing Standards	HUD SKC Grant; CT River Stormwater Committee; Hazard Mitigation Grants
Wetland Protection Act Permitting Review Assistance	

CONTACT INFORMATION

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REFERENCES

Compact for Conservation Memorandum of Agreement (included below)

RESOURCES

The following guidance documents were developed for the Compact for Pioneer Valley Conservation:

- Conservation Restriction Stewardship
- Recruiting and Keeping Volunteers
- Legal Defense Funds
- Organizational Efficiency
- Framework for a Revolving Loan Fund for Land Conservation
- Trail Building and Maintenance Guide

COMPACT FOR PIONEER VALLEY CONSERVATION

dated April 12, 2012

A MEMORANDUM OF AGREEMENT

By and among
the Land Trusts and Municipalities of the Pioneer Valley Region
and the
Pioneer Valley Regional Ventures Center, Inc.

WHEREAS, the Pioneer Valley region is in need of assistance in efforts to protect important open space, natural resources and wetlands in the face of ongoing development and sprawl;

WHEREAS, many Pioneer Valley communities have volunteer Conservation Commissions, with no professional staff assistance, and need technical assistance for protection of wetlands, including such areas as: wetlands permitting and plan review; wetlands permit site inspection; storm water permit compliance; and land protection services;

WHEREAS, land trust organizations in the Pioneer Valley have volunteer boards and are in need of assistance and support for land conservation, including such areas as: holding and monitoring of Conservation Restrictions; grant writing; baseline studies; mapping and prioritization of parcels for protection; and landowner outreach;

WHEREAS, the Pioneer Valley Regional Ventures Center, Inc. was established for the charitable and educational purposes of management and program direction for projects designed to alleviate the socioeconomic problems of the Pioneer Valley Region of Western Massachusetts;

Now, THEREFORE, IT IS HEREBY RESOLVED that the communities and land trusts of the Pioneer Valley region and the Pioneer Valley Regional Ventures Center, Inc. agree to establish the Compact for Pioneer Valley Conservation as a non-profit service bureau to assist local land trusts and municipal Conservation Commissions in the Pioneer Valley region and surrounding areas;

IT IS FURTHER RESOLVED that the Compact for Pioneer Valley Conservation will work with any signatory regional land trusts and municipal Conservation Commissions on their projects to acquire and manage important natural areas as protected open space, and to protect wetlands resources;

IT IS FURTHER RESOLVED that the land trusts and municipal Conservation Commissions of the Pioneer Valley and the Pioneer Valley Regional Ventures Center, Inc. agree to work together to promote protection of open space, natural resources and wetlands.

Section 1. Purposes of the Compact

The purposes of the Pioneer Valley Conservation Compact are:

- a. To conserve land in the Pioneer Valley region, including important natural resource areas, farmlands, scenic areas and water resource areas;
- b. To provide technical assistance to land trusts in land conservation work, including but not limited to conducting baseline studies, holding and monitoring Conservation Restrictions, grant writing and mapping;

- c. To provide technical assistance to municipal Conservation Commissions in wetlands protection and land conservation work, including but not limited to wetland permitting and plan review, and site inspections.

Section 2. Role of the Communities

The communities of the Pioneer Valley region, signatory to this agreement, shall have the following roles:

- a. To identify, through their Conservation Commissions, needed technical assistance and services;
- b. To work with Compact annually to craft a scope of services and budget for desired technical assistance and services, as needed.
- c. To contract with Compact for services, as needed.

Section 3. Role of the Land Trusts

The land trusts of the Pioneer Valley region shall have the following roles:

- a. To identify needed technical assistance and services;
- b. To work with Compact annually to craft a scope of services and budget for desired technical assistance and services, as needed.
- c. To contract with Compact for services, as desired.

Section 4. Role of the Compact for Pioneer Valley Conservation

The Compact for Pioneer Valley Conservation shall have the following roles:

- a. To assist communities and land trusts in crafting scopes of services and budgets for desired technical assistance and services;
- d. To provide professional staff support and technical assistance in the following areas of land conservation work:
 - Baseline studies
 - Holding and monitoring of Conservation Restrictions
 - Grantwriting
 - GIS Mapping of land parcels
 - Inventory of data regarding land parcels
 - Prioritization of land parcels using criteria, map data layers
 - Outreach to landowners on land protection
 - Land owner negotiations
- b. To provide professional staff support and technical assistance in the following areas of wetlands protection work:
 - Wetland permitting and plan review
 - Wetland permit site inspection and enforcement for construction site erosion and sediment control
 - Assistance in meeting NPDES MS4 Stormwater Permit compliance
 - Land protection and conservation services

- c. To advise the Pioneer Valley Regional Ventures Center, Inc. Board of Directors on all matters associated with this agreement;
- d. To directly oversee all projects and contracts associated with this agreement;

The Compact also advises its members on non-profit administration, tax, and legal questions. Because most local trusts are managed by volunteers, they find the full-time staff support provided by The Compact crucial to fulfilling their land conservation goals. As a regional organization, The Compact also conducts research and promotes land projects that foster a regional approach to open space protection. The Compact is supported by dues from member land trusts, donations, and grants from private foundations.

Section 5. Role of the Pioneer Valley Regional Ventures Center, Inc.

