



Forest Service
U.S. DEPARTMENT OF AGRICULTURE

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATES OF DELAWARE, MARYLAND, NEW YORK, PENNSYLVANIA, VIRGINIA, WEST
VIRGINIA, AND THE DISTRICT OF COLUMBIA
AND
THE UNITED STATES DEPARTMENT OF AGRICULTURE (USDA),
FOREST SERVICE**

This MEMORANDUM OF UNDERSTANDING (MOU) for Shared Stewardship is hereby made and entered into by and between the States Of Delaware, Maryland, New York, Pennsylvania, Virginia, West Virginia, and the District of Columbia hereinafter referred to as “the Parties,” and the United States Department of Agriculture (USDA) Forest Service; hereinafter referred to as “Forest Service.”

Background:

Forests are the backbone of the Chesapeake Bay restoration effort and depend on active forest management to stay healthy and resilient. This Memorandum of Understanding for Shared Stewardship builds upon the initial Chesapeake Bay Shared Stewardship MOU signed in 2020. The state forestry agencies of Delaware, District of Columbia, Maryland, New York, Pennsylvania, Virginia and West Virginia and the USDA Forest Service renew their commitment to advance Shared Stewardship in the Chesapeake Bay watershed. Federal, state, and local partners in the Chesapeake Bay watershed have been integrating their restoration work for decades through the Chesapeake Bay Program partnership, with involvement from multiple USDA agencies. The Chesapeake Bay Program has set a global standard for cross-boundary watershed restoration and prioritizes watershed forestry as a foundational element of the watershed restoration effort. State forestry agencies have been critical partners, bringing on average approximately \$26 million annually in programmatic investments to the Chesapeake Bay watershed restoration effort. State programs further leverage federal investments that support coordinated, cross-boundary watershed restoration efforts. Tribes in the Chesapeake Bay region continue to seek opportunities to engage in the Chesapeake Bay Program partnership, led by the Environmental Protection Agency. In this context, shared stewardship provides a framework for partners to work collaboratively to manage, conserve, and restore forests to protect the Chesapeake Bay and its watershed.

The Chesapeake Bay watershed is the largest estuary in North America and a national treasure encompassing 64,000 square miles, including rural areas, dense cities, and a socio-political hub. Forests cover two-thirds of the watershed, extending from the Appalachian Mountains to the coastal plains and are critical for providing clean water to the Bay and a range of public values and benefits to over 18 million residents. However, between 2013-2022, 176,845 acres of forests (.7%) were lost to development watershed wide. The watershed is also agriculturally productive with more than 83,000 farms. Most of the watershed’s forests are held in private ownership (80%), so private landowners are a key partner in restoring forest health. In addition, the watershed is also rich with forested public land that provide valuable recreation opportunities, with portions of two National Forests (6% of forested lands) and numerous state and local forests (20% of forested lands). The forestry sector provides an estimated direct output of over \$26 billion annually within the Chesapeake Bay watershed as well as \$15.3 billion in ecosystem service benefits annually.



The 2020 Chesapeake Bay Shared Stewardship Agreement was the first watershed-scale Shared Stewardship agreement in the country. The Chesapeake Bay Program has signed multiple agreements to guide restoration efforts since it was established in 1983, and in 2025, the partnership approved a revised Watershed Agreement that includes an ambitious Healthy Forests and Trees goal to conserve and restore forests throughout the watershed. This revised Shared Stewardship Agreement strengthens commitments in the original Shared Stewardship Agreement and outlines pathways to achieve the watershed forestry goals established in the 2025 Watershed Agreement.

Title: Shared Stewardship

I. PURPOSE: The purpose of this MOU is to document the cooperation between the parties to work together in accordance with the following provisions. Forests are the most beneficial land use for water quality, but forests must be healthy and resilient to effectively contribute to watershed restoration efforts. There are many threats and stressors that need to be addressed to ensure forests stay as forests. The purpose of this revised MOU is to reaffirm the commitments from the 2020 Shared Stewardship Agreement and establish a framework for working in partnership to achieve the Healthy Forests and Trees outcome in the 2025 Watershed Agreement. This MOU establishes multiple goals to improve forest health and resilience using Shared Stewardship through:

