

Appendix I



TOWN OF CONCORD
COMMUNITY PRESERVATION COMMITTEE
141 KEYES ROAD, CONCORD, MA 01742
TEL. (978) 318-3290 FAX (978) 318-3291

Application for CPC Funding

Due no later than 12:00 noon on Friday, September 19, 2025

Applicant*: Thoreau Farm Trust
Federal Tax Id. No.*: 04-3420325
Co-Applicant (if applicable):

Project Name*: Thoreau Farm Trail Project

Location/Address (if applicable):

Purpose*: (Select all that apply)

- Open Space, Community Housing, Historic Preservation, Recreation

Project Budget*:

Amount of CPC Funds Requested: \$ 600,000
Amount from Other Funding Sources: \$ 2,787,250
Total Project Budget: \$ 3,387,250

Please check which of the following is included with this Application:

- One Paragraph Project Summary, Map, Narrative, Selection Criteria and Needs Assessment, Detailed Project Budget, Feasibility Assessment, Statement of Sustainability, Timeline, Architectural plans, site plans, photographs, Copy of IRS determination letter, Completed W-9 Form, Copy of Audit or most recent Financial Information, Letters of Support

Project Contact Person*: Rebecca Migdal
Project Contact Address*: 341 Virginia Road, Concord, MA 01742
Project Contact Phone*: 781-413-7348 Email*: rebecca@thoreautfarm.org

Authorized Signature of Applicant*: [Signature]

Authorized Signature of Property Owner* (if different): [Signature]
SIMONE MONTELEONE Digitally signed by SIMONE MONTELEONE Date: 2025.09.16 17:18:40 -04'00' * Required

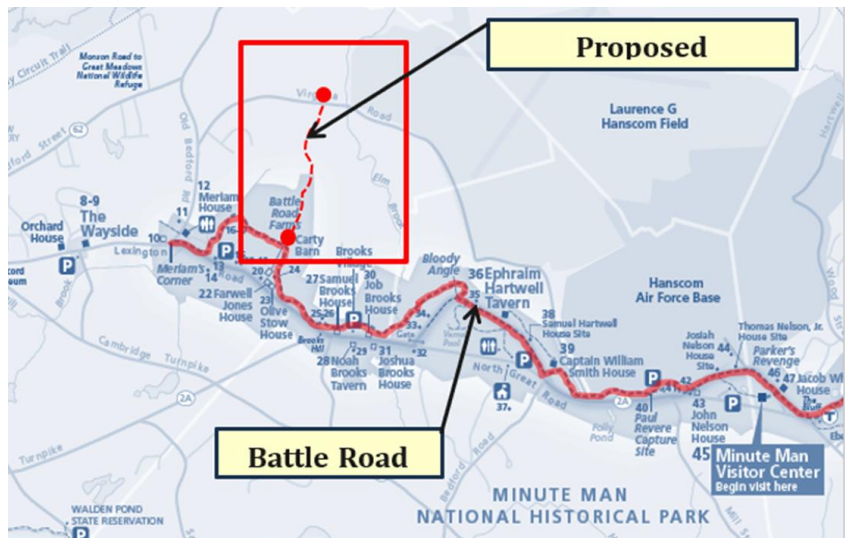
For Historic Preservation Projects Only - please check the box below left and acknowledge:
I/We have read the U.S. Secretary of the Interior's Standards for the Treatment of Historic Properties and understand that planning for and execution of this project must meet these standards.

Project Summary: The proposed Thoreau Farm Trail is an approximately 1-mile long, accessible, all-persons trail that will link two iconic sites in Concord’s and America’s history: the Battle Road Trail, symbolizing the political revolution of 1775, and Thoreau Farm, birthplace of Henry David Thoreau and a cornerstone of the 19th-century intellectual revolution led by the Transcendentalists. Traversing National Park and Town of Concord lands, this north-south connector will offer a rare opportunity to experience a diverse and ecologically-rich wetlands landscape while meeting CPC goals of Recreation and Open Space, and supporting historic resources. As one of Concord’s few accessible trails, it will provide inclusive recreational access for all and all abilities, and enhance local and regional connectivity—linking neighborhoods, historic sites, and trail networks in Concord and Bedford.

This CPA application request is for \$600,000 for planning and construction phases and is eligible in the Recreation and Open Space CPA categories, with additional benefits in support of historic resources. The Farm will leverage town and private funds to pursue MassTrails Grants and other matching/reimbursement grants to support the planning and construction phases of this project.

This builds on \$125,000 ARPA funds designated for preliminary engineering services for trail design, structural bridge design, preliminary permitting & geotechnical review, and stakeholder coordination.

Project Narrative: The Thoreau Farm Trail is a visionary, multi-year initiative that combines history, ecology, and public recreation in a meaningful way. Spearheaded through a three-way public-private partnership between Minute Man National Historical Park, the Town of Concord, and the Thoreau Farm Trust, this project proposes to create an all-persons trail linking the Battle Road Trail with Thoreau Farm, the birthplace of Henry David Thoreau. The proposed trail will offer a unique experience through Concord’s ecologically rich landscape—woodlands, wetlands, agricultural lands, and edge habitats—and connect two of the town’s significant cultural landmarks.



The Trail’s proposed route will be determined through a public planning process, but its endpoints are clear: sites relating to two of Concord’s most transformative historical legacies. The Trail will trace a path from the site of the 18th-century American Revolution to the 19th-century revolution of thought that defined the Transcendentalist movement. As noted by Concord historian Robert Gross and public historian Jayne Gordon, one revolution was about breaking political dependence, and the other about breaking intellectual and cultural dependence. “The opportunity to enhance the visitor experience through a new trail connection between Minute Man National Historical Park via Town land to reach Thoreau Farm will strengthen the relationship between these natural and cultural sites for the enjoyment of all,” Minute Man National Historical Park Superintendent Simone Monteleone said.

The proposed trail will cross an extensive wetland system associated with a tributary to Elm Brook and will require an approximate 270-foot long bridge for a portion of the trail to span wetlands and the Elm

Brook tributary. The remaining, non-bridged, portion of the trail is intended to be an unpaved, ADA-compliant surface. The proposed trail will cross lands owned by the NPS, Town of Concord, and private property. The private property is the Elm Brook Lane common land, and this parcel is covered by a Conservation Restriction held by the Natural Resources Commission (NRC) that provides for a publicly accessible trail.

This project is a unique three-way partnership. The Thoreau Farm Trust serves as the primary fiscal agent, managing fundraising, permitting, contracts, trail construction, and overseeing funds for long-term maintenance. The Town of Concord will participate in planning and public engagement, facilitate integration into its existing trail network, and implement the endowment for future maintenance on town land. The Minute Man National Historical Park will collaborate on planning, compliance, coordination and continuity in the Park, and implement the endowment for future maintenance on NPS lands.

The implementation of the project will unfold in several phases in collaboration between Farm, Park and Town. Phases will include public engagement and alignment identification, technical assessments such as existing conditions mapping, a bridge crossing alternatives analysis, and geotechnical studies, and permitting at the local, state, and federal levels. The trail will be maintained by the landowners, with support from a dedicated endowment provided by the Thoreau Farm Trust, ensuring the trail's long-term stewardship in collaboration with the Town and Park.

The project has already garnered widespread community support for its educational and interpretive potential, offering visitors and residents alike the chance to experience Concord's history and ecology firsthand. This proposed link in the greenway system would allow visitors from downtown Concord and the Battle Road Trail to travel north toward Thoreau Farm. This system would also allow users to travel south from the Reformatory Trail through Gaining Ground and Thoreau Farm, across Virginia Road, and through woodlands and wetlands to the Battle Road Trail—linking recreational, agricultural, and historical assets across Concord's East Quarter.

The success of the Thoreau Farm Trail will be measured in expanded trail connectivity across Concord, increased visitation to Thoreau Farm and the Battle Road Trail from this new means of access, and stronger public engagement with the town's historical and ecological resources. It will offer opportunities for outdoor recreation, education, and civic connection, while also raising awareness of the impacts of climate change on Concord's landscapes. Interpretive signage and programs will further reinforce these messages, tying the past to the present and inspiring future generations to care for the environment and the ideas that helped shape the nation.

This project is deserving of Town Meeting support. It enhances Concord's reputation as a place of revolutionary ideas—both political and environmental. The naturalist traditions enshrined by Henry David Thoreau flourish in the Town's rich and diverse natural landscape and the Elm Brook watershed presents a varied array of habitats that is notably rich in birdlife. The trail contributes to the quality of life of residents by expanding access to nature and history. It brings partners together in a model of civic cooperation. And it reflects the very best of what the Community Preservation Act is designed to support: thoughtful projects that honor the past, serve the present, and protect the future.

CPC's Selection Criteria

This application meets the following Selection Criteria from the 2023 Community Preservation Plan:

a. The project's eligibility for CPA funding under the CPA legislation. The application meets the criteria for Recreation and Open Space under the CPA legislation as it will provide funding for the creation of a recreational trail and protection of natural resources along its route. Additionally, it will increase access and awareness to historic landscapes and resources.

b. The project's consistency with Town-wide planning efforts and reports that have received broad-based scrutiny and input. This project aligns with the Community Preservation Act goals of enhancing open space and public recreational access, as well as enhancing cultural and historic resources. It reflects the priorities set forth in the Envision Concord Long Range Plan, particularly in its emphasis on increasing physical and social connectivity and strengthening the links between open spaces and village centers.

By establishing a low-impact, highly accessible trail that directs people towards greater understanding of the scenic vistas, wildlife, local agriculture, and more, this trail will help people know and love this historic and ecologically rich landscape. The trail will connect working farmlands at the National Park and the Town property at the Thoreau birth house, meeting a CPC goal of making local agriculture visible “contribute(ing) to the setting of a historic building or area.” It will also support the CPC goal of Heritage Awareness, improving access to “civic institutions, museums, and historic houses.” It will help to preserve and promote appreciation for the historic home and the Park, create and protect a recreational opportunity, and foster community by connecting the Elm Brook area with other parts of town.

c. The project's support by relevant Town boards and committees and community groups and its consistency with recent Town Meeting actions. The project Partners themselves represent extensive support, including Court Booth and the board of the Thoreau Farm Trust, Town Manager Kerry Lafleur, and Superintendent Simone Monteleone of Minute Man National Historical Park. The Town and the Park are also two primary landowners for this project. The trail would also traverse the Elm Brook Lane common land, and this parcel is covered by a Conservation Restriction held by the Natural Resources Commission (NRC). The Elm Brook Neighborhood Association has expressed support for this project and the NRC will review the project as the planning process moves forward.

Additionally, the project has widespread community support. The Concord Select Board, in a formal letter of endorsement, acknowledged the project's consistency with town planning goals. Support has also come from the Concord Trails Committee, Mass Audubon, Walden Woods Project, the Thoreau Society, Freedom's Way Heritage Association, and many local residents. Massachusetts Audubon has conducted two environmental studies that support the trail's feasibility and ecological sensitivity.

d. The extent to which the project preserves, protects or enhances existing Town-owned open space, recreation, historic and/or housing assets, and has the necessary Town support and approval. This project directly relates to increasing recreation opportunities by providing free and open access for all and all abilities. Additionally, it supports the preservation and protection of Concord's open space and draws deeper attention to the connection between two important historic sites in Concord by providing a direct link. The project will necessarily follow the rigorous approval processes of the National Park Service, Town Select Board, and Natural Resources Commission.

e. The extent to which the project serves multiple or underserved populations and/or is open to the public. This project has the potential to serve multiple and underserved populations by providing free and open all-persons pedestrian access to ecologically rich and historic landscapes as well as creating a direct north-south link between Battle Road Trail and the Bedford trails system. For this project, the public will be able to access the trail from Battle Road Trail or from Elm Brook Lane.

f. Whether or not the project fulfills more than one purpose of the legislation: housing, historic preservation, open space or recreation. This project fulfills two purposes of the legislation – recreation and open space – but builds access to and awareness of another: historic resources.

g. Administrative and financial management capabilities of the applicant. The project will be administered through the Thoreau Farm Trust in cooperation with the Town of Concord and in compliance with a Philanthropic Partnership Agreement with Minute Man National Historical Park. The

Thoreau Farm Trust has previously raised funds in collaboration with the Town for the initial purchase and restoration of the Thoreau Farmhouse. Current members of the Thoreau Farm Trust board were instrumental in that initial fundraising. Thoreau Farm Trust is a 501(c)3 non profit organization in good standing.

h. The extent to which the applicant has successfully implemented projects of a similar type and scale or otherwise demonstrated the ability and competency to implement such a project. As noted above, the Thoreau Farm Trust has previously led successful capital campaigns. Our project partners, the Town and the Park, are well versed in trail creation and bring up-to-date expertise to this project.

i. Whether or not the applicant has site control or written consent by the property owner to submit an application. The proposed trail will pass over lands owned by the NPS, Town of Concord, and private property. The private property is the Elm Brook Lane common land, and this parcel is covered by a Conservation Restriction held by the Natural Resources Commission (NRC) that provides for a publicly accessible trail. The project is being pursued in collaboration with the property owners and has written consent from their representatives. The resulting trail will be the property of those owners on their land.

j. Demonstrated financial need. This special project is governed by agreements with Minute Man National Historical Park which necessitates compliance with federal processes and specifications, in addition to those set by the State and Town. This adds complexity and expense to the project while ensuring its greater success and sustainability. This all places this project firmly outside the Thoreau Farm Trust's operating budget. For this reason, we are actively seeking CPA funds to act as a match for other grant programs. For the planning and construction phases, beginning in FY27, Thoreau Farm Trust will be seeking at least \$1,200,000 in Mass Trails funds over this multi-phase trail project. This is a reimbursement grant that requires a 20% match. The \$600,000 requested in CPA funds is imperative since it will be leveraged for these Mass Trails Grants and additional funds from private foundations.

k. Whether or not there will be multiple sources of funding for the project, including leveraging of other public and/or private funding As noted above, the Thoreau Farm Trust will be leveraging town funds for Mass Trails Grants over the course of this project as well as seeking funding from private foundations. Multiple grant applications are planned for FY27 to align with, leverage, and support town funds.

l. The feasibility of the project plan and whether or not the most reasonable approach for implementing the project has been selected. The feasibility of a connector trail has been studied by Mass Audubon (see attachment) and preliminary engineering services for the project are in the contracting phase.

m. The urgency of the project, the flexibility of the schedule and the impact of any delay in initiating the project. There is an urgent need for the Town to approve this funding, so it can be leveraged effectively over the course of this trail project. This Trail has been over a decade in the making with longstanding community support. It now has the momentum to move forward, particularly with completing formal agreements with Minute Man National Historical Park and the Town investment of ARPA funds to commence engineering. We feel additional urgency as the cost of construction is likely to continue to rise.

n. The provision for maintenance of the project. The fundraising plan and agreements with the Park, and those to be developed with the Town, establish that the Farm will raise funds for a shared maintenance endowment for both Town-owned land and Park-owned land. Town and Park will draw from the fund for regular maintenance outside existing capacity and otherwise allow the fund to grow in case of a catastrophic event.

o. The inclusion of an appropriate permanent deed restriction, preservation restriction, or conservation restriction. As mentioned above, the trail would traverse land owned by the NPS, Town of Concord, and private property. The private property is the Elm Brook Lane common land, and this parcel is covered by a Conservation Restriction held by the Natural Resources Commission (NRC) that provides for a publicly accessible trail.

p. The CPC will generally not recommend that Town Meeting appropriate CPA funds for expenses incurred by a project prior to the CPC receiving an application for the project. This application does not request any funding for previously incurred expenses.

q. The project incorporates design features that reduce the impact on the environment including but not limited to reduced energy consumption, enhanced energy and water conservation and the use of recyclable materials. The planning process for this project includes a focus on reducing the impact on the critical wetlands environment that we hope the trail will help champion and protect. By creating this connection between Battle Road and the Thoreau birthplace, which in turn connects Concord trails to Bedford trails, we hope to enhance the walkability and vibrancy of the area.

r. The project addresses the following four sustainability principles (based on the American Planning Association's Four Sustainability Objectives) adopted by the Select Board on July 25, 2011: 1) Reduce dependence upon fossil fuels, underground metals, and minerals; 2) Reduce dependence upon synthetic chemicals and other manufactured substances; 3) Reduce encroachment upon nature; and 4) Meet human needs fairly and efficiently. It is clear that the Trail project meets all four sustainability principles by providing a much needed pedestrian connection to reduce dependency on vehicles (#1 & #2), by being designed in a manner that first and foremost takes into consideration the impact on the environment in the sensitive location (#3), and by being designed as an all-persons trail so it can be enjoyed by all ages and abilities (#4).

s. The use of qualified vendors which are located in Concord is encouraged when applicable. For all parts of the Trail we will seek qualified vendors with the required staff and expertise for developing this project. It is unknown at this time whether vendors within Concord can support different parts of this process.

t. Land acquisition projects for which CPA funds are sought must also adhere to the requirements of Article 35 of the 2008 Annual Town Meeting. This project does not include any land acquisition requests.

Outreach Strategy: Thoreau Farm Trust in regular communication with the primary abutters of this project, Gaining Ground, and the Elm Brook Neighborhood Association. Both have expressed support for this project. Future outreach is planned for broader awareness and fundraising.

Budget Narrative: Thoreau Farm has completed key project agreements with the Park (General Agreement, 2023; Partnership Philanthropic Agreement, 2024) and anticipates signing the Partnership Design & Construction Agreement (PDCA) in fall 2025. Upon completion of the PDCA, the Farm will pursue additional private funding through several organizations with which we have discussed interest in the project and through grants like MassTrails. Key individual donors have also contributed and, closer to design completion, when images and plans are ready, we anticipate a public fundraising campaign.

The Thoreau Farm Trail is in the beginning stages. Preliminary engineering is being contracted now, after an open bidding process through the Town. This contract uses ARPA funds to cover preliminary design engineering costs for the project. **We are looking for CPC funds to cover a portion of the design expenses (30%) and a portion of the construction expenses (10%) (both anticipated 2027) so these funds can be leveraged for matching and reimbursement grants to cover the balance of those phases.** Town funds invested FY27 have the potential to multiply their impact.

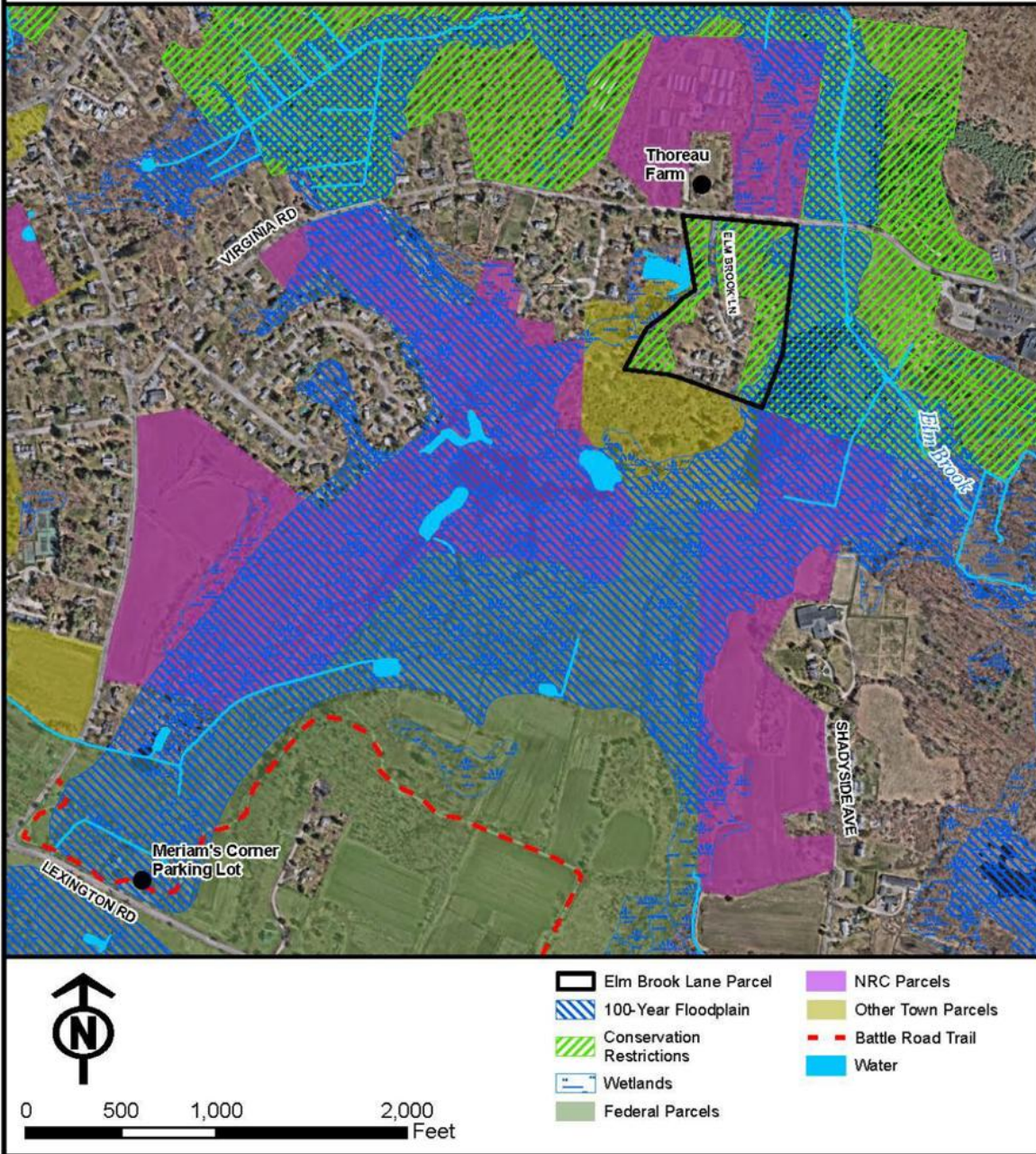
Budget based on 2023 estimates from the National Park Service and 2025 updates from engineers.

THOREAU FARM TRAIL BUDGET	Project Estimates	FY26	FY27	FY28	FY29	CPC Req.
Design / Permitting/Compliance	\$611,500.00	\$125,000	\$350,000	\$136,500	\$ -	
Contingency (5%)	\$30,575.00	\$6,250	\$17,500	\$6,825	\$ -	
Total Design Expenses	\$642,075	\$131,250	\$367,500	\$143,325	\$ -	\$200,000
Construction	\$2,088,596.00	\$ -	\$450,000	\$988,596	\$650,000	
Contingency (30%)	\$626,578.80	\$ -	\$135,000	\$296,579	\$195,000	
Total Construction Expenses	\$2,715,174.80	\$ -	\$585,000	\$1,285,175	\$845,000	\$400,000
Interpretive Signage Expenses	\$30,000.00	\$ -	\$15,000	\$15,000	\$ -	
Subtotal Creation Expenses	\$3,387,249.80	\$131,250	\$967,500	\$1,443,500	\$845,000	
Administrative Expenses	\$61,400.00	\$10,000	\$20,700	\$20,700	\$10,000	
Total Expenses	\$3,448,649.80	\$141,250	\$988,200	\$1,464,200	\$855,000	
15% Endowment	\$517,297.47	\$21,187.50	\$148,230.00	\$219,629.97	\$128,250.00	
Project Total	\$3,965,947.27	\$162,437.50	\$1,136,430.00	\$1,683,829.77	\$983,250.00	\$600,000

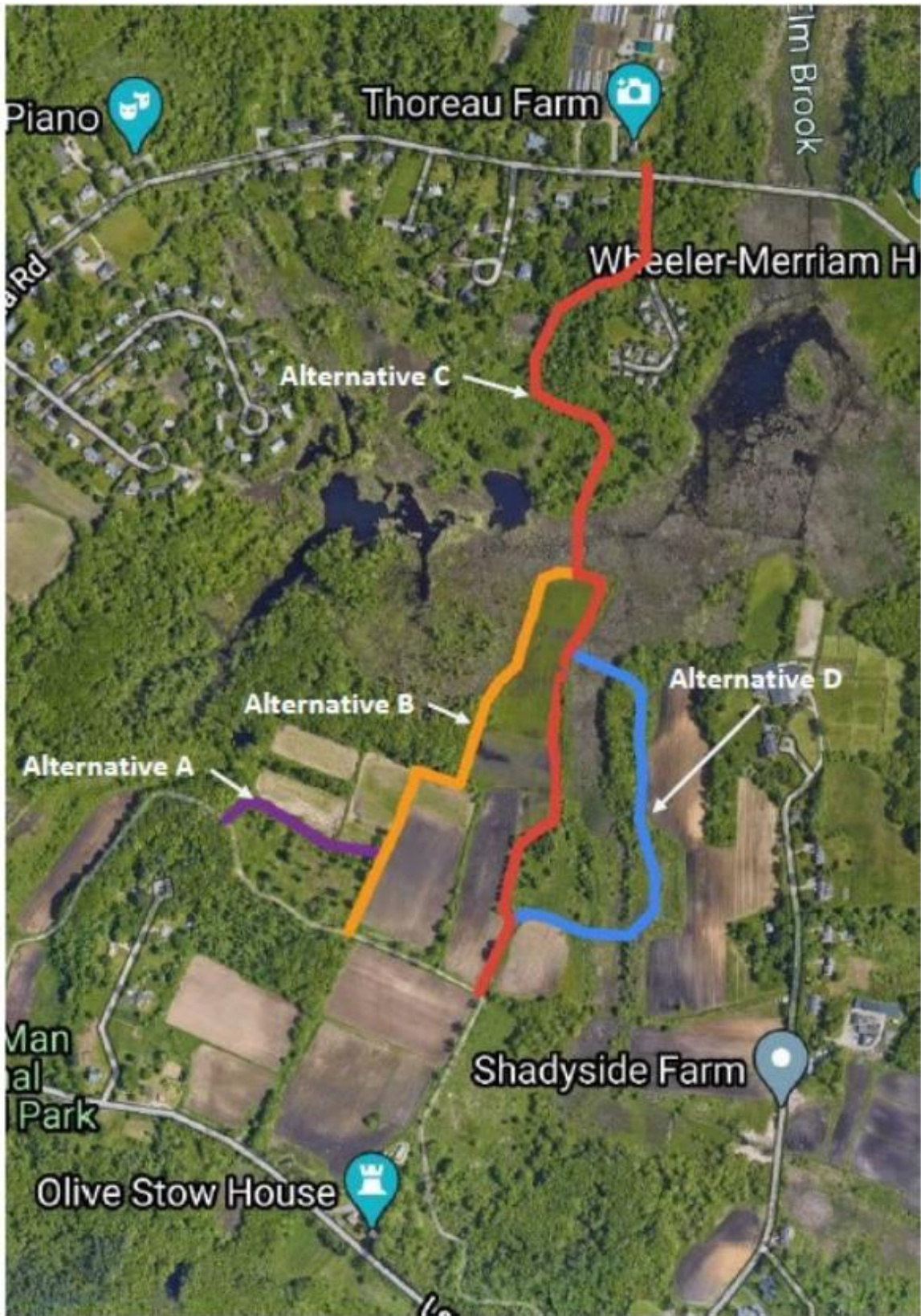
Project Timeline	
2023-2025	Project Initiation & Pre-Design Phase
2023	Memorandum of Intent (MOI) between NPS and Town.
2024	Investment Concept Approval from Regional Investment Review Board & Bureau Investment Board (NPS) Philanthropic Partnership Agreement between NPS and Farm
2025	Town issues RFP for Engineering; contracts engineering firm. Partner Design & Construction Agreement between NPS and Farm.
2025-2027	Design Phase I - Schematic Design Development
2025	Begin preliminary engineering, incl. geotechnical/archaeological studies, alignment alts, etc.
2026	Develop civic engagement plan / stakeholder outreach. Conduct a value analysis and submit report to NPS.
2027	Schematic Approval from Regional Investment Review/Bureau IRB (if applicable). (NPS)
2027	Design Phase II - Construction Drawing Development and Compliance Completion
	Develop construction drawings & construction bid package Finalize the NEPA Document/complete compliance.
	Pre-Construction Phase
	Secure and finalize permitting. Secure the NPS Director's Approval Form (DAF), if applicable. Advertise and award the construction contract.
2027-2029	Construction Phase
2029	Post-Construction
	Address any close-out requirements. Execute the Cooperative Management Agreement (CMA).

Two Revolutions Trail Project Area - Concord, MA

June 2025



From Town RFP for Professional Engineering Services, June 2025



Proposed trail route, red, with alternatives, developed by Mass Ecological Services, Mass Audubon, 2021.



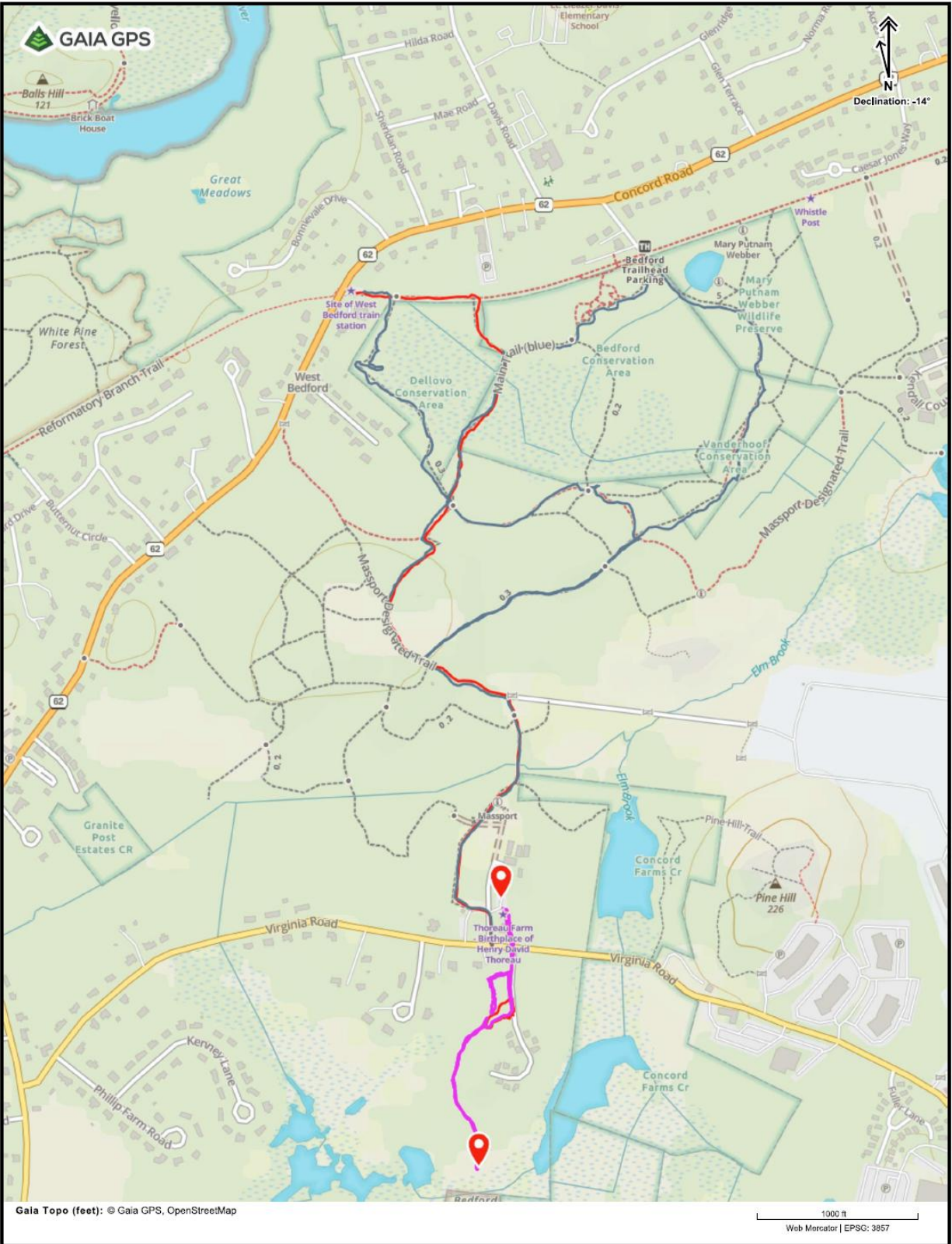
Figure 1

- Town of Concord
- Minuteman National Historical Park
- Town of Concord CR

0 250 500 1,000 Feet



Mass Audubon Map, Town and NPS properties.



Map showing connection to Bedford trails and Reformatory Branch Trail. Prepared by Bob White. Pink sketch of Thoreau Farm Trail is not the proposed alignment. Proposed alignment TBD.



