

GEORGE M. BALD Commissioner December 16, 2010

STATE OF NEW HAMPSHIRE DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT OFFICE of the COMMISSIONER

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

603-271-2411 FAX: 603-271-2629 george.bald@dred.state.nh.us

Dear Licensee:

SUBJECT: Decision Regarding 50-Year Sunset Clause to State-Issued Camp Leases at Umbagog Lake

I have carefully reviewed all of the information presented to the Department of Resources and Economic Development (DRED) concerning the camp leases on State owned property at Umbagog Lake. A public hearing was held on Wednesday, November 10th, in the Town of Errol. In addition, we accepted written comments until November 24th.

At the public hearing in Errol, numerous comments were offered, both in writing as well as orally. A sampling of some points supporting the removal of the 50-year termination clause is as follows:

Tim Ellis "Over the 50 years that we have owned the lease there are many examples where we have conducted rescues of small boaters. My wife and I have put out two fires started by lightning.....I believe that it is of significant value to the State, Refuge and to visitors to have the eyes and energy of lease holders such as ourselves to monitor use and provide a safety net."

The Coos county Commissioners, represented by the Vice-Chair, Paul Grenier, offered their support for the elimination of the termination clause.

Brooke Buckovitch offered "Our camp has in no way harmed this land nor will it harm it in the future...We look out for each other and for the land".

Support was also offered by Executive Councilor Raymond Burton and Senator John Gallus.

John Scarinza was the last speaker to offer testimony. "...what good is to be achieved when in 35 years these leases are terminated and the long term stewards of the land are forced to be removed? There is nothing that I can see that is good to be gained by eliminating 10 modest camps from the shores of Lake Umbagog, many of which are interspersed among other private ownership that will not be leaving"

We received other letters and emails supporting the removal of the 50-year termination clause.

We did receive a letter from the US Fish and Wildlife Service concerning this issue. A letter dated January 8th, 2003, to then Supervisor of Parks Allison McLean, discussed the request to eliminate the 50 year termination at that time. "It had been documented that shoreline development and continued high intensity residential use has a negative impact on wildlife. Extending camp leases continues this disturbance and will not allow us to meet wildlife objectives of the overall Lake Umbagog conservation project".

In a letter dated November 23rd, 2010, the Refuge Manager asked "With so much time left on the lease, would it be better to maintain maximum management flexibility to adapt to future conditions? While it is stated in the state camp lot license these lots would be phased out at the close of fifty years, a decision could be made at that point on whether to continue leases if circumstances warranted."

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OFFICE OF THE COMMISSIONER 603-271-2411

I have discussed this issue numerous times with my staff. I have given this request many hours of thought. I was the Commissioner that supported Park Director Rich McLeod's request to acquire a private campground so the State would preserve an important parcel of land on Lake Umbagog. It has become one of my favorite Parks and my favorite lake.

DRED is one of the State's primary land managers. We manage over 167,000 acres of State-owned land as well as the agency responsible to enforce easements on another 220,000 acres. When we acquire land or take easements, we have a policy that supports traditional uses. It appears to me that camp leases are traditional uses. While I support the Fish and Wildlife Service's effort to meet wildlife objectives, I also agree that the 10 leases, most having been in existence for well over 50 years, will not be a detriment. I am also persuaded that having the leases insures that there are people to look out for our wildlife, our visitors, and the interest of the State of NH at Lake Umbagog.

In light of all of the testimony and to remain consistent with our mission, I am, hereby, removing the 50-year termination clause for the 10 camps on property owned by the State of NH at Lake Umbagog, subject to the following conditions:

- The camp may be sold at any time to members within the "immediate family", but not owned by more than two (2) individuals at any one time. Immediate Family, as defined under NH RSA 633:3-a(II)(b), shall mean grandparent, parent, stepparent, child, stepchild, sibling, or spouse, and also include grandchildren;
- For any sale outside the immediate family, the State of New Hampshire shall have the "right of first refusal";
- For any sale outside the immediate family, the US Fish and Wildlife Service shall have the "right of second refusal" in the event that the State of New Hampshire does not exercise its right of first refusal;
- · No "Association" camps shall be allowed; and
- License terms and renewals shall continue to be five (5) year increments, subject to the approval of the Attorney General and the Governor and Executive Council.

I commend you for your cooperation and hard work assisting the State with effecting this change in State Policy at Lake Umbagog. In the spirit of protecting the natural resources of Lake Umbagog, the Department of Resources and Economic Development staff looks forward to a continued and cooperative relationship through its camp lot leasing program.

Sincerely,

George M. Bald Commissioner

Cc: Councilor Raymond Burton

Senator John Gallus

Paul Casey, Refuge Manager

Fred King

Coos County Commissioners

Errol Board of Selectmen

Brad Simpkins, Director - Division of Forests & Lands

Gail Wolek, Acting Director - Division of Parks and Recreation

√ Johanna Lyons – Parks Planner

Bill Carpenter, Lands Administrator

Carolyn J. Scarinza John A. Scarinza 5226 SW 20th Place Cape Coral, FL 33914 Tel. 239/542-5066

November 5, 2010

Commissioner George Bald NH Department of Resources and Economic Development P.O. Box 1856 Concord, NH 03302-1856

Dear Commissioner Bald:

Re: 50 Year Sunset Clause

Thank you for this opportunity to express our concerns relative to the termination date of our lease on Lake Umbagog. Unfortunately, we are not within driving distance to attend this meeting, but we would like to have our letter as part of the public hearing record.

We purchased our cottage in 1981 and at the time Boise Cascade Paper Co. held the lease on the land the cottage is situated on. After leasing for several years and doing extensive remodeling, we contacted Boise Cascade Paper Co. representatives and requested that we be allowed to purchase the land we were leasing. The reply we received stated that the land was not for sale but that our lease was not in jeopardy. Shortly thereafter, much to our surprise, the land was sold to the State of New Hampshire to be included as part of the Wildlife Refuge. This was a done deal without our having the opportunity to purchase the land and without the courtesy of being given a notice as to what was in the works. To add insult to injury, the State then provided new leases with a termination date at which time we must hand over our cottage without any remuneration. At that time, all our hard work and monetary investment in improving the property for our own benefit as well as that of our heirs will be lost. It was our intention to have future generations enjoy the Lake and make their own memories there as we have done for the past 29 years.