- Restoring forests to improve their health and resilience to stressors such as disaster events, diseases, pests, and invasive species;
- Strategically incorporating agroforestry practices into farms and communities to strengthen economic viability and environmental benefits;
- Supporting community-based tree planting, maintenance, management and conservation initiatives;
- Increasing public knowledge of the benefits of forests and forest management for maintaining water quality;
- Conserving working forestland and fostering economic development strategies that support healthy markets and provide jobs;
- Actively and sustainably managing forests to provide clean water, clean air, recreational activities, and wildlife habitat while protecting communities from the impacts of natural disasters, wildfire and environmental changes.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Forest Service and the Chesapeake Bay watershed states share a commitment to a coordinated, landscape-scale approach to forest restoration and management that supports healthy and resilient ecosystems, robust forest product markets and revitalize rural economies. Centering adaptive management of working forests as a cornerstone of this internationally recognized watershed restoration effort provides an example for other regions and countries. In consideration of the above premises, the parties agree as follows:

- **Increase the pace and scale of restoration:** Coordinated planning and implementation will enable larger, more effective projects that cross jurisdictional boundaries, leverage skills and capacities, and address resilience, wildfire risk, forest health, and watershed protection at scale.



- **Leverage state-federal and public-private partnerships:** All available authorities will be used to enable land management agencies in the Chesapeake Bay watershed to lead in the management of forests across all lands in accordance with applicable law.
- **Improve resilience through active management:** Increasing the pace and scale of active management across all forestlands will help improve resilience for Chesapeake forests, communities and infrastructure, in line with federal priorities.
- **Expand markets for forest products:** Accelerating active forest management requires stronger forest product markets to be economically sustainable. Strengthening both traditional and new forest products markets we anticipate will reduce reliance on imports and support job creation in rural communities. Partnership goals to restore and conserve healthy forests reflect the land base needed for future forest products and demonstrate the interconnection between environmental and economic sustainability.

III. THE PARTIES AGREE TO:

- A. Work collaboratively to meet the Healthy Forests and Trees goal in the 2025 Watershed Agreement.** The 2025 goal aims to conserve, manage and restore forests and tree cover throughout the watershed and establishes multiple quantitative targets to achieve by 2040 including planting and maintaining 202,000 acres of forests; reducing the rate of forest conversion to other land uses by 33%; planting and maintaining 45,000 acres of community trees; and planting and maintaining 7,500 acres of riparian forest buffers annually. The Parties are committed to identifying where there is the greatest opportunity to advance these targets across federal, state and private lands to help partners appropriately scale progress towards goals. Collaborative efforts will focus on creating high-quality projects and developing science-based tracking and reporting for forest management, working forest conservation, riparian forest buffer restoration and community tree planting.
- B. Implement the State Forest Action Plans.** All states identify Chesapeake Bay as a multi-state priority area in their State Forest Action Plans and share many priorities that are supportive of Chesapeake watershed restoration, including forest health, forest markets, agroforestry and community forestry. The Forest Legacy areas of need identified by states also establish priority areas for conservation. To accomplish shared goals of the Chesapeake State Forest Action Plans and the 2025 Watershed Agreement, the Forest Service is committed to continue engaging during the development and updating of State Forest Action Plans. In addition, the parties are committed to collaborating on the development of the Healthy Forests and Trees Management Strategy in support of the 2025 Watershed Agreement.
- C. Support the efficient and effective delivery of Cooperative Forestry Assistance Act (CFAA) authorities,** including addressing forest health threats on private lands and assisting private landowners in managing their forests. Funding provided through CFAA authorities to state forestry agencies has enabled state forestry agencies to deliver high-leverage programs on the ground that support collective goals, measure progress in a consistent way, and to be leaders in this world-renowned watershed restoration partnership.
- D. Advance landscape-scale restoration and conservation priorities.** The Forest Service has a long history of convening and collaborating with state forestry agencies in the watershed on landscape-



scale restoration efforts, facilitated by a dedicated Forest Service Liaison to the Bay Program that will continue to coordinate cooperative efforts under this MOU. The Parties are committed to continued cooperation around forest conservation and restoration in the Chesapeake Bay watershed as they work towards the goals in the 2025 Watershed Agreement. The Chesapeake Bay Program's Management Strategy and Workplan for the Healthy Forests and Trees goal outcome will provide a guide for priorities and planning at the watershed, state and local scale to ensure practices are implemented where they will deliver the greatest benefit. In a multi-jurisdictional regulatory environment, the Bay Program provides a mechanism for coordinating across boundaries and incentivizing priority watershed forestry practices that improve water quality by providing water quality credit to states towards their regulated Total Maximum Daily Load (TMDL). The Parties will continue to advance implementation of these priority practices, including riparian forest buffers, community tree planting, agroforestry and forest harvesting Best Management Practices (BMPs).