Attachments:

- A. Study by Ecological Extension Service, Massachusetts Audubon Society. “A Pathway to Join the Thoreau Birthplace to the Battle Road Trail” Prepared by Bill Giezentanner, March 2021.
- B. Thoreau Farm Trust nonprofit documentation
 - a. IRS determination letter
 - b. W-9 Form
 - c. Financial Statement
- C. Related Agreements between Thoreau Farm Trust and Minute Man National Historical Park
 - a. General Agreement (signed 2023)
 - b. Philanthropic Partnership Agreement (signed 2024)
- D. Letters of Support
 - a. Town Select Board, 2022
 - b. Bob White, Concord Trails Committee Chair, 2022
 - c. Walden Woods Project, 2022
 - d. Freedom’s Way National Heritage Area, 2021
 - e. The Thoreau Society, 2021
 - f. Gaining Ground, 2024
- E. Town of Concord RFP for Engineering, 2025

A Pathway to Join the Thoreau Birthplace to the Battle Road Trail

Phase Two – Detailed Layout and Cost Estimates



Prepared by Bill Giezentanner
March 2021

Ecological Extension Service
Massachusetts Audubon Society
208 South Great Road
Lincoln, Massachusetts 01773

781 259 2159
781 259 2359 (fax)

Acknowledgements

Thoreau Farm Trust, Inc. gratefully acknowledges the Freedom's Way Heritage Association for its vital support in these initial efforts to research and evaluate solutions that will enable fundraising and trail construction. Freedom's Way provided invaluable support for this report. Project volunteers are grateful for the foresight of Patrice Todisco, Freedom's Way Executive Director, who recognized how this project will promote the region's landscape, history and culture.

Introduction

In 2012 the Mass Audubon Ecological Extension Service prepared a report at the request of the Thoreau Farm Trust to explore the concept and feasibility of a footpath to connect Thoreau Farm, the birthplace of Henry David Thoreau, owned by the Thoreau Farm Trust and located at 341 Virginia Road, with the Battle Road Trail of the Minuteman National Historical Park as it runs north of Lexington Road (see Figure 1).

The Thoreau Farm Trust, a nonprofit organization, protects the farmhouse in which Henry David Thoreau was born in 1817 and offers educational programs that address his life and writings, and his relevance to our world today. A rarity now in Concord, the restored farmhouse is surrounded by fields and woodland, and still evokes the 19th century of Thoreau's time.

The Minuteman National Historical Park protects land and locations associated with the beginning of the American Revolution, specifically those associated with the British march on Lexington and Concord on April 19, 1775. The Battle Road Trail is a 5.5-mile walking, cycling and wheelchair accessible path interpreting the events of that day and life in Concord in the 18th century.

The purpose of this footpath would be to:

- provide a connection between these two historic destinations,
- provide opportunities for visitors primarily interested in one of these destinations to learn about the other,
- accommodate a diversity of trail users (handicapped accessible to the extent practicable)
- extend a network of existing walking paths that stretch to the north and south.

The 2012 report included a summary of discussions of the concept with landowners and neighbors, investigated options for a trail route, proposed methods for constructing a trail, and estimated costs for creating the trail. The 2020 Phase One update built on the earlier work and included a more detailed evaluation of route alternatives and updated cost estimates. This Phase Two report will provide a detailed layout for the trail and realistic cost estimates for the purpose of raising funds for the project.

Because of an extensive area of wetlands associated with Elm Brook, any route for the trail to arrive at the Thoreau Farm on Virginia Road would have to cross land owned by the Elm Brook Lane Homeowners Association, the Town of Concord, and the National Park Service (Figure 1). Elm Brook Lane is a residential neighborhood of 12 houses on a ¼-mile cul-de-sac. The development was created by the Concord Housing Authority in 2002. Individual property owners own a small lot around each house, while the Elm Brook Lane Homeowners Association owns the common land around the houses. The Town of Concord holds a Conservation Restriction (CR) over the Association land which includes the right of public access. The Town of Concord also owns the parcel south of Elm Brook Lane, known as the Hebb Land. This parcel, formerly part of a farm including the Elm Brook Lane parcels, was acquired in 1999. The land is under the control of the Concord Board of Selectmen.

The 2012 planning effort included conversations with each landowner and sought input on the concept and on generally preferred trail routes across the various parcels. Jeff Collins of the Mass Audubon Extension Service walked the area paying attention to indications of soil wetness, views, and options for placing a walking trail. Historic aerial photographs, available through Google Earth, and Town of



Figure 1

-  Town of Concord
-  Minuteman National Historical Park
-  Town of Concord CR

0 250 500 1,000 Feet



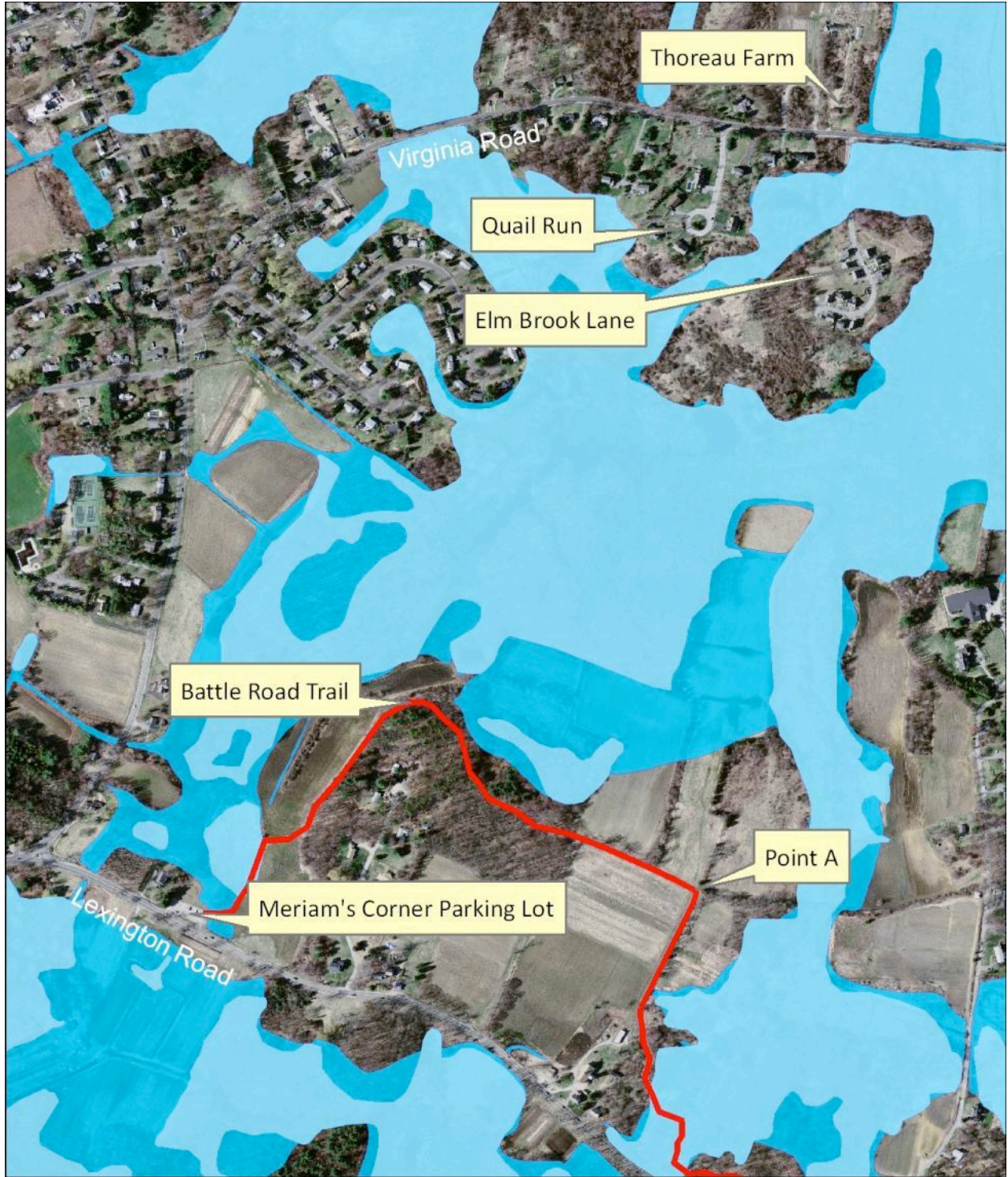


Figure 2 -- Wetlands between Thoreau Farm and the Battle Road Trail



Concord and MassGIS data were used to map the floodplain and wetlands. Aerial photos and field investigations were used to determine vegetation. Representatives of Thoreau Farm Trust, National Park Service, the Town of Concord, and the Elm Brook Lane Homeowners Association walked the potential trail areas in the Spring of 2012 to view and discuss potential trail alignments.

This Phase One effort to update the 2012 proposal began with two stakeholders' meetings arranged by the Thoreau Farm Trust – one with the residents of Elm Brook Lane and one with the National Park Service in October 2019.

In addition to these meetings Bill Giezentanner visited the site several times between November 2019 and March 2020 (Nov. 27, Dec. 5, Jan. 20, and Feb. 20) to explore the possible alternatives and see the area under a variety of weather conditions. Many of the same sources of information, Town of Concord and MassGIS, aerial photos, and Google maps were examined to update any data. In addition, information from the Soil Survey of Middlesex County was added to the Phase One report to show more clearly the factors that could influence trail construction such as soil depth, permeability, depth to water table, and frequency of flooding or ponding.

The first phase of this update was to delve more deeply into alternatives to the route proposed in 2012, partly to meet requirements of the National Park Service, but also to fully explore the possibility that a better alternative might be found. The conclusion of Phase One showed Alternative C (almost the same route as was proposed in 2012) as the shortest route with the least cost and least environmental impact. This second phase report includes a more detailed layout of the trail, a work outline for building the trail segments, and detailed budget estimates for permitting and construction.

The proposed route (Alternative C shown on the cover of this report) begins at the Battle Road Trail where the Battle Road Trail turns south toward the Olive Stow House. The proposed route runs along the eastern edge of the field until it reaches an historic stone wall. It skirts around this stone wall and enters a grove of cedar trees where it continues through the grove and comes out along the edge of the next field. It then proceeds along the field edge until it reaches the Elm Brook wetlands where it would cross the wetlands by a proposed boardwalk to the Hebb land. It proceeds through the Hebb land and around the Elm Brook Lane neighborhood to the Thoreau Farm. The total distance for Alternative C is approximately 4,150 feet.

Trail Layout

During the Summer of 2020, the approximate route of the trail was flagged, bushwhacked, and modestly cleared to better evaluate the route in detail and allow the project team to invite town and National Park representatives to experience the potentials of the trail to connect the two historic sites. The cleared route also served as a means of allowing more accurate cost estimates. Because of dense stands of invasive plants

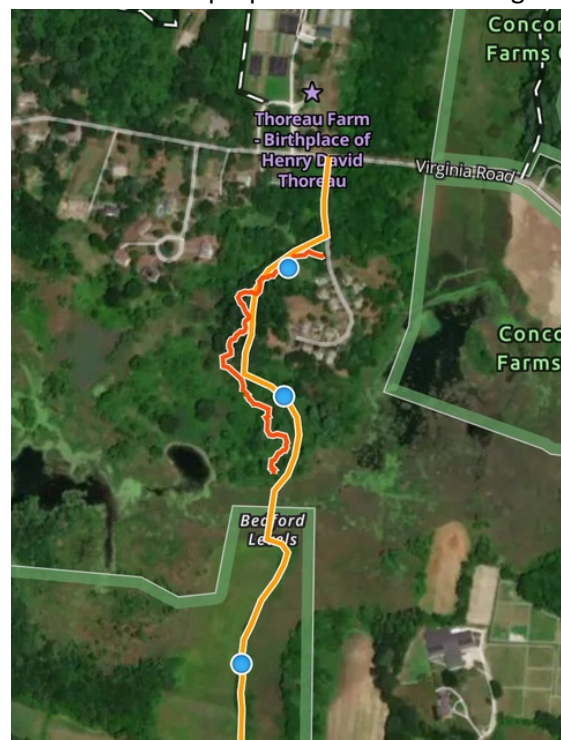


Figure 3 - GPS track of first bushwhacked route

and brambles the cleared route around the Elm Brook Lane neighborhood and through the Hebb Land (shown in orange in Figure 3) deviates from the proposed route as it passes through the Hebb land and around the Elm Brook Lane neighborhood. Subsequently, with help from volunteers with the Concord Trails Committee, a route was cleared that more closely follows the originally proposed route (Figure 4 – shown in green).

The layout minimizes environmental impacts and cost. It crosses the Elm Brook wetlands at their narrowest location.

The total layout is approximately 4,150 feet long. It includes 2,200 feet along the agricultural fields owned by the National Park Service; a 270-foot raised boardwalk crossing of the Elm Brook wetlands; and 1,675 feet from the Elm Brook crossing to the Thoreau Farm site as it passes around the Elm Brook Lane neighborhood and crosses the Hebb land. The width of the treadway is proposed to be 42 inches except for the helical pier boardwalk and other boardwalks which are proposed to be 4-foot wide with 8-foot-wide bump-outs. Wheelchair access will require bump-outs at least every 300 feet so two wheelchairs going in opposite directions can pass.

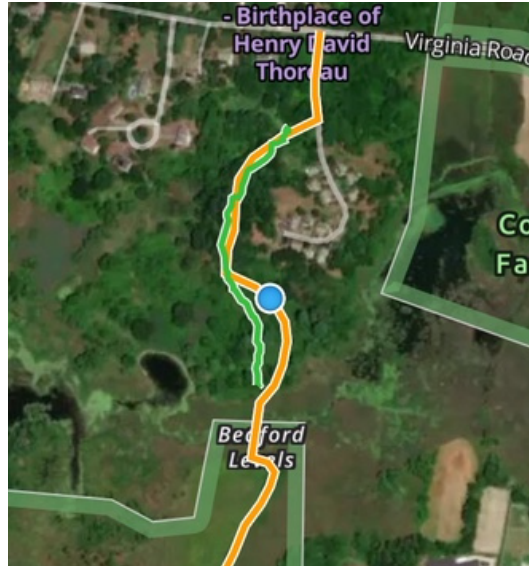


Figure 4 - GPS track of second cleared route

Work Outline for Building Trail

From Battle Road north

Trai Segment	Reference	Soil Condition	Work Needed/Comments
1 0 to 345 feet	Hedgerow along field (345 ft.)	Upland, moderate permeability, not in floodplain (FP)., seasonally muddy	Clearing, leveling, geotextile base, gravel trail mix
2 345 to 495 feet	Along edge of cedar grove and stonewall (150 ft.)	Upland, moderate permeability, not in floodplain, seasonally muddy	Some clearing up to stone wall, leveling, geotextile base, gravel trail mix. Note: do not disturb historic stone wall.
3 495 to 980 feet	Inside of cedar grove (485 ft.)	Upland, moderate permeability, not in floodplain	Some clearing – treadway can be natural surface (gravel may be required to accommodate wheelchair use)
4 980 to 1,665 feet	Along edge of field with alder hedgerow to right and cattail marsh beyond (685 ft.)	Within wetland Buffer Zone (BZ). Moderate permeability, seasonally muddy, in floodplain	Leveling, geotextile base, gravel trail mix; or boardwalk

5 1,665 to 2,205	Along edge of field with alder hedgerow to right and cattail mars beyond (540 ft.)	Within wetland Buffer Zone. In floodplain, moderate permeability	Boardwalk (4-feet wide with curbs on each side and two 8-foot-wide bump-outs to accommodate wheelchair use)
6 2,205 to 2,475	Crossing of Elm Brook wetland (cattail marsh – 270 ft.)	Wetland crossing	Helical pier raised boardwalk (4 feet wide with two 8-foot bump-outs and handrails) – 4 feet above the water surface
7 2,475 to 4,150	Along a cleared way from the Elm Brook crossing to the street crossing to the Thoreau Farm (1,675 feet)	Upland, moderate to rapid permeability, some in floodplain and wetland Buffer Zone	Some clearing and leveling – treadway can be natural surface (gravel base would be required to accommodate wheelchairs)

Trail Surface Types

Building the proposed trail could involve at least four types of surfaces: Natural surface (with gravel base if intended to be accessible) and three types of structures; geotextile and gravel trail mix because of deep and wet soils, a 270-foot raised boardwalk built on helical piers, and boardwalks built on either an aluminum post/auger system or a puncheon system where the agricultural land is too wet and muddy. These four alternatives are described in more detail in Appendix A – Construction Details.

The proposed crossing of the Elm Brook wetlands and the boardwalks could be accessible. The geotextile trail and trail on natural surface would need a gravel trail mix suitable for wheelchair use if the trail is to be accessible. One option that has been discussed has been to make the trail accessible from its connection to the Battle Road to and including the Elm Brook wetlands crossing, but not including the natural surface trail around the Elm Brook Lane neighborhood. Stairs down from the raised boardwalk (segment 6) onto the Hebb land would help discourage bicycle use.



Figure 5- Edge of field at intersection with Battle Road (Jan. 16, 2021)

This report presents four alternatives for the use of these trail surfaces in Appendix B – Cost Estimates. **Alternative 1** uses geotextile with gravel trail mix for all the sections that are too wet and muddy for a natural surface (trail segments 1, 2, 4, and 5). It is the least expensive but involves the most expense to create compensatory flood storage by excavating and removing 240 cubic yards of soil.

Alternative 2 uses a combination of geotextile with gravel trail mix and puncheon boardwalks for these wet and muddy segments (geotextile with gravel trail mix for trail segments 1,2, and 4; puncheon

boardwalk for segment 5). This alternative reduces the amount of excavation to create compensatory flood storage to 145 cubic yards but increases costs.

Alternative 3 uses a combination of geotextile with gravel trail mix, puncheon boardwalks, and aluminum post/auger boardwalks for these wet and muddy segments (geotextile with gravel trail mix for trail segment 1 and 4; puncheon boardwalk for segment 2; and the aluminum post/auger boardwalk for segment 5). This alternative reduces the amount of excavation to create compensatory flood storage to 133 cubic yards but increases cost.

Alternative 4 uses a combination of geotextile with gravel trail mix and aluminum post/auger boardwalks for these wet and muddy segments (geotextile with gravel trail mix for trail segment 1 and 2; and aluminum post/auger boardwalk for segments 4 and 5). This alternative eliminates the need to create compensatory flood storage but increases cost.

The trail segment 7, across the Hebb land and around the Elm Brook Lane neighborhood could be built without permits and by volunteer labor if it is less than 3 feet wide.

Permitting

Mass Audubon was a major participant in the adoption of the Wetlands Protection Act (WPA) in the early 1960s whose purpose is to protect these important habitats. At the same time, Audubon believes for people to value natural resources they must have some degree of familiarity and knowledge of them. For that to happen access is key. Providing access to natural areas is a keystone of Mass Audubon's mission and it has considerable experience in developing trails and boardwalks and working with the regulations.

As indicated in Figure 2, a large portion of this proposed trail is in or adjacent to wetlands subject to Concord, state and federal jurisdiction, or their legally defined buffer areas and the 100-year floodplain and will require the issuance of permits under local, state, and potentially federal regulations. Each of these regulations requires that impacts to wetlands be avoided where practicable, minimized to the extent feasible, and that unavoidable impacts be mitigated. It is worth noting that the DEP Wetlands regulations at 310 CMR 10.02 (b) state "The following minor activities, provided that they comply with 310 CMR10.02(2)(b)1., are not otherwise subject to regulation under M.G.L. c. 131, § 40: a. Unpaved pedestrian walkways less than 30 inches wide for private use and less than three feet wide for public access on conservation property". This provision could apply to the section north of the proposed wetlands crossing (segment 7) if it is not intended to be made accessible. All the area south of the wetlands crossing (segments 1, 2, 3, 4, and 5) require structures because of the wet soils if the trail is to be open year-round. Such structures would be subject to wetland regulations regardless of width.

The alternatives analysis conducted in Phase One of this study shows that the preferred option, Alternative C, avoids wetlands to the extent practicable and minimizes wetland and flooding impacts by using minimum trail widths and structures or the creation of compensatory flood storage, to provide year-round use.

The precise analysis of work within jurisdictional wetland areas, the amount of wetland impact, and any mitigation will be determined during the subsequent design phase of the project when wetland boundaries will be delineated and precisely located. Following this step, the appropriate local, state, and federal permit applications would be prepared and submitted.

The chart below indicates the types of impacts anticipated by the proposed trail surface alternatives.

Trail surface	Impacts	Regulation
Natural surface	Alter soil and vegetation (gravel fill if intended for wheelchair use)	Local and state WPA if more than 3 feet wide or intended for wheelchair use
Geotextile and gravel fill Note: Located on edge of agricultural fields.	Places fill Loss of flood storage (in floodplain)	Local and state WPA Corps of Engineers if fill is in wetland
Elevated helical pier boardwalk or aluminum post/auger boardwalks Note: Helical pier supported boardwalk crosses Elm Brook wetlands.	Minor	Local and State WPA

It is our opinion that it would be feasible to secure the necessary permits for this project, and that the trail can be designed and constructed in accordance with the appropriate regulatory performance standards. However, additional coordination between the design/construction team and the Concord Natural Resources Department is necessary prior to initiating the final design and permitting process. For example, fill in wetland and loss of flood storage capacity can be permitted if there is mitigation. For example, WPA can allow up to 5,000 sf of wetland alteration with replacement. The replacement in this case could be allowing 5,000+ sf of the adjacent farmland to revert to cattail marsh. Fill in the floodplain could be allowed if compensatory flood storage is provided – excavating and removing soil out of the floodplain. Permitting will also require additional design, especially for the helical pier boardwalk and to determine the exact quantities for some of the impacts.

The Notice of Intent (NOI) permit application should include the work to be done and a request for on-going maintenance in perpetuity. Maintenance will include trimming brush and replacing boards or repairing the boardwalk structures.

The budget outlined in the appendix includes an estimate of costs for permitting but no estimate for additional design.

Conclusion

This new trail link would provide visitors to Thoreau Farm an opportunity to explore Minuteman National Historical Park and vice versa, would serve as local walking path for residents of Elm Brook Lane and employees of businesses along Virginia Road. In addition, the helical pier boardwalk across the marsh would be an attractive destination for close observation of this natural community that is otherwise difficult to experience up close.

In the larger context, this trail link would connect the Battle Road Trail with trails that lead north from Thoreau Farm through the Town of Bedford's Vanderhoof Conservation Area and Mary Putnam Webber Wildlife Preserve and on to the Minuteman path extension, contributing to a network of trails serving Concord and surrounding communities.

The proposed trail promises to link two exceptional historic places and periods: the 18th century Battle Road and the War of Independence with the house where one of America's most influential 19th

century writers was born. The near mile long walk through farmland, wetlands, and woods will offer visitors a deeper understanding of these natural landscapes.

Four alternative cost estimates provided in Appendix B range from approximately \$215,000 to \$300,000 (including a rough estimate for permitting), depending on several options and on requirements that may be imposed during the permitting process. The mass Audubon Ecological Extension Service recommends alternative 4 in Appendix B because it avoids fill in the floodplain and is the most likely to be approved by the town and Massachusetts Department of Environmental Protection. The Appendix also shows several potential additions for a recommended upgrading of boardwalk decking from pressure treated wood to more long-lasting black locust. The added cost for black locust will save maintenance costs over time.

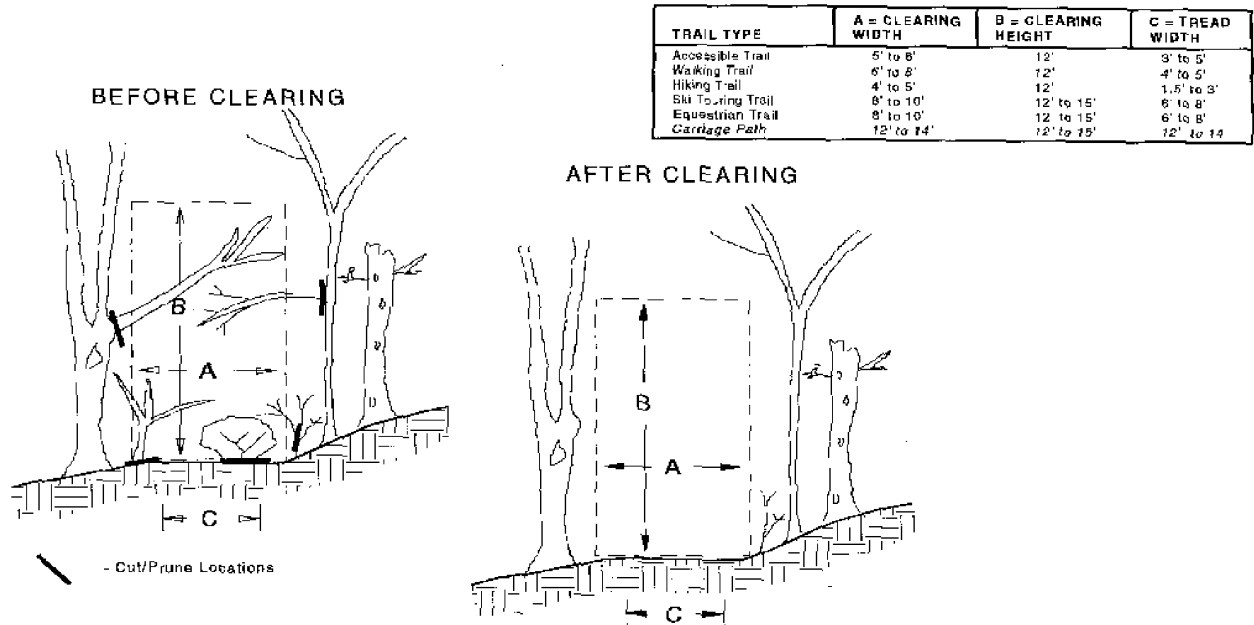
The fundraising goal should also include an amount (10% of the total amount) to endow on-going maintenance.

Appendix A – Construction Details

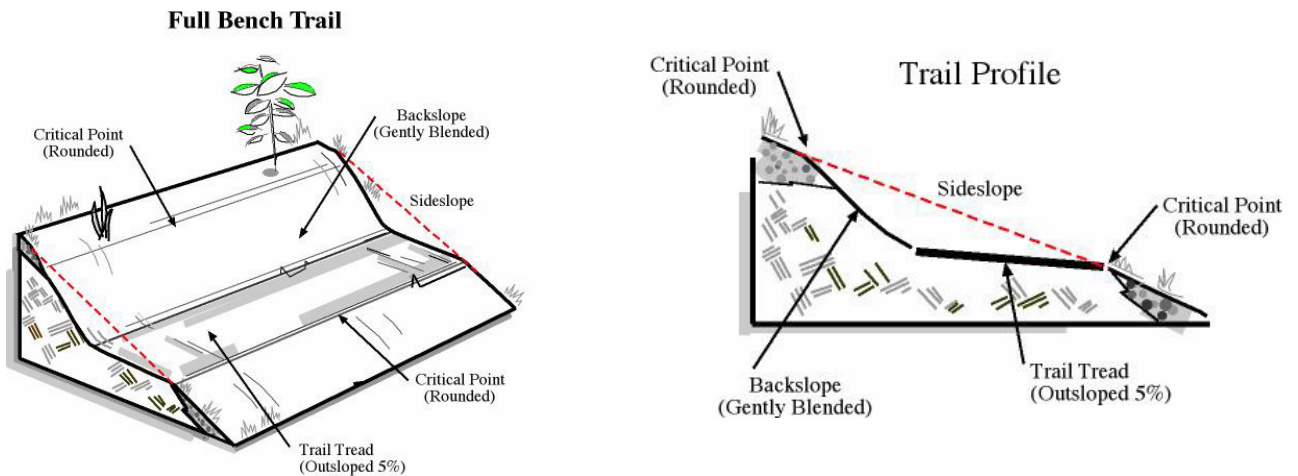
The following includes drawings and details for each trail type: Natural Surface, Helical Pier Boardwalk, Puncheon Boardwalk, and Aluminum Post/arguer Boardwalk.

Natural Surface Trail

Much of the route can be on natural surface. A walking tread of 3 ½ feet is proposed. The first step after laying out the route would be clearing – removing brush, saplings, and overhanging limbs.

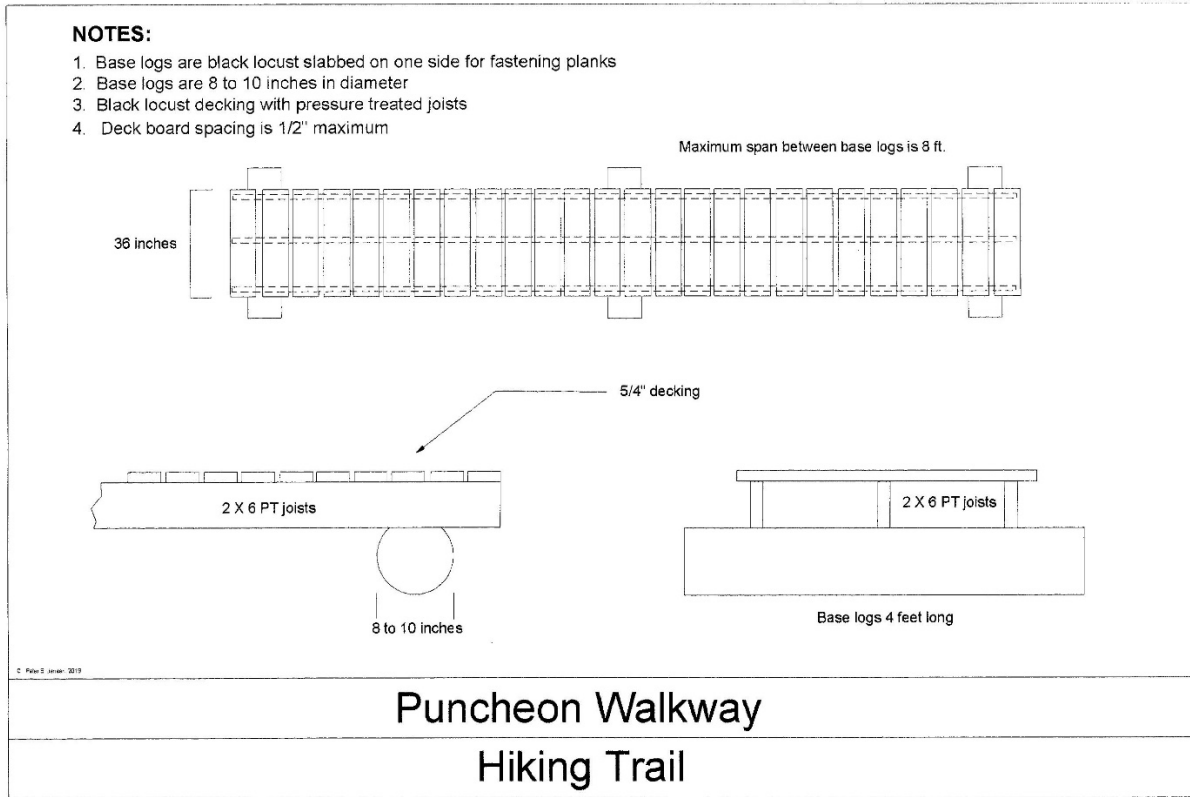


In many areas no other preparation will be necessary. In some areas it may be necessary to prepare a tread where the cross slope needs to be more level. This will require a bench-cut that can be done with hand tools.



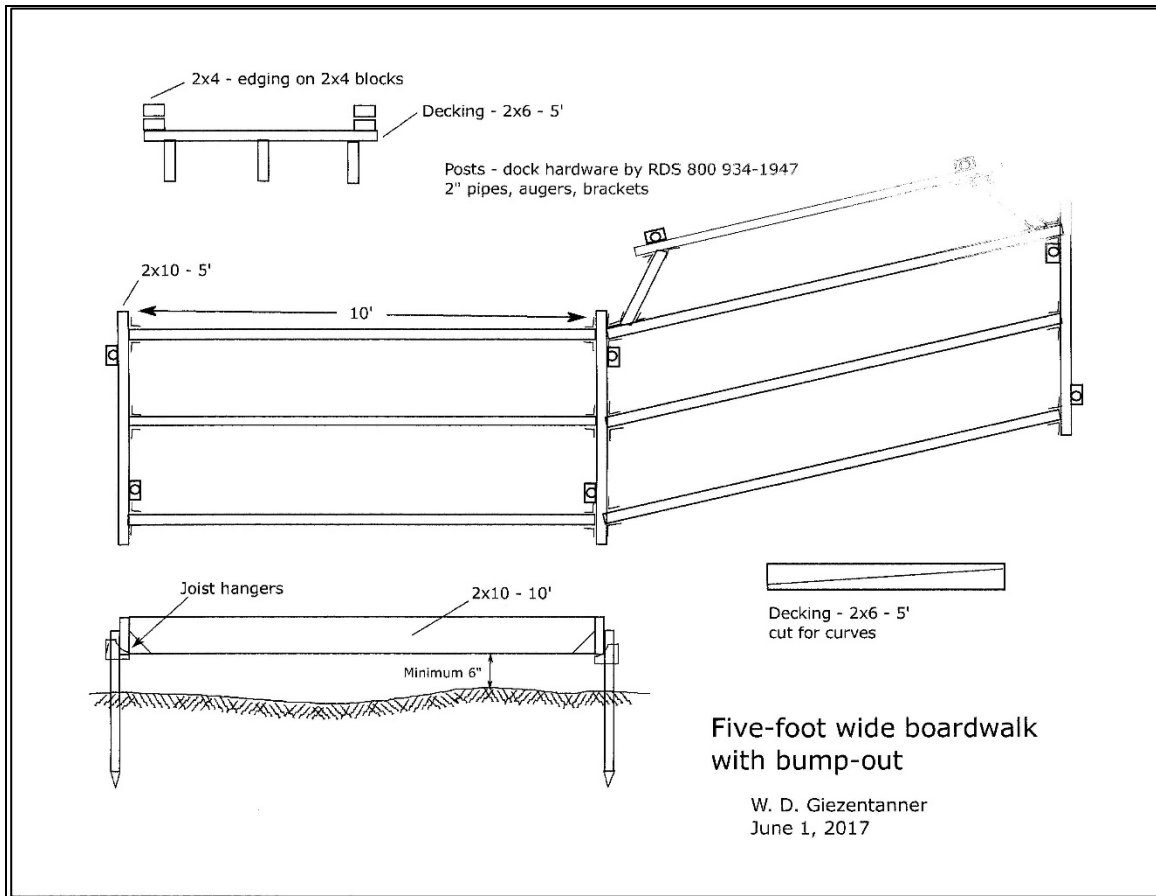
Puncheon Boardwalk

A puncheon boardwalk is simple to build and involves little soil disturbance. It is built on 8 to 10-inch black locust logs, with pressure treated stringers. The black locust logs are pinned to the ground with lengths of rebar so that they cannot float away. The drawing indicates a 36" tread, but it can just as easily be 42 or 48 inches.