There are six occupied cottages located in the section of the cove our cottage occupies. Some of these cottages including ours go back over fifty years as they were part of the original Camp Gordon summer cottages and a very integral part of the local history of Lake Umbagog. Three of the six cottages are on leased property and three are privately owned property. When our leases are terminated, the privately owned cottages will Commissioner George Bald

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November 5, 2010

remain. Therefore, what will the State gain by evicting those of us who have leases? Also, what harm is going to come to the Lake by letting the leaseholders remain? There are also many other cottages that will remain in other areas of the Lake because they are also privately owned. We take pride in maintaining our property and you could say that we are a civilian management group since we have a vested interest in keeping the area inviting to the wildlife. Just this past summer, there was a loon nesting site in our cove and several times we and our neighbors had to tell kayakers to stay away from the area that was cordoned off as they were headed into the area without paying attention to the barriers.

We could go on and on about the positive benefits of leaseholders being on the lake but in the interest of keeping this letter as short as possible, we simply request that you repeal the 50 year sunset clause attached to our lease. The people in Nash Stream were afforded this change and we would appreciate the same consideration.

Sincerely,

Carolyn J. Scarinza

John A. Scarinza

Umbagog State Park
Public Hearing on a Proposal to Eliminate the 50-Year License Termination Clause
Hearing Summary
Errol Town Hall
November 10, 2010

6:00 pm – Commissioner Bald opened the hearing first recognizing department staff present including, Bill Carpenter, Johanna Lyons, Jason Huter, Maggie Machinist and Sandy Young.

Executive Councilor Raymond Burton – He spoke about the tradition of camps on Umbagog and the generations of families who have been there. Councilor Burton encouraged Commissioner Bald to eliminate the termination clause in the license.

Bob Lord – Asked how we could trust that the testimony here tonight will be considered. The community was asked about the refuge expansion and even though the community opposed it people in Washington approved it. Commissioner Bald replied that the decision on the license terms is made by him in this state and he was in Errol to listen and asked his staff to accompany him to hear the testimony.

Tim Ellis – (testimony submitted) Camp is located near the outflow of the Androscoggin. The camps are a historic treasure and are traditional use of the land. Their presence on the lake has been positive and responsible especially from the standpoint of environmental education and safety. He pointed out that the wildlife habitat at Umbagog is man-made and that the wildlife has had years to acclimate to the public use and the camps. Mr. Ellis also noted that camp owners are the eyes and ears of the lake and have put out forest fires, rescued stranded boaters and sheltered others during emergencies. He believes that Nash Stream license changes set a precedent for DRED to remove the termination clause. Lastly Mr. Ellis stated that there is a local and state economic benefit through annual fees to the state and property tax to the town of Errol.

Vaughan Roy – (testimony submitted) His family has leased the same camp for about 70 years. The camp was originally a farm, then a YMCA camp and then lease to individuals from about 1940. When the state originally bought the property he was hopeful that the lost would be sold since they did not fit into their objective. No one ever spoke about a sunset clause for the leases at any public meetings during acquisition. The paper companies recognized the benefit of eyes and ears on the land and waters. The camp owners have put out fires, helped locate lost hunters and assisted with boating accidents. The camp owners are ready and able to help when necessary. The land around the lake is not undeveloped, there is private in-holdings and the refuge is planning on doing development at the Potter Farm area. Wildlife benefits by camp owners who monitor nesting sites and discourage curious visitors from getting too close. The continuation of the licenses is a benefit to the state; the revenue goes to support the park and cost very little to collect the money. Removing the sunset clause from the lease agreements is good for us – the leaseholders; it's good for the state of New Hampshire and Umbagog State Park; it's good for the safety of people who use Umbagog Lake; it's good for the Town of Errol; it's good for both wildlife and the environment.

Senator Gallus – The lease holders are good stewards of the land. There is a committee looking at monetizing state assets and the leases are a good example of a way to generate revenue with little cost. Senator Gallus recommends termination of the sunset clause.

Fred King – Encouraged Commissioner Bald to keep the camps.

Paul Grenier, Vice-Chairman of the Coos County Commissioners – (letter submitted) The board of Commissioners unanimous in their recommendation that "The State of NH eliminates the June 30, 2044 lease termination dates for the camp leases licensed and managed by the NH Department of Resources and Economic Development."

Terri Ruel – (testimony submitted) Family has owned their camp since the 1960's. It is a favorite family place. Many negatives if camp owners are not there such as no one to chase inconsiderate bass boats away from loon nests, give directions to lost kayakers and canoes, provide refuge to people caught in storms or fall through the ice.

Brooke Buckovitch – (testimony submitted) The Martin Family Camp has been in the family since 1946. Camp is an important part of their family life and has taught her to take time to slow down. It is an opportunity to teach their kids about nature and respect for all things. Camp has not harmed the land or others and has provided tax money to the town of Errol and lease payments to the state. Wants to preserve what is already here and would like the termination clause sunset.

Mark Poulin – Selectmen, Town of Errol. The taxes on the camps are an important revenue source for the town.

Dave Shackford – The lease holders are good caretakers and have helped others who needed help on the lake.

John Scarinza – (testimony submitted) In Mr. Scarinza's testimony he stated camps were built by working people and are used by working people. The camps are part of the local fabric and are a traditional use of the area and represent the spirit and history.

Barry Kelly – He owns a private camp on the lake and have a common history with the lease camp owners. He supports terminating the sunset clause.

Carol Lambert – Has been visiting camp since the 1940's. Ms. Lambert asked for a show of hands in the audience who support terminating the lease.

Councilor Raymond Burton – He requested that a transcript of the meeting and all comments be available by the G&C meeting December 8th. Commissioner Bald also said a copy can be posted on the website and will be sent to the town library & town hall offices. Comments can be mailed or emailed to Bill Carpenter. Website address is www.nhstateparks.org.

Hearing concluded 7:30 pm.