The Pioneer Valley Regional Ventures Center, Inc. shall have the following roles:

- a. To serve as the fiduciary agent for the Compact for Pioneer Valley Conservation, including handling billing, record-keeping and audits.
- b. To contract with communities and land trusts for services on behalf of the Compact for Pioneer Valley Conservation;
- b. To subcontract with consultants, where needed to provide needed services on behalf of the Compact for Pioneer Valley Conservation.

Section 6. Structure of the Compact

The management structure of the Compact will consist of two levels:

- a. Pioneer Valley Regional Ventures Inc. Board of Directors representation: Two members of the Pioneer Valley Regional Ventures Inc. Board of Directors shall be appointed by the Compact for Pioneer Valley Conservation, from the signatories to this Compact;
- b. Compact for Pioneer Valley Conservation representation: Each signatory to this Compact shall appoint one representative to serve on the Compact for Pioneer Valley Conservation

Section 7. Membership Policies

The Compact for Pioneer Valley Conservation will have the following membership policies:

a. Voting Members

(1) Voting Members in The Compact are limited to municipal Conservation Commissions and 501c3 non-profit organizations which are empowered to hold land for conservation in the Pioneer Valley region and surrounding areas. These conservation groups include both public charities and private operating foundations, provided that they are non-profit and tax-exempt, according to the Internal Revenue Service. Recently-formed groups which have not yet received tax-exempt status, but which can reasonably be expected by The Compact to receive such status, are eligible for Voting membership. Other non-profit groups whose chief mission may be wildlife assistance, water quality protection, or public education,

advocacy or research related to environmental issues are eligible for Voting membership if they include land-holding among their stated functions.

(2) Each Voting Member has one vote on all appropriate budgetary and policy matters and regional projects of The Compact. Each Member is entitled to direct technical assistance from The Compact on its own organization's projects. Members receive all agendas, minutes, reports, maps, public forum invitations and discounts on other Compact materials. Members appoint a Delegate (Director) and Alternate to represent their organizations at Board meetings of The Compact. The Compact may represent Members at regional forums.

(3) Voting Members must join for a full 12-month period in order for The Compact to set its annual budget. At the end of each year, Members may decide to rejoin or withdraw from The Compact. For dues purposes, The Compact's operating year begins each July 1.

(4) Minimum annual dues for Voting Members is \$1,500. There is no maximum amount. The amount of dues contributed determines the relative amount of direct technical assistance that the Member is entitled to receive from The Compact. Members that pay more dues are entitled to more help. Before each year Members provide The Compact with an estimate of how many hours they will likely need and pay for.

(5) The first \$1,000 of each Member's dues is pooled to cover common administrative expenses and regional projects of The Compact. Direct service by The Compact on a Member's projects is assessed at an hourly rate to be established by the Compact annually. Each Member is entitled to 20 prepaid hours as a part of its annual dues. Hours accumulated over the 20-hour level are assessed at the hourly rate.

(6) Members that have overspent their dues at the end of the fiscal year must pay their deficit in addition to next year's dues. Dues are paid in two equal installments, one-half in January and one-half in July.

(7) Members receive semi-annual statements regarding their expenditures.

b. Associate Members

(1) Organizations meeting the eligibility criteria in paragraph A(I) above may alternatively join The Compact as an Associate Member. Public agencies may also become Associates of The Compact. Associates do not pay dues and do not vote on Compact matters. The Associates may be represented by The Compact at regional forums.

(2) Associates receive all agendas, minutes, reports, maps and public forum invitations. They do not receive direct technical assistance on projects or discounts on other Compact materials. They are represented by a Delegate and/or Alternate at Board meetings of The Compact.

(3) Associates are requested to make a donation of \$300 -\$1,000 each year towards the common expenses of The Compact.

c. Non-Voting Members

Organizations not meeting the eligibility criteria in paragraph A(1) above, or public agencies, corporations, foundations and individuals which are interested in the affairs of The Compact may become Non-Voting Members. They may/ or may not make a donation to The Compact. They receive selected materials from The Compact. They do not receive direct technical assistance or any discounts. (They may, however, contract for Compact services separately; see paragraph D below.) They are not represented by The Compact at regional forums.

d. Consulting Services Offered by The Compact

(1) Organizations, public agencies, businesses and private individuals that are not voting Members of The Compact may independently contract for technical services of The Compact, depending on time availability of The Compact's staff. Outside contracts will be identified at Board meetings of The Compact.

(2) Contractual services will be provided at an hourly rate established annually for public conservation agencies and non-profit conservation organizations. All contracts will provide for reimbursement for travel time and for travel costs. All rates are subject to change based on a majority vote of the Voting Members.

Section 8. Amendments

This Memorandum may be amended at any time with the approval of all signatories. Any signatory to this Memorandum may rescind their participation through a majority vote of the signatory's governing body, including the Board of Selectmen for a town and the Mayor for a city.

Section 9. Effective Date/Authorization

This Memorandum will become effective for signatories when it is signed by two or more participating parties.

Pioneer Valley Regional Ventures Center, Inc. Date

Minnechaug Land Trust Date

Winding River Land Conservancy, Inc. Date

Opacum Land Trust Date

Town of Southampton Date

Town of Hatfield