Aluminum Post/Auger Boardwalk

Another method of crossing a wet area is a system developed using aluminum dock hardware. It can also be easily built with hand tools and the posts are twisted into the soil with a pipe wrench. Mass Audubon has used this system for a project at the Red Maple Swamp Trail for the US Fish and Wildlife Service at their Weir Hill site in Sudbury, MA and for a 600 ft. boardwalk at its Nahant Thicket Sanctuary in Nahant.



Note: Can be modified to 4 foot wide.

Helical Pier Boardwalk

The Elm Brook wetland crossing will require a contractor installed helical pier system. The piers are driven into place with power equipment. Again, the advantage is minimal disturbance in comparison to digging holes for posts or driving pilings.



a)



b)

a) The completed wildlife viewing platform at Benfield Conservation Land in Carlisle, Mass., and b) the helical pier supports installed in the marsh. Photos courtesy of Carlisle Conservation Fund.



c) Promotional photo from helical pier installer

Geotextile Trail

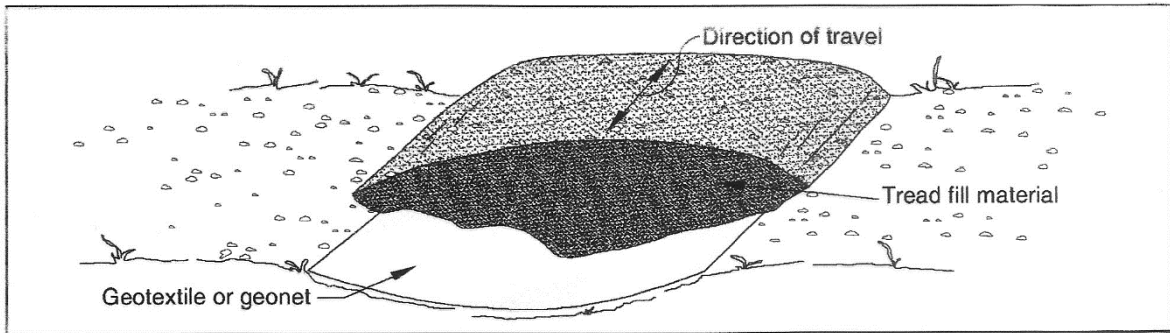


Figure 10—Typical placement of geotextile or geonet through flat, boggy areas.

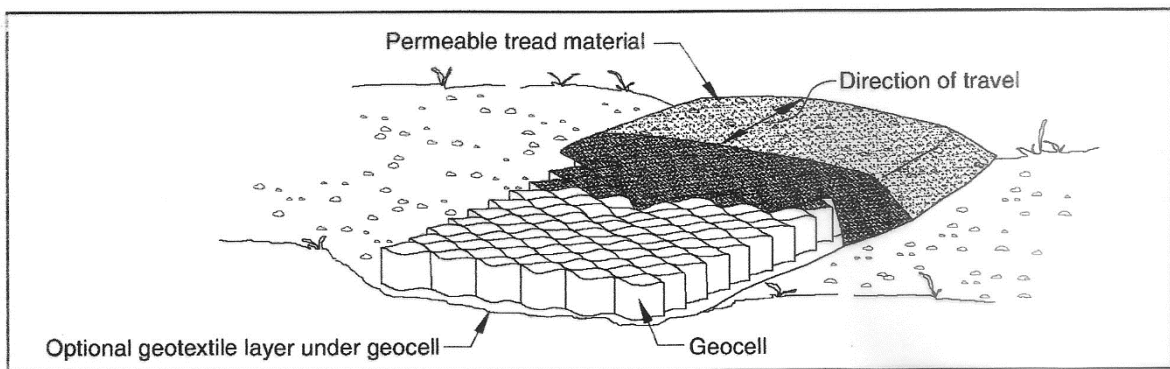


Figure 11—Geocell with geotextile and permeable tread material.

Geosynthetics usually are placed directly on the ground without excavation. Many illustrations show the various applications with a sag in the native soil surface along the center of the trail alignment. This sag is caused by adding the weight of the tread fill. The actual amount of settlement is very site specific and depends on soil type,

Appendix B – Cost Estimates

Note: Cost per linear foot for geotextile and gravel fill, puncheon, helical pier boardwalk, handrails, and compensatory flood storage were provided by SumCo. Cost for the aluminum post/auger boardwalk are based on the recent Mass Audubon project in Nahant, also built by SumCo.

Alternative 1 without puncheon or boardwalk

Trail Surface	Length	Width	Cost/ln. ft.	Total Cost	Notes
Section 1 – Geotextile and gravel fill	345'	42"	\$15	\$5,175	This is a “bare bone” estimate that involves 335 cu. yds. of fill (240 cu yd in the floodplain) and is likely not going to be permitted. It also does not include black locust decking and will cost more in the long run in increased maintenance. Black locust decking on the helical pier boardwalk would add \$16,800.
Section 2 – Geotextile and gravel fill	150'	42"	\$15	\$2,250	
Section 3 – Natural surface	485'	42"	\$8	\$3,880	
Section 4 – Geotextile and gravel fill	685'	42"	\$15	\$10,275	
Section 5 – Geotextile and gravel fill	540'	42"	\$15	\$8,100	
Section 6 – Helical pier boardwalk	270'	48"	\$380	\$102,600	
Handrails for Section 6	540'		\$41	\$22,140	
Section 7 – Natural surface	1,675'	42"	\$8	\$13,400	
Compensatory flood storage	240 cu. yds.		\$136.30/cu. yd	\$32,465	
Subtotals	4,150			\$186,885	
Contingency (15%)				\$28,000	
Total				\$214,885	

Alternative 2 using some puncheon and no aluminum post/auger boardwalk

Trail Surface	Length	Width	Cost/ln. ft.	Total Cost	Notes
Section 1 – Geotextile and gravel fill	345'	42"	\$15	\$5,175	This substitutes puncheon boardwalks for a portion of the geotextile and gravel fill trail and reduces the amount of fill (total 216 cu yd: 145 cu yd in floodplain) and associated compensatory storage requirements. It does not include the recommended black locust decking and therefore will cost more in the long run in increased maintenance. Black locust decking on the helical pier boardwalk would add \$16,800, and for the puncheon sections it would add \$29,260.
Section 2 – Geotextile and gravel fill	150'	48"	\$15	\$2,250	
Section 3 – Natural surface	485'	42"	\$8	\$3,880	
Section 4 – Geotextile and gravel fill	685'	42"	\$15	\$10,275	
Section 5 – Puncheon boardwalk	540'	42"	\$80	\$43,200	
Section 6 – Helical pier boardwalk	270'	48"	\$380	\$102,600	
Handrails for Section 6	540'		\$41	\$22,140	
Section 7 – Natural surface	1,675'	42"	\$8	\$13,400	
Compensatory flood storage	145 cu. yds.		\$136.30/cu. yd	\$18,790	
Subtotals	4,150			\$221,710	
Contingency (15%)				\$33,250	
Total				\$254,960	

Alternative 3 using some puncheon and aluminum post/auger boardwalk in most sensitive area

Trail Surface	Length	Width	Cost/ln. ft.	Total Cost	Notes
Section 1 – Geotextile and gravel fill	345'	42"	\$15	\$5,175	This substitutes puncheon boardwalks and aluminum post boardwalk for portions of the geotextile and gravel fill trail and reduces the amount of fill (total 205 cu yd; 133 cu yd in floodplain) and associated compensatory storage requirements. It also does not include recommended black locust decking and therefore will cost more in the long run in increased maintenance. Black locust decking on the helical pier boardwalk would add \$16,800, and for the aluminum post sections it would add \$29,260.
Section 2 – Geotextile and gravel fill	150'	48"	\$15	\$2,250	
Section 3 – Natural surface	485'	42"	\$8	\$3,880	
Section 4 – Geotextile and gravel fill	685	42"	\$15	\$10,275	
Section 5 – Aluminum post/auger boardwalk	540'	42"	\$90	\$48,600	
Section 6 – Helical pier boardwalk	270'	48"	\$380	\$102,600	
Handrails for Section 6	540'		\$41	\$22,140	
Section 7 – Natural surface	1,675'	42"	\$8	\$13,400	
Compensatory flood storage	133 cu. yds.		\$136.30	\$18,150	
Subtotals	4,150			\$226,470	
Contingency (15%)				\$33,970	
Total				\$260,440	

Alternative 4 using aluminum post/auger boardwalk within the floodplain

Trail Surface	Length	Width	Cost/ln. ft.	Total Cost	Notes
Section 1 – Geotextile and gravel fill	345'	42"	\$15	\$5,175	This alternative uses aluminum post boardwalk for portions of the geotextile and gravel fill trail and eliminates fill in the floodplain and associated compensatory storage requirements. It does not include recommended black locust decking and therefore will cost more in the long run in increased maintenance. Black locust decking recommended on the helical pier boardwalk would add \$16,800, and for the aluminum post sections it would add \$29,260.
Section 2 – Geotextile and gravel fill	150'	42"	\$15	\$2,250	
Section 3 – Natural surface	485'	42"	\$8	\$3,880	
Section 4 – Aluminum post/auger boardwalk	685	42"	\$90	\$61,650	
Section 5 – Aluminum post/auger boardwalk	540'	42"	\$90	\$48,600	
Section 6 – Helical pier boardwalk	270'	48"	\$380	\$102,600	
Handrails for Section 6	540'		\$41	\$22,140	
Section 7 – Natural surface	1,675'	42"	\$8	\$13,400	
Subtotals	4,150			\$259,695	
Contingency (15%)				\$38,950	
Total				\$298,645	

Costs for Permitting (estimate)

Task	Hours	Hourly Rate	Total
Wetlands Flagging	10	\$125	\$1,250
GPS & GIS	16	125	\$2,000
Preparation of NOI	24	125	\$3,000
Abutter lists			\$200
Abutter mailings			\$200
Printing NOI			\$300
WPOA Filing Fee			\$500
Local Filing Fee			\$3,000
Advertisements			\$200
Total			\$10,550
Additional design			?

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUL 23 2003 ✓

THOREAU FARM TRUST INC
129 WESTFORD RD
CONCORD, MA 01742-0000

Employer Identification Number:
04-3420325
DLN:
17053172721053
Contact Person:
ERIC J BERTELSEN ID# 31323
Contact Telephone Number:
(877) 829-5500
Public Charity Status:
170(b)(1)(A)(vi)

Dear Applicant:

Our letter dated FEBRUARY 1999, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity during an advance ruling period.

Based on our records and on the information you submitted, we are pleased to confirm that you are exempt under section 501(c)(3) of the Code, and you are classified as a public charity under the Code section listed in the heading of this letter.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at www.irs.gov.

If you have general questions about exempt organizations, please call our toll-free number shown in the heading between 8:00 a.m. - 6:30 p.m. Eastern time.

Please keep this letter in your permanent records.

Sincerely yours,



Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Letter 1050 (DO/CG)

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Thoreau Farm Trust	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. 341 Virginia Road	Requester's name and address (optional)
	6 City, state, and ZIP code Concord, MA 01742	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
or									
Employer identification number									
0	4	-	3	4	2	0	3	2	5

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
------------------	---------------------------------	-------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Return of Organization Exempt From Income Tax

2024

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form, as it may be made public.

Go to www.irs.gov/Form990EZ for instructions and the latest information.

Open to Public Inspection

Department of the Treasury Internal Revenue Service

A For the 2024 calendar year, or tax year beginning Jul 1, 2024, and ending Jun 30, 2025

B Check if applicable: [] Address change [] Name change [] Initial return [] Final return/terminated [] Amended return [] Application pending
C Name of organization Thoreau Farm Trust Inc
D Employer identification number 04-3420325
E Telephone number 9784510300
F Group Exemption Number

G Accounting Method: [] Cash [X] Accrual Other (specify):
H Check [] if the organization is not required to attach Schedule B (Form 990).

I Website: thoreaufarm.org

J Tax-exempt status (check only one) - [X] 501(c)(3) [] 501(c) () (insert no.) [] 4947(a)(1) or [] 527

K Form of organization: [X] Corporation [] Trust [] Association [] Other:

L Add lines 5b, 6c, and 7b to line 9 to determine gross receipts. If gross receipts are \$200,000 or more, or if total assets (Part II, column (B)) are \$500,000 or more, file Form 990 instead of Form 990-EZ \$ 104,900.

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (see the instructions for Part I)
Check if the organization used Schedule O to respond to any question in this Part I [X]

Table with 3 columns: Line number, Description, and Amount. Rows include Revenue (1-9), Expenses (10-17), and Net Assets (18-21). Total revenue is 104,900 and total expenses are 111,700.

Part II Balance Sheets (see the instructions for Part II)

Check if the organization used Schedule O to respond to any question in this Part II

	(A) Beginning of year	(B) End of year
22 Cash, savings, and investments	222,900.	22 216,100.
23 Land and buildings		23
24 Other assets (describe in Schedule O)		24
25 Total assets	222,900.	25 216,100.
26 Total liabilities (describe in Schedule O)		26
27 Net assets or fund balances (line 27 of column (B) must agree with line 21)	222,900.	27 216,100.

Part III Statement of Program Service Accomplishments (see the instructions for Part III)

Check if the organization used Schedule O to respond to any question in this Part III

What is the organization's primary exempt purpose? Operation of the Henry David Thoreau Birthplace

Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. In a clear and concise manner, describe the services provided, the number of persons benefited, and other relevant information for each program title.

Expenses
(Required for section 501(c)(3) and 501(c)(4) organizations; optional for others.)

28 <u>Operation of the Henry David Thoreau Birthplace House including interpretation programs.</u>		
(Grants \$ <u>0.</u>) If this amount includes foreign grants, check here <input type="checkbox"/>	28a	91,100.
29 _____		
(Grants \$ _____) If this amount includes foreign grants, check here <input type="checkbox"/>	29a	
30 _____		
(Grants \$ _____) If this amount includes foreign grants, check here <input type="checkbox"/>	30a	
31 Other program services (describe in Schedule O)		
(Grants \$ _____) If this amount includes foreign grants, check here <input type="checkbox"/>	31a	
32 Total program service expenses (add lines 28a through 31a)	32	91,100.

Part IV List of Officers, Directors, Trustees, and Key Employees (list each one even if not compensated—see the instructions for Part IV)

Check if the organization used Schedule O to respond to any question in this Part IV

(a) Name and title	(b) Average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC/1099-NEC) (if not paid, enter -0-)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation
<u>Booth, Courtland</u> President	4.00	0.	0.	0.
<u>Eberle, Molly</u> Treasurer	4.00	0.	0.	0.
<u>McJennett, Nancy</u> Clerk	4.00	0.	0.	0.
<u>Migdal, Rebecca</u> Executive Director	30.00	36,600.	0.	0.
<u>Alden, Peter</u> Director	2.00	0.	0.	0.
<u>Buell, Lawrence</u> Director	2.00	0.	0.	0.
<u>Palmer, Nicole</u> Director	2.00	0.	0.	0.
<u>Ventrelle, Chrissa</u> Director	2.00	0.	0.	0.
<u>Wilczek, Amity</u> Director	2.00	0.	0.	0.

Part V Other Information (Note the Schedule A and personal benefit contract statement requirements in the instructions for Part V.) Check if the organization used Schedule O to respond to any question in this Part V

33 Did the organization engage in any significant activity not previously reported to the IRS? If "Yes," provide a detailed description of each activity in Schedule O
34 Were any significant changes made to the organizing or governing documents? If "Yes," attach a conformed copy of the amended documents if they reflect a change to the organization's name. Otherwise, explain the change on Schedule O. See instructions
35a Did the organization have unrelated business gross income of \$1,000 or more during the year from business activities (such as those reported on lines 2, 6a, and 7a, among others)?
35b If "Yes" to line 35a, has the organization filed a Form 990-T for the year? If "No," provide an explanation in Schedule O
35c Was the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization subject to section 6033(e) notice, reporting, and proxy tax requirements during the year? If "Yes," complete Schedule C, Part III
36 Did the organization undergo a liquidation, dissolution, termination, or significant disposition of net assets during the year? If "Yes," complete applicable parts of Schedule N
37a Enter amount of political expenditures, direct or indirect, as described in the instructions
37b Did the organization file Form 1120-POL for this year?
38a Did the organization borrow from, or make any loans to, any officer, director, trustee, or key employee; or were any such loans made in a prior year and still outstanding at the end of the tax year covered by this return?
38b If "Yes," complete Schedule L, Part II, and enter the total amount involved
39 Section 501(c)(7) organizations. Enter:
39a Initiation fees and capital contributions included on line 9
39b Gross receipts, included on line 9, for public use of club facilities
40a Section 501(c)(3) organizations. Enter amount of tax imposed on the organization during the year under: section 4911; section 4912; section 4955:
40b Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in any section 4958 excess benefit transaction during the year, or did it engage in an excess benefit transaction in a prior year that has not been reported on any of its prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I
40c Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Enter amount of tax imposed on organization managers or disqualified persons during the year under sections 4912, 4955, and 4958
40d Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Enter amount of tax on line 40c reimbursed by the organization
40e All organizations. At any time during the tax year, was the organization a party to a prohibited tax shelter transaction? If "Yes," complete Form 8886-T
41 List the states with which a copy of this return is filed:
42a The organization's books are in care of: Rebecca Migdal Telephone no. (978) 451-0300
Located at: 341 Virginia Rd, Concord MA ZIP + 4 01742
42b At any time during the calendar year, did the organization have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? If "Yes," enter the name of the foreign country: See the instructions for exceptions and filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).
42c At any time during the calendar year, did the organization maintain an office outside the United States? If "Yes," enter the name of the foreign country:
43 Section 4947(a)(1) nonexempt charitable trusts filing Form 990-EZ in lieu of Form 1041 - Check here and enter the amount of tax-exempt interest received or accrued during the tax year
44a Did the organization maintain any donor advised funds during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ
44b Did the organization operate one or more hospital facilities during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ
44c Did the organization receive any payments for indoor tanning services during the year?
44d If "Yes" to line 44c, has the organization filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O
45a Did the organization have a controlled entity within the meaning of section 512(b)(13)?
45b Did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," Form 990 and Schedule R may need to be completed instead of Form 990-EZ. See instructions

	Yes	No
46 Did the organization engage, directly or indirectly, in political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I	46	X

Part VI Section 501(c)(3) Organizations Only

All section 501(c)(3) organizations must answer questions 47–49b and 52, and complete the tables for lines 50 and 51.

Check if the organization used Schedule O to respond to any question in this Part VI

	Yes	No
47 Did the organization engage in lobbying activities or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II	47	X
48 Is the organization a school as described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E	48	X
49a Did the organization make any transfers to an exempt non-charitable related organization?	49a	X
b If "Yes," was the related organization a section 527 organization?	49b	
50 Complete this table for the organization's five highest compensated employees (other than officers, directors, trustees, and key employees) who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."		

(a) Name and title of each employee	(b) Average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC/1099-NEC)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation
None				

f Total number of other employees paid over \$100,000

51 Complete this table for the organization's five highest compensated independent contractors who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and business address of each independent contractor	(b) Type of service	(c) Compensation
None		

d Total number of other independent contractors each receiving over \$100,000

52 Did the organization complete Schedule A? **Note:** All section 501(c)(3) organizations must attach a completed Schedule A **Yes** **No**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer Molly Eberle, Treasurer	Date 09/05/2025
	Type or print name and title	

Paid Preparer Use Only	Print/Type preparer's name David Asadoorian, CPA	Preparer's signature David Asadoorian, CPA	Date 09/10/2025	Check <input checked="" type="checkbox"/> if self-employed	PTIN
	Firm's name David Asadoorian, CPA	Firm's EIN 04-3178180			
	Firm's address 67 Peter Spring Rd., Concord, MA 01742	Phone no. (978) 371-2599			

May the IRS discuss this return with the preparer shown above? See instructions **Yes** **No**

Additional Information From Form 990-EZ: Short Form Return of Organization Exempt from Income Tax

Form 990-EZ: Short Form Return of Organization Exempt from Income Tax

Line 8: Other Revenue

Continuation Statement

Description	Amount
Rent Income	26,300.
Total	26,300.

Form 990-EZ: Short Form Return of Organization Exempt from Income Tax

Line 16: Other Expenses

Continuation Statement

Description	Amount
Fund Raising	1,100.
Historic Building Operations	21,900.
Other Program Expenses	11,400.
Property Insurance	10,400.
Total	44,800.

**SCHEDULE A
(Form 990)**

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.
Attach to Form 990 or Form 990-EZ.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2024

**Open to Public
Inspection**

Name of the organization Thoreau Farm Trust Inc	Employer identification number 04-3420325
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Part I Reason for Public Charity Status. (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1 A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i)**.
- 2 A school described in **section 170(b)(1)(A)(ii)**. (Attach Schedule E (Form 990).)
- 3 A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii)**.
- 4 A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii)**. Enter the hospital's name, city, and state:
- 5 An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv)**. (Complete Part II.)
- 6 A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v)**.
- 7 An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 8 A community trust described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 9 An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university:
- 10 An organization that normally receives (1) more than 33¹/₃% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33¹/₃% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2)**. (Complete Part III.)
- 11 An organization organized and operated exclusively to test for public safety. See **section 509(a)(4)**.
- 12 An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**. See **section 509(a)(3)**. Check the box on lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
 - a **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
 - b **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
 - c **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
 - d **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
 - e Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
- f Enter the number of supported organizations
- g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2020	(b) 2021	(c) 2022	(d) 2023	(e) 2024	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	51,400.	34,800.	30,300.	38,700.	48,500.	203,700.
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 Total. Add lines 1 through 3	51,400.	34,800.	30,300.	38,700.	48,500.	203,700.
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						20,000.
6 Public support. Subtract line 5 from line 4						183,700.

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2020	(b) 2021	(c) 2022	(d) 2023	(e) 2024	(f) Total
7 Amounts from line 4	51,400.	34,800.	30,300.	38,700.	48,500.	203,700.
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources	33,500.	33,400.	33,600.	35,300.	31,900.	167,700.
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 Total support. Add lines 7 through 10						371,400.
12 Gross receipts from related activities, etc. (see instructions)					12 56,100.	
13 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here						<input type="checkbox"/>

Section C. Computation of Public Support Percentage

14 Public support percentage for 2024 (line 6, column (f), divided by line 11, column (f))	14	49.46 %
15 Public support percentage from 2023 Schedule A, Part II, line 14	15	40.32 %
16a 33 1/3% support test—2024. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization		<input checked="" type="checkbox"/>
b 33 1/3% support test—2023. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization		<input type="checkbox"/>
17a 10%-facts-and-circumstances test—2024. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization		<input type="checkbox"/>
b 10%-facts-and-circumstances test—2023. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization		<input type="checkbox"/>
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions		<input type="checkbox"/>

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2020	(b) 2021	(c) 2022	(d) 2023	(e) 2024	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2020	(b) 2021	(c) 2022	(d) 2023	(e) 2024	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)						

14 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here**

Section C. Computation of Public Support Percentage

15 Public support percentage for 2024 (line 8, column (f), divided by line 13, column (f))	15	%
16 Public support percentage from 2023 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2024 (line 10c, column (f), divided by line 13, column (f))	17	%
18 Investment income percentage from 2023 Schedule A, Part III, line 17	18	%

19a 33 1/3% support tests—2024. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization . . .

b 33 1/3% support tests—2023. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization . . .

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions . . .

Part IV Supporting Organizations

(Complete only if you checked a box on line 12 of Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If "Yes," answer lines 3b and 3c below.</i>		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? <i>If "Yes," describe in Part VI when and how the organization made the determination.</i>		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If "Yes," explain in Part VI what controls the organization put in place to ensure such use.</i>		
4a Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes," and if you checked box 12a or 12b in Part I, answer lines 4b and 4c below.</i>		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.</i>		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? <i>If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.</i>		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? <i>If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).</i>		
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? <i>If "Yes," provide detail in Part VI.</i>		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? <i>If "Yes," complete Part I of Schedule L (Form 990).</i>		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described on line 7? <i>If "Yes," complete Part I of Schedule L (Form 990).</i>		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? <i>If "Yes," provide detail in Part VI.</i>		
b Did one or more disqualified persons (as defined on line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If "Yes," provide detail in Part VI.</i>		
c Did a disqualified person (as defined on line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? <i>If "Yes," provide detail in Part VI.</i>		
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? <i>If "Yes," answer line 10b below.</i>		
b Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)</i>		

Part IV Supporting Organizations (continued)

	Yes	No
11 Has the organization accepted a gift or contribution from any of the following persons?		
a A person who directly or indirectly controls, either alone or together with persons described on lines 11b and 11c below, the governing body of a supported organization?		
11a		
b A family member of a person described on line 11a above?		
11b		
c A 35% controlled entity of a person described on line 11a or 11b above? If "Yes" to line 11a, 11b, or 11c, provide detail in Part VI .		
11c		

Section B. Type I Supporting Organizations

	Yes	No
1 Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.		
1		
2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.		
2		

Section C. Type II Supporting Organizations

	Yes	No
1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).		
1		

Section D. All Type III Supporting Organizations

	Yes	No
1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
1		
2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s), or (ii) serving on the governing body of a supported organization? If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).		
2		
3 By reason of the relationship described on line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.		
3		

Section E. Type III Functionally Integrated Supporting Organizations

1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).		
a <input type="checkbox"/> The organization satisfied the Activities Test. Complete line 2 below.		
b <input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete line 3 below.		
c <input type="checkbox"/> The organization supported a governmental entity. Describe in Part VI how you supported a governmental entity (see instructions).		
2 Activities Test. Answer lines 2a and 2b below.		
a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.	Yes	No
2a		
b Did the activities described on line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.		
2b		
3 Parent of Supported Organizations. Answer lines 3a and 3b below.		
a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? If "Yes" or "No," provide details in Part VI .		
3a		
b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in Part VI the role played by the organization in this regard.		
3b		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (*explain in Part VI*). **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A—Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8	

Section B—Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (<i>explain in detail in Part VI</i>):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by 0.035.	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	

Section C—Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, column A)	1	
2	Enter 0.85 of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	
7	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D—Distributions		Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes	1
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	2
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	3
4	Amounts paid to acquire exempt-use assets	4
5	Qualified set-aside amounts (prior IRS approval required—provide details in Part VI)	5
6	Other distributions (describe in Part VI). See instructions.	6
7	Total annual distributions. Add lines 1 through 6.	7
8	Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	8
9	Distributable amount for 2024 from Section C, line 6	9
10	Line 8 amount divided by line 9 amount	10

Section E—Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2024	(iii) Distributable Amount for 2024
1 Distributable amount for 2024 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2024 (reasonable cause required—explain in Part VI). See instructions.			
3 Excess distributions carryover, if any, to 2024			
a From 2019			
b From 2020			
c From 2021			
d From 2022			
e From 2023			
f Total of lines 3a through 3e			
g Applied to underdistributions of prior years			
h Applied to 2024 distributable amount			
i Carryover from 2019 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
4 Distributions for 2024 from Section D, line 7: \$			
a Applied to underdistributions of prior years			
b Applied to 2024 distributable amount			
c Remainder. Subtract lines 4a and 4b from line 4.			
5 Remaining underdistributions for years prior to 2024, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI . See instructions.			
6 Remaining underdistributions for 2024. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI . See instructions.			
7 Excess distributions carryover to 2025. Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2020			
b Excess from 2021			
c Excess from 2022			
d Excess from 2023			
e Excess from 2024			

**SCHEDULE O
(Form 990)**

(Rev. December 2024)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

Attach to Form 990 or Form 990-EZ.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

**Open to Public
Inspection**

Name of the organization

Thoreau Farm Trust Inc

Employer identification number

04-3420325

Pt I, Line 8:

Description: Rent Income \$26,300

Pt I, Line 16:

Description: Fund Raising \$1,100

Description: Historic Building Operations \$21,900

Description: Other Program Expenses \$11,400

Description: Property Insurance \$10,400

Pt II, Line 26:

Description: Notes Payable Beginning of Year: 0 End of Year: 0

**GENERAL AGREEMENT
BETWEEN
THE U.S. DEPARTMENT OF THE INTERIOR,
NATIONAL PARK SERVICE,
MINUTE MAN NATIONAL HISTORICAL PARK
AND
THOREAU FARM, CONCORD, MASSACHUSETTS**

General Agreement Title: Enhancing Trail Connections and Networks Between Minute Man National Historical Park and Thoreau Farm

This **General Agreement** (“Agreement”) to coordinate and plan enhancement to trail connections between lands managed by Thoreau Farm of Concord, Massachusetts, and the National Park Service (“NPS”) is hereby entered into by and between the Thoreau Farm Trust, Inc. (“Farm”) and the U.S. NPS, each individually a “Party” and collectively the “Parties”.

ARTICLE I – Background And Objectives:

The purpose of this Agreement is to enhance the visitor experience through exploring a trail connection to and from the multi-use trail system, Battle Road Trail, within Minute Man National Historical Park, (“Park”), as a benefit for visitors and local recreational users in the Town of Concord and Thoreau Farm. This objective will be met through this Agreement between the NPS and the Farm by committing to study, and if viable, implementing a new or improved trail connection from outside NPS lands into the trail system currently located within Minute Man National Historical Park.

The benefit of the multi-use trail system within the Park is it provides a venue for visitors to explore and understand the preservation and interpretation of the significant historic structures and landscapes associated with the opening of the American Revolution which lie along the route of the battle of April 19, 1775.

One of the goals of the trail system is to create outdoor opportunities for visitors to forge a personally meaningful physical and emotional connection with park historic resources and the natural environment, and to foster a deeper understanding of, and appreciation for the nation’s intertwined natural and cultural history. Recognizing that the future of national parks hinges on their relevancy and value to the public, the NPS seeks to provide the highest quality experience and to maximize national parks’ potential as a place of learning and reflection for all.

The NPS acknowledges the importance of partners to the success of its programs and seeks to embrace and better enable partners to support the NPS in its critical mission.

Minute Man National Historical Park was established by Public Law 86-321 in 1959. After completion of the Park’s General Management Plan in 1991, Public Law 102-488 (1992) which is excerpted below, the Park broadened its strategic mission and expanded the Park boundary, especially along Battle Road.

The purpose of the park shall include the preservation and interpretation of (1) the historic landscape along the road between Lexington and Concord, (2) sites associated with the causes and consequences of the American Revolution, and (3) the Wayside on Lexington Road in Concord, the home of Nathaniel Hawthorne, Bronson Alcott, Louisa May Alcott, and Margaret Sidney, whose work illustrate the nineteenth century American literature renaissance.” Public Law 102-488, October 24, 1992.

Battle Road Trail lies within the field of battle during the first armed conflict of the American Revolution. In addition, the park’s trail system serves as a recreational amenity for local and out of town visitors to the Town of Concord, Thoreau Farm, and the surrounding communities of Lincoln and Lexington. It also provides access, in connection with Town of Concord sidewalks, to The Wayside-Home of Authors located to the west of the Battle Road Unit.

The Thoreau Farm Trust (the “Farm”) a nonprofit organization, is committed to preserving Henry David Thoreau’s birth house and promoting Thoreau’s extraordinary insights into life, nature, and social responsibility. It offers educational programs and presents his birthplace and the surrounding landscape as a source of inspiration for living deliberately, practicing simplicity, and exploring new ideas for positive change. Thoreau is a touchstone for both historians and naturalists and his birthplace provides an ideal location for a trail connection.

Each Party desires to extend their reach to visitors to utilize recreational opportunities through the significant landscape associated with the history of the Concord area. By the Parties collaborating on identifying opportunities for an enhanced and/or new trail connection, the access for visitors could broaden to support mutual goals for recreational activities and visitor understanding of the historic landscape and Thoreau Farm. Absent this agreement, opportunities for an enhanced or new trail connection between NPS lands and the Farm, along with the Town of Concord, would not be possible within the Town of Concord, MA.