Respectfully Submitted, Johanna Lyons

November 10, 2010, Errol, NH

Public Hearing Re: Proposal to Repeal Umbagog Licensed Camps 50-Year Sunset Clause

Tim Ellis testimony, hearing before NH Department of Resources and Economic Development

Commissioner George Bald, Commissioner, NH Department of Resources and Economic Development

Phil Bryce, Director Forest and Lands Bill Carpenter, Administrator, Forest and Lands and others,

with my son

My name is Tim Ellis (legal name Harwood Ellis) and I am the owner of Lease U-JR-01 and the cabins and other improvements on it. The lease is located about ¼ miles north of Molls Rock campsite and south of Chewonki Marsh, as it has become know on recent maps, near the outflow of the Androscoggin.

I am pleased to have this opportunity to urge DRED to eliminate the termination clause (aka sunset clause) which requires that we surrender our lease in June 30, 2044. Thank you for the opportunity and for putting together this hearing.

There are several points that I would like to make. I wish to comment on the historic treasure which our camps represent. I will point out that our camps represent traditional use and such leases have been part of the fiber and character of the north woods for generations. I will point out how our presence on the lake has been a positive and responsible one from the standpoint of environmental education and safety

First a bit of history. I have owned this lease since 1961, but my first visit to the site was in about 1945 as an 8 year old. My parents, sister and I visited the camps as guests of Nancy and Phil Hesseltine, great friends of my parents. We enjoyed many subsequent visits and when the Hesseltine family decided to sell the lease in 1961, I was pleased that they offered it to me. Nancy Hesseltine took over the lease from her Uncle Howard Smith, who had run it as a hunting and fishing sporting camp know as The Smith Camps or The Umbagog Camps. These camps operated for many years. Please feel free to take a look at some of the original stationary and pictures of the Smith Camps which document the early traditional use of the lease.

I have enjoyed the camps for personal and family use since purchasing the lease. In 1966 I became the President of The Chewonki Foundation, a position I held through August 1991. Chewonki Foundation is a 501(C)3 environmental education organization. During

these years, under my leadership and oversight, Chewonki offered appropriate environmental education programs including Junior Maine Guide Training, summer white water canoeing and kayaking programs, natural history study programs, x-country skiing programs, teacher workshops in natural history education and outdoor education, and family programs. During those years, over 700 young people and adults have enjoyed their experiences in these programs and I am sure that we made a substantial positive impact on their learning, growth, and their sensitivity to the natural world. These Chewonki programs and subsequent periodic programs offered by me and my family were conducted with full knowledge of all landlords over the years from Pingree Heirs (managed by Seven Islands) to James River to Umbagog State Park. Clearly the environmental education objectives of our use are in line with those of New Hampshire (and previous landlords), and for that matter, the Wildlife Refuge.

Over the years, we have had several landlords. Originally my lease was with Pingree Heirs (managed by Seven Islands). In 1993-4, the lease landlord changed from James River to New Hampshire. Until becoming managed by DRED, we were assured that, as long as we were responsible owners operating according to the terms of the lease, renewal of the lease was a given.

Traditional Use

From the beginning of the joint planning process which led to the Lake Umbagog National Wildlife Refuge and the expansion of Umbagog State Park, we were assured that traditional uses were compatible with wildlife management goals. For example, the Draft Environmental Assessment, December 1990, by the U.S. Fish and Wildlife Service specifies that "The intent behind this proposal is to maintain the lake and adjacent lands in its current state" and "The Service and other organizations involved in this effort recognize previous land use patterns and private land stewardship as having maintained the unique wildlife values of the study area in the past", and "Location of camps on the lakeshore, at existing numbers, has been compatible with wildlife and water quality." A flyer of the Society for the Protection of New Hampshire Forests of similar date states: "The FWS refuge proposal – is strongly supported by the conservation organizations listed above as an endeavor to 'keep the Lake Umbagog area like it is', to protect the values there from additional development. It comprises the philosophies of habitat preservation and protection of traditional opportunities for human experiences in near-wild landscape."

The goals of wildlife protection are admirable. We have always embraced them. We believe that our camps in no way negatively impact wildlife protection and habitat. As well, the rich human history of the landscape should be preserved. We should remember that while the wildlife habitat of the Umbagog area is superb, it is man made. The Errol dam first went in during the mid-1800s and has been altered and improved many times since. The lake expanded from 1,000 to 7,000 acres and enabled the creation of many of

the wetlands that are so productive today. I maintain that our use is definitely in tune with the spirit of "keeping the area like it is." All of our leases represent a part of the cultural and historical landscapes of Umbagog which, if lost, is irreplaceable. The thorough book, Errol on the Androscoggin, 1774 – 1974, put together by The Errol Bicentennial Committee, discusses the human history of Umbagog in the early 20th century and the books of Louise Dickinson Rich's (We Took to the Woods) and Richard E. Pinette's (North Woods Heritage) attest to the rich human as well as natural history of the area. We believe that, as the years go by, this human history will be of increasing interest to visitors. These properties (like the Potter Farm) have been as integral to the landscape. There is, indeed, a long history in the North Country of camp ownership.

Safety and Fire Protection

Over the 50 years that we have owned the lease there are many examples where we have conducted rescues of small boaters. As you are aware, Umbagog is a shallow lake, the wind can whip it into a dangerous frenzy in a short period of time. This and the fact that many canoers and kayakers who visit Umbagog and use the state campgrounds lack experience and sometime overload canoes and kayaks, has resulted in our providing assistance – rescuing of overturned canoes, offering shelter, or simply providing directions and advice. When not at the camps, we typically leave a note on one of the cabin doors, indicating that in case of emergency, campers should fee free to use the facilities. Our presence is a public asset in many ways. My wife and I have put out two fires started by lightning on the banks of and nearby the Androscoggin between the Errol Landing and the lake. I believe that it is of significant value to the State, Refuge, and to visitors to have the eyes and energy of lease holders such as ourselves to monitor use and provide a safety net.

Nash Stream precedent: There is a precedent, of course, to dropping lease termination clauses. In 2002, at the request of the Nash Stream Forest Camp Owners Association, the June 30, 2039 license termination date was eliminated based in part upon the fact that the camps have long been a positive part of the Nash Stream landscape and culture. We too are part of the Umbagog landscape and culture.

Local and State Economic Benefit

I would also point out that our lease represent an economic benefit to the state through our annual lease fees and to the Town of Errol through taxes. I would leave it to NH and Errol town officials to document this. We have cared for our camps responsibly through maintenance and plan to continue to do so. But if the lease sunset clause remains, and as the termination date approaches, there will be less motivation on the part of lease owners to continue to do so. Should the termination clause remain, it would seem that the local and state economic benefit would decrease as termination approaches and then finally disappear in 2044.

