Memorandum of Agreement between the New York State Department of Conservation and the New York State Office of the Attorney General

THIS Memorandum of Agreement ("MOA") is made by and between the New York State Department of Environmental Conservation ("DEC") and the New York State Office of the Attorney General ("OAG") (each a "Party," and collectively, the "Parties") on this 4th day of November, _____, 2025.

WHEREAS:

1. Environmental Conservation Law § 3-0305(1) authorizes the Commissioner of the Department of Environmental Conservation to "acquire any real property which he deems necessary for any of the purposes or functions of the department, by purchase or as provided in the eminent domain procedure law" and states that no real property shall be acquired by DEC "unless the title thereto is approved by the attorney general."

2. DEC plays a vital role in protecting natural resources and providing the public with outdoor recreational access and prioritizes land acquisition as a critical strategy to protect New York State's ("State") ecological assets and wildlife populations, help achieve climate and conservation goals and establish recreational amenities.

3. OAG protects the People of the State of New York and taxpayer funds when any State agency seeks to acquire any interest in real property to ensure that the seller of the property interest has good title to the property, consistent with the marketable title standard that governs the transfer of real property in New York State.

4. OAG, pursuant to Executive Law § 63(1), defends the interests of the People of the State of New York when actions, such as quiet title actions, are filed concerning the title to real property acquired by the People of the State of New York.

5. OAG has advised DEC that all purchasers of a real property interest in New York, including property purchased on behalf of the People of the State of New York, are entitled to receive marketable title and OAG has further advised DEC of the risks of receiving insurable title instead of marketable title.

ARTICLE I. Purpose and Process Changes

A. The Parties intend to bring about process changes essential to streamlining the land acquisition process and move projects quickly to help meet the State's conservation goals. The Parties agree that an understanding between them concerning certain high priority projects and the continued use of title insurance for certain defects and categories of transactions as described in paragraphs C & D below, that would provide satisfactory coverage for any title defect that would otherwise render the title unmarketable, would be beneficial.

B. High-Priority Matters. With respect to high-priority land acquisition projects, as identified by the DEC Deputy Commissioner of Natural Resources in writing, which includes email correspondence, DEC may request that the OAG perform a due diligence review of title for properties prior to DEC entering into contract. OAG shall make best efforts to accommodate any such request. In the event that DEC intends to acquire such land from a land trust, DEC shall execute a letter of intent that shall be submitted to the land trust and provided to the OAG prior to requesting that the OAG perform the due diligence review of title.

C. Minor Title Defects. The Parties agree that for any transaction in which the OAG has reviewed an abstract of title and identified a minor title defect(s), DEC shall have the option to provide the OAG with a title insurance policy provided by a New York State certified commercial insurer that provides satisfactory coverage for the minor title defect(s). The OAG shall evaluate the title insurance policy to ensure it provides satisfactory coverage for the minor title defect(s). Such coverage may be provided through (1) a policy that lists the item(s) as an exception to coverage in the Schedule B and includes an "identified risk endorsement" provided by the policy underwriter; or (2) a policy that does not list the identified minor title defect(s) as an exception to coverage in the Schedule B. Where a policy does not list the identified title defect(s) as an exception to coverage in the Schedule B as described above, DEC shall provide the title insurance company issuing the policy with written notice by letter with the OAG copied on said written notice by letter, of the potential defect(s) prior to the issuance of a title report in order to establish, for title insurance coverage purposes, that a defect known to the insured has been disclosed in writing to the title insurance company by the insured prior to the issuance of the title insurance policy. If satisfactory coverage has been provided, including, when applicable, satisfactory documentation that the title insurance company issuing the policy has been provided with the written notice by letter, with the OAG copied on said written notice by letter as described above, the OAG shall presumptively accept the policy to resolve the minor title defect(s) for the purpose of title certification.

D. Low-Risk Transactions. The Parties agree that for any low-risk transaction identified below, in which the OAG has reviewed an abstract of title and identified a title defect(s), DEC shall have the option to provide the OAG with a title insurance policy provided by a New York State certified commercial insurer that provides satisfactory coverage for the title defect(s). The OAG shall evaluate the title insurance policy to ensure it provides satisfactory coverage for the title defects(s). Such coverage may be provided through (1) a policy that lists the item(s) as an exception to coverage in the Schedule B and includes an "identified risk endorsement" issued by the policy underwriter; or (2) a policy that does not list the identified title defect(s) as an exception to coverage in the Schedule B. Where a policy does not list the identified title defect(s) as an exception to coverage in the Schedule B as described above, DEC shall provide the title insurance company issuing the policy with written notice by letter, with the OAG copied on said written notice by letter, of the potential defect(s) prior to the issuance of the title report in order to establish, for title insurance coverage purposes, that a defect known to the insured has been disclosed in writing to the title insurance company by the insured prior to the issuance of the title insurance policy. If satisfactory coverage has been provided, including, when applicable, satisfactory documentation that the title insurance company issuing the policy has been provided with the written notice by letter, with the OAG copied on said written notice

by letter as described above, the OAG shall presumptively accept the policy to resolve the title defect(s) for the purpose of title certification.