ARTICLE II – Legal Authority:

Authorities for entering into this Agreement are contained within the National Park Service Organic Act 54 U.S.C. 100101. Other applicable laws are listed below in this Article II and included throughout this Agreement.

54 U.S.C. §100101 et seq Establishment, Directors and other employees. The NPS Organic Act directs the Secretary of the Interior to promote and regulate national Park System lands by such means and measures as to conform to the fundamental purpose of such lands, namely conservation of the scenery and natural and historic objects and wildlife therein, and to provide for the enjoyment of these resources in a manner and by such means as will leave them unimpaired for the enjoyment of future generations.

ARTICLE III – Responsibilities and Understandings of the Parties:

The Parties agree as follows to perform the functions specified below in accordance with the provisions of this Agreement. Each party shall be responsible for its own expenses incurred under this Agreement, and nothing contained herein shall be interpreted as obligating any payment by the NPS for goods or services provided by Thoreau Farm.

A. For the term of this Agreement NPS agrees to:

1. Authorize NPS employees to undertake the following activities to support the efforts of this relationship:
 - i. Participate in planning meetings to discuss proposed trail enhancement and/or new trail connection between NPS lands and Thoreau Farm.
 - ii. Provide feedback to the Farm regarding the processes needed to move forward with potential partnerships related to the development of proposed trail enhancement and/or new trail connection(s) located on and off NPS lands.
 - iii. Participate in public meetings related to a proposed trail enhancement and/or new trail connection and recreational related opportunities that would benefit both NPS and Thoreau Farm visitors. This will also include the opportunity to connect with The Wayside-Home of Authors.
 - iv. Participate in meetings with other entities, along with the Farm, to support the development of a proposed trail enhancement and/or new trail connection located on and off NPS lands.
2. Review and approve or deny all proposed third-party agreements of a material nature submitted to NPS.
3. Consider applications from Thoreau Farm for Special Use Permits (SUP) to authorize activities that are appropriate under NPS policy.
4. Implement the goals specific to the NPS described in Article 1 above to include the exploration of the possible creation of a new trail connection between NPS and Thoreau Farm land via Town of Concord property.

B. For the Term of this Agreement the Farm agrees to:

1. Comply with the terms of applicable laws, regulations, and Government policies.
2. Obtain a SUP or other appropriate approvals prior to undertaking activities in the Park such as surveys or assessments.
3. Work collaboratively with the NPS and, as appropriate, outside entities towards exploring a proposed trail enhancement and/or new trail connection where there is the potential of crossing Town land adjacent to NPS lands.
4. Communicate with the NPS if at any time the Farm no longer desires to explore further trail enhancement and/or new trail connection that would involve Thoreau Farm lands and NPS lands.
5. Implement the goals specific to Thoreau Farm described above in Article I above to include the exploration of the possible creation of a new trail connection between NPS and Thoreau Farm land via Town of Concord property.

C. For the Term of this Agreement NPS and the Farm jointly agree to:

1. Participate in regular meetings, to foster close cooperation on agreement implementation.
2. Make a good faith effort to achieve the following specified goal and objectives during the term of this Agreement:
 - i. Discuss opportunities for a viable and sustainable trail enhancement and/or new trail connection that connect lands managed by the Farm and the NPS.
 - ii. Work collaboratively through the required compliance and public engagement

- process to identify trail enhancements and/or a new trail connection that connect lands managed by the Farm and the NPS that minimize affects to historic resources and natural resources.
- iii. Explore potential funding opportunities to implement approved trail enhancement and/or a new trail connection that connect lands managed by the Farm and the NPS.
 - iv. Identify potential funding opportunities to maintain future implemented trail enhancements and/or a new trail connection that connect lands managed by the Farm and the NPS.
 - v. As appropriate, develop and implement additional agreements to authorize philanthropic efforts to support the above goals and objectives for a potential trail enhancement and/or new trail connections that connect lands managed by the Farm and the NPS, and other entities (as appropriate) per Article III.C(5).
 - vi. Work collaboratively with the Town of Concord on opportunity for trail connection via Town of Concord lands for Thoreau Farm and the NPS.
3. Work together in good faith to resolve differences at the level of the Key Officials listed in this Agreement prior to elevating matters within the Farm or appealing elsewhere within the NPS or federal government.
 4. Make timely decisions on matters necessary to properly implement and administer this Agreement.
 5. Work in good faith to execute other legal instruments as needed in supplement to this Agreement necessary to meet the mutual objectives of the parties. Such agreements may include without limitation Fundraising Agreements, Philanthropic Partnership Agreements, and Cooperative Agreements.

ARTICLE IV – Term of Agreement:

Unless earlier terminated by operation of the terms of this General Agreement, or by agreement of the parties in writing, this General Agreement will run from the date of the final signature for five (5) years unless otherwise terminated earlier according to ARTICLE V – Termination and Expiration.

ARTICLE V – Termination and Expiration:

A. Termination

1. Either party may terminate this Agreement for any reason by giving 90 days written notice. Neither party shall be liable to the other for any costs or claims in the event of termination. Termination will be effective at the end of the 90-day period.

B. Expiration: Five years after the final signature and full execution of the agreement.

ARTICLE VI - Key Officials:

Parties shall address any communication regarding this Agreement to the Key Officials listed in this Article VI. The persons identified below are the “Key Officials” considered to be essential to the successful completion of any work to be performed under this Agreement.

For the NPS:

Minute Man National Historical Park
Simone Monteleone, Superintendent
174 Liberty Street
Concord, MA 01742

For Thoreau Farm:

Thoreau Farm
Rebecca Migdal, Executive Director
P.O. Box 454
Concord, MA 01742

ARTICLE VII – Prior Approval:

The Partner shall obtain prior written approval from NPS before:

1. Holding special events within the Park;
2. Entering into third-party agreements of a material nature;
3. Assigning this Agreement or any part thereof;
4. Constructing any structure or making any improvements within the Park;
5. Releasing any public information that refers to the Department of the Interior, NPS, the Park, any NPS employee (by name or title), this Agreement or the Projects contemplated hereunder. At least two (2) weeks' notice for a request will be provided to the NPS.

ARTICLE VIII – Accounting and Reports:

- A. Annual Work Plan. Prior to February 1 of each year, NPS and the Farm shall jointly develop a written plan (Annual Work Plan) that (1) identifies the projects and programs that the parties agree to undertake in a specific year; (2) specifies the respective roles of NPS and the Farm in carrying out these projects; (3) describes the proposed services the Farm offers to the NPS, if any, in connection with the Identified Projects and/or identifies any funds the parties have agreed to set aside for use in future approved projects and/or programs; (4) identifies NPS' intent, if any, to accept such services to support the Identified Projects; and 5) defines any other considerations in accomplishing the intent of this Agreement. The parties may modify the Annual Work Plan, as appropriate, during the course of the Agreement term by mutual obligations.

ARTICLE IX – Property Utilization:

Intellectual Property: As used herein, "Intellectual Property" means with respect to a party, all trademarks, service marks and corporate and brand identification and indicia, including without limitation word marks, logos and other picture marks, video and audio recordings, phrases, composite marks, institutional images, look and feel, images of such party's employees, taglines, and

web content, in each case, to the extent owned by such party, whether or not such property is trademarked or registered.

1. Neither party to this Agreement shall use any Intellectual Property (as herein described) of the other party for any purpose (including, without limitation, for collateral marketing, outreach, advertising, or as trade names or internet domain names) without the prior written consent of such other party, which consent may be withheld in such other party's sole discretion. All uses by one party of the other party's Intellectual Property shall be in accordance with any requirements and/or quality control standards (including, without limitation copyright and trademark notices) on which the consenting party may condition such consent or may promulgate from time to time by notice to the other party. A party retains all rights with respect to its Intellectual Property that are not specifically granted to the other party. Each party may, in its sole discretion, withdraw its consent to any use of its Intellectual Property by the other party on five (5) business days' notice to such other party. Each party retains the right to concurrently use, and license others to use, its Intellectual Property anywhere in connection with any purpose.
2. Each party agrees that it shall not acquire and shall not claim rights in or title to any Intellectual Property of the other party.

ARTICLE X – General Provisions:

- A. Non-Discrimination: All activities pursuant to or in association with this Agreement shall be conducted without discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex, as well as in compliance with the requirements of any applicable federal laws, regulations, or policies prohibiting such discrimination.
- B. NPS Appropriations: Pursuant to 31 U.S.C. § 1341, nothing contained in this Agreement shall be construed to obligate NPS, the Department, or the United States of America to any current or future expenditure of funds in advance of the availability of appropriations from Congress and their administrative allocation for the purposes of this Agreement, nor does this Agreement obligate NPS, the Department, or the United States of America to spend funds on any particular project or purpose, even if funds are available.
- C. Member of Congress: Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
- D. Drug Free Workplace Act: The Farm certifies that comprehensive actions will be taken to ensure the workplace is drug-free.
- E. Third Parties Not to Benefit: This Agreement does not grant rights or benefits of any nature to any third party.
- F. Assignment, Binding Effect: Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The parties waive the defense of lack of consideration.

- G. Non-exclusive: This Agreement in no way restricts the parties from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
- H. Compliance with Applicable Laws: This Agreement and performance hereunder is subject to all applicable laws, regulations and government policies, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as (i) in any way impairing the authority of the NPS to supervise, regulate, and administer its property under applicable laws, regulations, and management plans or policies as they may be modified from time-to-time or (ii) inconsistent with or contrary to the purpose or intent of any Act of Congress.
- I. Disclaimers of Government Endorsement: The Farm will not publicize or circulate materials (such as advertisements, solicitations, brochures, press releases, speeches, pictures, movies, articles, manuscripts, or other publications), suggesting, expressly or implicitly, that the that the United States of America, the Department, NPS, or any government employee endorses any business, brands, goods or services.
- J. Public Release of Information: Thoreau Farm must obtain prior written approval through the NPS Key Official (or his or her designate) for any public information releases (including advertisements, solicitations, brochures, and press releases) that refer to the Department of the Interior, any bureau, park unit, or employee (by name or title), or to this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted with the request for approval. The NPS will make a good-faith effort to expeditiously respond to such requests.
- K. Merger: This Agreement, including any attachments hereto, and/or documents incorporated by reference herein, contains the sole and entire agreement of the Farm.
- L. Modification: This Agreement may be extended, renewed, or amended only when agreed to in writing by the NPS and the Farm.
- M. Waiver: Failure to enforce any provision of this Agreement by either party shall not constitute waiver of that provision. Waivers must be express and evidenced in writing.
- N. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument.
- O. Agency: The Farm is not an agent or representative of the United States, the DOI, or the NPS, nor will the non-Federal entity represent itself as such to third parties.
- P. Survival: Any and all provisions that, by themselves or their nature, are reasonably expected to be performed after the expiration or earlier termination of this Agreement shall survive and be enforceable after the expiration or earlier termination of this Agreement. Any and all liabilities, actual or contingent, that have arisen during the term of this

Agreement and in connection with this Agreement shall survive expiration or termination of this Agreement.

- Q. Partial Invalidity: If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- R. Captions and Headings: The captions, headings, article numbers, and paragraph numbers and letters appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provisions of this Agreement nor in any way affecting this Agreement.

ARTICLE XII – Attachments: N/A

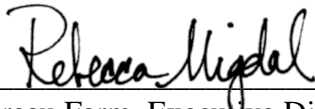
ARTICLE XIII – Signatures:

IN WITNESS HEREOF, the parties hereto have signed their names and executed this Agreement.

SIMONE MONTELEONE

Digitally signed by SIMONE MONTELEONE
Date: 2023.02.03 10:45:37 -05'00'

Park Superintendent, Minute Man National Historical Park



Digitally signed by Rebecca Migdal
Date: 2023.04.05 9:57AM

Thoreau Farm, Executive Director



Digitally signed by KIRSTEN TALKEN-SPAULDING
Date: 2023.03.31 12:26:00 -04'00'

Deputy Regional Director, Interior Region 1, National Park Service

**PHILANTHROPIC PARTNERSHIP AGREEMENT
BETWEEN
THE U.S. DEPARTMENT OF INTERIOR,
NATIONAL PARK SERVICE,
MINUTE MAN NATIONAL HISTORICAL PARK
AND
THOREAU FARM, CONCORD, MASSACHUSETTS**

This **Philanthropic Partnership Agreement** (this “Agreement”) is entered into between the National Park Service (the “NPS”), a Bureau of the U.S. Department of the Interior (the “DOI”), and Thoreau Farm Trust, Inc. (the “Partner”), each individually a Party, and collectively referred to in this Agreement as the “Parties”, to provide the legal and policy framework supporting the achievement of mutual goals and funding needs at Minute Man National Historical Park (the “Park”).

The NPS recognizes private philanthropy as both a noble tradition for establishment and support of national parks and a vital element of the success of today’s National Park System. A number of national parks exist because motivated citizens contributed time, talent, and funds to create them. Gifts of land or easements have helped establish or enlarge many parks. Donated artifacts enrich park stories in visitor centers and museums across the nation. Philanthropic support helps fund trail improvements, park improvements, youth programs, interpretation, site and species recovery, and other critical park functions. Philanthropy offers people opportunities to participate actively in the creation and care of their national parks in the 21st century. The NPS embraces philanthropic support as a key strategy for stewardship of the parks and programs entrusted to our care. The NPS and partners promote partnerships as a way to accomplish mutual goals, leverage resources, increase productivity and collective competencies, and nurture a supportive and collaborative culture for the benefit of parks and the public.

I. Background

The NPS is charged with the responsibility to administer the National Park System of the United States, which contains areas and programs reflecting the natural, cultural, and historical heritage of the Nation. The NPS mission is to preserve and manage these areas and programs for the benefit and inspiration of all the people of the United States, and to cooperate with partners to extend the benefits of natural and cultural resource conservation and outdoor recreation throughout this country and the world.

- Minute Man National Historical Park is a unit of the National Park Service, United States Department of the Interior, and was established by Public Law 86-321 in 1959. After completion of the Park’s General Management Plan in 1991, Public

Law 102-488 (1992) which is excerpted below, the Park broadened its strategic mission and expanded the Park boundary, especially along Battle Road.

The purpose of the park shall include the preservation and interpretation of (1) the historic landscape along the road between Lexington and Concord, (2) sites associated with the causes and consequences of the American Revolution, and (3) the Wayside on Lexington Road in Concord, the home of Nathaniel Hawthorne, Bronson Alcott, Louisa May Alcott, and Margaret Sidney, whose work illustrate the nineteenth century American literature renaissance.” Public Law 102-488, October 24, 1992.

- Thoreau Farm is the birthplace of Henry David Thoreau, a significant 19th century American author who, together with his contemporaries Nathaniel Hawthorne and Louisa May Alcott, was a key contributor to the Transcendentalist movement in America. It is located outside the northern boundary of the Park’s Battle Road unit and is a cultural site destination in the Concord area. Thoreau Farm is owned by the Thoreau Farm Trust.
- The Thoreau Farm Trust is a nonprofit 501(c)(3) organization committed to preserving Thoreau Farm and promoting Thoreau’s extraordinary insights into life, nature, and social responsibility. It offers educational programs and presents his birthplace and the surrounding landscape as a source of inspiration for living deliberately, practicing simplicity, and exploring new ideas for positive change. Thoreau is a touchstone for both historians and naturalists and his birthplace provides an ideal location for a trail connection.
- This Agreement is intended to formalize a relationship between the NPS and the Partner to raise funds and undertake a project effort in support of connecting Thoreau Farm with Minute Man National Historical Park through a multi-use trail.
- The Park and the Partner entered into General Agreement No. MIMA 2023-01 on April 5, 2023 (“General Agreement”), to coordinate and plan efforts to enhance trail connections between the two sites. The Town of Concord has also agreed to cooperate, support, and engage in efforts to develop a viable trail connection (Agreement No. MIMA 2023-02).

II. Legal Authority

The NPS enters into this Agreement pursuant to [54 U.S.C. § 100101](#) (the NPS Organic Act), which authorizes the NPS to take actions in furtherance of the NPS mission; [54 U.S.C. § 101101](#), which authorizes the NPS to accept donations and bequests of money or other personal property; and [54 U.S.C §101701](#), which

authorizes the Secretary to enter into agreements with individuals and entities to share costs and services in support of NPS projects.

The Partner enters into this Agreement as a nonprofit organization under the Mass. Gen. Laws ch.12, §§ 8-8N and subject to Massachusetts law regulating the solicitation of charitable contributions.

III. Responsibilities of the Parties

Without limiting the terms and conditions of the General Agreement and subject to the terms and conditions set forth in this Agreement:

A. **Joint Responsibilities of the NPS and the Farm (Partner)**. The NPS and the Partner shall:

1. Establish and maintain a collaborative relationship with the Partner to accomplish mutually identified goals and to implement philanthropically supported projects related to a connection between Thoreau Farm and Minute Man National Historical Park.
2. Expedite decisions and agreements considered vital to the Parties' mutual goals. Resolve any issues that arise as expeditiously as possible. Work together in good faith to resolve differences at the organizational level of the Key Officials listed in this Agreement prior to elevating matters within the Partner's organization or appealing elsewhere within the NPS or the federal government.
3. Promote and utilize best practices relating to philanthropy and donor appreciation in all activities related to this Agreement, such as those expressed within NPS Director's Order #21 on Donations and Philanthropic Partnerships (DO#21), the DO#21 Reference Manual and the Donor's Bill of Rights. The Donor's Bill of Rights can be found online.
4. Work together to encourage community relevance and engagement in shared stewardship of the Park.
5. Work collaboratively for mutual development of philanthropic competencies and skills, including participation in training offered by the NPS or other organizations with philanthropic expertise. Other resources can be found in RM-21, Appendix C, Resources for Partnerships and Agreements.
6. Submit materials that are intended for public distribution and that refer to the other Party or to the partnership or associated agreements, to the

other Party for advance review and approval. This review is to ensure that information in all materials for public distribution is accurate, does not commit any Party to an inappropriate action or funding, and does not lead to false expectations for prospective donors or misrepresent NPS policy or Partner Bylaws.

- a. Donation solicitation and publicity materials must receive advance review and approval by all Parties. Other materials that should receive this review include website and social media information, press releases, and brochures for all Parties where the material references the partnership. Internal communications within the Park or Partner are not subject to this review.
 - b. The Parties may develop standard language that does not require approval beyond the initial approval. Where standard language has not been developed, the Parties will use best efforts to review, approve, or deny such materials within 10 business days of receipt. Each Party agrees that failure on its part to meet the 10-day target will serve as an automatic approval of that proposed language.
7. Agree that the Park’s superintendent (“Superintendent”) or his/her designee, shall serve as a liaison to the Partner’s Board of Directors.
 8. Jointly review proposed donations of funds and in-kind goods and services that are intended to be provided to the NPS to ensure that they meet NPS needs, requirements and specifications. These reviews should include the standards identified in DO#21 Section 5 (Donor Review). Work collaboratively to implement and follow the NPS/Partner’s Donor Review Process (Attachment B).
 9. Follow NPS donor recognition guidelines, and implement a jointly-developed NPS/ Partner Donor Recognition Plan or a Partner Donor Recognition Plan that has been developed in alignment with the Park’s Donor Recognition Plan (Attachment C) (See RM-21, Chapter 8 for more information).
 10. Collaborate on any required approvals or permits before undertaking in-Park activities associated with this Agreement (please see 36 CFR 2.50 [Special Events] and 36 CFR 7 [Special Regulations] and Director’s Order#53 and RM-53 .
 11. Agree that the NPS Partner is authorized to raise funds for specific projects as specified in the Annual Work Plan (as defined in Article IV of this agreement). If the Philanthropic Partner intends to conduct a cause marketing campaign, or a campaign associated with a Partner

Design and Construction Agreement, other requirements and separate agreements will apply (please see RM-21, Chapters 4 & 6).

12. Agree that NPS Partners which are nonprofit organizations are authorized to raise funds for internal administrative needs (such as staff salaries/benefits, office space and utilities, development of marketing materials, equipment/supply purchases, etc.) that messaging associated with such fundraising will not imply those funds directly support the NPS.
13. Work together to encourage community relevance and engagement in shared stewardship of the Park.

B. **Responsibilities of the NPS.** The NPS shall:

1. Establish and maintain a collaborative relationship with the Partner with the goal of accomplishing the identified project(s) and encouraging volunteer contributions.
2. Publicly recognize the Partner as an official Park philanthropic partner for the identified project(s) and program(s).
3. Provide the Partner(s) with timely updates on implementing projects and/or programs funded by donors and an annual accounting of how funds donated by the Partner to the Park were expended during the previous fiscal year. The Parties will agree on a format and content for those updates as part of each year's Annual Work Plan.
4. Provide guidance and assistance to the Partner to help the Partner meet the requirements of DO#21 and other laws, regulations and policies that relate to the work of the partnership.
5. Collaborate with the Partner(s) to make the case for and grow awareness of the Park's project and program needs, as well as acknowledging donors in a timely and appropriate manner.

C. **Responsibilities of the Partner(s):** The Partner(s) shall:

1. Establish and maintain a collaborative relationship with the NPS with the goal of accomplishing the PSA-identified project(s) and encouraging volunteer contributions.
2. Be qualified to make, solicit and accept philanthropic contributions under applicable state and federal laws and follow all state/federal

requirements before making, soliciting or accepting such contributions.

3. Conform to industry standards of best practices and ethics related to philanthropic activities and fundraising, as well as applicable local, state and federal government laws and regulations.
4. Comply with the NPS donor vetting process as outlined in DO #21, Section 5.
5. Agree that fundraising consultants or staff, if compensated, are to be paid a salary or flat fee; no payment may be made as commissions or as a percentage of funds raised.
6. Ensure that its Articles of Incorporation or State Operating Agreement (Attachment E), and Bylaws (Attachment F) are consistent with the terms of this Agreement and that its tax-exempt status has been determined by the Internal Revenue Service (Attachment G).
7. Not accept donations for the benefit of the NPS that associates the NPS with tobacco or any illegal or inappropriate products or enterprises. Please see DO#21, Section 6.5, and RM-21, Chapter 6, regarding brand alignment and promotion.
8. Not solicit or accept donations, enter into a cause marketing relationship, or solicit or accept any other contribution of time or services for the benefit of the NPS from NPS concessioners unless the NPS pre-approves the acceptance of such donations in writing.

IV. Annual Work Plan

Subject to the requirements set forth in the General Agreement, the NPS and the Partner agree to commit energy, staff, and resources to goals of mutual interest, as identified in an annual work plan (the “Annual Work Plan”) (Attachment A). Each activity outlined in the Annual Work Pan is described in detail, including NPS guidelines and requirements. The Parties will share mutual interests with respect to the Park and will make good faith efforts to: (1) work together to support and promote awareness and appreciation for the significance of the Park; and (2) pursue mutually-beneficial working relationships with other organizations and institutions that support the goals of this Agreement.

- A. Annual Work Plan: The NPS and the Partner must develop an Annual Work Plan for each year this Agreement is active. The Annual Work Plan lays out the projects and programs that a park and an authorized philanthropic partner agree to work on in a specific year. Each Annual

Work Plan will be in form and substance similar to the form of Annual Work Plan set forth as Attachment A to the Agreement (See also RM-21, Appendix B, for examples and templates). The Annual Work Plan must include:

- a. The projects and programs that the NPS and the Partner agree to work on in the foregoing year; and
- b. Plans for specific fundraising or donor cultivation events and solicitations for direct contributions, including activities and special events to solicit or accept donations in the Park.

B. Feasibility Studies

If, at any point, any single project proposed in an Annual Plan is anticipated to cost \$1 million or more, or, in NPS’s discretion, such project will require the NPS Director’s approval or may attract public scrutiny or controversy, the Parties shall prepare a feasibility study, a form of which is attached hereto as Attachment D (“Feasibility Study”). Feasibility Studies help NPS and the Partner assess the likelihood that a fundraising effort or campaign will be successful. A park or partner may request an exemption to preparing a Feasibility Study (“Exemption Request”), and such Exemption Request will be evaluated by the NPS based on the Partner’s experience and success in fundraising efforts of the proposed size. Exemption Requests shall be submitted to the appropriate authorized employee of NPS (refer to Delegations of Authority table in DO#21 Section 3.1.3). The Park shall confer with the Regional Partnerships Office of the NPS regarding determination of the need for Feasibility Studies and regarding the exemption process. RM-21 contains more information on Feasibility Studies and waiver request procedures.

V. Considerations

A. Property Utilization

Use and/or Occupancy of Government-Owned Property:

In the case of fundraising or other events to be held on Park property, the Partner(s) will secure a Special Use Permit from the Park and ensure compliance with all visitor safety, resource protection, and event guidelines.

B. Intellectual Property

If any activity of either Party in connection with this Agreement results in or is expected to result in the creation of intellectual property or donation of any intellectual property rights, or if the Partner or the NPS needs a license to any intellectual property rights of the other Party (including permission to link to the other Party's website) in order to fulfill its obligations under this Agreement, the Parties shall abide by the terms set forth in Attachment J to this Agreement ("Intellectual Property Attachment"). The NPS shall not use any intellectual property of the Partner unless the Partner authorizes such use in accordance with the Intellectual Property Attachment. The Partner shall not use any intellectual property of the United States of America, including but not limited to logos, trademarks, service marks, brand identifications, images of NPS employees in uniform, taglines, words, names, symbols, or any combination thereof, used to identify the NPS and/or any individual Park(s), unless the NPS authorizes such use in accordance with NPS policy and the Intellectual Property Attachment.

VI. Term

Unless earlier terminated in accordance with Article VII A, this Agreement shall remain in effect for a period of five (5) years beginning on the date the last signature is affixed. This Agreement may be extended by the mutual written agreement of the Parties prior to expiration.

VII. Termination and Disposition of Assets

A. Termination

1. Any Party may terminate this Agreement for any reason by giving advance written notice to the other Party. Termination shall be effective sixty (60) calendar days from the date of receipt of the notice, or upon the termination date specific in the notice, whichever is later.
2. Either Party may immediately terminate this Agreement for a material breach of this Agreement by the other Party. In this event, this Agreement shall terminate upon the breaching party's receipt of a written Notice of Termination for Breach. Alternatively, the non-breaching Party may provide the breaching Party with an opportunity to cure the breach by a date specified in a Cure Letter. If the breach is not cured to the satisfaction of the non-breaching Party by the specified date, this Agreement will terminate upon the breaching Party's receipt of a Notice of Termination for Breach.
3. Unless expressly provided for in this Agreement or related agreements, neither Party shall be liable for any costs, damages, or other claims that result directly or indirectly from termination of this Agreement. All other rights and claims of the Parties shall be preserved.

B. Disposition of Assets Upon Termination

Upon the termination or expiration of this Agreement or cessation of the operations of the Partner for any reason, and subject to the applicable laws pertaining to the state in which the Partner was incorporated, those funds held “for the benefit of the NPS” (as defined within Article X item G), including all interest and earnings thereon and all in-kind contributions held “for the benefit of the NPS, shall be transferred to the NPS or to a third-party deemed acceptable by the NPS (under such terms and conditions as are deemed acceptable by the NPS and authorized in writing) for use consistent with the purposes for which the donations were made. Nothing herein shall prevent the Partner from satisfying allowable outstanding obligations and legal requirements reasonably incurred in association with this Agreement prior to the termination or expiration of this Agreement.

VIII Insurance

- A. In accordance with nonprofit and business best practice, the Partner should take steps to manage exposure to risk. Organizations should develop a risk management plan that protects board members, the organization, employees and clients from potential liability. The Partner should acquire appropriate industry-standard insurance coverage for the type and level of activities and liability exposures associated with this Agreement. The NPS will generally require the Partner to carry commercial general liability insurance to hold activities and events in a park under a special park use permit, however, the NPS may condition that permission upon the Partner acquiring additional insurance that is acceptable to the NPS. Public sector agencies that are self-insured should include language regarding liability coverage in this agreement.
- B. Where the Partner has acquired insurance, the DOI and the NPS shall be listed as additional insureds. The insurance policy or policies shall specify that the insurer shall have no right of subrogation against the United States and shall have no recourse against the United States for payments of any premiums or deductibles due thereunder. The NPS will not be responsible for any omissions or inadequacies of any insurance coverage and amounts in the event that the insurance purchased by the Partner is inadequate or otherwise insufficient for any reason whatsoever.
- C. The NPS reserves the right to file insurance claims on its own behalf or to require the transfer of insurance proceeds from the Partner to the NPS where, in the NPS’s judgment, the NPS will undertake remedial work for which the claim is paid.

IX. Liability and Indemnification

The Partner shall indemnify, defend and hold harmless the United States of America and its agents and employees from and against any and all liabilities, obligations, losses, damages, judgments, claims, actions, suits, penalties, fines, costs and expenses (including reasonable attorneys' fees and experts' fees) of any kind and nature whatsoever arising out of the acts or omissions of the Partner, its employees, agents or contractors (including any contractor's subcontractors) under this agreement, including injury to persons (including injury resulting in death) and damage to property. The Partner shall promptly pay the United States of America the full value of all damages to the lands or other property of the United States of America caused by the Partner, its employees, agents, representatives, or contractors (including any contractor's subcontractors) or, as agreed to by the Parties, shall undertake the remedial work to repair or replace the damaged lands or property. The Partner will cooperate with the NPS in the investigation and defense of any claims that may be filed with the NPS arising out of the activities of the Partner, its employees, agents, representatives, or contractors (including any contractor's subcontractors). Nothing in this Section is intended to prevent the Partner from seeking a judicial determination of whether its actions, or those of its employees, agents, representatives, or contractors (including any contractor's subcontractor) caused the matter for which the United States of America requests indemnification.

To the extent authorized by applicable federal law, including the Federal Tort Claims Act, codified as amended primarily at 28 U.S.C. §§ 2671-80 (2015), the NPS will be liable for the negligent or wrongful acts or omissions of its officers or employees while acting within the scope of their office or employment. The NPS's commitment to pay any lawful obligation or liability incurred by the NPS under this agreement is backed by the full faith and credit of the United States.

X. Financial Matters

- A. In General. The Partner shall maintain proper financial management procedures, accounting records and reporting under a system of accounts and financial controls that is consistent with Generally Accepted Accounting Principles of the United States (GAAP), established by the Financial Accounting Standards Board (FASB). The NPS shall maintain proper financial management procedures, accounting records, and reporting under a system of accounts and financial controls that is consistent with Federal Accounting Standards, established by the Federal Accounting Standards Advisory Board (FASAB).
- B. Right of Inspection and Audit. Upon reasonable advance notice, the Partner shall permit the DOI or its designee, including the NPS Comptroller and Office of the Inspector General (OIG), to, upon reasonable request, verify and audit any financial audit or records from the books, correspondence, memoranda and other records of a Partner relating to this Agreement or any other agreement executed in connection herewith, during the term of this Agreement and for such time thereafter as may be necessary to accomplish such verification. The Partner agrees to take reasonable and appropriate corrective action based on such audit findings.
- C. NPS Management of Donated Funds. The NPS will maintain proper internal controls as required by the Office of Management and Budget's (OMB) Circular A-123 to ensure proper handling and expenditure of donated funds provided by the Partner. In addition to any reporting or review specified in the Annual Work Plan, the NPS will meet with the Partner annually to discuss how the NPS expended funds donated by the Partner during the previous fiscal year. If a Partner has concerns about expenditure of donated funds during the term of this Agreement and for such time thereafter as may be necessary to accomplish such verification, The Partner can fund an audit of the Park's donation accounts and records. The NPS agrees to take reasonable and appropriate corrective action based on such audit findings.
- D. Provision of Certain Information. By August 31st of each calendar year, the Partner shall provide the NPS an annual report of aid and a short narrative. For Partners with tax-exempt status, the Partner shall also provide the NPS with a copy of its IRS Form 990 and any amendments thereto. The Partner will submit annual reporting information via the NPS Partnership Portal when it goes online.

- E. Threshold for Audit. In any given year where a Partner raises between \$500,000 and \$1 million for the benefit of the NPS, they will undertake an annual financial review and provide a copy to the NPS. In any given year where a Partner raises \$1 million or more for the benefit of the NPS, they will undertake a financial audit and furnish a copy to the NPS. Such reviews or audits will be prepared by an independent certified public accountant (CPA) in conformance with GAAP. The Partner agrees to take appropriate corrective action based on review or audit findings. The review or audit shall be provided to the Superintendent of the affected Park Unit within 9 months of the end of the Partner’s fiscal year.
- F. Establishment of Endowment or Investment Accounts. The NPS and the Partner shall mutually determine the need for an Endowment Account and/or Investment Account, where the account will be established for the benefit of the NPS. If such a need is identified, the Parties shall execute and abide by the terms of the Standard Form Endowment and Investment Account Agreement (EIAA), which describes the use, terms and conditions applicable to such accounts. If executed, the EIAA will be attached as a sub-agreement to this Agreement (Attachment K). For purposes of this Agreement, the terms “Endowment Account” and “Investment Account” are defined in the EIAA.
- G. Definition of “For the Benefit of the NPS”: “For the benefit of the NPS” means donations of money (including interest and earnings thereon) and / or in-kind donations (“Donations”) that were solicited for the express or implied purpose of using them, whether in whole or in part, to support the NPS, or NPS’s projects, programs or resources, and for the avoidance of doubt, shall not include donations solicited by the Partner in connection with projects, programs or resources that are unrelated to the Park and the subject matter of this Agreement.