In Closing

My family and I have enjoyed, loved, and responsibly used our lease for over 50 years and would like to continue to do so without fear of losing it. We have invested our lives and considerable monetary assets into our camps and grounds. For the state to eliminate the leases without compensation is not a fair "taking" and therefore the termination clause should be eliminated so that leaseholders can pass along their investment to their heirs or others to realize the value of their investment. We have been responsible lease holders, using our lease in accordance with the requirements of the lease, striving as responsible environmental educators to enjoy, teach about, and improve wildlife habitat and the environmental quality of the Lake and we wish to continue to be a quiet, positive and responsible presence in the years to come". I urge DRED to drop the termination clause. It seems to me that New Hampshire has much to gain and nothing to lose by dropping the termination clause. Dropping the clause would insure a continued responsible safely presence on the lake, an on-going source of revenue, and the continuation of a long North Country tradition of responsible camp ownership."

Thank you again for the opportunity to present my views,

Tim Ellis_

My name is Vaughn Roy, and I am a leaseholder at Umbagog Lake. As such, I am one of those asking that the sunset clause be removed from the current lease agreements.

My family and I have leased the same piece of land – from various private landholders, and from the state – for about 70 years.

The land in I lease was a farm in the late 1800's, a WMCA camp in the early 1900's, and leased to individuals from about 1940 on.

Over the years, we had asked to purchase the land we leased, and, while the answer was never no, it never rose to a high enough priority for the landholding companies to take the time necessary get involved in the sale of small pieces of property.

When I found out that the property I leased was purchased by the State of New Hampshire, I felt that maybe out time had come. The publically stated objective of the purchase was, and I quote, "to maintain the character of the lake and surrounding area, prevent the development of undeveloped land, provide high quality wildlife habitat, and maintain public use opportunities."

Because our lease involved already developed parcels, I thought that the State would be very open to selling off these pieces because they did not fit into their objective. Or, at the very least, I did not think that our leases would be in jeopardy. It was only later that it came to light that there was a sunset clause buried in the objective — something that was never mentioned at any public meetings. It seems that there might have been a don't ask, don't tell strategy involved in the purchase.

If maintaining the character of the lake was, and still is, truly an objective of the purchase, then the sunset clause needs to be removed and the leases allowed to remain – for the leases are a part of that character. In my case, about 70 years of history, not counting the years as a farm and a WMCA.

And it's not just the nebulous "character of the lake" that's involved. There are other benefits:

Even the paper companies recognized that it was beneficial to have leases on their land, because we provided dedicated, dependable eyes and ears on their land and waters.

I'm sure that other leaseholders have similar stories. In my case, over the years, I personally have extinguished 3 campfires — one of which was near to becoming a true forest firs that could have burned for miles.

I have been involved in 3 lost hunter incidents.

And also involved in numerous boater assistance or rescue incidents:

In the most serious incident, my wife and I were first on the scene of a fatal boating accident on Magalloway River a number of years ago. We pulled people from the water, secured emergency medical help, and towed the dead and injured people to waiting ambulances at Parson's landing.

More recently, we sheltered a couple and their two small boys who were caught in a microburst in the area.

Late this summer, I helped an individual who capsized his sailboat in an unexpected gust of wind.

Leaseholders, scattered about the lake, know and appreciate the potential dangers and watch for problems. And we are ready and able to help when necessary.

You see, we are also dedicated to the maintenance of the character of the lake and surrounding land, and to the safety of the people who use them.

I have seen references to some of the leases in question being in what is referred to as "high wildlife value" areas. I don't know what this means.

Some people might consider any area around Umbagog Lake as a high wildlife value area, including the old Potter Farm tract, which the Federal Government intends to develop, instead of returning it to wilderness, which is the apparent intention of the sunset clauses in our leases.

Some people might consider my leased area as a high wildlife value area, and I would agree, but probably not for the reasons one might expect.

This summer, the fish and wildlife service closed off a loon nesting area that was 100 to 150 yards from my camp. I could see the nest from my place.

Once the area was closed off, which served as more of an advertisement than a deterrent, I personally chased off 7 canoe and kayakers — on 4 different occasions — people who apparently didn't feel that closed applied to them.

A neighbor – also a lease holder – had to yell and scream at a woman kayaker who was harassing an adult loon that had a baby chick on its' back and couldn't dive. Apparently, this woman was having what she considered a wildlife experience, when she was only harassing the loon and chick, and endangering its survival.

I believe that the fact that there was a successful nest here was because of our leases, not in spite of them. Which makes these leases very valuable to wildlife – to this nesting pair.

So having leases in quote/unquote high wildlife value areas is more of a benefit than a detriment.

Besides, the State operates a number of campsites in these same areas.

I would also remind people who might want to remove these leases and return the lake to its' natural state, Umbagog is, for the most part, a manmade lake. Removing 10 lease sites, while leaving 65 State Park sites. 2 federally operated locations, and hundreds of private camps and homes around Umbagog and the Magalloway River will not make a significant difference.

So, having dedicated, dependable lease holders in these areas provides some measure of protection to both State and Federal lands, to the people who use them, and to area wildlife.

And there are also economic benefits:

At today's evaluation, these properties provide the Town of Errol with almost a million dollars in taxable property – and, of course the taxes that go with it.

All of this would go away. And it would start to go away long before the sunset date is reached, as the value of these leases diminishes.

There is also an economic benefit to the state.

Using 2009 numbers — which were the latest available to me: The numbers show that the average income to the bottom line from these 10 leases is over 1.6 times the average income from the 65 local and remote sites the State at the Umbagog Park.

In 2009, to operate the campground, the State spent \$2300 for supplies; \$4900 for the operation of State cars; \$3300 for telephone and telegraph; \$4400 for vehicle maintenance; and \$6500 for trash removal.

I'm not saying that these are unreasonable numbers. I have every reason to believe that they are reasonable and customary in the operation of the park.

But these numbers have nothing to do with the leases in question. Basically, the only cost the state incurs for these leases is the cost of the postage stamps to send us out bills. Not even any of the \$66500 dollars the state spent in 2009 for salaries and benefits can be assigned to the leases. Once again, just the cost of a postage stamp.

