

Standard 11: Conservation Agreement Stewardship

The land trust has a program of responsible stewardship for its conservation agreements.

Practices

- A. Funding Conservation Agreement Stewardship. The *land trust* determines the long-term stewardship and enforcement expenses of each *conservation agreement* transaction and secures the dedicated or operating funds to cover current and future expenses. If funds are not secured at or before the completion of the transaction, the *land trust* has a plan to secure these funds and has a policy committing the funds to this purpose. (See 6G.)
- B. Baseline Documentation Report. For every *conservation agreement*, the *land trust* has a baseline documentation report (that includes a baseline map and photographs) prepared prior to closing and signed by the landowner at closing. Both the landowner and the land trust should hold at least one original copy. The report documents the *important conservation values* protected by the *conservation agreement* and the relevant conditions of the property as necessary to monitor and enforce the *conservation agreement*. In the event that seasonal conditions prevent the completion of a full baseline documentation report by closing, the baseline documentation report may include an interim baseline documentation report and an acknowledgement it will be replaced by a full report. This interim report and acknowledgement will be signed by the landowner at closing.
- C. Conservation Agreement Monitoring. The *land trust* monitors its *conservation agreement* properties regularly, at least annually, except in exceptional and remote circumstances, in a manner appropriate to the size, restrictions and threats to the conservation values of each property. The *land trust* keeps written documentation (such as reports, updated photographs and maps) of each monitoring activity to confirm that the present use of the property is consistent with that at the time of donation or acquisition. Monitoring of Ecological Gifts will include confirmation that the present use of the property is consistent with that at the time of the donation and monitoring documentation relating to Ecological Gifts will be made available to Environment Canada upon request. The *land trust* will determine the capabilities (both human and financial) of its organization to fulfill the short and long-term monitoring responsibilities and will not accept *conservation agreements* it cannot monitor effectively. If *conservation agreements* are monitored by volunteers, the *land trust* shall ensure that, they are trained, tailoring the monitoring techniques and requirements to the specific property.

- D. Landowner Relationships. The *land trust* maintains regular contact with owners of properties with *conservation agreements*. When possible, it offers landowners information on property management and/or referrals to resource managers. The *land trust* enlists a contact staff or volunteer assigned to respond to landowner requests or inquiries. These staff or volunteers will be trained on how to work with landowners. The *land trust* strives to build promptly a positive working relationship with new owners of properties with *conservation agreements* and informs them about the *conservation agreements* existence and restrictions and the *land trust's* stewardship policies and procedures. The *land trust* establishes and implements systems to track changes in land ownership. *Land trusts* should offer the new landowners a copy of the *conservation agreement* and baseline documentation as well as any information about its work in general.

- E. Enforcement of Conservation Agreements. The *land trust* has a written policy and/or procedure detailing how it will respond to potential violations of a *conservation agreement*, including the role of all parties involved (such as board members, volunteers, staff and partners) in any enforcement action. Policies and procedures should ensure that all discussions and actions taken are recorded and that all copies of correspondence and documents are retained and kept in a safe location. The *land trust* takes necessary and consistent steps to see that violations are resolved and has available, or has a strategy to secure, the financial and legal resources for enforcement and defence. (See 6G and 11A.)

- F. Reserved and Permitted Rights and Approvals. The *land trust* has an established procedure for responding to landowner required notices or requests for approvals in a timely and consistent manner, and has a system to track notices, approvals and the exercise of any significant reserved or permitted rights.

- G. Contingency Plans/Backups. The *land trust* has a contingency plan for all of its *conservation agreements* in the event the *land trust* ceases to exist or can no longer steward and administer them. If a backup grantee organization is to be named in the *conservation agreement*, the *land trust* secures prior written consent of the backup grantee to accept the *conservation agreement*. To ensure that a backup or contingency holder will accept a *conservation agreement*, the *land trust* has complete and accurate files and stewardship and enforcement funds available for transfer. (See 11H.)

- H. Contingency Plans for Backup Holder. If a *land trust* regularly consents to being named as a backup or contingency holder, it has a policy or procedure for accepting *conservation agreements* from other *land trusts* and has a plan for how it will obtain the financial resources and organizational *capacity* for *conservation agreements* it may receive at a future date. (See 11G.)

- I. Amendments. The *land trust* recognizes that amendments are not routine, but can serve to strengthen a *conservation agreement*, recognize a boundary, clarify its language or improve its enforceability. The *land trust* has a written policy or procedure guiding amendment requests that includes a prohibition against *undue benefit*; requires compliance with the *land trust's conflict of interest* policy; requires compliance with any funding requirements; addresses the role of the board; and contains a requirement that all amendments result in either a positive or not less than neutral conservation outcome and are consistent with the organization's mission. For Ecological Gifts, *land trusts* should be aware of the authorization requirements of Environment Canada and the potential for penalties under section 207.31 of the Income Tax Act. *Land trusts* should also be aware of the implications of completing amendments that could lower the receipted value of a gift. In addition, amendments should only be completed in a manner consistent with applicable provincial legislation.

- J. Expropriation. The *land trust* is aware of the potential for expropriation, understands its rights and obligations under expropriation, and has appropriate documentation of the *important conservation values* and of the percentage of the full value of the property represented by the *conservation agreement*. The *land trust* works diligently to prevent a net loss of conservation values.

- K. Extinguishment. In rare cases, it may be necessary to extinguish, or a court may order the extinguishment of, a *conservation agreement* in whole or in part. In these cases, the *land trust* notifies any project partners and works diligently to see that the extinguishment will not result in impermissible *undue benefit* and to prevent a net loss of *important conservation values* or impairment of public confidence in the *land trust* or in *conservation agreements*. In addition, any extinguishment of a *conservation agreement* should only be completed in a manner consistent with any applicable provincial or federal legislation.

- L. Plans and Agreements. Some *land trusts* and landowners may consider entering into agreements that set out how the land protected by the *conservation agreement* will be managed over the long term. These agreements set out what management activities will be undertaken and by whom. It is preferable that these agreements be established at the same time the *conservation agreement* is being established or shortly thereafter. In some cases, the provision of a management agreement may be included in the *conservation agreement*.