XI. Key Officials and Notices

- A. Key Officials. Each Party shall designate one or more key personnel to be responsible for coordination and communication between the Partner and the NPS in connection with the activities to be performed pursuant to this Agreement (each a “Key Official”, and collectively, the “Key Officials”). Upon written notice to the other Party, either Party may designate an alternate or liaison to act in the place of the designated Key Official, or designate a new Key Official.

For NPS:

Name: Simone Monteleone
Title: Superintendent
Address: 174 Liberty Street
Concord, MA 01742
Phone: 978-318-7811
E-mail: simone_monteleone@nps.gov

For Partner:

Name: Rebecca Migdal
Title: Executive Director
Address: P.O. Box 454, Concord,
MA 01742
Phone: 781-413-7348
E-mail: rebecca@thoreaufarm.org

B. Notices. Notices from one Party to the other Party with respect to this Agreement shall be in writing and delivered by mail, personal delivery, electronic delivery or other appropriate means, to the first listed Key Official of the other Party at the address or contact number indicated above, or at such other address or contact number for such Key Official as may be provided by the other Party from time to time, and shall be considered to have been delivered upon receipt at the specified address of such Key Official or such other person as mutually agreed by the Parties.

XII. Standard Clauses.

A. Non-Discrimination. All activities pursuant to or in association with this Agreement shall be conducted without discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex, as well as in compliance with the requirements of any applicable federal laws, regulations, or policies prohibiting such discrimination.

B. NPS Appropriations. Pursuant to 31 U.S.C. § 1341, nothing contained in this Agreement shall be construed to obligate the NPS, the Department of the Interior, or the United States to any current or future expenditure of funds in advance of the availability of appropriations from Congress and their administrative allocation for the purposes of this Agreement, nor does this Agreement obligate the NPS, the Department of the Interior, or the United States to spend funds on any particular project or purpose, even if funds are available.

C. Limitations on Lobbying. To the extent that the Partner commits in this agreement or any related agreement to raise funds from non-federal sources for a particular purpose or project to benefit the NPS, the Partner agrees that it will not lobby for or otherwise seek the appropriation of funds from Congress to meet that commitment. The Partner may not use any appropriated funds (including property, utilities, or services acquired with, or supported by, Congressionally-appropriated funds) to lobby or attempt to influence Congress or any official of any government.

D. Compliance with Applicable Laws. This Agreement and performance hereunder are subject to all Laws whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed in any way as impairing the authority of the NPS to: (i) supervise, regulate, and administer its property under Laws and management plans or policies as they may be modified from time-to-time; or, (ii) be inconsistent with, or contrary to, the purpose or intent of any Act of Congress.

E. Disclaimers of Endorsement. The Partner shall not publicize or circulate any materials (including advertisements, solicitations, brochures, press releases, speeches, pictures, movies, articles, manuscripts, or other publications) suggesting, expressly or implicitly, that the United States of America, the Department of the Interior, NPS, or any government employee endorses any business, brands, goods or services.

F. Merger. This Agreement, together with each Annual Work Plan and the General Agreement, contains all the terms and conditions agreed to by the Parties, and supersedes any prior agreements between the Parties, with respect to the subject matter hereof.

- G. Modifications. This Agreement may be extended, renewed, supplemented or amended only when agreed to in writing by the NPS and the Partner.
- H. Waiver. No waiver of any provisions of this Agreement shall be effective unless made in writing and signed by the waiving Party. No waiver of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.
- I. Assignment; Binding Effect. Neither Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. The Parties waive the defense of lack of consideration.
- J. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a Party by facsimile or electronic transmission) as against the Party signing such counterpart, but which together shall constitute one and the same instrument.
- K. Member of Congress. Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
- L. No Agency. The Partner is not an agent or representative of the United States, the Department of the Interior, or the NPS, nor will the Partner represent itself as such to third parties. NPS employees, representatives of the United States and the Department of the Interior are not agents of the Partner and will not represent themselves as such to third parties. Nothing in this Agreement shall at any time be construed so as to create the relationship of employer and employee, principal and agent, general or limited partnership or joint venture as between the Partner and the NPS.
- M. Non-Exclusive Agreement. This Agreement in no way restricts either the NPS or the Partner from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
- N. No Third-Party Beneficiaries. Unless expressly stated herein, nothing in this Agreement is intended to grant any legally enforceable rights or provide any benefits to any third party.
- O. Survival. The terms of this Agreement that by their nature are reasonably intended by the Parties to survive expiration or termination shall survive expiration or termination of this Agreement.

P. Partial Invalidity. If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the Parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by Laws.

XIV. Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date the last signature is affixed.

NATIONAL PARK SERVICE

By: Simone Monteleone

Name: Simone Monteleone Date: 1/19/2024

Title: Superintendent

By: _____

Name: Gay Vietzke Date: 3/11/24

Title: Regional Director

Thoreau Farm

By: Rebecca Migdal

Name: Rebecca Migdal Date: 3/19/24

Title: Executive Director

APPENDIX I -- Table: Delegations of Authority for Authorized Employees

ATTACHMENTS

Attachment A – Annual Work Plan

Check if included at the time of execution of this Agreement []

Attachment B - Donor Review Process

Attachment C - Donor Recognition Plan(s)

Check if included at the time of execution of this Agreement []

Attachment D - Feasibility Study

Check if applicable [] and included at the time of execution of this Agreement []

Attachment E - Philanthropic Partner(s) Articles of Incorporation or State Operating Agreement

Attachment F - Philanthropic Partner(s) By-laws

Attachment G – Philanthropic Partner(s) IRS Tax-Exemption Determination Letter

Attachment I – Property Use Agreement

Check if applicable [] and included at the time of execution of this Agreement []

Attachment J – Intellectual Property Attachment []

Attachment K – Standard Form Endowment and Investment Account Agreement

Check if applicable [] and included at the time of execution of this Agreement []

**PHILANTHROPIC PARTNERSHIP AGREEMENT
BETWEEN
THE U.S. DEPARTMENT OF INTERIOR,
NATIONAL PARK SERVICE,
MINUTE MAN NATIONAL HISTORICAL PARK
AND
THOREAU FARM, CONCORD, MASSACHUSETTS**

This **Philanthropic Partnership Agreement** (this “Agreement”) is entered into between the National Park Service (the “NPS”), a Bureau of the U.S. Department of the Interior (the “DOI”), and Thoreau Farm Trust, Inc. (the “Partner”), each individually a Party, and collectively referred to in this Agreement as the “Parties”, to provide the legal and policy framework supporting the achievement of mutual goals and funding needs at Minute Man National Historical Park (the “Park”).

The NPS recognizes private philanthropy as both a noble tradition for establishment and support of national parks and a vital element of the success of today’s National Park System. A number of national parks exist because motivated citizens contributed time, talent, and funds to create them. Gifts of land or easements have helped establish or enlarge many parks. Donated artifacts enrich park stories in visitor centers and museums across the nation. Philanthropic support helps fund trail improvements, park improvements, youth programs, interpretation, site and species recovery, and other critical park functions. Philanthropy offers people opportunities to participate actively in the creation and care of their national parks in the 21st century. The NPS embraces philanthropic support as a key strategy for stewardship of the parks and programs entrusted to our care. The NPS and partners promote partnerships as a way to accomplish mutual goals, leverage resources, increase productivity and collective competencies, and nurture a supportive and collaborative culture for the benefit of parks and the public.

I. Background

The NPS is charged with the responsibility to administer the National Park System of the United States, which contains areas and programs reflecting the natural, cultural, and historical heritage of the Nation. The NPS mission is to preserve and manage these areas and programs for the benefit and inspiration of all the people of the United States, and to cooperate with partners to extend the benefits of natural and cultural resource conservation and outdoor recreation throughout this country and the world.

- Minute Man National Historical Park is a unit of the National Park Service, United States Department of the Interior, and was established by Public Law 86-321 in 1959. After completion of the Park’s General Management Plan in 1991, Public

Law 102-488 (1992) which is excerpted below, the Park broadened its strategic mission and expanded the Park boundary, especially along Battle Road.

The purpose of the park shall include the preservation and interpretation of (1) the historic landscape along the road between Lexington and Concord, (2) sites associated with the causes and consequences of the American Revolution, and (3) the Wayside on Lexington Road in Concord, the home of Nathaniel Hawthorne, Bronson Alcott, Louisa May Alcott, and Margaret Sidney, whose work illustrate the nineteenth century American literature renaissance.” Public Law 102-488, October 24, 1992.

- Thoreau Farm is the birthplace of Henry David Thoreau, a significant 19th century American author who, together with his contemporaries Nathaniel Hawthorne and Louisa May Alcott, was a key contributor to the Transcendentalist movement in America. It is located outside the northern boundary of the Park’s Battle Road unit and is a cultural site destination in the Concord area. Thoreau Farm is owned by the Thoreau Farm Trust.
- The Thoreau Farm Trust is a nonprofit 501(c)(3) organization committed to preserving Thoreau Farm and promoting Thoreau’s extraordinary insights into life, nature, and social responsibility. It offers educational programs and presents his birthplace and the surrounding landscape as a source of inspiration for living deliberately, practicing simplicity, and exploring new ideas for positive change. Thoreau is a touchstone for both historians and naturalists and his birthplace provides an ideal location for a trail connection.
- This Agreement is intended to formalize a relationship between the NPS and the Partner to raise funds and undertake a project effort in support of connecting Thoreau Farm with Minute Man National Historical Park through a multi-use trail.
- The Park and the Partner entered into General Agreement No. MIMA 2023-01 on April 5, 2023 (“General Agreement”), to coordinate and plan efforts to enhance trail connections between the two sites. The Town of Concord has also agreed to cooperate, support, and engage in efforts to develop a viable trail connection (Agreement No. MIMA 2023-02).

II. Legal Authority

The NPS enters into this Agreement pursuant to [54 U.S.C. § 100101](#) (the NPS Organic Act), which authorizes the NPS to take actions in furtherance of the NPS mission; [54 U.S.C. § 101101](#), which authorizes the NPS to accept donations and bequests of money or other personal property; and [54 U.S.C §101701](#), which

authorizes the Secretary to enter into agreements with individuals and entities to share costs and services in support of NPS projects.

The Partner enters into this Agreement as a nonprofit organization under the Mass. Gen. Laws ch.12, §§ 8-8N and subject to Massachusetts law regulating the solicitation of charitable contributions.

III. Responsibilities of the Parties

Without limiting the terms and conditions of the General Agreement and subject to the terms and conditions set forth in this Agreement:

- A. **Joint Responsibilities of the NPS and the Farm (Partner)**. The NPS and the Partner shall:
1. Establish and maintain a collaborative relationship with the Partner to accomplish mutually identified goals and to implement philanthropically supported projects related to a connection between Thoreau Farm and Minute Man National Historical Park.
 2. Expedite decisions and agreements considered vital to the Parties' mutual goals. Resolve any issues that arise as expeditiously as possible. Work together in good faith to resolve differences at the organizational level of the Key Officials listed in this Agreement prior to elevating matters within the Partner's organization or appealing elsewhere within the NPS or the federal government.
 3. Promote and utilize best practices relating to philanthropy and donor appreciation in all activities related to this Agreement, such as those expressed within NPS Director's Order #21 on Donations and Philanthropic Partnerships (DO#21), the DO#21 Reference Manual and the Donor's Bill of Rights. The Donor's Bill of Rights can be found online.
 4. Work together to encourage community relevance and engagement in shared stewardship of the Park.
 5. Work collaboratively for mutual development of philanthropic competencies and skills, including participation in training offered by the NPS or other organizations with philanthropic expertise. Other resources can be found in RM-21, Appendix C, Resources for Partnerships and Agreements.
 6. Submit materials that are intended for public distribution and that refer to the other Party or to the partnership or associated agreements, to the

other Party for advance review and approval. This review is to ensure that information in all materials for public distribution is accurate, does not commit any Party to an inappropriate action or funding, and does not lead to false expectations for prospective donors or misrepresent NPS policy or Partner Bylaws.

- a. Donation solicitation and publicity materials must receive advance review and approval by all Parties. Other materials that should receive this review include website and social media information, press releases, and brochures for all Parties where the material references the partnership. Internal communications within the Park or Partner are not subject to this review.
 - b. The Parties may develop standard language that does not require approval beyond the initial approval. Where standard language has not been developed, the Parties will use best efforts to review, approve, or deny such materials within 10 business days of receipt. Each Party agrees that failure on its part to meet the 10-day target will serve as an automatic approval of that proposed language.
7. Agree that the Park’s superintendent (“Superintendent”) or his/her designee, shall serve as a liaison to the Partner’s Board of Directors.
 8. Jointly review proposed donations of funds and in-kind goods and services that are intended to be provided to the NPS to ensure that they meet NPS needs, requirements and specifications. These reviews should include the standards identified in DO#21 Section 5 (Donor Review). Work collaboratively to implement and follow the NPS/Partner’s Donor Review Process (Attachment B).
 9. Follow NPS donor recognition guidelines, and implement a jointly-developed NPS/ Partner Donor Recognition Plan or a Partner Donor Recognition Plan that has been developed in alignment with the Park’s Donor Recognition Plan (Attachment C) (See RM-21, Chapter 8 for more information).
 10. Collaborate on any required approvals or permits before undertaking in-Park activities associated with this Agreement (please see 36 CFR 2.50 [Special Events] and 36 CFR 7 [Special Regulations] and Director’s Order#53 and RM-53 .
 11. Agree that the NPS Partner is authorized to raise funds for specific projects as specified in the Annual Work Plan (as defined in Article IV of this agreement). If the Philanthropic Partner intends to conduct a cause marketing campaign, or a campaign associated with a Partner

Design and Construction Agreement, other requirements and separate agreements will apply (please see RM-21, Chapters 4 & 6).

12. Agree that NPS Partners which are nonprofit organizations are authorized to raise funds for internal administrative needs (such as staff salaries/benefits, office space and utilities, development of marketing materials, equipment/supply purchases, etc.) that messaging associated with such fundraising will not imply those funds directly support the NPS.
13. Work together to encourage community relevance and engagement in shared stewardship of the Park.

B. **Responsibilities of the NPS.** The NPS shall:

1. Establish and maintain a collaborative relationship with the Partner with the goal of accomplishing the identified project(s) and encouraging volunteer contributions.
2. Publicly recognize the Partner as an official Park philanthropic partner for the identified project(s) and program(s).
3. Provide the Partner(s) with timely updates on implementing projects and/or programs funded by donors and an annual accounting of how funds donated by the Partner to the Park were expended during the previous fiscal year. The Parties will agree on a format and content for those updates as part of each year's Annual Work Plan.
4. Provide guidance and assistance to the Partner to help the Partner meet the requirements of DO#21 and other laws, regulations and policies that relate to the work of the partnership.
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1. Establish and maintain a collaborative relationship with the NPS with the goal of accomplishing the PSA-identified project(s) and encouraging volunteer contributions.
2. Be qualified to make, solicit and accept philanthropic contributions under applicable state and federal laws and follow all state/federal

requirements before making, soliciting or accepting such contributions.

3. Conform to industry standards of best practices and ethics related to philanthropic activities and fundraising, as well as applicable local, state and federal government laws and regulations.
4. Comply with the NPS donor vetting process as outlined in DO #21, Section 5.
5. Agree that fundraising consultants or staff, if compensated, are to be paid a salary or flat fee; no payment may be made as commissions or as a percentage of funds raised.
6. Ensure that its Articles of Incorporation or State Operating Agreement (Attachment E), and Bylaws (Attachment F) are consistent with the terms of this Agreement and that its tax-exempt status has been determined by the Internal Revenue Service (Attachment G).
7. Not accept donations for the benefit of the NPS that associates the NPS with tobacco or any illegal or inappropriate products or enterprises. Please see DO#21, Section 6.5, and RM-21, Chapter 6, regarding brand alignment and promotion.
8. Not solicit or accept donations, enter into a cause marketing relationship, or solicit or accept any other contribution of time or services for the benefit of the NPS from NPS concessioners unless the NPS pre-approves the acceptance of such donations in writing.

IV. Annual Work Plan

Subject to the requirements set forth in the General Agreement, the NPS and the Partner agree to commit energy, staff, and resources to goals of mutual interest, as identified in an annual work plan (the “Annual Work Plan”) (Attachment A). Each activity outlined in the Annual Work Pan is described in detail, including NPS guidelines and requirements. The Parties will share mutual interests with respect to the Park and will make good faith efforts to: (1) work together to support and promote awareness and appreciation for the significance of the Park; and (2) pursue mutually-beneficial working relationships with other organizations and institutions that support the goals of this Agreement.

- A. Annual Work Plan: The NPS and the Partner must develop an Annual Work Plan for each year this Agreement is active. The Annual Work Plan lays out the projects and programs that a park and an authorized philanthropic partner agree to work on in a specific year. Each Annual

Work Plan will be in form and substance similar to the form of Annual Work Plan set forth as Attachment A to the Agreement (See also RM-21, Appendix B, for examples and templates). The Annual Work Plan must include:

- a. The projects and programs that the NPS and the Partner agree to work on in the foregoing year; and
- b. Plans for specific fundraising or donor cultivation events and solicitations for direct contributions, including activities and special events to solicit or accept donations in the Park.

B. Feasibility Studies

If, at any point, any single project proposed in an Annual Plan is anticipated to cost \$1 million or more, or, in NPS’s discretion, such project will require the NPS Director’s approval or may attract public scrutiny or controversy, the Parties shall prepare a feasibility study, a form of which is attached hereto as Attachment D (“Feasibility Study”). Feasibility Studies help NPS and the Partner assess the likelihood that a fundraising effort or campaign will be successful. A park or partner may request an exemption to preparing a Feasibility Study (“Exemption Request”), and such Exemption Request will be evaluated by the NPS based on the Partner’s experience and success in fundraising efforts of the proposed size. Exemption Requests shall be submitted to the appropriate authorized employee of NPS (refer to Delegations of Authority table in DO#21 Section 3.1.3). The Park shall confer with the Regional Partnerships Office of the NPS regarding determination of the need for Feasibility Studies and regarding the exemption process. RM-21 contains more information on Feasibility Studies and waiver request procedures.

V. Considerations

A. Property Utilization

Use and/or Occupancy of Government-Owned Property:

In the case of fundraising or other events to be held on Park property, the Partner(s) will secure a Special Use Permit from the Park and ensure compliance with all visitor safety, resource protection, and event guidelines.

B. Intellectual Property

If any activity of either Party in connection with this Agreement results in or is expected to result in the creation of intellectual property or donation of any intellectual property rights, or if the Partner or the NPS needs a license to any intellectual property rights of the other Party (including permission to link to the other Party's website) in order to fulfill its obligations under this Agreement, the Parties shall abide by the terms set forth in Attachment J to this Agreement ("Intellectual Property Attachment"). The NPS shall not use any intellectual property of the Partner unless the Partner authorizes such use in accordance with the Intellectual Property Attachment. The Partner shall not use any intellectual property of the United States of America, including but not limited to logos, trademarks, service marks, brand identifications, images of NPS employees in uniform, taglines, words, names, symbols, or any combination thereof, used to identify the NPS and/or any individual Park(s), unless the NPS authorizes such use in accordance with NPS policy and the Intellectual Property Attachment.

VI. Term

Unless earlier terminated in accordance with Article VII A, this Agreement shall remain in effect for a period of five (5) years beginning on the date the last signature is affixed. This Agreement may be extended by the mutual written agreement of the Parties prior to expiration.

VII. Termination and Disposition of Assets

A. Termination

1. Any Party may terminate this Agreement for any reason by giving advance written notice to the other Party. Termination shall be effective sixty (60) calendar days from the date of receipt of the notice, or upon the termination date specific in the notice, whichever is later.
2. Either Party may immediately terminate this Agreement for a material breach of this Agreement by the other Party. In this event, this Agreement shall terminate upon the breaching party's receipt of a written Notice of Termination for Breach. Alternatively, the non-breaching Party may provide the breaching Party with an opportunity to cure the breach by a date specified in a Cure Letter. If the breach is not cured to the satisfaction of the non-breaching Party by the specified date, this Agreement will terminate upon the breaching Party's receipt of a Notice of Termination for Breach.
3. Unless expressly provided for in this Agreement or related agreements, neither Party shall be liable for any costs, damages, or other claims that result directly or indirectly from termination of this Agreement. All other rights and claims of the Parties shall be preserved.

B. Disposition of Assets Upon Termination

Upon the termination or expiration of this Agreement or cessation of the operations of the Partner for any reason, and subject to the applicable laws pertaining to the state in which the Partner was incorporated, those funds held “for the benefit of the NPS” (as defined within Article X item G), including all interest and earnings thereon and all in-kind contributions held “for the benefit of the NPS, shall be transferred to the NPS or to a third-party deemed acceptable by the NPS (under such terms and conditions as are deemed acceptable by the NPS and authorized in writing) for use consistent with the purposes for which the donations were made. Nothing herein shall prevent the Partner from satisfying allowable outstanding obligations and legal requirements reasonably incurred in association with this Agreement prior to the termination or expiration of this Agreement.

VIII Insurance

- A. In accordance with nonprofit and business best practice, the Partner should take steps to manage exposure to risk. Organizations should develop a risk management plan that protects board members, the organization, employees and clients from potential liability. The Partner should acquire appropriate industry-standard insurance coverage for the type and level of activities and liability exposures associated with this Agreement. The NPS will generally require the Partner to carry commercial general liability insurance to hold activities and events in a park under a special park use permit, however, the NPS may condition that permission upon the Partner acquiring additional insurance that is acceptable to the NPS. Public sector agencies that are self-insured should include language regarding liability coverage in this agreement.
- B. Where the Partner has acquired insurance, the DOI and the NPS shall be listed as additional insureds. The insurance policy or policies shall specify that the insurer shall have no right of subrogation against the United States and shall have no recourse against the United States for payments of any premiums or deductibles due thereunder. The NPS will not be responsible for any omissions or inadequacies of any insurance coverage and amounts in the event that the insurance purchased by the Partner is inadequate or otherwise insufficient for any reason whatsoever.
- C. The NPS reserves the right to file insurance claims on its own behalf or to require the transfer of insurance proceeds from the Partner to the NPS where, in the NPS’s judgment, the NPS will undertake remedial work for which the claim is paid.

IX. Liability and Indemnification

The Partner shall indemnify, defend and hold harmless the United States of America and its agents and employees from and against any and all liabilities, obligations, losses, damages, judgments, claims, actions, suits, penalties, fines, costs and expenses (including reasonable attorneys' fees and experts' fees) of any kind and nature whatsoever arising out of the acts or omissions of the Partner, its employees, agents or contractors (including any contractor's subcontractors) under this agreement, including injury to persons (including injury resulting in death) and damage to property. The Partner shall promptly pay the United States of America the full value of all damages to the lands or other property of the United States of America caused by the Partner, its employees, agents, representatives, or contractors (including any contractor's subcontractors) or, as agreed to by the Parties, shall undertake the remedial work to repair or replace the damaged lands or property. The Partner will cooperate with the NPS in the investigation and defense of any claims that may be filed with the NPS arising out of the activities of the Partner, its employees, agents, representatives, or contractors (including any contractor's subcontractors). Nothing in this Section is intended to prevent the Partner from seeking a judicial determination of whether its actions, or those of its employees, agents, representatives, or contractors (including any contractor's subcontractor) caused the matter for which the United States of America requests indemnification.

To the extent authorized by applicable federal law, including the Federal Tort Claims Act, codified as amended primarily at 28 U.S.C. §§ 2671-80 (2015), the NPS will be liable for the negligent or wrongful acts or omissions of its officers or employees while acting within the scope of their office or employment. The NPS's commitment to pay any lawful obligation or liability incurred by the NPS under this agreement is backed by the full faith and credit of the United States.

X. Financial Matters

- A. In General. The Partner shall maintain proper financial management procedures, accounting records and reporting under a system of accounts and financial controls that is consistent with Generally Accepted Accounting Principles of the United States (GAAP), established by the Financial Accounting Standards Board (FASB). The NPS shall maintain proper financial management procedures, accounting records, and reporting under a system of accounts and financial controls that is consistent with Federal Accounting Standards, established by the Federal Accounting Standards Advisory Board (FASAB).
- B. Right of Inspection and Audit. Upon reasonable advance notice, the Partner shall permit the DOI or its designee, including the NPS Comptroller and Office of the Inspector General (OIG), to, upon reasonable request, verify and audit any financial audit or records from the books, correspondence, memoranda and other records of a Partner relating to this Agreement or any other agreement executed in connection herewith, during the term of this Agreement and for such time thereafter as may be necessary to accomplish such verification. The Partner agrees to take reasonable and appropriate corrective action based on such audit findings.
- C. NPS Management of Donated Funds. The NPS will maintain proper internal controls as required by the Office of Management and Budget's (OMB) Circular A-123 to ensure proper handling and expenditure of donated funds provided by the Partner. In addition to any reporting or review specified in the Annual Work Plan, the NPS will meet with the Partner annually to discuss how the NPS expended funds donated by the Partner during the previous fiscal year. If a Partner has concerns about expenditure of donated funds during the term of this Agreement and for such time thereafter as may be necessary to accomplish such verification, The Partner can fund an audit of the Park's donation accounts and records. The NPS agrees to take reasonable and appropriate corrective action based on such audit findings.
- D. Provision of Certain Information. By August 31st of each calendar year, the Partner shall provide the NPS an annual report of aid and a short narrative. For Partners with tax-exempt status, the Partner shall also provide the NPS with a copy of its IRS Form 990 and any amendments thereto. The Partner will submit annual reporting information via the NPS Partnership Portal when it goes online.

- E. Threshold for Audit. In any given year where a Partner raises between \$500,000 and \$1 million for the benefit of the NPS, they will undertake an annual financial review and provide a copy to the NPS. In any given year where a Partner raises \$1 million or more for the benefit of the NPS, they will undertake a financial audit and furnish a copy to the NPS. Such reviews or audits will be prepared by an independent certified public accountant (CPA) in conformance with GAAP. The Partner agrees to take appropriate corrective action based on review or audit findings. The review or audit shall be provided to the Superintendent of the affected Park Unit within 9 months of the end of the Partner’s fiscal year.
- F. Establishment of Endowment or Investment Accounts. The NPS and the Partner shall mutually determine the need for an Endowment Account and/or Investment Account, where the account will be established for the benefit of the NPS. If such a need is identified, the Parties shall execute and abide by the terms of the Standard Form Endowment and Investment Account Agreement (EIAA), which describes the use, terms and conditions applicable to such accounts. If executed, the EIAA will be attached as a sub-agreement to this Agreement (Attachment K). For purposes of this Agreement, the terms “Endowment Account” and “Investment Account” are defined in the EIAA.
- G. Definition of “For the Benefit of the NPS”: “For the benefit of the NPS” means donations of money (including interest and earnings thereon) and / or in-kind donations (“Donations”) that were solicited for the express or implied purpose of using them, whether in whole or in part, to support the NPS, or NPS’s projects, programs or resources, and for the avoidance of doubt, shall not include donations solicited by the Partner in connection with projects, programs or resources that are unrelated to the Park and the subject matter of this Agreement.

XI. Key Officials and Notices

- A. Key Officials. Each Party shall designate one or more key personnel to be responsible for coordination and communication between the Partner and the NPS in connection with the activities to be performed pursuant to this Agreement (each a “Key Official”, and collectively, the “Key Officials”). Upon written notice to the other Party, either Party may designate an alternate or liaison to act in the place of the designated Key Official, or designate a new Key Official.

For NPS:

Name: Simone Monteleone
Title: Superintendent
Address: 174 Liberty Street
Concord, MA 01742
Phone: 978-318-7811
E-mail: simone_monteleone@nps.gov

For Partner:

Name: Rebecca Migdal
Title: Executive Director
Address: P.O. Box 454, Concord,
MA 01742
Phone: 781-413-7348
E-mail: rebecca@thoreaufarm.org

B. Notices. Notices from one Party to the other Party with respect to this Agreement shall be in writing and delivered by mail, personal delivery, electronic delivery or other appropriate means, to the first listed Key Official of the other Party at the address or contact number indicated above, or at such other address or contact number for such Key Official as may be provided by the other Party from time to time, and shall be considered to have been delivered upon receipt at the specified address of such Key Official or such other person as mutually agreed by the Parties.

XII. Standard Clauses.

A. Non-Discrimination. All activities pursuant to or in association with this Agreement shall be conducted without discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex, as well as in compliance with the requirements of any applicable federal laws, regulations, or policies prohibiting such discrimination.

B. NPS Appropriations. Pursuant to 31 U.S.C. § 1341, nothing contained in this Agreement shall be construed to obligate the NPS, the Department of the Interior, or the United States to any current or future expenditure of funds in advance of the availability of appropriations from Congress and their administrative allocation for the purposes of this Agreement, nor does this Agreement obligate the NPS, the Department of the Interior, or the United States to spend funds on any particular project or purpose, even if funds are available.

C. Limitations on Lobbying. To the extent that the Partner commits in this agreement or any related agreement to raise funds from non-federal sources for a particular purpose or project to benefit the NPS, the Partner agrees that it will not lobby for or otherwise seek the appropriation of funds from Congress to meet that commitment. The Partner may not use any appropriated funds (including property, utilities, or services acquired with, or supported by, Congressionally-appropriated funds) to lobby or attempt to influence Congress or any official of any government.

D. Compliance with Applicable Laws. This Agreement and performance hereunder are subject to all Laws whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed in any way as impairing the authority of the NPS to: (i) supervise, regulate, and administer its property under Laws and management plans or policies as they may be modified from time-to-time; or, (ii) be inconsistent with, or contrary to, the purpose or intent of any Act of Congress.

E. Disclaimers of Endorsement. The Partner shall not publicize or circulate any materials (including advertisements, solicitations, brochures, press releases, speeches, pictures, movies, articles, manuscripts, or other publications) suggesting, expressly or implicitly, that the United States of America, the Department of the Interior, NPS, or any government employee endorses any business, brands, goods or services.

F. Merger. This Agreement, together with each Annual Work Plan and the General Agreement, contains all the terms and conditions agreed to by the Parties, and supersedes any prior agreements between the Parties, with respect to the subject matter hereof.

- G. Modifications. This Agreement may be extended, renewed, supplemented or amended only when agreed to in writing by the NPS and the Partner.
- H. Waiver. No waiver of any provisions of this Agreement shall be effective unless made in writing and signed by the waiving Party. No waiver of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.
- I. Assignment; Binding Effect. Neither Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. The Parties waive the defense of lack of consideration.
- J. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a Party by facsimile or electronic transmission) as against the Party signing such counterpart, but which together shall constitute one and the same instrument.
- K. Member of Congress. Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
- L. No Agency. The Partner is not an agent or representative of the United States, the Department of the Interior, or the NPS, nor will the Partner represent itself as such to third parties. NPS employees, representatives of the United States and the Department of the Interior are not agents of the Partner and will not represent themselves as such to third parties. Nothing in this Agreement shall at any time be construed so as to create the relationship of employer and employee, principal and agent, general or limited partnership or joint venture as between the Partner and the NPS.
- M. Non-Exclusive Agreement. This Agreement in no way restricts either the NPS or the Partner from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
- N. No Third-Party Beneficiaries. Unless expressly stated herein, nothing in this Agreement is intended to grant any legally enforceable rights or provide any benefits to any third party.
- O. Survival. The terms of this Agreement that by their nature are reasonably intended by the Parties to survive expiration or termination shall survive expiration or termination of this Agreement.

P. Partial Invalidity. If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the Parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by Laws.

XIV. Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date the last signature is affixed.

NATIONAL PARK SERVICE

By: Simone Monteleone

Name: Simone Monteleone Date: 1/19/2024

Title: Superintendent

By: _____

Name: Gay Vietzke Date: 3/11/24

Title: Regional Director

Thoreau Farm

By: Rebecca Migdal

Name: Rebecca Migdal Date: 3/19/24

Title: Executive Director

APPENDIX I -- Table: Delegations of Authority for Authorized Employees

ATTACHMENTS

Attachment A – Annual Work Plan

Check if included at the time of execution of this Agreement []

Attachment B - Donor Review Process

Attachment C - Donor Recognition Plan(s)

Check if included at the time of execution of this Agreement []

Attachment D - Feasibility Study

Check if applicable [] and included at the time of execution of this Agreement []

Attachment E - Philanthropic Partner(s) Articles of Incorporation or State Operating Agreement

Attachment F - Philanthropic Partner(s) By-laws

Attachment G – Philanthropic Partner(s) IRS Tax-Exemption Determination Letter

Attachment I – Property Use Agreement

Check if applicable [] and included at the time of execution of this Agreement []

Attachment J – Intellectual Property Attachment []

Attachment K – Standard Form Endowment and Investment Account Agreement

Check if applicable [] and included at the time of execution of this Agreement []

Annual Work Plan
for
Thoreau Farm
October 2023 – September 2024

Background and Objective

As stated in the Director's Order #21 and further described in Reference Manual #21, the park and partner must approve an annual work plan for each year their Philanthropic agreement is active. This annual work plan lays out the projects and programs that Minute Man National Historical Park and the Thoreau Farm Trust, Inc. (“The Farm”) agree to work on and fundraise for in a specific year. The plan is a collaborative work that aligns the identified needs of a park or program area with the authorized philanthropic partner’s assessment of interest of their donor community in supporting those needs.