If the State is truly interested in maintaining the character of Lake Umbagog, then it is imperative that history be recognized.

That history involves inns and sporting camps; mail boats and log drives; saw mills; farms; and family homes.

It's history captured in books such as "We Took to the Woods," "North Country Heritage," "Errol on the Androscoggin," and others.

And these leases are a part of that history.

After tonight, I believe that the Department will have more than sufficient reason to remove the sunset clause from our lease agreements.

With the actions the State took in removing the sunset clauses from the Nash Stream leases, the State has ample precedent to remove ours.

Removing the sunset clauses from our lease agreements is good for us – the leaseholders; it's good for the State of New Hampshire and Umbagog Lake State Park; it's good for the safety of people who use Umbagog Lake; it's good for the Town of Errol; it's good for both wildlife and the environment.

And, above all Commissioner Bald, it's the right thing to do.



Coös County Commissioners' Office

P.O. Box 10 West Stewartstown, N.H. 03597 603-246-3321 fax: 603-246-8117

November 10, 2010

Mr. George Bald, Commissioner NH Department of Resources & Economic Development 172 Pembroke Road PO Box 1856 Concord, NH 03302-1856

Dear Commissioner Bald:

At a regularly scheduled meeting of the Board of Commissioners today, it was the unanimous decision of the Board to recommend the following:

That the State of NH eliminates the June 30, 2044 lease termination dates for the camp leases licensed and managed by the NH Department of Resources and Economic Development.

The Commissioners request that the same consideration be provided to the lease holders on the lands in the Lake Umbagog watershed as was given to the Nash Stream leaseholders in 2002.

Sincerely

Paul R. Grenier

Vice-Chair, Coös County Commissioners

November 10, 2010

Good evening,

We would like you to meet Aidan and Jackson Smith. If the sunset clause is removed from the Umbagog Camp leases, they will be the 5^{th} generation of the Eames family to grow up at the Eames Camp.



Our grandfather, Everett Eames, purchased the Eames Camp in the late 1960s. He worked and played on Lake Umbagog for most of his 90 years. His gravestone is decorated with an engraving of his favorite picture of the camp.

We see no benefit to anyone involved in this situation to ending these leases, but we see many negatives. The yearly revenue they generate for both the State and the Town of Errol will cease. We won't be there to chase inconsiderate bass boats away from loons nesting in the cove, to give directions to lost people in kayaks and canoes, or to provide refuge for people who are caught in sudden storms or fall through the ice. Worst of all, we will have to eventually walk away from generations of stories and memories of life "at camp".

Thank you for your consideration,

Carl and Terri Ruel

Hello:

My name is Brooke Buckovitch and this is my brother Mark Buckovitch. We are here representing four generations of Martin's who built and maintained the Martin Family Camp. Our camp has been in our family since 1946. We have taken care of this camp and the land that it is on for almost 70 years.

Archie Martin was my grandfather from Berlin, NH. Archie was a hard working man who spent most of his life working in the mill in Berlin. One day he had the opportunity of leasing a lot on Lake Umbagog and it was that day that his dream began. He spent entire summers on the lake along with my grandmother, Agnes. They carried by hand and by boat every block, brick, pieces of wood and nails that turned camp into camp. Their dream was to share this camp with their children, our mother, and their Grandchildren, me and my brother who are here today and our other brother Tony, and our sister, Sarah who has a disability. We now share this camp with my two children, and each of my brothers have two children. When my daughter walks into camp she always says "my Grampy Martin made this for me." Camp is also a place that my sister can now safely enjoy. That is why we are here today. We are asking you to consider ending the sunset clause. I want to be able to preserve the memories that my family has made and I want to have the opportunity to make new ones with my children and hopefully someday with their children. It makes me sad to think that my grandfather is not here today but I am sure he had no idea that camp would not be around for us to enjoy one day. He had every intention of building this camp for five, six or even seven generations of Martins and their friends to enjoy.

Camp has such a special place in our heart and in our minds. I remember coming here when I was very little. We spent most of our time here relaxing, fishing and swimming and playing games. The fact that we had no electricity was so fun and intriguing to me. It still is and still is for our children.

If camp has taught me any lesson is that we have to take the time to slow down. We are all extremely busy people but no matter what, camps lessons have also taught me to enjoy the simple things in life. It is these simple things that bring the most happiness. It is taking my grandfather's boat, which we still use by the way and taking down into the river with hopes of spotting that bald eagle or even that moose. It is knowing that for at least one weekend we have the opportunity to teach our children about nature and respect for all things, the way my grandparents taught us. It is that one weekend with no television, no radio, and the cutting of the ties to technology and demands that my children and my brother's children learn to appreciate the gift of nature. Without Camp, I feel a piece of my life would end. Our camp has in no way harmed this land nor will it harm it in the future. Sure you can end this lease but who really knows what would happen to this land after that. Our camp lease provides many things to the town of Errol and to the state. Our taxes contribute to Errol and our lease contributes to the state. We are not fortunate to be from here but when we come to camp, we are home.

You could also consider allowing us to stay on this land for years to come. We truly represent a unique community on this lake. We look out for each other and for the land. If something is not right we report it or fix it. If our boat needs bailing out, I know it will be taken care by another member of this

community. My family and I are only asking to be able to preserve what is already here because our camp and the other people standing before you tonight are what Lake Umbagog is all about.

Thank you for taking the time to listen to us tonight and I thank you for considering the extension of our lease.

11/10/10 Brook Books. th

Umbagog Lake – Lease U-BC-04 – Lori Roberts Shackford/John W. McNall

Our Camp, known as Camp McRob on Paradise Island, was bought from a Gentleman named Peter (no last name known) by Harold and Anna McNall and John Philip, Sr. and Faye Roberts around 1957. The McNall half of the Camp is now in Harold's son, John W. McNall's name. The Roberts half is now in the names of Lori Roberts Shackford, Marsha Roberts Shaw and John P. Roberts, Jr. John W. McNall and Lori Roberts Shackford are listed as Licensees on the state License at this time.

The camp was built by a lumber company many years ago. Over the years, the land and camp have been well maintained and we are very proud of that. We have brought many small children and friends up to learn about the various things the area has to offer and enjoy the beautiful area at Umbagog Lake. The numerous trips up the lake and river fishing and boating over the years have been something we will always cherish. From what we have noticed over the years, wild life has flourished and it seems like there are more Loons now than there were years ago. This is wonderful.