1. **Acquisition of less than a fee interest**, including interests such as:
    1. Public fishing rights (PFR) easements
    2. Access easements
    3. Public parking and public trail easements.

2. **Donations** (no consideration is paid).

3. **Landlocked parcels** interior to DEC land.

4. Fee acquisitions of "**small projects**" with an acquisition cost equal to or less than $200,000.

5. **Acquisitions of open space** that DEC is acquiring in fee as an addition to a State Forest, Wilderness Area, Wild Forest, Wildlife Management Area, Canoe Area, or other land classification that will not result in significant infrastructure investment on the property, or acquisitions of conservation easements that will not result in significant infrastructure investment by the State on the property. These properties may include minor infrastructure investment (e.g., boat launches, trails, lean-tos, camp sites) but will not include campgrounds, visitor centers, administrative facilities, or other large-scale infrastructure. If the OAG notifies DEC that it has identified a title defect(s), DEC shall promptly provide a letter to the OAG regarding DEC intent for future property development.

E. In any instances where title insurance is to be utilized, DEC shall require that the title insurance company conduct a review that meets all standards outlined in the "New York State Bar Association Real Property Law Section Committee on Title and Transfer Standards For Title Examination." Additionally, the title insurance company will refer to "General Guidance for Real Property Bureau's Title Review Practice and Common Title Objections" developed by the OAG to provide guidance for the title insurance company's title review standards.

F. In any instance where the OAG declines to use title insurance, in whole or in part, to resolve title defect(s) for minor defects or low-risk transactions as described above, the OAG shall (i) provide written explanation of its determination to DEC as to why title insurance will not be utilized, and (ii) recommend alternatives.

If, upon review of the OAG's explanation as to why title insurance will not be utilized, DEC disagrees with the OAG's determination, the Parties may request a meeting between the DEC and OAG contacts listed below as a pre-condition to seeking the involvement of their Appeals Contacts. The DEC and OAG contacts, and if necessary, their Appeals Contacts, shall aim to resolve any such disagreement expeditiously.

ARTICLE II. Contact Points and Meetings

A. To facilitate cooperation under this MOA, each Party will designate a contact point which a Party may amend from time to time by transmitting revised contact information in writing to the other Party. The designated points of contact are:

Contacts	
DEC	**OAG**
Rob Morrell, Bureau Chief Real Property Bureau Department of Environmental Conservation Albany, New York 12233 Robert.Morrell@dec.ny.gov	Michele Walls, Bureau Chief Real Property Bureau Office of the New York State Attorney General The Capitol Albany, New York 12224 Michele.Walls@ag.ny.gov
Appeals Contacts	
Katharine Petronis, Deputy Commissioner Natural Resources Department of Environmental Conservation Albany, New York 12233 Katharine.Petronis@dec.ny.gov	John V. Cremo, Deputy Attorney General State Counsel Division Office of the New York State Attorney General The Capitol Albany, New York 12224 John.Cremo@ag.ny.gov

B. The Parties will meet regularly to review and provide updates for individual projects, assess ongoing efforts and address whether additional actions could be undertaken to improve transactional expediency in ongoing acquisition work.

C. To further streamline the acquisition process and to move projects efficiently, the OAG and DEC shall conduct annual meetings with land trust representatives to review existing and upcoming projects.

ARTICLE III. Miscellaneous

A. This MOA will take effect on the date when it is signed by both Parties.

B. This MOA may only be modified in writing executed by both Parties.

C. This MOA, the terms outlined herein it, and any modifications made pursuant to this MOA, will be evaluated by the Parties three years after execution of the MOA to consider its effectiveness. In the event the Parties determine that the MOA is operating effectively, the terms of the MOA shall remain in effect. Should either Party determine that the MOA is not operating effectively, they may terminate this MOA or seek to modify this MOA, consistent with the provisions of this MOA.

D. There are no third-party beneficiaries of this MOA and nothing in this MOA, express or implied, is intended to confer on any person other than the parties any rights, remedies, obligations or liabilities.

Executed by the Parties:

NEW YORK STATE DEPARTMENT OF ENVIONRMENTAL CONSERVATION

By: _____

Amanda Lefton
Commissioner

NEW YORK STATE OFFICE OF ATTORNEY GENERAL

By: _____

Kumiki Gibson
General Counsel