This annual work plan does not supplant the need for Special Park Use Permits or for other administrative or legal requirements. The Partner will still need to apply for applicable Permits and should work with park staff to ensure enough time to process all permit applications.

Introduction

Thoreau Farm is an official philanthropic partner of Minute Man National Historical Park.

The Thoreau Farm Trust is a nonprofit 501(c)(3) organization that is committed to preserving Henry David Thoreau’s birth house (Thoreau Farm) and promoting his life and work as inspiration for anyone interested in literature, environmentalism, and/or social justice. It offers educational programs and presents his birthplace and its surrounding landscape as a source of inspiration for living deliberately, practicing simplicity, and exploring new ideas for positive change. Thoreau is a touchstone for both historians and naturalists and his birthplace provides an ideal location for a trail connection.

The Farm and NPS work together to support the proposed trail connection that would provide a pathway between Thoreau Farm and Battle Road Trail in Minute Man National Historical Park. This Annual Work Plan (Plan) summarizes these priorities. It is Attachment A for the Philanthropic Partnership Agreement that authorizes The Farm’s role as a philanthropic partner.

Partner Mission Statement

The mission of Thoreau Farm is to preserve the birthplace of Henry David Thoreau and promote Thoreau’s extraordinary insights into life, nature, and social responsibility.

Timing

The work plan aligns with the Federal fiscal year, which is October 1 through September 30. This plan covers October 1, 2023 – September 30, 2024.

**Thoreau Farm
Annual Work Plan
October 2023 – September 2024**

	Description (include PMIS # if applicable.)	FY24 key milestones/ activities/schedule	NPS Role	Partner Role	NPS Funding Request	Partner Donated Amount	Contacts	Notes
Projects*	Establishing General Agreement	Signing General Agreement between The Farm and NPS	Support General Agreement development and administrative support for review and signature	Participate in General Agreement development and sign	\$0.00	\$0.00	Simone Monteleone (Superintendent) Rebecca Migdal (Ex. Director)	
	Establishing Philanthropic Partnership Agreement (PPA)	Signing PPA between The Farm and NPS	Support PPA development and administrative support for review and signature	Participate in PPA development and sign	\$0.00	\$0.00	Simone Monteleone (Superintendent) Rebecca Migdal (Ex. Director)	
	* Required Work Plan Element. See https://www.nps.gov/subjects/partnerships/rm-21-chapter-6.htm#CP_JUMP_5949859 for more information.			TOTAL		\$0.00		

	Description (include PMIS # if applicable.)	FY24 key milestones/ activities/schedule	NPS Role	Partner Role	NPS Funding Request	Partner Donated Amount (Note if Cost Share in Partner Role or Notes column.)	Contacts	Notes
Programs*								
	* Required Work Plan Element. See https://www.nps.gov/subjects/partnerships/rm-21-chapter-6.htm#CP_JUMP_5949859 for more information.			TOTAL	\$0.00			

	Description (include PMIS # if applicable.)	FY24 key milestones/ activities/schedule	NPS Role	Partner Role		Partner Donated Amount (Note if Cost Share in Partner Role or Notes column.)	Contacts	Notes
Fundraising Activities*	No Fundraising Activities will occur until the PPA is signed. This is not anticipated before the end of FY23.							
	* Required Work Plan Element. See https://www.nps.gov/subjects/partnerships/rm-21-chapter-6.htm#CP_JUMP_5949859 for more information.				TOTAL		\$	

Donor Cultivation Activities*	Description (include PMIS # if applicable.)	FY24 key milestones/ activities/schedule	NPS Role	Partner Role	Partner Donated Amount (Note if Cost Share in Partner Role or Notes column.)	Contacts	Notes

* Required Work Plan Element. See https://www.nps.gov/subjects/partnerships/rm-21-chapter-6.htm#CP_JUMP_5949859 for more information.	TOTAL	\$ -
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Electronic Giving*	Description (include PMIS # if applicable.)	FY24 key milestones/ activities/sc hedule	NPS Role	Partner Role	Partner Donated Amount	Contacts	Notes	

* Required Work Plan Element. See https://www.nps.gov/subjects/partnerships/rm-21-chapter-6.htm#CP_JUMP_5949859 for more information.	TOTAL	\$ -
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Grants	Description (include PMIS # if applicable.)	FY24 key milestones/ activities/schedule	NPS Role	Partner Role	Partner Donated Amount (Note if Cost Share in Partner Role or Notes column.)	Contacts	Notes
					TOTAL	\$ -	

Communications

Thoreau Farm Leadership (Executive Director and Board Chair) will, in most situations, communicate directly with Park Superintendent to discuss the project, long-term plans, coordination, decision making, special requests, etc.

Email correspondence to The Farm should go to rebecca@thoreaufarm.org.

All other requests from park employees and volunteers need to be coordinated through their appropriate supervisor and forwarded to Superintendent.

The Superintendent will make every effort to attend board meetings when invited and may invite additional park staff to present as subject matter experts at board meetings.

Business Interruption

Minute Man National Historical Park was a recipient of Great American Outdoor Act/Legacy Restoration Funds (GAOA/LRF) in Fiscal Year 2022. This project focuses on rehabilitation and repair efforts for a variety of park resources including historic buildings, witness structures, trail and boardwalks, landscapes, and monuments. This work will occur through 2025 and could result in limited closures or restricted access to certain park facilities during construction. The Park Superintendent will provide scheduling information to The Farm as it becomes available.

Government shutdowns are the result of unplanned lapses of appropriations that can impact the operational status of Minute Man National Historical Park. If that occurs, the Park Superintendent will notify The Farm promptly of any impacts to facility access, cancellation of events, or other restrictions as a result of the funding lapse.

This Annual Work Plan may be updated as necessary. Updates must be signed by both parties and reviewed/approved by the regional office. The superintendent’s signature on the document indicates that all elements have been evaluated under the criteria in DO 21 Sections 4.2, 4.3, and 5 and RM Chapter 5 and falls within NPS gift acceptance authority.

Simone Monteleone

January 16, 2024

Park Superintendent

Date

Rebecca Agard

March 19, 2024

Philanthropic Partner

Date

n/a

Deputy Regional Director

Date

Annual Work Plan
for
Thoreau Farm
October 2023 – September 2024

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	* Required Work Plan Element. See https://www.nps.gov/subjects/partnerships/rm-21-chapter-6.htm#CP_JUMP_5949859 for more information.			TOTAL		\$0.00		

	Description (include PMIS # if applicable.)	FY24 key milestones/ activities/schedule	NPS Role	Partner Role	NPS Funding Request	Partner Donated Amount (Note if Cost Share in Partner Role or Notes column.)	Contacts	Notes
Programs*								
	* Required Work Plan Element. See https://www.nps.gov/subjects/partnerships/rm-21-chapter-6.htm#CP_JUMP_5949859 for more information.				TOTAL	\$0.00		

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	* Required Work Plan Element. See https://www.nps.gov/subjects/partnerships/rm-21-chapter-6.htm#CP_JUMP_5949859 for more information.				TOTAL		\$	

Donor Cultivation Activities*	Description (include PMIS # if applicable.)	FY24 key milestones/ activities/schedule	NPS Role	Partner Role	Partner Donated Amount (Note if Cost Share in Partner Role or Notes column.)	Contacts	Notes

* Required Work Plan Element. See https://www.nps.gov/subjects/partnerships/rm-21-chapter-6.htm#CP_JUMP_5949859 for more information.	TOTAL	\$ -
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Electronic Giving*	Description (include PMIS # if applicable.)	FY24 key milestones/ activities/sc hedule	NPS Role	Partner Role	Partner Donated Amount	Contacts	Notes	

* Required Work Plan Element. See https://www.nps.gov/subjects/partnerships/rm-21-chapter-6.htm#CP_JUMP_5949859 for more information.	TOTAL	\$ -
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Grants	Description (include PMIS # if applicable.)	FY24 key milestones/ activities/schedule	NPS Role	Partner Role	Partner Donated Amount (Note if Cost Share in Partner Role or Notes column.)	Contacts	Notes
					TOTAL	\$ -	

Communications

Thoreau Farm Leadership (Executive Director and Board Chair) will, in most situations, communicate directly with Park Superintendent to discuss the project, long-term plans, coordination, decision making, special requests, etc.

Email correspondence to The Farm should go to rebecca@thoreaufarm.org.

All other requests from park employees and volunteers need to be coordinated through their appropriate supervisor and forwarded to Superintendent.

The Superintendent will make every effort to attend board meetings when invited and may invite additional park staff to present as subject matter experts at board meetings.

Business Interruption

Minute Man National Historical Park was a recipient of Great American Outdoor Act/Legacy Restoration Funds (GAOA/LRF) in Fiscal Year 2022. This project focuses on rehabilitation and repair efforts for a variety of park resources including historic buildings, witness structures, trail and boardwalks, landscapes, and monuments. This work will occur through 2025 and could result in limited closures or restricted access to certain park facilities during construction. The Park Superintendent will provide scheduling information to The Farm as it becomes available.

Government shutdowns are the result of unplanned lapses of appropriations that can impact the operational status of Minute Man National Historical Park. If that occurs, the Park Superintendent will notify The Farm promptly of any impacts to facility access, cancellation of events, or other restrictions as a result of the funding lapse.

This Annual Work Plan may be updated as necessary. Updates must be signed by both parties and reviewed/approved by the regional office. The superintendent’s signature on the document indicates that all elements have been evaluated under the criteria in DO 21 Sections 4.2, 4.3, and 5 and RM Chapter 5 and falls within NPS gift acceptance authority.

Simone Monteleone

January 16, 2024

Park Superintendent

Date

Rebecca Regal

March 19, 2024

Philanthropic Partner

Date

n/a

Deputy Regional Director

Date

ATTACHMENT J – INTELLECTUAL PROPERTY

I. The NPS and the Partner agree that:

A. Specific Authorizations to Use Intellectual Property

1. As used in this Attachment J, "Marks" means all trademarks, service marks and corporate and brand identification and indicia, including without limitation word marks, logos and other picture marks, phrases, composite marks, institutional images, look and feel, and identifications of each Party, whether registered or not. By this Attachment, the Parties grant to each other a license to use of their respective Marks during the term of the Philanthropic Partnership Agreement ("Agreement"), for use solely in connection with the Agreement, and only in the form described and depicted in exhibits to this Attachment. The Parties may amend this Attachment J to include additional exhibits. Any Mark that each Party elects not to include as an exhibit to this Attachment is not subject to the license that it grants to the other Party. The license to use Marks does not include the right to use or to incorporate the Marks in any manner unconnected with the Agreement, including collateral marketing, outreach or advertising, or as trade names or internet domain names, without prior written permission of the owner of the Mark.

2. The Parties acknowledge and agree that each of the Parties own, or otherwise have the exclusive right to use and to license, their respective Marks. All uses of Marks by the Parties, including all goodwill arising from the Marks, shall inure solely to the benefit of the respective owner of the Mark or Marks. A Party retains all rights with respect to its Marks that are not specifically granted to another Party by this Attachment. Each Party, in its sole discretion, may object to use of a Mark that is not made subject to this Attachment by the other Party by providing written notice to the other Party. A Party receiving a Notice objecting to the use of a Mark shall have five (5) business days to cure the alleged violation identified in the notice or to reach an agreement to resolve the alleged violation. If the alleged violation is not cured or resolved to the satisfaction of the Notice sender by the end of the cure period, the Party receiving the Notice shall immediately discontinue use of the Mark at issue.

3. Each Party retains the concurrent right to use, and to license others to use, its Marks anywhere and in connection with any purpose.

B. Limited License to Use of Trademarks/Trade Names/Taglines/Logos

1. All uses by one Party of the other Party's Marks shall be in accordance with such quality control standards as the licensing Party may promulgate from time to time. Each Party agrees to inform the other Party of its quality control standards. Each Party agrees to refrain from all uses of a licensing Party's Marks to which the licensing Party objects on the basis of such quality control standards. All promotional literature and other materials prepared by a Party in connection with this Agreement that uses the other Party's content or branding shall bear appropriate copyright and trademark notices as prescribed by the other Party. Each Party agrees that it will not use, register or attempt

to register in any jurisdiction, or otherwise appropriate or adopt any name, Mark, trademark, trade name or logo that is confusingly similar to the other Party's Marks. At no time shall the Partner challenge or file any application with respect to any NPS Mark. At no time shall the NPS challenge or file any application with respect to any Partner Mark.

2. In any identification of either Party pursuant to this Agreement, one Party shall not impair the branding or other identification of the other Party, nor alter or remove any copyright, trademark or other protective notices of such other Party.

3. The Parties agree that, except as may be reasonably necessary, they shall not mask, frame, overlay or otherwise materially alter or affect the images, information, perception, service quality or security of the Marks.

4. All rights, licenses and privileges not expressly granted in this Agreement shall remain the sole and exclusive property of the respective Parties. Except as provided in this Agreement, upon the termination or expiration of this Agreement: (1) all rights conveyed shall cease and revert to the respective Party; and, (2) each Party shall discontinue all use of the other Party's Marks.

5. Notwithstanding any provision in this Attachment, the NPS must review and approve in writing each proposed use of the NPS Arrowhead symbol.

C. License to Use Background Intellectual Property

For purposes of this Agreement, "Background Intellectual Property" means all rights to copyright, trademark, and to other rights owned by a Party prior to the commencement of this Agreement and that may be used in the performance of any work under this Agreement. In recognition that each Party will be licensing its intellectual property in furtherance of the goals of this Agreement, the following applies to each Party as Licensor or Licensee, as the case may be:

1. Licensee acknowledges and agrees that Licensor owns all rights, title and interest in the licensed Background Intellectual Property worldwide, and that Licensee shall not acquire, and shall not claim, any rights in or title to any intellectual property adverse to the Licensor.

2. If at any time the Licensee acquires: (a) any rights in, or trademarks, applications or registration for any licensed Marks; (b) copyright ownership in any licensed works; or, (c) domain names incorporating any of the licensed Marks, upon the Licensor's request and at no expense to the Licensor, the Licensee shall assign all such rights, applications, registrations, ownership, or domain names to the Licensor.

3. The Licensee's use of the licensed items shall inure to the benefit of the Licensor.

4. The Licensee may not challenge the validity of licensed Marks or assert any

claim adverse to the Licensor.

5. Unless authorized in writing, in this Attachment, or through the execution of an appropriate intellectual property agreement, neither Party will use any copyrighted materials, service mark, trademark, or trade dress owned by the other Party, including without limitation insignia, symbol, logo, logotype, design, graphic image, or any combination of the foregoing in the creation of new materials in furtherance of the goals of the Agreement. NPS intellectual property that is not authorized for use in this Attachment includes, without limitation, the NPS Arrowhead, the official NPS uniform and component thereof (whether represented graphically or through photographs), NPS taglines (including the phrase *Experience Your America*), and NPS graphic identity treatments identified in NPS policy documents. Thoreau Farm intellectual property that is not authorized for use in this Attachment without prior written approval are the Thoreau Farm logo.

D. Website Links/Social Media Sites

1. For the term of this Agreement, the Parties grant each other permission to provide a hypertext link from their respective websites/social media sites to the other's website/social media sites for the limited purpose of achieving the goals of this Agreement. The NPS will review all destination webpages/social media sites/posts of the Partner section of their website/social media sites/posts for consistency with applicable laws, policies, and with all terms and provisions of this Agreement. The Parties anticipate using the Annual Work Plan to identify anticipated modifications to the Partner and NPS websites/social media sites.

2. Either Party may terminate permission to link to a website/social media site at any time, with or without cause, by giving written notice to the other Party. If this permission is terminated, the Party receiving the notice must remove the hypertext link within five (5) business days of receipt of notice.

3. When linking from an NPS webpage/social media site to a webpage/social media site belonging to the Partner, the NPS may require the display of a disclaimer of government endorsement. The NPS typically requires a disclaimer where a website/social media site contains references to commercially available brands, goods, or services, or where a website is used for advocacy. When display of a disclaimer is required by the NPS, the disclaimers must be satisfactory to the NPS and may either be continuously displayed or viewed through a pop-up window.

E. Rights to Materials Created in Furtherance of this Agreement

1. The NPS and the Partner will use the Annual Work Plan process to identify any intellectual property to be created by the Partner that includes copyrighted material, service marks, or trademarks to be created in furtherance of this Agreement, including promoting any NPS-related fundraising activity, NPS resource, or any other NPS or NPS Partnership-related projects, programs, or activities.

2. The NPS and the Partner may enter into individual intellectual property agreements to confirm ownership and use rights. In the absence of an IP agreement, the Partner will not create the proposed intellectual property.

3. The Partner hereby acknowledges that absent execution of an intellectual property agreement expressly stating otherwise, the NPS shall own all right, title, and interest in any such materials created by or for the Partner that includes copyrighted material, service marks, or trademarks created in furtherance of this Agreement, including such materials used in promoting any NPS-related fundraising activity, NPS resource, or any other NPS or NPS-related Partnership-related projects, programs, or activities.

F. Donations to the NPS

With respect to any donation provided by the Partner to the NPS –

1. The NPS shall own all right, title, and interest, including copyrights and rights to artwork, photographs, b-roll, rough and fine cuts, final products, and derivative works, produced by the Partner for the purposes of this project and donated to the NPS, and shall become the sole property of the NPS.
2. With respect to any intellectual property donated to the NPS by a third party on behalf of the Partner, the Partner will provide the NPS with signed releases or license agreements permitting the NPS full use of the intellectual property, include all stock footage, performers, still photographs, music, and other works secured used in the creation of donated materials, at the time the donation is made. The NPS shall not be responsible for any costs associated with donated intellectual property.
3. The NPS and the Partner may negotiate license agreements permitting the Partner to use donated intellectual property on a case-by-case basis for the term of this Agreement and for purposes consistent with the terms and intent of this Agreement. If such a license is executed, the Partner must obtain the NPS's written permission before sublicensing the right to use such intellectual property to a third-party.

National Park Service Marks



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2. The Parties acknowledge and agree that each of the Parties own, or otherwise have the exclusive right to use and to license, their respective Marks. All uses of Marks by the Parties, including all goodwill arising from the Marks, shall inure solely to the benefit of the respective owner of the Mark or Marks. A Party retains all rights with respect to its Marks that are not specifically granted to another Party by this Attachment. Each Party, in its sole discretion, may object to use of a Mark that is not made subject to this Attachment by the other Party by providing written notice to the other Party. A Party receiving a Notice objecting to the use of a Mark shall have five (5) business days to cure the alleged violation identified in the notice or to reach an agreement to resolve the alleged violation. If the alleged violation is not cured or resolved to the satisfaction of the Notice sender by the end of the cure period, the Party receiving the Notice shall immediately discontinue use of the Mark at issue.

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to register in any jurisdiction, or otherwise appropriate or adopt any name, Mark, trademark, trade name or logo that is confusingly similar to the other Party's Marks. At no time shall the Partner challenge or file any application with respect to any NPS Mark. At no time shall the NPS challenge or file any application with respect to any Partner Mark.

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5. Notwithstanding any provision in this Attachment, the NPS must review and approve in writing each proposed use of the NPS Arrowhead symbol.

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1. Licensee acknowledges and agrees that Licensor owns all rights, title and interest in the licensed Background Intellectual Property worldwide, and that Licensee shall not acquire, and shall not claim, any rights in or title to any intellectual property adverse to the Licensor.

2. If at any time the Licensee acquires: (a) any rights in, or trademarks, applications or registration for any licensed Marks; (b) copyright ownership in any licensed works; or, (c) domain names incorporating any of the licensed Marks, upon the Licensor's request and at no expense to the Licensor, the Licensee shall assign all such rights, applications, registrations, ownership, or domain names to the Licensor.

3. The Licensee's use of the licensed items shall inure to the benefit of the Licensor.

4. The Licensee may not challenge the validity of licensed Marks or assert any

claim adverse to the Licensor.

5. Unless authorized in writing, in this Attachment, or through the execution of an appropriate intellectual property agreement, neither Party will use any copyrighted materials, service mark, trademark, or trade dress owned by the other Party, including without limitation insignia, symbol, logo, logotype, design, graphic image, or any combination of the foregoing in the creation of new materials in furtherance of the goals of the Agreement. NPS intellectual property that is not authorized for use in this Attachment includes, without limitation, the NPS Arrowhead, the official NPS uniform and component thereof (whether represented graphically or through photographs), NPS taglines (including the phrase *Experience Your America*), and NPS graphic identity treatments identified in NPS policy documents. Thoreau Farm intellectual property that is not authorized for use in this Attachment without prior written approval are the Thoreau Farm logo.

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2. Either Party may terminate permission to link to a website/social media site at any time, with or without cause, by giving written notice to the other Party. If this permission is terminated, the Party receiving the notice must remove the hypertext link within five (5) business days of receipt of notice.

3. When linking from an NPS webpage/social media site to a webpage/social media site belonging to the Partner, the NPS may require the display of a disclaimer of government endorsement. The NPS typically requires a disclaimer where a website/social media site contains references to commercially available brands, goods, or services, or where a website is used for advocacy. When display of a disclaimer is required by the NPS, the disclaimers must be satisfactory to the NPS and may either be continuously displayed or viewed through a pop-up window.

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2. The NPS and the Partner may enter into individual intellectual property agreements to confirm ownership and use rights. In the absence of an IP agreement, the Partner will not create the proposed intellectual property.

3. The Partner hereby acknowledges that absent execution of an intellectual property agreement expressly stating otherwise, the NPS shall own all right, title, and interest in any such materials created by or for the Partner that includes copyrighted material, service marks, or trademarks created in furtherance of this Agreement, including such materials used in promoting any NPS-related fundraising activity, NPS resource, or any other NPS or NPS-related Partnership-related projects, programs, or activities.

F. Donations to the NPS

With respect to any donation provided by the Partner to the NPS –

1. The NPS shall own all right, title, and interest, including copyrights and rights to artwork, photographs, b-roll, rough and fine cuts, final products, and derivative works, produced by the Partner for the purposes of this project and donated to the NPS, and shall become the sole property of the NPS.
2. With respect to any intellectual property donated to the NPS by a third party on behalf of the Partner, the Partner will provide the NPS with signed releases or license agreements permitting the NPS full use of the intellectual property, include all stock footage, performers, still photographs, music, and other works secured used in the creation of donated materials, at the time the donation is made. The NPS shall not be responsible for any costs associated with donated intellectual property.
3. The NPS and the Partner may negotiate license agreements permitting the Partner to use donated intellectual property on a case-by-case basis for the term of this Agreement and for purposes consistent with the terms and intent of this Agreement. If such a license is executed, the Partner must obtain the NPS's written permission before sublicensing the right to use such intellectual property to a third-party.

National Park Service Marks



ATTACHMENT K - ENDOWMENT AND INVESTMENT ACCOUNTS AGREEMENT

I. Definitions:

The term “**Endowment Account**” means a financial account established and managed to produce an income stream through investment vehicles such as stocks, ETFs and bonds. The base amount in the endowment (the corpus) is generally not invaded or expended, and portion of net annual earnings generally remains in the endowment account allowing it to grow at a pace that is equal to inflation. The remainder of the net earnings may be expended for the benefit of the NPS.

The term “**Investment Account**” means a financial account established to produce income through investment vehicles such as stocks, ETFs and bonds. Investment Accounts are more flexible than Endowment Accounts. Generally, all funds deposited into an Investment Account, including interest and earnings thereon, will be expended as mutually agreed for the benefit of the NPS. For the purposes of this Endowment and Investment Accounts Agreement (EIAA), low risk interest bearing accounts shall not be considered Investment Accounts.

II. The NPS and the Partner agree that:

- A. If the Partner establishes either an Endowment Account(s), or an Investment Account(s), or both, it will do so according to a professionally prepared Statement of Investment Policy (Investment Policy) that conforms to applicable legal requirements and ethical standards for non-profit organizations. The Investment Policy must be provided to the NPS Key Official upon request. The Investment Policy will be updated by the Partner as necessary.
- B. The Partner will also utilize an experienced and credential investment advisor to assist the Partner with Endowment and/or Investment Account investments and management.
- C. Nothing in Paragraphs A or B (above) is intended to grant the NPS the ability to interfere in day-to-day Partner financial management decisions.
- D. Consistent with the provisions of Paragraphs II.A and II.B (above), the Partner will establish and manage the Endowment and/or Investment Accounts identified in exhibits to this EIAA. Each exhibit authorizing an Endowment Account or an Investment Account will be signed and dated by each Party and will contain the following information:
 - 1. The type of account, i.e., Endowment Account or Investment Account.
 - 2. The amount of money the Parties anticipate will be deposited in the account over the term of the Partner Agreement.
 - 3. A detailed description of how funds deposited in each account will be used for the benefit of the NPS.
 - 4. Additional understandings of the Parties [if any].
- E. The amount of funds (including interest and earnings, as applicable) available for expenditure from an Endowment Account in a given year will be determined by the Partner with the

assistance of its financial advisors. This determination will take into account sound financial management principles. Nothing herein is intended to require depletion of the corpus of an Endowment Account. Expenditures of an Endowment Account's corpus may only be undertaken with the written concurrence of the NPS.

- F. Investment Account funds and Endowment Account funds will be allocated for use in accordance with the terms of the Annual Work Plan process identified in Article IV of the Philanthropic Partnership Agreement.
- G. In appropriate circumstances, the NPS may request in writing that the Partner continue to manage any Endowment Account established by the Partner for the benefit of the NPS after termination or expiration of the Philanthropic Partnership Agreement. In this event, Endowment Account management shall continue to be subject to the provisions of this EIAA, except that the Partner will make Endowment Account Funds available to the NPS upon the NPS's written request. The NPS may terminate continued Partner operation of an Endowment Account by written notice. In this event, Endowment Account funds shall be transferred in accordance with the disposition provisions of Article VII.B of the Philanthropic Partnership Agreement.
- H. This EIAA and associated exhibits are subject to all terms and conditions of the Philanthropic Partnership Agreement.

III. Signatures:

IN WITNESS WHEREOF, the Parties have executed this document as of the date the last signature is affixed.

National Park Service

By: *Simone Monteleone*
Name: **Simone Monteleone**
Title: **Superintendent**

 1/19/2024
Date

Partner
By: *Rebecca Nydal*
Name:
Title:

 3/19/24
Date

ATTACHMENT K - ENDOWMENT AND INVESTMENT ACCOUNTS AGREEMENT

I. Definitions:

The term “**Endowment Account**” means a financial account established and managed to produce an income stream through investment vehicles such as stocks, ETFs and bonds. The base amount in the endowment (the corpus) is generally not invaded or expended, and portion of net annual earnings generally remains in the endowment account allowing it to grow at a pace that is equal to inflation. The remainder of the net earnings may be expended for the benefit of the NPS.

The term “**Investment Account**” means a financial account established to produce income through investment vehicles such as stocks, ETFs and bonds. Investment Accounts are more flexible than Endowment Accounts. Generally, all funds deposited into an Investment Account, including interest and earnings thereon, will be expended as mutually agreed for the benefit of the NPS. For the purposes of this Endowment and Investment Accounts Agreement (EIAA), low risk interest bearing accounts shall not be considered Investment Accounts.

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- A. If the Partner establishes either an Endowment Account(s), or an Investment Account(s), or both, it will do so according to a professionally prepared Statement of Investment Policy (Investment Policy) that conforms to applicable legal requirements and ethical standards for non-profit organizations. The Investment Policy must be provided to the NPS Key Official upon request. The Investment Policy will be updated by the Partner as necessary.
- B. The Partner will also utilize an experienced and credential investment advisor to assist the Partner with Endowment and/or Investment Account investments and management.
- C. Nothing in Paragraphs A or B (above) is intended to grant the NPS the ability to interfere in day-to-day Partner financial management decisions.
- D. Consistent with the provisions of Paragraphs II.A and II.B (above), the Partner will establish and manage the Endowment and/or Investment Accounts identified in exhibits to this EIAA. Each exhibit authorizing an Endowment Account or an Investment Account will be signed and dated by each Party and will contain the following information:
 - 1. The type of account, i.e., Endowment Account or Investment Account.
 - 2. The amount of money the Parties anticipate will be deposited in the account over the term of the Partner Agreement.
 - 3. A detailed description of how funds deposited in each account will be used for the benefit of the NPS.
 - 4. Additional understandings of the Parties [if any].
- E. The amount of funds (including interest and earnings, as applicable) available for expenditure from an Endowment Account in a given year will be determined by the Partner with the

ATTACHMENT C

DONOR RECOGNITION PLAN MINUTE MAN NATIONAL HISTORICAL PARK

The National Park Service (NPS) has long been authorized to accept donations pursuant to laws including [54 U.S.C. § 101101](#). Donations and contributions come to the NPS from individuals, families, organizations, foundations, corporations, businesses, and other entities as an expression of support, acknowledgment of need, or the result of organized fundraising efforts. Timely and appropriate recognition of donations and contribution is an important step to acknowledge their generous support.

This Donor Recognition Plan (Plan) defines the criteria and procedures for thanking donors and describes the form and duration of recognition for different types and levels of donations. The Plan will help guide park staff, donors, and philanthropic partners to understand the methods and levels of recognition Minute Man National Historical Park (MIMA) can give within the framework of NPS and Departmental ethics regulations.

I. Background

This Plan focuses on recognition for donations of cash, assets, and in-kind services directly to the Park.

The Park and its partners will comply with [Director's Order #21: Donations and Philanthropic Support](#) (DO #21), [Section 3054 of Public Law 113-291](#) (National Park System Donor Acknowledgement), [NPS Management Policies 2006](#), and the Departmental guidance in [374 DM 6](#), including the standards for review of donations to maintain the integrity and impartiality of, and public confidence in, the NPS and the Department of the Interior (DOI).

Philanthropic support for Minute Man National Historical Park is a vital element in the success of the park. Historically, the park has benefitted from the generosity of people through donated objects such as the Buttrick Powder Horn by the Buttrick Family, gifts of land and property, and fundraising campaigns to support interpretation for visitors, including Patriots' Day, or restoration efforts for historic properties within the park.

Private support for parks like Minute Man National Historical Park continues to be an important supplement, not a replacement, for Federal appropriations. This type of support creates opportunities for the NPS to react more quickly to resource protection or visitor needs than typical Federal funding cycles may permit. Private support allows the NPS to undertake higher quality and more sustainable capital projects than might be possible with Federal appropriations only. Philanthropic support for our educational efforts and programs can make it possible for the NPS to reach populations that we currently don't reach and be a more effective partner in communities. Philanthropic support can come in the form of donated funds, and as volunteerism,

in-kind support, and the donation of talent to supplement the work of NPS employees. Private support in its many forms gives people opportunities to participate directly in the stewardship of our Nation’s treasures including Minute Man National Historical Park.

II. Donor Recognition Levels and Duration

Donors will be recognized by the following levels, and recognition will include the following methods. Please see definition of methods in Articles III and IV:

Form of Donor Recognition (consider duration and/or frequency where appropriate)	Donor Level
Thank You Letter from superintendent or designated staff	All donations
<p>Level 1 In addition to the thank you letter, donors at this level may be recognized with any of the following:</p> <ul style="list-style-type: none"> - Park website and social media - Friends Publications; Acknowledgement in other temporary park publications - Mementos 	(\$2,500)
<p>Level 2 In addition to the above, donors at this level may be recognized with any of the following:</p> <ul style="list-style-type: none"> - Special Tours (see Donor Appreciation Activities) - Publicity: Press release and/or articles in donor’s media - Temporary Items and Signage - Interpretive and Educational Programs - Waysides 	(\$10,000)
<p>Level 3 In addition to the above, donors at this level may be recognized with any of the following:</p> <ul style="list-style-type: none"> - Planting of Vegetation - Exhibits 	(\$15,000)
<p>Level 4 In addition to the above, donors at this level may be recognized with the following:</p> <ul style="list-style-type: none"> - Equipment, Vehicles, and other Assets - Events 	(\$25,000)

<p>Level 5 In addition to the above, donors at this level may be recognized with any of the following:</p> <ul style="list-style-type: none"> - Temporary Naming of Interior Spaces - Positions, Programs, and Endowments - Donor Plaques/Plates 	<p>Handled on a case by case basis in coordination with regional office.</p>
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III. Off-Site Donor Recognition:

Most donor recognition will occur through letters of appreciation, press releases, mementos, and other items that commemorate a donation. The following forms of NPS recognition may be initiated at the discretion of the Park Superintendent subject to the wishes of the donor and in accordance with the donor levels established in Article II. Any type of off-site recognition not listed in this Plan must be agreed upon prior to utilizing by the signatories of this Plan in writing.