We are not rich folks, and if it were not for the situation as it is, we would not be able to have a camp on a lake. The homes and camps on the lake are a nice touch and in no way do we see how they are causing any harm to the environment. At any time, visitors who are boating, kayaking or canoeing can stop at a camp and ask for help. Any one of the leaseholders or homeowners on the lake would bend over backwards to give them a helping hand. That is just the way it is up there – everyone pulls together to help when someone is in need.

It has been our intention to pass the camp down to future generations; however, as it stands now, there is a clause that would prevent that. It would seem the state of New Hampshire, the Umbagog Lake area, visitors to the lake area and the leaseholders all would benefit from leaving the land in a leased arrangement. The leaseholders are an asset to the area as they serve as monitors/ "watch dogs" for the State of New Hampshire. The leaseholders have been responsible, respectful users of the area and in many cases have cleaned up the area from years gone by when visitors were not as aware and respectful of the environment.

Every spring we make contact with the State employees at the campground park to let them know where we are on the lake and that we would help them in any way that they might need us to help. Also, individuals that have used our camp over the years have rented boat slips from the State, and been regular customers, buying ice, gas and other items from the park store. This is convenient for visitors, but also contributes to the revenue of the state.

In addition, over the years we have let state employees know if we observe something on that lake that they would not approve of and would need to take action on. Examples would be rubbish left behind, campers in areas that are not State campsites and fires that are not in the designated State campsites. This kind of communication helps to make sure the land is used properly and in a respectful manner, as it should be. We have a general concern for the land and the people of the area. We want the land to remain the way it is and we expect all visitors/leaseholders to respect the wonderful pristine area we are privileged to enjoy.

Recollection of events which have occurred over the years:

In the winter an older gentleman was headed out on the lake with a snow machine and went through the ice. Someone in a camp on the main land saw him go through and got help to him and saved his life, as the freezing water would surely have taken him quickly.

A few years ago we came across a person in a kayak holding onto a boulder that was just sticking out of the water. The wind and waves were keeping them from getting back to shore. We assisted this person and were able to get them to shore safely.

Several years ago we came upon two canoes in distress. One canoe has capsized and the other had a lot of water in it. These folks were several miles from their destination and the strong wind and waves were preventing them from getting back to shore. I was able to load the two canoes and paddles, the personal belongings that had spilled into the lake and the individuals onto my pontoon boat and get them safely to shore.

One summer night a friend and I were out for a ride on the lake. We found and we encountered two boats that were in a cove and the occupants were not able to find their way, as darkness had overtaken them. They said the larger boat had hit some rocks with the hull and propeller. We were very happy to be able to rescue these boaters and get everyone back to shore safely.

At different times we have alerted people in kayaks and canoes that they were too close to Loon nests. In most cases they stated they did not think the signs applied to them as they did not have motors.

Many times over the years during winter storms we have been able to prevent snowmobilers, who were unfamiliar with the area, from heading toward areas of open water. Our redirecting these folks prevented disastrous outcomes.

There have surely been many other instances of leaseholders providing a helping hand and probably saving lives that I am not personally aware of. As everyone in the Northern NH area knows, the weather can change in a matter of minutes and the

weathermen can never completely predict what the weather can and will do in the Umbagog area.

Every one of these incidents mentioned previously could have resulted in terrible outcomes, if we (Leaseholders) had not been on the lake at the time. The leaseholders and home owners are such a great asset to the area, it would be a shame and a true loss if they were not present.

Not once did I or anyone I was with accept any money from people we helped. However, most offered/tried to pay us as they were very appreciative of our assistance in getting them back to safety with only their pride slightly bruised!

We have made many improvements to the land over the years. We have cleaned up and hauled off several small dumping areas that were from many years ago before people became more aware and conscious of the need to preserve our environment.

In the early 2000s, after a microburst had blown down several large pines, we cleaned up all the trees that would have just lain where they had fallen, both on land and in the water.

To this point in time, we know of no leaseholders who have junk cars or any type of litter or other refuse lying around their leased land.

Overall, our families have been responsible, respectful leaseholders since the late 1950s. We pay our Errol taxes and our State license fees in a timely manner. We have the utmost respect and concern for the lake, the surrounding environment and the various species of wildlife in the area. We feel our presence has a positive effect on the area. Our families hope to have the privilege of enjoying this wonderful area for many, many years to come.

Thank you, Camp MCROB

Lori Roberts Shackford 7 Holstein Ct. Chichester, NH 03258

603-798-3025 loriskip@tds.net

Testimony for Lake Umbagog Lease Holders Public Hearing November 10, 2010 John K. Scarinza

Commissioner Bald, other invited guests

Thank you for taking this opportunity to hold this public hearing in regards to the camp leases currently held by the state in and around Lake Umbagog.

I have a letter from my father and his wife that they had asked me to read to you as part of the public record. I also have my own perspective on this matter, so I will ask that their letter be make a part of the testimony at this hearing, and I would like to take a moment of your time to share with you some of my personal thoughts.

Please know that I am speaking here tonight as a private citizen and family member of one of the leaseholders in question and not as a representative in one of my several public service capacities.

Similar to the background of many folks here tonight, I grew up in the North Country and over the years have spent varying lengths of time exploring Lake Umbagog, much of this exploration taking place long before the State and the Refuge took ownership of the majority of the land surrounding the lake.

In the late 80's and early 90's as the ownership patterns around the Lake were changing, I attended the several North Country hearings where the concept of protecting portions of Lake Umbagog were being proposed. I distinctly remember that one of the concerns of the local folks who attended these early hearings was "will the current use of the lake and the surrounding lands continue as they have for 100 years or so, and will the camps be allowed to remain." The assurance from those conducting these hearings was a resounding Yes. The plan they said was not to change what was occurring on and around the lake but to protect some of the wetlands that were not developable primarily for the benefit of waterfowl breeding in the summer. Everything else would remain the same. The camps were a recognized use that had been in place for perhaps almost 100 years and that use would be allowed to continue.

I agree that in the end of those discussions, there was nothing in writing that protected those camps, but in fact we are in the North Country and the agreement at that time was a handshake deal that the camps would stay. Perhaps a poor way to write a contract, but in the North Country we still pride ourselves in doing business with a handshake, and in honoring those personal contracts.