Letters of Acknowledgement and Thank You Letters

The Park Superintendent must acknowledge donations in writing through a letter of acknowledgement and/or thank you letter. The Superintendent's acknowledgement shall identify the type of donation, the donor, date of acceptance, reiterate any restrictions of the donation, the dollar amount (or description for in-kind gifts), and thank the donor. The letter will also list the NPS IRS Tax Exempt ID # 53-0197094 for the donor to cite in claiming a tax deduction for their gift. This letter will be provided as soon as possible but no later than **2 weeks** after the date the donation is received. In addition, the Park will work with its philanthropic partners to determine when the Park Superintendent will also provide a thank you letter to a donor who has provided a donation to a park partner that will ultimately benefit the Park.

Park Websites and Social Media

The Park may include a page on its website to function as a virtual donor recognition board that acknowledges contributions and can tell donor stories about why they made a gift to the Park. The Park may post stories and other information on its website to celebrate and stimulate Park philanthropy. Park staff may generate and post social media content to recognize the contributions of donors as appropriate and tell a donor's story, with their concurrence, to inspire others. Social media and Park web authors will consult with their Public Affairs Office and obtain the concurrence of Park leadership and donors as appropriate.

Publicity

Press releases to media - including newspapers, magazines, web, radio, television, articles in Park and NPS newsletters, and articles in the donor's media (e.g. corporate employee

newsletter, magazine, annual report) - are a few of the ways that the Park and the donor may publicly recognize donors/sponsors/cause marketing efforts that benefit the Park.

Donor Appreciation Mementos

A photograph, book, park lapel pin, coin, or other park/project-related memento may be presented as an expression of appreciation and recognition for a donation. Items should be purchased by a philanthropic partner, as appropriated funds should not be used (PM 1443.70-01). These kinds of items can be sent to the donor or presented during a simple ceremony, media event, or other activity.

IV. On-Site Donor Recognition

In some cases, a gift may warrant on-site (in-park) recognition. The goal of on-site recognition is to tie the local accomplishment to the gift and to inspire others to support the Park. On-site recognition will not be distracting to Park visitors, detract from the visitor experience, nor imply commercial endorsement by the NPS. Where on-site recognition is determined appropriate, the following examples of in-park donor recognition may be authorized at the discretion of the Superintendent subject to the approval of the donor and in accordance with the donor levels established in Article II. Other forms of on-site recognition not described in this Plan must be agreed upon by the signatories of this Plan in writing and must comply with DO #21. Duration of donor recognition will be determined by the Superintendent if not specified in Article III.

Events

Media events, press announcements, photo opportunities, ribbon cuttings, or other recognition events, and other activities or forums in which donors are acknowledged or involved (e.g., annual meeting/convention of nonprofit organizations) may be used to provide high-profile donor recognition. The Park will follow guidance for holding special events featuring donor and partner recognition as found in [NPS Management Policies 2006](#), [Director's Order #53](#) (Special Park Uses) and [Director's Order #21](#) (Donations and Philanthropic Support) Section 8.9.

Special events will fall into two categories: non-NPS events allowed under a Park Special Use Permit and events wholly or partially sponsored by the NPS. In either case, the Superintendent may recognize donors and sponsors but may not allow recognition that suggests endorsement nor commercialization of the Park. The Superintendent may however recognize business sponsors by limited display of logos and name script on temporary event facilities, signs, banners, and literature at such special events. This is subject to Special Park Use regulations and policy, which state that any lettering or design identifying the sponsor "shall be no larger than one-third the size of the lettering

or design identifying the special event." Events will not be "named" for sponsoring business entities or individuals, as in "XYZ Corporation Heritage Festival." Event sponsors may not distribute product samples or give-aways that are intended to promote their product or product lines.

Donor Appreciation Activities

Donors who give at Donor Level 2 or above may be recognized through a special tour of the partnership projects or programs that were enabled through their donation. These tours may not disrupt Park operations or the visitor experience in any way. These may be conducted by Park staff, volunteers, subject matter experts, or partners as deemed appropriate by the Park superintendent.

Interpretive and Educational Programs

When interpretive, educational, or other Park programs or products were accomplished through philanthropy, the program leader or product may highlight how this philanthropic support played a role and recognize primary donors to the project or program.

Newsletter

Articles may be written in a newsletter, temporary publication, or planner in order to highlight the contributions and recognize our donors and partners, such as the Friends of Minute Man National Park (see also Park Websites and Social Media). Donor recognition on printed material may include name scripts and logos where appropriate.

Exhibits and Waysides

Traditional Park exhibits and waysides may include donor recognition. The donor name may be represented in the standard text and font used for that level of text within the wayside or exhibit - typically a similar size as a caption or photo credit. If the exhibit or wayside is intended to be a temporary installation (generally less than one year or the duration of the construction phase of a more permanent exhibit) installation, the credit line within the exhibit or wayside may include the donor's logo or name script.

Donor Plaques/Plates

Donor recognition plaques for significant project, such as an exhibit inside a visitor center, will be placed in discreet ways so as to not interfere with the visitor experience. A classic bronze plaque or similar plaque/plate may be placed in certain circumstances. These will be concentrated in the following area –Minute Man Visitor Center– and not dispersed throughout the Park. These plaques may include content such as the project title, date, major donors to the project, and park partner name. Corporate logo or name

scripts may not be included.

Planting of Vegetation

Planting of trees and other vegetation with donor funds is appropriate, but recognition will not be displayed directly on the plantings. Minute Man National Historical Park is within a historic district and many of its areas are identified as cultural landscapes. Planting plans provide management guidance on species, location, and setting for vegetation throughout different areas of the park. Planting of vegetation would follow the elements identified within these plans and management guidance. See Article II for levels of donations that warrant on-site recognition.

Positions, Programs, and Endowments

NPS (educational, interpretive, research, recreational, youth, or other) long-term positions, programs, and endowments may be named to recognize a gift made to support a long-term program or position (See [Director's Order #21](#) Sections 4.2 and 8.6). The Director must approve specific naming opportunities before an offer can be made to a potential donor. Any naming must comply with all statutory and regulatory requirements. In addition, hiring individuals for endowed, named positions must follow all applicable employment laws and procedures. When the Superintendent and donor are in agreement that a naming should be proposed, the Superintendent will submit a letter to the Director, through the regional office, requesting consideration. The letter should include the rationale for naming as well as the length of time this naming is proposed to remain. This guidance does not apply to programs occurring outside of the Park managed exclusively by the Park's philanthropic partners. These will be addressed on a case-by-case basis.

Equipment, Vehicles and Other Assets

Equipment, vehicles, and other assets (such as bicycles, equipment trailers, and mobile information trailers) purchased with donor funds or provided as a direct donation of property may include an unobtrusive credit line using the donor's name but not name script or logo. If the equipment includes a graphic wrap - the donor recognition should still be an unobtrusive credit line within that wrap, such as a text-only line that states, "Donated by _____."

Temporary Naming of Interior Spaces

The temporary naming of Park interior spaces is permitted only to recognize donations for the renovation of the facility or construction of a new facility. This form of donor recognition is a high honor that will only be explored in extraordinary circumstances. Temporary naming of interior spaces (tied to the length and impact of the investment) is only possible with Director's approval. The Director must approve naming opportunities

before an offer can be made to a potential donor. The naming opportunity value should be at a level commensurate with the Park budget and fundraising campaign for renovation of the existing facility or construction of a new facility. Naming is limited to a period of ten years but may be extended by the Director. When the Superintendent and donor agree that a naming should be proposed, the Superintendent will submit a letter to the Director, through the regional office, requesting consideration. The letter will include the rationale for naming as well as the length of time this naming is proposed to remain.

Temporary Items and Signage

Temporary donor recognition may be allowed on NPS printed materials and other items that are not intended to stay in the Park (e.g., brochures, newsletters, posters, table cards, cards, banners, and certain temporary signage). NPS temporary signage could include temporary construction signs placed on the fence at a construction site in the Park, temporary or portable exhibits, and temporary project displays. Donor name script or logo of partners, corporate partners, and lead donors may be included as part of temporary donor recognition provided it is embedded in a short, unobtrusive donor credit line at the end of the material or in an appropriate location on the signage. It is important to avoid any appearance or public perception of commercialization or product endorsement that would impair the park visitor experience ([36 CFR 5.1](#)).

V. Prohibitions

Impact on Natural and Cultural Landscapes or Historic Fabric: On-site recognition will not intrude on the character of the Park by detracting from its natural and cultural landscapes. Donor recognition must not be affixed to the interior or exterior historic fabric of structures or museum collections for any period of time.

Naming of Resources: The naming of natural, cultural, or recreational resources will not be used to recognize donations.

Permanent Naming of NPS Facilities: The Park is prohibited from permanently recognizing or identifying donors or Park partners for monetary contributions or other donations on any Park facility or asset. The temporary naming of rooms and interior spaces in NPS facilities might be permitted by the Director to recognize donations for the renovation of that facility or construction of a new facility. Acknowledgement of donations on other types of assets such as benches and viewing platforms is limited to the means outlined in previous sections of this Plan.

Special Considerations: Donors will not receive special treatment or consideration under any law, regulation, or policy. This includes preferential treatment on any applications for Special Use Permits, and the prohibitions and limitations on in-Park advertising including distribution of product samples. This does not preclude donors and

partners from working together on events, programs and special use permits related to programs and projects identified in their Partnership Agreement and Annual Work Plan.

Endorsement

Federal employees are prohibited by law from using or permitting the use of their position, title, or authority to endorse any service, product, or enterprise. Therefore, donor recognition cannot state or imply Department of the Interior, NPS, Park, or government employee endorsement of any business, brand, product, or service. Also, NPS employees may not appear in any corporate advertising. These prohibitions do not prevent the Park from acknowledging the assistance provided by a donor and how that assistance has benefited the Park. Park staff may be photographed in uniform accepting a donation. Any distribution of those photos in print or electronic media should be reviewed by NPS (per the agreement with the donor/partner) in order to ensure that the intention is not marketing or endorsement but rather to announce the acceptance of the donation.

Use of the NPS Arrowhead or Images of NPS Staff in Uniform by the Donor

The use of the NPS Arrowhead is strictly regulated by federal law, regulation, and NPS policy. Park staff and philanthropic partners will follow policy specified in [36 CFR 11](#) and [NPS Director's Orders #52D](#). Partners should consult with the key official identified in their Partnership Agreement to determine if use of the arrowhead or image of NPS staff in uniform is appropriate. An NPS staff may be photographed in uniform accepting the donation and this photograph could be used to announce the donation or thank the donor; however, this image could not be linked to a statement of endorsement or used in connection with any marketing or advertising.

Recognition for Corporate Partnerships

The Park will follow the requirements pertaining to acceptance and recognition of corporate donations found in Section 8.8 of [Director's Order #21](#). Corporate donors may receive recognition on the same basis as other donors if the recognition does not suggest official endorsement or could be perceived by the public as in-Park advertisement. Additionally, the use of name scripts or logos for corporations or organizations are prohibited except as part of a credit line (and only as part of a credit line) on printed materials, temporary signage, other temporary items, and limited forms of digital media.

VI. Signatures:

Superintendent

Date

Minute Man National Historical Park



3/19/24

Regional Director

Date

Interior Region 1 (Legacy Northeast Region)

ATTACHMENT C

DONOR RECOGNITION PLAN MINUTE MAN NATIONAL HISTORICAL PARK

The National Park Service (NPS) has long been authorized to accept donations pursuant to laws including [54 U.S.C. § 101101](#). Donations and contributions come to the NPS from individuals, families, organizations, foundations, corporations, businesses, and other entities as an expression of support, acknowledgment of need, or the result of organized fundraising efforts. Timely and appropriate recognition of donations and contribution is an important step to acknowledge their generous support.

This Donor Recognition Plan (Plan) defines the criteria and procedures for thanking donors and describes the form and duration of recognition for different types and levels of donations. The Plan will help guide park staff, donors, and philanthropic partners to understand the methods and levels of recognition Minute Man National Historical Park (MIMA) can give within the framework of NPS and Departmental ethics regulations.

I. Background

This Plan focuses on recognition for donations of cash, assets, and in-kind services directly to the Park.

The Park and its partners will comply with [Director's Order #21: Donations and Philanthropic Support](#) (DO #21), [Section 3054 of Public Law 113-291](#) (National Park System Donor Acknowledgement), [NPS Management Policies 2006](#), and the Departmental guidance in [374 DM 6](#), including the standards for review of donations to maintain the integrity and impartiality of, and public confidence in, the NPS and the Department of the Interior (DOI).

Philanthropic support for Minute Man National Historical Park is a vital element in the success of the park. Historically, the park has benefitted from the generosity of people through donated objects such as the Buttrick Powder Horn by the Buttrick Family, gifts of land and property, and fundraising campaigns to support interpretation for visitors, including Patriots' Day, or restoration efforts for historic properties within the park.

Private support for parks like Minute Man National Historical Park continues to be an important supplement, not a replacement, for Federal appropriations. This type of support creates opportunities for the NPS to react more quickly to resource protection or visitor needs than typical Federal funding cycles may permit. Private support allows the NPS to undertake higher quality and more sustainable capital projects than might be possible with Federal appropriations only. Philanthropic support for our educational efforts and programs can make it possible for the NPS to reach populations that we currently don't reach and be a more effective partner in communities. Philanthropic support can come in the form of donated funds, and as volunteerism,

in-kind support, and the donation of talent to supplement the work of NPS employees. Private support in its many forms gives people opportunities to participate directly in the stewardship of our Nation’s treasures including Minute Man National Historical Park.

II. Donor Recognition Levels and Duration

Donors will be recognized by the following levels, and recognition will include the following methods. Please see definition of methods in Articles III and IV:

Form of Donor Recognition (consider duration and/or frequency where appropriate)	Donor Level
Thank You Letter from superintendent or designated staff	All donations
<p>Level 1 In addition to the thank you letter, donors at this level may be recognized with any of the following:</p> <ul style="list-style-type: none"> - Park website and social media - Friends Publications; Acknowledgement in other temporary park publications - Mementos 	(\$2,500)
<p>Level 2 In addition to the above, donors at this level may be recognized with any of the following:</p> <ul style="list-style-type: none"> - Special Tours (see Donor Appreciation Activities) - Publicity: Press release and/or articles in donor’s media - Temporary Items and Signage - Interpretive and Educational Programs - Waysides 	(\$10,000)
<p>Level 3 In addition to the above, donors at this level may be recognized with any of the following:</p> <ul style="list-style-type: none"> - Planting of Vegetation - Exhibits 	(\$15,000)
<p>Level 4 In addition to the above, donors at this level may be recognized with the following:</p> <ul style="list-style-type: none"> - Equipment, Vehicles, and other Assets - Events 	(\$25,000)

<p>Level 5 In addition to the above, donors at this level may be recognized with any of the following:</p> <ul style="list-style-type: none"> - Temporary Naming of Interior Spaces - Positions, Programs, and Endowments - Donor Plaques/Plates 	<p>Handled on a case by case basis in coordination with regional office.</p>
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III. Off-Site Donor Recognition:

Most donor recognition will occur through letters of appreciation, press releases, mementos, and other items that commemorate a donation. The following forms of NPS recognition may be initiated at the discretion of the Park Superintendent subject to the wishes of the donor and in accordance with the donor levels established in Article II. Any type of off-site recognition not listed in this Plan must be agreed upon prior to utilizing by the signatories of this Plan in writing.

Letters of Acknowledgement and Thank You Letters

The Park Superintendent must acknowledge donations in writing through a letter of acknowledgement and/or thank you letter. The Superintendent's acknowledgement shall identify the type of donation, the donor, date of acceptance, reiterate any restrictions of the donation, the dollar amount (or description for in-kind gifts), and thank the donor. The letter will also list the NPS IRS Tax Exempt ID # 53-0197094 for the donor to cite in claiming a tax deduction for their gift. This letter will be provided as soon as possible but no later than **2 weeks** after the date the donation is received. In addition, the Park will work with its philanthropic partners to determine when the Park Superintendent will also provide a thank you letter to a donor who has provided a donation to a park partner that will ultimately benefit the Park.

Park Websites and Social Media

The Park may include a page on its website to function as a virtual donor recognition board that acknowledges contributions and can tell donor stories about why they made a gift to the Park. The Park may post stories and other information on its website to celebrate and stimulate Park philanthropy. Park staff may generate and post social media content to recognize the contributions of donors as appropriate and tell a donor's story, with their concurrence, to inspire others. Social media and Park web authors will consult with their Public Affairs Office and obtain the concurrence of Park leadership and donors as appropriate.

Publicity

Press releases to media - including newspapers, magazines, web, radio, television, articles in Park and NPS newsletters, and articles in the donor's media (e.g. corporate employee

newsletter, magazine, annual report) - are a few of the ways that the Park and the donor may publicly recognize donors/sponsors/cause marketing efforts that benefit the Park.

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Traditional Park exhibits and waysides may include donor recognition. The donor name may be represented in the standard text and font used for that level of text within the wayside or exhibit - typically a similar size as a caption or photo credit. If the exhibit or wayside is intended to be a temporary installation (generally less than one year or the duration of the construction phase of a more permanent exhibit) installation, the credit line within the exhibit or wayside may include the donor's logo or name script.

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scripts may not be included.

Planting of Vegetation

Planting of trees and other vegetation with donor funds is appropriate, but recognition will not be displayed directly on the plantings. Minute Man National Historical Park is within a historic district and many of its areas are identified as cultural landscapes. Planting plans provide management guidance on species, location, and setting for vegetation throughout different areas of the park. Planting of vegetation would follow the elements identified within these plans and management guidance. See Article II for levels of donations that warrant on-site recognition.

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before an offer can be made to a potential donor. The naming opportunity value should be at a level commensurate with the Park budget and fundraising campaign for renovation of the existing facility or construction of a new facility. Naming is limited to a period of ten years but may be extended by the Director. When the Superintendent and donor agree that a naming should be proposed, the Superintendent will submit a letter to the Director, through the regional office, requesting consideration. The letter will include the rationale for naming as well as the length of time this naming is proposed to remain.

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V. Prohibitions

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Naming of Resources: The naming of natural, cultural, or recreational resources will not be used to recognize donations.

Permanent Naming of NPS Facilities: The Park is prohibited from permanently recognizing or identifying donors or Park partners for monetary contributions or other donations on any Park facility or asset. The temporary naming of rooms and interior spaces in NPS facilities might be permitted by the Director to recognize donations for the renovation of that facility or construction of a new facility. Acknowledgement of donations on other types of assets such as benches and viewing platforms is limited to the means outlined in previous sections of this Plan.

Special Considerations: Donors will not receive special treatment or consideration under any law, regulation, or policy. This includes preferential treatment on any applications for Special Use Permits, and the prohibitions and limitations on in-Park advertising including distribution of product samples. This does not preclude donors and

partners from working together on events, programs and special use permits related to programs and projects identified in their Partnership Agreement and Annual Work Plan.

Endorsement

Federal employees are prohibited by law from using or permitting the use of their position, title, or authority to endorse any service, product, or enterprise. Therefore, donor recognition cannot state or imply Department of the Interior, NPS, Park, or government employee endorsement of any business, brand, product, or service. Also, NPS employees may not appear in any corporate advertising. These prohibitions do not prevent the Park from acknowledging the assistance provided by a donor and how that assistance has benefited the Park. Park staff may be photographed in uniform accepting a donation. Any distribution of those photos in print or electronic media should be reviewed by NPS (per the agreement with the donor/partner) in order to ensure that the intention is not marketing or endorsement but rather to announce the acceptance of the donation.

Use of the NPS Arrowhead or Images of NPS Staff in Uniform by the Donor

The use of the NPS Arrowhead is strictly regulated by federal law, regulation, and NPS policy. Park staff and philanthropic partners will follow policy specified in [36 CFR 11](#) and [NPS Director's Orders #52D](#). Partners should consult with the key official identified in their Partnership Agreement to determine if use of the arrowhead or image of NPS staff in uniform is appropriate. An NPS staff may be photographed in uniform accepting the donation and this photograph could be used to announce the donation or thank the donor; however, this image could not be linked to a statement of endorsement or used in connection with any marketing or advertising.

Recognition for Corporate Partnerships

The Park will follow the requirements pertaining to acceptance and recognition of corporate donations found in Section 8.8 of [Director's Order #21](#). Corporate donors may receive recognition on the same basis as other donors if the recognition does not suggest official endorsement or could be perceived by the public as in-Park advertisement. Additionally, the use of name scripts or logos for corporations or organizations are prohibited except as part of a credit line (and only as part of a credit line) on printed materials, temporary signage, other temporary items, and limited forms of digital media.

VI. Signatures:

Superintendent

Date

Minute Man National Historical Park



3/19/24

Regional Director

Date

Interior Region 1 (Legacy Northeast Region)



TOWN OF CONCORD
Office of the Select Board
Town House
P.O. Box 535
Concord, Massachusetts 01742

TEL: 978-318-3001
FAX: 978-318-3002

September 27, 2022

Rebecca Migdal
Executive Director
Thoreau Farm Trust, Inc.
341 Virginia Road

Re: Select Board Letter of Support for the Two Revolutions Footpath

Dear Ms. Migdal,

The Select Board of the Town of Concord reiterates its general support for the construction of the *Two Revolutions Footpath*, a new trail to be constructed between the Minute Man National Historic Park and the Thoreau Farm. Since we last wrote to you in June 2021, the trail's proponents have made significant progress in realizing the vision for this 0.8 mile connection between these two important Concord historic sites across a beautiful natural landscape.

The Two Revolutions Footpath aligns with the *Envision Concord* Long Range Plan goals of increasing physical and social connectivity, fostering better collaboration among cultural organizations and historical groups, and enhancing the connections and access to bike paths and walking trails between open spaces and the village centers.

Since it was first proposed over 10 years ago, members of the Thoreau Farm Trust have worked with Mass Audubon, the Town, and the National Historic Park to refine the trail's concept, determine its route, and estimate its cost. The Phase 2 Report (prepared by Bill Giezentanner, consultant to Mass Audubon in March 2021) captures the details of these efforts.

Volunteers from the Town's Trails Committee have cleared the initial stretch of the trail from Virginia Road, but many steps remain to achieve the trail's completion. The plan calls for a 270-foot long raised boardwalk across the Elm Brook wetlands. Significant public and private funding will be required to pay for its construction, and both the Natural Resources Commission and the MA WPA Corps of Engineers may need to approve the design. The MMNHP will also need to prioritize this project among many planned over the next few years. As a next step, the Town, the Thoreau Farm Trust, and the MMNHP should establish a General Agreement regarding the trail this year, followed by a Philanthropic Support Agreement.

The Concord Select Board applauds the efforts of everyone who's brought the trail proposal this far, and we encourage the key stakeholders to collaborate in its realization. We look forward to walking this path between the two most prominent eras in Concord's history.

Sincerely,

Matthew Johnson, Chair
Concord Select Board

Cc: Natural Resources Commission
Kerry Lafleur, Town Manager

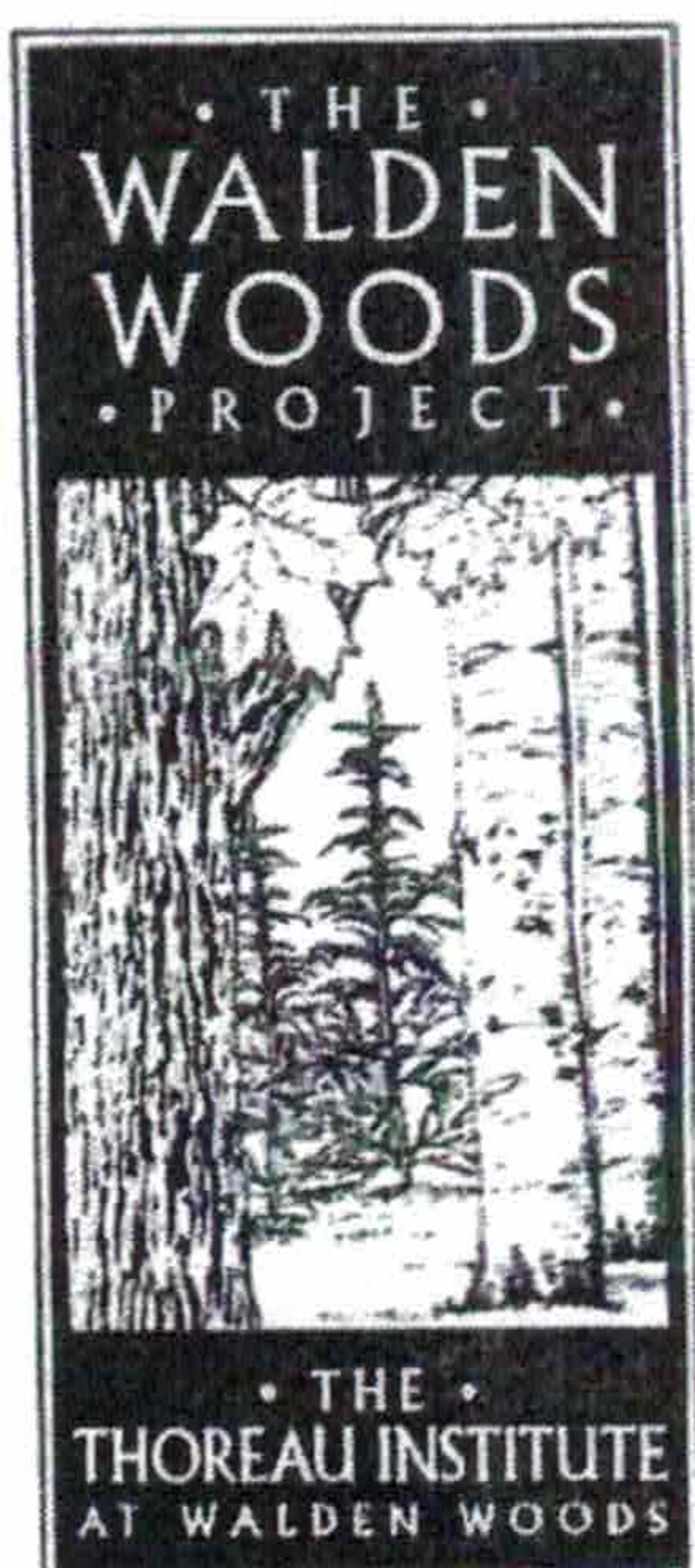
Minuteman National Historical Park (MNHP) is within the larger Freedom's Way National Heritage Area designated in 2009 to preserve the extensive historic cultural resources of the region. In addition to MMNHP, the area includes sites associated with literary giants Luisa May Alcott, Ralph Waldo Emerson and Henry David Thoreau. The proposed trail supports the spirit of Freedom's Way by building a physical connection that links the historical, philosophical and cultural connection of the American revolution with Thoreau's revolution in thinking.

A 2017 study by landscape architecture students at University of Massachusetts that Lori Capone, then Assistant Natural Resources Director, and I served as Concord contact resources for, considered ways to connect the MMNHP "Battle Road" with the communities it passes through. One possible study area for the assignment was, in fact, a proposed trail connecting the Battle Road to the Thoreau birthplace farmhouse. As it turned out, the students did not tackle the complexity of designing this connection to the Battle Road, instead opting for wayfinding blazing and signage for existing trails and routes to other points of interest.

From a trail's perspective, the farmhouse will be linked to Battle Road as a related historical point of interest. Visitors will be greatly aided by ease of access between two significant Concord attractions, while local walkers will also appreciate the convenience of an off-road, cross-town transportation connection. With the trail in place, a walker, starting from the Reformatory Branch Trail in Bedford, can proceed via the Bedford Conservation property and Massport trail system through the Concord Gaining Ground Trail to Virginia Road beside the farmhouse, a pleasant, one-mile passage through wooded properties. From Virginia Road the route would continue across the proposed trail to the Battle Road, on to Meriam Corner and along the sidewalk of Cambridge Turnpike to Concord Center. The result is a transportation corridor that fits the natural features in greenway planning while expanding off-road alternatives to street travel.

In support of a greenway network, the trail will connect cultural and historical features, provide protected observation of wetlands ecology, create extended recreational opportunities, and enhance scenic resources while supporting community character.

Bob White
Concord Trails Committee Chair



44 Baker Farm
Lincoln, MA 01773-3004

phone: 781.259.4700
fax: 781.259.4710

e-mail: wwproject@walden.org
website: www.walden.org

Don Henley
Founder and President

Kathi Anderson
Executive Director

May 26, 2022

To Whom It May Concern:

On behalf of The Walden Woods Project, I wish to express our nonprofit organization's enthusiastic support for the proposed trail connecting the Thoreau Farm (the birthplace of Henry David Thoreau) with the Battle Road Trail of Minuteman National Historical Park (MMNHP).

We view the completion of this path as one of the most important trail projects in this historic region. It will not only link two iconic locations, but will connect two consequential periods of American history through a meaningful and immersive place-based experience in the heart of a beautiful, natural surrounding.

During the past few years of COVID, we have come to better understand the importance of the natural world and outdoor experiences to our physical and mental wellbeing. Trail use and visitation to national and state parks and to other public lands is at an unprecedented level. This speaks to the need to create more opportunities for people to get outdoors and reconnect with nature. This proposed connector trail does just that!

While the proposed trail is short in length -- less than one mile -- it will provide us with the rare opportunity to journey through a century of United States history, from the beginning of the American Revolution in 1775 to the birth of Thoreau and the subsequent Transcendental movement of the 19th century.

The trail will also connect to extensive, existing trail systems in MMNHP and the Town of Concord, offering visitors the chance to further explore the region's vast natural and historic resources. It will be an important addition to MMNHP and will offer park visitors an opportunity to walk over to the nearby Thoreau birthplace house, thereby enhancing the visitor experience at one of our most beloved national historic parks.

The trail project involves a strong public private partnership, which is key to its success, both functionally and financially. It enjoys strong support from a variety of NGOs and other stakeholders. As an organization whose mission revolves around preserving the land and legacy of Henry David Thoreau, The Walden Woods Project is eager to see this trail completed.

Sincerely,

Kathi Anderson, Executive Director
The Walden Woods Project

FREEDOM'S WAY

National Heritage Area | Nature · Culture · History

94 Jackson Road, Suite 311 Devens, MA 01434
978.772.3654 www.freedomsway.org

June 4, 2021

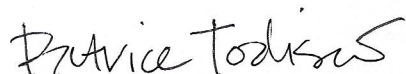
Dear Sir or Madam,

On behalf of the Freedom's Way National Heritage Area, I am writing in support of the Thoreau Farm Connector Trail which will join the Birthplace of Henry David Thoreau on Virginia Road in Concord to Minute Man National Historical Park's Battle Road Trail.

Local trail networks within the Heritage Area are an important component of the region's cultural landscape. They provide much needed opportunities to experience nature while linking town centers and historic sites to regional trail networks. In this regard, the Thoreau Farm Connector Trail is a significant and timely project.

The Freedom's Way National Heritage Area is committed to collaborating with local partners on projects that make a difference in their community. We are pleased to have had the opportunity to provide technical and financial support for the Thoreau Farm Connector Trail in its preliminary phases of development and look forward to continuing to do so in the future.

Kind regards,



Patrice Todisco
Executive Director



Freedom's Way National Heritage Area is managed by Freedom's Way Heritage Association, Inc., a 501(c)3 non-profit organization that works in partnership with the National Park Service to promote the regional identity of 45 communities in Massachusetts and New Hampshire. *Learn more at www.freedomsway.org.*



The Thoreau Society

341 Virginia Road
Concord, Massachusetts 01742

June 15, 2021

To Whom It May Concern:

The Thoreau Society wishes to express its strongest and most enthusiastic support for the Thoreau Farm Trust's efforts to establish a trail connecting The Battle Road Trail with Thoreau Farm, the birthplace of Henry David Thoreau.

Founded in 1941, the Thoreau Society is the largest and oldest organization devoted to an American author. The Society has members from twenty countries around the world, the Penobscot Nation, and all fifty U.S. states. The Society exists to stimulate interest in and foster education about Thoreau's life, works, legacy and his place in his world and in ours, challenging all to live a deliberate, considered life.

Our offices are located at Thoreau Farm where we have been leasing space since the grand opening of the farm to the public in 2009. We have always had a strong collaborative relationship with the Thoreau Farm Trust. During the pandemic, we reached an international audience through virtual programming sponsored by the Write Connection, a joint program, that connects authors, readers, and aspiring authors with Thoreau Farm and Thoreau's timeless ideas.

It is hard to imagine a better way to connect Thoreau with the revolutionary legacy of Concord than a connecting trail between Battle Road and Thoreau Farm. Thoreau has long been associated with the 2d American Revolution brought about in thought by the Concord New England Transcendentalist authors. Thoreau's essay "Civil Disobedience" is regarded globally as an essential document for democracy and the establishment of human rights.