During the past 15 years or so I have been involved in several conservation projects totaling almost 15,000 acres. Perhaps early on I was a little naïve when I would walk away from some conservation project discussion shaking my head after having just received a less than pleasant lecture from some local old timer espousing on the loss of local control and how nobody listens to the people who actually live here about how the lands are managed once they are transferred over to public ownership.

To be honest, on a personal note, as we work through the issue of the termination dates on these camps, I am fearful that I am starting to better understand the skepticism displayed by those local old timers whom I have received lectures from over the years about loss of local control.

You will hear tonight of many instances where the camp owners have provided important and valuable services to the landowners of their leases on the lake. Camp owners have put out fires, assisted half drowned canoeists, picked up trash left by others and countless other acts of good stewardship as they monitored the lake and surrounding lands. In some cases there is 40-50 years of history and knowledge compiled in just one camp. They pay income to the state in the form of lease payments. They provide the town of Errol with yearly revenue in the form of taxes. And they require virtually no effort and upkeep from the state, contrary to the state leased campsites which require daily staff and at the end of the season that glorious task of carrying out those plastic 55 gallon plastic containers filled with human waste.

So I ask, what good is to be achieved when in 35 years these leases are terminated and the long term stewards of the land are forced to be removed?

And I would therefore suggest that we realize that having these leases with their inherent boots on the ground is a good thing in monitoring the health and activities in and around Lake Umbagog.

And it's not like uprooting these camp owners is just a case up having them pull up the moving van and going to some other location. These camp owners are all of modest means. These are very modest camps. Moving to another location in another part of the state or region is just not an option. They are not the millionaires from afar that can afford to buy a lake side estate to visit from time to time. In many cases these are the local mill workers, contractors, and north country residents who each and every day struggle to make a living in this place we call Coos County. They don't fly to Hawaii to take a vacation. They load up their old boat with a week's worth of supplies and head north out of Berlin for their "vacation" only 45 or so miles away from home. Yet they have a relationship with these camps similar to what I heard you speak about once at a Nash Stream meeting when you talked about looking forward each summer to packing your car with a fishing pole, some outdoor clothes, and a peck of freshly dug steamer clams and heading north to some faraway place called Groveton for a weekend "getaway" to spend time with good friends and get away from the rat race of southern New Hampshire. This is all these folks ask that they be allowed to continue to do.

I also make note that our elected leaders of the Northern part of the State have offered their unwavering support of the request of the lease holders to have the termination clause eliminated from these leases. Again I would suggest that we appreciate that these locally elected officials have the best sense of what is right for the North Country whereas they speak for the residents that live here. They are in support of eliminating this clause. I would ask that you place significant weight to their position on this matter.

On a broader level, there are several land conservation projects on the near horizon in the North Country. I can tell you, at least in the circles that I travel in there is a growing undercurrent of opposition to supporting these projects for fear that the local fabric of what makes the North Country the unique place that it has always been is being torn apart. For while it is fine to conserve land for folks from afar and for wildlife, I think it is equally important to also conserve land for the protection of the local human spirit. And I am fearful that we are getting away from that.

There is nothing that I can see that is good to be gained by eliminating 10 modest camps from the shores of Lake Umbagog many of which are interspersed among other private ownerships that will not be leaving.

I believe there are plenty of wetlands and marshes for the waterfowl and wildlife. There are thousands and thousands of acres to be used for the benefit of the visiting public. We are talking about 10 camps occupying maybe 10 acres. But more importantly we are talking about the traditional way of life of the North Country and the spirit of those people who have chosen to live and work here. A spirit that has a long proud history that is indelibly etched in the working forest lands that surround us.

I respectfully say it again. There is more than enough land surrounding Lake Umbagog to be shared by the public, sportsman, wildlife and waterfowl, and yes, 10 modest camp leases.

In closing

Commissioner 20 years ago there was a hand shake agreement that the leased camps on Lake Umbagog would stay.

I would urge you to do continue the promise that was made then and to honor that hand shake agreement allowing the camps to stay and in so doing preserving one of the traditional uses of the land that makes the North Country the reason many of us choose to live and work our lives out, often times to the end; here each and every day.

Thank you.

Respectfully submitted,

John K. Scarinza 375 Randolph Hill Road Randolph, NH 03593

NOV 1 72010

PUBLIC COMMENT SHEET

D.R.E.D.

For

PUBLIC HEARING

On

<u>UMBAGOG STATE PARK CAMP LOT LICENSE</u> <u>50-YEAR TERMINATION CLAUSE</u>

Errol Town Hall November 10, 6pm

<u>Participant</u>: This is your opportunity to provide written comment regarding the proposal to eliminate the license termination date of June 30, 2044. Please leave your comments with us here tonight, or mail them by November 24th to:

Bill Carpenter Division of Forests & Lands PO Box 1856 Concord, NH 03302-1856 Tel: (603) 271-2214

Fax: (603) 271-6488 bcarpenter@dred.state.nh.us

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bcarpenter@dred.state.nh.us

Comments: We are property owners on Lake Univergey. There are several leased
properties near our cottage. We believe these few leased properties have a minimal impact on the lake flora and fauna, protably low impact them the much wed rental
impact on the lake flora and fauna protably less impact then the much used rental
campsites.
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Thus the base holders would know what they even, the state would no longer have to oversee the use of the property, the state would receive much muded revenue, and the town would receive two revenue at a fair rate.

Thank you

Address/Phone TEL: 603 448 1960



United States Department of the Interior



FISH AND WILDLIFE SERVICE Lake Umbagog NWR P.O. Box 240 Errol, NH 03579-0240 (603) 482-3415

November 23, 2010

Commissioner George M. Bald State of New Hampshire Department of Resource and Economic Development PO Box 1856 Concord, NH 03302-1856

Dear Commissioner Bald:

Thank you for the opportunity to comment on the proposed elimination of the termination clause within the camp leases on state land at Umbagog Lake. I attended your public hearing in Errol to understand the lease holder's point of view. I appreciate you and your staff's efforts in soliciting input from the refuge when administering the state lands within the Umbagog conservation partnership. Bill Carpenter has worked closely with me over the last several years with regards to camp leases and proposed changes on both federal and state lands. I would like to provide the following information for you to consider while developing your decision.

As expressed in my letter to Allison Mclean dated January 8, 2003, (Attachment Enclosed) continued exclusive use of public property beyond the fifty year lease period would detract from both the wildlife conservation and public use objectives identified in the original Umbagog conservation effort. In reviewing the final environmental assessment dated June 1991 to establish Lake Umbagog National Wildlife Refuge we were very open about what we thought would happen to leased camps. As far as leased camps on State lands we wrote on page 36 "Camps on leased lands within the easement areas designated for New Hampshire LCIP participation include those in Thurston Cove and Tidswell Point. The terms of the easement are currently being negotiated and are not known at this time, although the timber companies have stated their intention to retain the option to continue leasing for a period of 99 years." The state negotiated with the timber company and established the current lease conditions. I would conclude the timber company agreed with those conditions or they would not have sold the property. This state lease is what the refuge mirrored in our camp policy because we felt it accommodated the lease holders interests as well as eventually meeting our conservation objectives.

Additionally, I would think it would be very important to consider the effects of continuing these leases with regard to anticipated operations of Umbagog Lake State Park. Will these lease sites be more valuable in the future for the visiting public? With so much time left on the lease, would it be better to maintain maximum management flexibility to adapt to future conditions? While it is stated in the state camp lot license these lots would be phased out at the close of the fifty years, a decision could be made at that point on weather to continue leases if circumstances warranted.

In closing the refuge recognizes that you have a different mission than the National Wildlife Refuge System and in the case of camp leases you may need to differ from the refuge. Umbagog Lake also is different than Nash Stream both in habitat and recreational use and in this case camp lease conditions may need to differ.

Thank you for the opportunity to provide our thought on this matter. If you have any questions or need additional information. Please do not hesitate to call.

Sincerely,

Paul F. Casey Refuge Manager

1 Cares

Umbagog NWR



United States Department of the Interior



FISH AND WILDLIFE SERVICE
Lake Umbagog National Wildlife Refuge
P.O. Box 240
Errol, NH 03579-0240
(603) 482-3415

January 8, 2003

Allison McLean
Supervisor of Parks Operations
State of NH Department of Resources and
Economic Development
Division of Parks and Recreation
P.O. Box 1856
172 Pembroke Road
Concord, NH 03302-1856

Dear Ms. McLean:

Thank you for the opportunity to comment on the request the Department of Resources and Economic Development received to eliminate the end date of a lease for a camp on Umbagog Lake. I have reviewed the "Final Environmental Assessment—Proposal to Protect Wildlife Habitat" for Umbagog Lake along with US Fish and Wildlife policy and Federal Regulations pertaining to camp leases and other exclusive uses of public property, in order to provide you with our view of camp leases at Umbagog Lake.

The Lake Umbagog conservation effort, which resulted in establishing Lake Umbagog National Wildlife Refuge and expanding Umbagog Lake State Park, was a federal, state and private partnership to conserve unique natural resources of the area. Some objectives, which both the Refuge and State proposed to accomplish through this partnership, included conservation of the area's abundant wildlife resources, protection of the area's outstanding scenic and open-space values, and continuation of outdoor recreation and environmental education opportunities for the general public. As for the Refuge, the National Wildlife Refuge System puts wildlife conservation first above all public uses. The primary focus of the Lake Umbagog National Wildlife Refuge is, therefore, conservation of wildlife and their habitats. This most likely differs slightly from State public lands administered by Parks and Forest and Lands. With this in mind, I would like to provide you with our perspective on camp leases at Umbagog.

My first and greatest concern is that a change in policy would set a precedent for extending camp leases at Umbagog Lake, a policy that would negatively impact one of the objectives of this partnership, namely wildlife conservation. It has been documented that shoreline development and continued high intensity residential use has a negative impact on wildlife. Extending camp leases continues this disturbance and will not allow us to meet wildlife objectives of the overall Lake Umbagog conservation project.

The Refuge's 50-year lease term was set for two basic reasons—to allow current leaseholders a fair time period to amortize their investment in the camp and to be consistent with current State of New Hampshire lease agreements at Umbagog Lake, in the interest of fairness and public understanding. The Refuge's perspective on these leases is that camp lessees have exclusive use of public property, depriving wildlife and/or the general public access. It is, and has always been, our intent to allow camp leases to continue until the end of the 50-year period and then terminate the lease. Our goal is to restore sensitive properties to wildlife habitat in perpetuity for the benefit of wildlife and allow general public access to areas where we can more fully meet our environmental education and wildlife-dependant recreation objectives.

Visitors to Umbagog Lake, whether visiting the refuge, campground, or enjoying the area on their own, enjoy a quality wildlife and natural area experience. Structures occurring on, and the associated use of, leased public property detract from the overall scenic beauty and aesthetic qualities of Umbagog Lake. Lessees, as mentioned above, have exclusive use of public property. This exclusive use is unfair to the public at large and detracts from the public's enjoyment of the area. I believe that many patrons of the Umbagog Lake State Campground would also reflect these comments.

Again, I thank you for the opportunity to comment. If you have any questions, need clarification or would like more information, please do not hesitate to call me at (603) 482-3415.

I Care

Sincerely,

Paul Casey

Refuge Manager

Johanna Lyons

From:

Bill Carpenter

Sent:

Wednesday, November 17, 2010 7:10 AM

To:

'Warren Chase'

Cc:

Johanna Lyons

Subject: RE: Umbagog Camp Lots

Mr. Chase

Thank you for your comments. They will be included in the transcripts that are being produced from all comments received; to be provided to Councilor Burton and others by December 8th, per Councilor Burton's request made at the Hearing on 11/10.

Sincerely

Bill Carpenter

----Original Message----

From: Warren Chase [mailto:wechase63@hotmail.com]

Sent: Wednesday, November 17, 2010 6:56 AM

To: Bill Carpenter

Subject: Umbagog Camp Lots

For the record, I am not a leaseholder and do not know anyone who is a leaseholder. In fact, I have no personal interest in ever becoming a leaseholder. I do believe that these leases are a long-standing tradition in the Great North Woods and should be allowed to continue. I see no useful purpose in the 50year license termination clause and would like to see it eliminated.

Warren E. Chase Pittsburg, NH