The natural setting of the connecting trail will underscore Thoreau's significance to the worldwide environmental movement, where his book *Walden* has inspired environmentalists from Theodore Roosevelt and John Muir to Jimmy Carter and conservation biologist Edward O. Wilson, who has said that Thoreau "...rightfully can be called the father of environmentalism...."

The connecting trail will continue to build a significant narrative for future generations and visitors to Concord, Massachusetts. I can imagine a day when I can walk along the connecting trail and sing aloud Thoreau's wakeup call for his and all future generations: "...in Wildness is the preservation of the world."

Sincerely,

Michael J. Frederick
Executive Director

Honorary Advisors

Edward O. Wilson, PhD
Conservation Biologist

Terry Tempest Williams
Nature Writer and
Conservationist

James E. Francis, Sr.
Penobscot Nation
Tribal Historian

Executive Director

Michael J. Frederick
Concord, MA

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Ms. Rebeca Migdal
Thoreau Farm
341 Virginia Road.
Concord, MA 01742

October 22, 2024

Dear Rebecca,

Gaining Ground is excited to learn of Thoreau Farm's plan to establish the *Two Revolutions Footpath* between the Thoreau Farm and Minute Man National Historical Park. This proposed path will connect two historically significant pieces of land, encourage visitors and locals alike to explore the area, and will add to Concord's robust network of trails and footpaths. Since Gaining Ground operates our farm and volunteer programs on land adjacent to Thoreau Farm and in the Minute Man National Historical Park, we also see this proposed path as an opportunity to draw attention to our organization and mission.

We fully support the *Two Revolutions Footpath* and look forward to seeing this plan come to fruition.

Sincerely,

The Gaining Ground Board of Directors



**Request for Proposal
RFP #25-2011
Two Revolutions Trail – Professional Engineering Services
Due: Thursday, July 24, 2025 by 2:00 p.m.**

1. INTRODUCTION

The Town of Concord is seeking to engage the services of a qualified firm for professional engineering services for trail design, structural bridge design, preliminary permitting services, geotechnical services, and stakeholder coordination services. Services will support the development of a connector trail between the Minute Man National Historical Park’s Battle Road Trail and Thoreau Farm on Virginia Road. The selected firm will work directly with the Concord Division of Natural Resources (DNR). Eligible respondents must demonstrate that they have successfully completed engineering services similar to those specified in the Project Scope section of this RFP. Familiarity with Concord and/or surrounding towns is preferred.

The total cost of the project shall not exceed \$125,000.

2. INSTRUCTIONS

Sealed proposals must be received and registered at the Town of Concord, Division of Natural Resources office, 141 Keyes Road, Concord MA 01742 by 2:00 p.m. on Thursday, July 24, 2025.

The Proposer shall separately submit two separately sealed envelopes: (1) price proposal containing just the price proposal sheet (five copies and a USB flash drive) and (2) the non-price (or technical) proposal containing five copies and a USB flash drive of all other relevant information in pdf format.

The price proposal sheet, which is attached, shall be completely filled out, signed, and placed in a sealed envelope with the title “Price Proposal”. A cost analysis must be provided for each task in the project scope with a timeline for each task to be accomplished. Personnel performing each task shall be provided with their associated hourly rate and resume.

The technical proposal shall contain all relevant information other than the price proposal sheet. At the very least, it must address and comply with all minimum requirements set forth in this Request for Proposals in order to be considered responsive. The technical proposal information shall be placed in a sealed envelope with the title “Technical Proposal”.

The technical proposal envelope should include the following information:

- A) A description of all principal personnel and resume that includes their experience, and a statement of who will perform each task.
- B) A statement affirming the number of years that the proposer has been developing engineered trail and bridge designs, geotechnical services, technical construction specifications, and opinions of probable cost for trail and bridge designs.
- C) A response to each item of the Comparative Criteria section (Section 6).
- D) A signed Statement of Tax Compliance form, a signed Certificate of Non-collusion form, and a signed Non-Discrimination and Affirmative Action Certification (attached).

Both the envelopes must be marked with the bidder’s name, date of opening, title of the project (“Two Revolutions Trail – Professional Engineering Services”), and either PRICE PROPOSAL or TECHNICAL PROPOSAL.

No oral interpretations will be made to any vendors as to the meaning of the specifications. All requests for such interpretation concerning RFP 25-2011 shall be submitted in writing via email no later than Wednesday, July 16, 2025, at 10:00 a.m. to Natural Resources Director Delia Kaye at dkaye@concordma.gov.

Written responses to any questions that the Town determines are relevant to everyone will be emailed to all individuals on record as requesting the RFP via an addendum. Every interpretation made to the proposer will be sent out as promptly as is practicable. All such addenda shall become a part of the contract documents. Failure to send, or of any proposer to receive, any such interpretation shall not relieve any vendor from any obligation under this proposal as submitted.

A bidder may correct, modify or withdraw a bid by sealed written notice clearly marked as a correction, modification or withdrawal and received at the Division of Natural Resources office prior to the time and date set forth for the proposal submission.

The Town encourages participating by SDO-certified MBE, WBE, VBE, LGBTBE, and SBPP small business. Proposers are invited to outline any supplier-diversity commitments in their response.

3. BACKGROUND

The Thoreau Farm Trust (TFT), a nonprofit organization, preserves Henry David Thoreau's birthplace and offers programs that address his life and writings, and his relevance to our world today. A rarity now in Concord, the recently restored farmhouse is surrounded by fields and woodland, and still evokes the 19th century of Thoreau's time.

The National Park Service (NPS) protects land and locations associated with the beginning of the American Revolution at Minute Man National Historical Park, specifically those associated with

the British march on Lexington and Concord on April 19, 1775. The Battle Road Trail, a 5.5-mile long trail, lies within the field of battle during the first armed conflict of the American Revolution, and interprets the events of that day and life in Concord in the 18th century.

The Town of Concord places high value on the preservation of natural, historic, and cultural resources. The Town's character is deeply linked to these resources, which are key elements of the historical narrative of the Town, the naturalist traditions enshrined by Henry David Thoreau, and the literary traditions of the Transcendentalist writers that flourished in the Town's rich and diverse natural landscape. The abundance of natural areas and conservation land in the Town contributes to the biodiversity that is unique to a community so close to Boston, and the Elm Brook watershed presents a varied array of habitats that is notably rich in birdlife.

The Town, together with NPS and TFT, seeks to connect the Battle Road Trail to Thoreau's birthplace, creating an approximately 1-mile long, ADA-compliant trail. The proposed trail promises to link two exceptional historic places and periods: the 18th century Battle Road and the War of Independence with the house where one of America's most influential 19th century writers was born. The interpretive walk through farmland, wetlands, and woods will offer visitors a deeper understanding of these historic and natural landscapes.

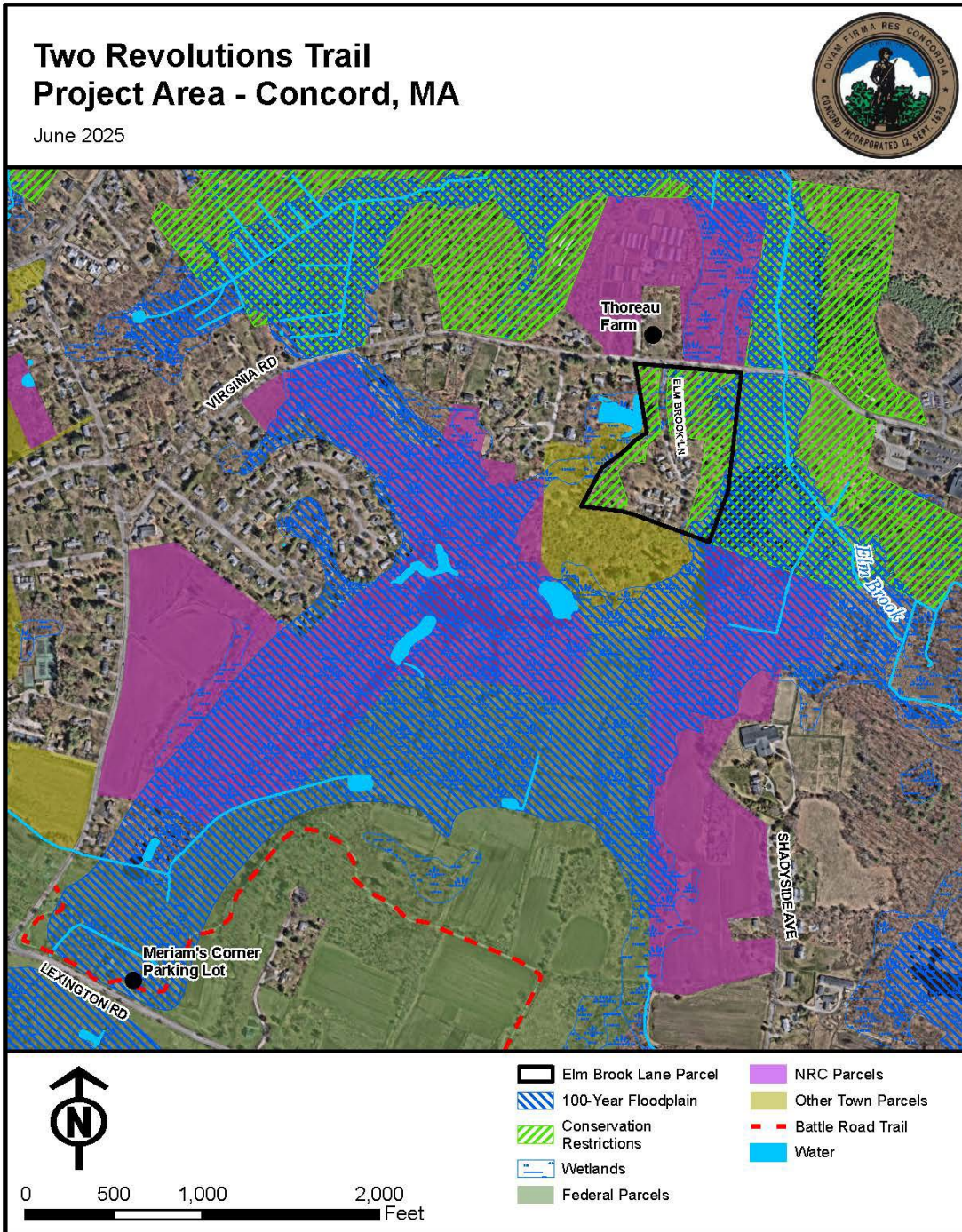


Figure 1. Project Area

The proposed trail will cross an extensive wetland system associated with a tributary to Elm Brook and will require an approximate 270-foot long bridge for a portion of the trail to span wetlands and the Elm Brook tributary. The remaining, non-bridged, portion of the trail is intended to be an unpaved, ADA-compliant surface.

The proposed trail will pass over lands owned by the NPS, Town of Concord, and private property. The private property is the Elm Brook Lane common land, and this parcel is covered by a Conservation Restriction held by the Natural Resources Commission (NRC) that provides for a publicly accessible trail.

4. SCOPE OF WORK

The following Scope of Work is proposed for professional engineering services.

TASK 1: MEETINGS

Project review meetings shall consist of meetings with the Town and other stakeholders to outline the project approach, project design components, consensus on the trail alignment and connection points. Twelve meetings are anticipated between the Consultant and stakeholders including the Town, NPS, TFT, and the Elm Brook homeowners' association.

TASK 2: COMPILE EXISTING CONDITIONS AND TRAIL LAYOUT DRAWINGS

Subtask 2.1: Existing Conditions Plans: The Consultant shall prepare existing conditions base plans for the project limits, including property lines and a key plan. Topography shall be in 2-foot contours compiled from MassGIS LiDAR topographic data. Field survey shall be conducted to supplement areas with obscured or otherwise poorly defined LiDAR data.

Subtask 2.2: Wetland Resource Area Delineation: Federal, state, and local wetland resource areas within the project corridor shall be flagged and field surveyed. The 100-year FEMA floodplain in the vicinity of the Elm Brook tributary crossing shall be surveyed and shown on the plans. The Consultant shall be responsible for obtaining permission(s) from stakeholders to conduct this work.

Subtask 2.3: Trail Section Cost Estimates: The consultant shall develop cost estimates for at-grade trail sections to inform the recommendation of the preferred alternative. The trail shall be least four feet wide. The surface must be firm and stable that allows passage for wheelchairs, walkers, and other mobility aids, with a running slope no steeper 5% and a maximum cross slope of 2%. Wider resting areas and viewing platforms shall be included.

Deliverables:

- An existing conditions plan showing the property lines, project limits, wetland resource areas, treeline, roads, and topographic contours with labels. Plans shall stamped by a Professional Land Surveyor registered in Massachusetts shall be submitted electronically in pdf and AutoCAD.

- A letter report providing cost estimates for at-grade trail sections.

TASK 3: WETLAND RESOURCE AREA DELINEATION APPROVAL

Subtask 3.1: Wetlands Delineation Approval: The Consultant shall prepare and file an Abbreviated Notice of Resource Area Delineation (ANRAD) with the Natural Resources Commission and the DEP Northeast Regional Office (NERO) to confirm the location of wetland resource area boundaries. Assume one meeting for this task.

Subtask 3.2: Permitting Matrix

The consultant shall develop a permitting matrix for all federal, state, and local permitting requirements. Under this task, the Consultant shall also file a Project Notification Form with the Massachusetts Historical Commission. At a minimum, the permitting matrix shall include at least the following, and all other required permits and applications:

- Army Corps of Engineers 404 Permitting
- Federal Endangered Species Act
- EPA Stormwater Pollution Prevention Plan
- Massachusetts Environmental Policy Act
- MA DEP Chapter 91, 401 WQC, WPA
- MA Natural Heritage and Endangered Species Act
- MA Historical Commission
- Concord Natural Resources Commission
- Concord Historical Commission

Deliverables:

- An Order of Resource Area Delineation confirming wetland resource area boundaries in the project location
- A letter report identifying all permits and coordination that will be required to advance the project design, and advising on means and methods to achieve regulatory compliance
- Submittal of a Project Notification Form to MHC

TASK 4: BRIDGE AND TRAIL ALTERNATIVES ANALYSIS

Once an ORAD has been obtained, the Consultant shall identify the trail and bridge location(s) with the least wetland resource area impacts.

Subtask 4.1: Bridge Crossing Alternatives Analysis

The Consultant shall conduct a hydrologic and hydraulic analysis for the Elm Brook tributary and conceptually develop two bridge crossing designs.

Subtask 4.1.1: Hydrologic and Hydraulic Analysis

Hydrology will be based on an analysis of available and/or representative stream gauging information, historic flood data, interpretation of FEMA flood studies, and utilization of USGS StreamStats data. These tools, along with predictive rainfall data from the Northeast Regional Climate Center, will be used to determine flood flow rates for the bankfull flow, and the 25, 50, and 100-year, 24-hour storm events. Consideration shall also be given for other predicted rainfall amounts that consider climate change.

Hydraulics will be based on the US Army Corps of Engineers HEC-RAS computer modeling software to construct a model of the site and perform associated hydraulic analysis. Geometric data will be developed from existing conditions compiled under Task 2. The hydraulic model will provide the flexibility of running a variety of flow conditions and span lengths in an assessment of potential new structures for the Elm Brook tributary crossing.

The effects from scour shall be analyzed based on velocities through the brook crossing structure. Recommendations for scour mitigation measures shall be made to protect any proposed bridge abutments, wingwalls, driven piles, poured piles, etc.

Subtask 4.1.2: Bridge Crossing Alternatives

Two types of elevated trails for the brook crossing shall be evaluated, with conceptual design and estimated costs. The bridge alternatives will be designed with AASHTO-prescribed pedestrian live loads of 90 pounds per square foot.

Deliverables:

- A draft and final H&H report that documents the inputs, assumptions, methodology, and results of the analyses.
- A letter report summarizing the Bridge Alternatives Analysis with supporting plans and cost estimates including a recommendation of the preferred alternative.

TASK 5: GEOTECHNICAL EXPLORATION

Subtask 5.1: Geotechnical Exploration: The Consultant shall provide test borings to evaluate subsurface conditions along the trail alignment and proposed bridge.

- Borings shall be advanced to a depth of 30 to 40 feet (approximately 25 feet below the streambed) or refusal, whichever is shallower. If bedrock is encountered above a depth of 30 feet, provide a 10-foot rock core to confirm material is not a boulder.
- Standard penetration tests shall be performed and split-spoon samples obtained continuously from 5 feet below the streambed and at 5-foot intervals from the soil encountered in boring tests.

For the bridge, one boring shall be conducted at each connection point. For the bridge structure, borings shall be conducted approximately every 30 feet or as deemed appropriate by the Engineer.

The consultant shall be responsible for retaining a drilling contractor, coordinating with public and private utilities for clearance, confirming land access, and identifying and managing any traffic control and vegetation clearing that may be necessary to advance the test borings. This will include permitting requirements to access NPS lands for borings. Archeological monitoring may be required for boring activities on NPS lands and would be the responsibility of the consultant team. The consultant shall coordinate with Minute Man National Historical Park for these requirements.

Deliverable:

- A geotechnical design report that compiles and evaluates the subsurface information and provides geotechnical design and construction recommendations for the proposed bridge substructure elements.

TASK 6: PRELIMINARY DESIGN DRAWINGS AND REPORT

Under this task, the Consultant shall prepare preliminary design drawings of the trail and bridge layout that represent the alternative with the least environmental and cultural resources impact. Consideration of the alternatives developed by the Massachusetts Audubon Society, with the exception of Alternative D, shall be included. A Preliminary Design Report shall also be prepared under this task.

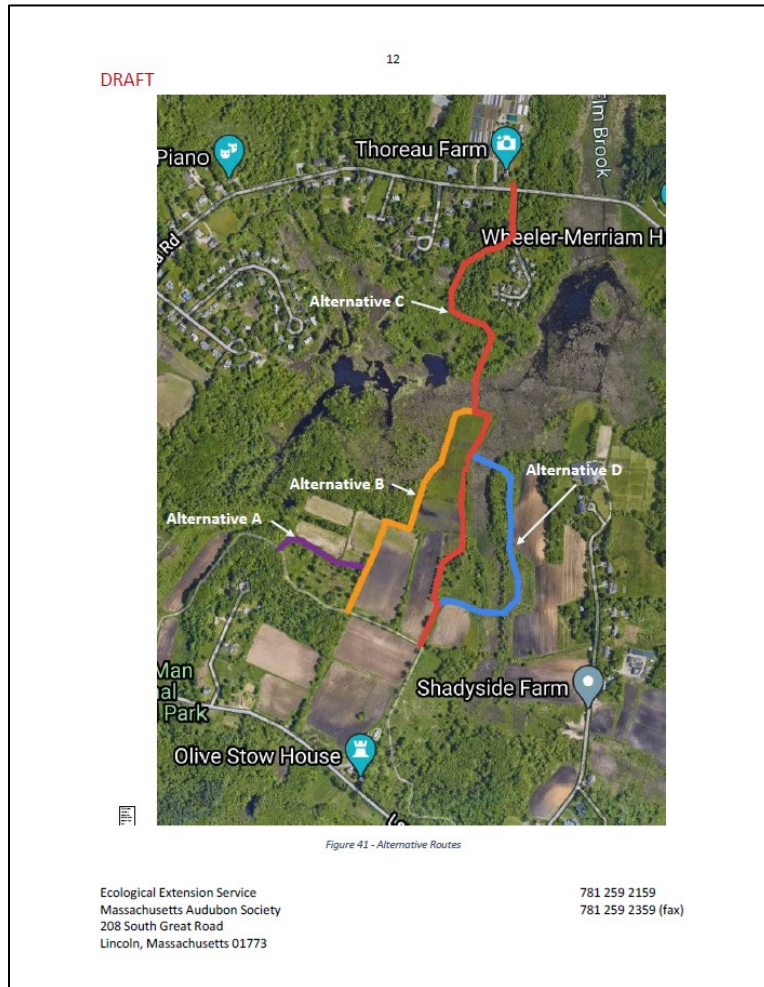


Figure 2. Alternatives developed by the Massachusetts Audubon Society

Subtask 6.1 – Preliminary Design Plans: The Consultant shall develop preliminary design plans to 30% design for the bridge crossing and 50% design for trail elements. Conceptual designs for wetland and floodplain mitigation shall be included under this task. Conceptual design plans shall fit the trail to the natural landscape and include specifications for interpretive signage.

Subtask 6.2 – Preliminary Design Report: The Consultant shall develop a Preliminary Design Report of the project that synthesizes the tasks under this RFP. The Report shall:

- Describe the existing site conditions
- Summarize the results of data collection completed under Task 2
- Provide a discussion of the H&H modeling assumptions, outputs, and results generated under Task 3
- Provide a discussion of the geotechnical analysis generated under Task 5
- Present the engineering and construction considerations for the project

- Identify the specific permitting implications of the project and the approach to completing the permitting process
- Provide an Engineer’s Opinion of Probable Cost (EOPC) for the trail and bridge construction, referencing the latest ENR Cost Index and MassDOT weighted average pricing. The EOPC will include anticipated construction costs as well as anticipated consultant costs associated with future design, permitting, project bid support, and construction-phase management and oversight.

Subtask 6.3 – Presentation Graphics: In order to assist with community outreach for the project, the Consultant shall develop graphics suitable for public presentation. The graphics will portray the preferred alignment, trail finishes, and bridge designs.

Deliverables:

- Draft and final preliminary design plans provided in PDF and/or Auto CAD format, with one hard copy and electronic copies of the final plans stamped by a Professional Engineer registered in Massachusetts. The following information shall be included:
 - Cover Sheet
 - Key Plan and Summary of Quantities
 - Trail Plan/Profile Drawings
 - Cross sections and Typical Details
 - Typical Plan and Elevation of Bridge General Plan
 - Trail Cross Sections and Typical Details
 - Typical Causeway Bridge General Plan and Elevation
 - Elm Brook Bridge General Plan and Elevation
 - Typical Bridge Abutment Developed Views
 - Bridge Typical Deck Sections
 - Wetland and Floodplain Mitigation Notes and Details
 - Construction Staging and Dewatering Details
 - Erosion Control Notes and Details
 - Interpretive Signage Notes and Details
- Draft and final Preliminary Design Report, prepared by a Professional Engineer registered in Massachusetts.
- Draft and final presentation graphics

5. MINIMUM CRITERIA

The proposer must provide the following information:

- A) A comprehensive narrative statement of the firm’s approach to completing the project. This statement should illustrate a full understanding of the project objectives and project obstacles and set out the methods the consultant intends to employ to accomplish the work as required by the RFP. The narrative shall include

information stating how the proposer will accomplish the work as outlined in the Project Scope.

- B) A description of all principal personnel and their experience. Principal personnel must include a Commonwealth of Massachusetts-registered Professional Engineer, wetland ecologist, and surveyor. Include a statement as to the level of involvement the principal(s) will have in the day-to-day execution of the project.
- C) An executive summary that outlines the firm’s experience in pedestrian bridge and trail design, survey, and environmental permitting in New England.
- D) A declaration that the proposer has a minimum of 5 years’ experience designing pedestrian bridge and trail projects.
- E) A list of all the projects with similar scopes of work over the past 5 years including the status of implementation. This reference list should include project description, contact person, and contact phone number.

If a consultant intends to use sub-consultants to complete any of the work, the proposer must clearly outline the work expected to be completed by each sub-consultant and their qualifications and experience.

6. COMPARATIVE CRITERIA

If the minimum criteria have been met, proposals will be compared and evaluated in terms of the comparative criteria by a Review Panel. The ability of the Contractor to meet contracted requirements will be considered as well as the capability, integrity and reliability of the Contractor to meet contract regulations. Proposers must be responsive to the requested information set forth in the Project Scope. Proposals deemed to be non-responsive shall be given a ranking of “unacceptable” and will not be given further consideration for this project. Based upon this evaluation, the review panel will make recommendations to the Town Manager who shall determine the award selection.

Evaluation of acceptable, responding firms will be based on the criteria below. Each criterion is assigned a percentage weighting factor followed by what requirements are necessary to be placed in one of four evaluation categories: Highly Advantageous, Advantageous, Not Advantageous, and Unacceptable.

1. Professional background and caliber of previous experience of key persons within the firm and of each of the firm’s consultants and subcontractors to be assigned to the project including, but not limited to demonstrated experience in wetland delineation and permitting, geotechnical experience, engineering design of trail projects in New England, and preparation of technical construction estimates and opinion of probable construction costs for trail projects with a pedestrian bridge component. Resumes of key people and each person’s precise role in accomplishing the work must be provided and identified. (Weight Factor: 30%)
 - a) Highly Advantageous: The Proposer has more than 10 years of professional experience relating to the content of this RFP.

- b) Advantageous: The Proposer has 5 to 10 years of professional experience relating to the content of this RFP.
 - c) Not Advantageous: The Proposer has less than 5 years of professional experience relating to the content of this RFP.
 - d) Unacceptable: The Proposer has no professional experience relating to the content of the RFP.
2. Favorability of past projects, with preference for projects completed within Massachusetts. (Weight Factor: 25%):
- a) Highly Advantageous: The firm(s) has successfully performed more than 10 similar projects in Massachusetts.
 - b) Advantageous: The firm(s) has successfully performed 5 to 10 similar projects.
 - c) Not Advantageous: The firm(s) has successfully completed less than 5 similar projects.
 - d) Unacceptable: The firm(s) has not successfully completed similar projects.
3. Quality of response to Project Scope as outlined in Section 4. Respondents must describe in detail how the proposer intends to satisfy the Project Scope. (Weight Factor: 25%):
- a) Highly Advantageous: Proposal provides a significant amount of detail in addition to the requirements of the RFP.
 - b) Advantageous: Proposal is complete and meets the requirements of the RFP.
 - c) Not Advantageous: Proposal is mostly complete and meets the majority of the requirements in the RFP.
 - d) Unacceptable: Proposal is incomplete or does not meet most of the requirements of the RFP.
4. Quality of the reference checks. Respondents must provide the name, address, contact person, and phone number of all projects whose project has a similar scope of work as this project from the past 5 years (Weight Factor: 10%):
- a) Highly Advantageous: The References provided have extensive knowledge of the Contractor through the hiring of the Contractor for a project similar in scope and the work of the Contractor is deemed excellent by their references.
 - b) Advantageous: References deem the firm(s) to be involved in the project to be satisfactory as well as confirm the ability of the firm to perform the responsibilities outlined in the RFP.
 - c) Not Advantageous: References only confirm the ability of the firm to perform the responsibilities outlined in the RFP.
 - d) Unacceptable: Referenced do not recommend the firm(s) to be involved in the project or do not confirm the ability of the firm to perform the responsibilities outlined in the RFP.
5. Favorability of the proposer’s presentation in front of a review panel. The proposal will be evaluated based on the proposer’s ability to meet the project’s stated objectives. (Weight Factor: 10%)

- a) Highly Advantageous: The firm(s) provides an excellent presentation clearly demonstrating their ability to perform the responsibilities outlined in the RFP.
- b) Advantageous: The firm(s) provides a good presentation demonstrating their ability to perform the responsibilities outlined in the RFP.
- c) Not Advantageous: The firm(s) only somewhat demonstrates their ability to perform the responsibilities outlined in the RFP.
- d) Unacceptable: The firm(s) provides a poor presentation or does not demonstrate their ability to perform the responsibilities outlined in the RFP.

7. Insurance Requirements

The successful proposer will be required to provide Certificates of Insurances meeting the following:

- A. Certificates of Insurances shall be filed with the Town within 10 business days of the signing of a contract in the following categories and amounts: (1) General liability insurance: \$1,000,000 per occurrence, \$2,000,000 in aggregate; (2) Automobile insurance: \$1,000,000 per occurrence; (3) Workers Compensation: as required by law; (4) Architects and Engineers Professional Liability: \$1,000,00 per occurrence, \$2,000,000 in aggregate; and (5) Umbrella Liability \$3,000,000: Additional Insured for those policies that may provide for such a provision (general Liability, Automobile, and Workers Compensation).
- B. The Certificates of Insurance shall be from an insurance company that is an admitted carrier in Massachusetts and has an A.M. Best rating of “A” or better. The Contractor and all subcontractors waive subrogation rights against the Town for all losses. The Contractor shall notify the Town within 10 days in the event that any or all of these Certificates of Insurance are cancelled.

8. RULE OF AWARD – TERMS AND CONDITIONS

The Town of Concord will determine the most advantageous proposal from a responsible and responsive proposer by taking into consideration the price proposal, all the evaluation criteria set forth in this RFP, responses from references, and answers to interview questions.

The evaluation process will take place in four steps. First, proposals will be screened to ensure they meet the minimum requirements outlined in the Minimum Criteria outlined in Section 5 of this RFP. Second, if a proposal is found to meet the minimum requirements, it will be ranked in terms of the proposer’s responses to Comparative Criteria #1, #2, and #3 in Section 6. Third, the proposals will be ranked based on the quality of the references as outlined in Comparative Criterion #4 and the interview as outlined in Evaluation Criterion #5. Fourth, the price proposal envelopes will be opened, and the proposal will be judged by taking into consideration price and the rankings from steps two and three.

In these matters, the Awarding Authority’s decision will be binding, conclusive, and final. Those who enter into contractual obligations with the Town must not discriminate against qualified,

handicapped individuals in their employment decisions. All services shall be completed within twelve (12) months of contract execution unless extended in writing by the Town. Use of subcontractors requires prior written approval of the Town. The prime Contractor remains fully responsible for subcontractor performance and oversight. Invoices must reference the assignment name, itemize hours or project milestones, and include supporting documentation.

The Town may consider informal any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informality or reject any and all proposals, should the Town deem it to be in the Town's interest.

The Town reserves the right to amend this proposal at any time prior to the deadline for submission of proposals.

The Town may make such investigations as the Town deems necessary and the proposer shall furnish to the Town all such information and data for this purpose as the Town may request.

The Town may also reject proposals which in its sole judgment are incomplete, conditional, obscure, or not responsive or which contain additions not called for, erasures not properly initialed, alterations or similar irregularities, or the Town may waive such omissions, conditions or irregularities, if considered minor.

The Contract will be awarded within forty-five (45) days after the proposal due date unless the time for the award is extended by mutual consent of the parties. During this time, the price proposal shall not change. The Town of Concord anticipates that the contract will be awarded in September 2025.

Those who enter into contractual obligations with the Town of Concord must not discriminate against qualified handicapped individuals in their employment decisions.

The Town reserves the right to cancel the contract at any time for cause as may be in the best interest of the Town. Prior to the Town notifying the Contractor that the Town is terminating this Contract, the Town will write the Contractor a letter explaining how the Contractor is not complying with the Contract. The Contractor will then have 14 days to rectify the problem. If after 14 days the problem is not resolved, the Town will have the right to terminate this Contract. If the Town chooses to terminate this Contract, the Town will write the Contractor a letter stating that the Contract has been terminated. The Contractor may terminate this Contract at any time with 30 days prior written notice. Upon termination of the Contract, the Contractor shall return any equipment and provide the Town with any documents, finished or unfinished, pertaining to the project.

STATEMENT OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, S.49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

NAME OF PROPOSER(S): _____

SIGNATURE(S): _____

PRINTED NAME(S): _____

NAME OF BUSINESS: _____

ADDRESS: _____

SOCIAL SECURITY NUMBER(S) OR FEDERAL ID NUMBER: _____

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, club, or other organization, entity, or group of individuals.

(Signature of individual submitting bid or proposal)

NON-DISCRIMINATION AND AFFIRMATIVE ACTION CERTIFICATION

The Contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment, including but not limited to, the Americans with Disabilities Act 42 USC 12101, 28 CFR Part 35, or as amended; 29 USC S.791 et. seq.; Executive Orders 227, 237, 246; MGL C. 151B; and MGL C. 272, S. 92A, S98 *et seq.*, or any amendments to these provisions.

Pursuant to Executive Orders 227 and 246, the Contractor is required to take affirmative actions designed to eliminate the patterns and practices of discrimination including providing written notice of its commitment to non-discrimination to any labor association with which it has an employment agreement, and to certified minority and women-owned businesses and organizations or businesses owned by individuals with disabilities. The Town of Concord shall not be liable for any costs associated with the Contractor's defense of claims of discrimination.

Signature

Name of Person Signing Proposal

Name of Business

PRICE PROPOSAL SHEET

The total cost of the project shall not exceed \$125,000.

This form will be used by the Proposer as their Price Proposal, for the purposes of compliance with Chapter 30B of the Massachusetts General Laws. Proposers must fill out this form for each year of the contract in its entirety and submit it in a separate envelope as their Price Proposal.

Proposal Price for Entire Project (in numbers): \$ _____

Proposal Price for Entire Project (in words):

Acknowledgement of any addenda (list the Addenda number(s)): _____

The undersigned agrees to provide the Town of Concord with the entire services as detailed in the above defined Request for Proposals at the price stated above:

Company:

Authorized Signature:

Name and Title:

Date: _____

Phone Number: _____

Email: _____

Company Address:

ADDENDA ACKNOWLEDGEMENT FORM

Vendor Name: _____

Vendor Address: _____

Telephone Number: _____

Email: _____

This proposal includes (list addendum numbers): ____

Signature: _____

Title: _____

Date: _____