- E. Leverage networks to enhance restoration impact as members of the Chesapeake Bay Program's Forestry Workgroup.** Partner networks, including interested Tribal partners, provide opportunities to support shared learning by demonstrating examples of effective programs and practices through presentations and field tours, identifying emerging challenges and priorities (ecological and cultural) that can be addressed through a collective regional approach and collaborative efforts to advance conservation and restoration priorities.
- F. Expand hardwood seedling production and native plant production for watershed restoration projects.** Meeting the reforestation and afforestation goals established in the 2025 Watershed Agreement, state goals for reforestation and forest restoration, and Forest Service priorities all require an increased, stable nursery stock, including a diversified offering of species and cultivars to meet demand. The Parties are committed to continuing to support each other and coordinate efforts.
- G. Accelerate active management.** Active forest management is a critical tool for improving forest health and resilience. As the Bay Program broadens its scope with the Healthy Forests and Trees outcome under the 2025 Watershed Agreement, the Parties will collaborate, share expertise, and connect existing local and regional forestry networks that have not historically engaged with the watershed restoration effort. Strengthening networks will increase capacity to facilitate management at scale across multiple smaller-acreage properties where it is often not economically viable to do management independently. Networks will also be leveraged to share resources and examples of communications and interpretation products to educate the public about the purpose and benefits of active management. The Parties will also complement active management being conducted through Good Neighbor Agreements (GNAs) on the National Forests by supporting management on the extensive network of state and private forested lands in the watershed and providing financial and technical support to landowners.
- H. Maintain and enhance the economic benefits and values of forests.** The Parties will seek to expand diverse and sustainable forest product markets, including markets for innovative wood products and developing new market pathways for low-value wood products. Working with the Bay Program, the Parties anticipate reinforcing the link between healthy markets, healthy forests, and a healthy Bay and identifying marketing models that would be suitable for branding Chesapeake Bay Forest products. The parties will engage collectively and with other partners to focus on retaining mill infrastructure. In addition, the Forest Service will collaborate to help address policy barriers for forest products markets and the forestry supply chain and support wood utilization programs.



- I. Increase coordination and collaboration with the National Forests in the Chesapeake Bay watershed.** The National Forests contain the headwaters to the Chesapeake Bay watershed and play a critical role in maintaining clean water. The George Washington and Jefferson National Forests and the Monongahela National Forest have current Good Neighbor Agreements with Virginia and West Virginia, respectively, to support active management and improve the health and productivity of National Forest System lands. Subject to available appropriations and agency priorities, the Forest Service will support the current GNAs over the next five years so that the states can effectively manage their staffing levels proportional to the additional responsibility and workload these partners are taking on under the GNAs. The Parties will also work to identify additional opportunities and authorities for collaboration with each other, Tribal partners, and local organizations with the National Forests on Chesapeake Bay restoration efforts, including improving sustainable recreation access, minimizing the impacts of recreation on water quality and reducing the risk of flooding and wildfire. Additional agreements may be entered into to complete this work.
- J. Mitigate and collaborate on forest health risks, wildfire and natural disasters to keep forests as forests and maintain clean water.** The Parties agreed that the alignment of strategies to address forest health issues such as insects, diseases, invasive plants, and natural disaster events across the watershed is necessary. Ongoing commitments include slowing the spread of spongy moths, targeted hemlock woolly adelgid suppression actions, and detection and treatment of beech leaf disease. The Forest Service anticipates using available funding and emergency authorities to respond to immediate or long-term forest health and natural disaster recovery on forestlands utilizing all available tools including expedited NEPA procedures, agreements, contracting, and procurements. The parties anticipate using a range of active management practices across ownership boundaries, including forest management, reforestation, prescribed burning and riparian forest buffer conservation and restoration. Mitigating and co-managing risk will improve resilience to flooding and other natural disasters, reduce hazardous fuels, and support local communities.
- K. Collaborate to identify pertinent forest-related research questions** on issues including but not limited to prescribed fire, forest economics, forest health and water quality, agroforestry, private land ownership trends, public values and benefits, and forest cover trends and projections, and work with the watershed states and research partners to address those questions.
- L. Collaborate with other federal agencies to support strategic forest conservation and restoration.** As most land within the watershed is privately owned, the parties will continue to work with the USDA Natural Resources Conservation Service and Farm Service Agency to provide technical and financial assistance to farmers and other private landowners for riparian forest buffers, agroforestry practices and forest management. Multiple other federal agencies own forested land in the watershed and are engaged in the Chesapeake Bay Program and other complementary landscape-scale conservation initiatives, including Sentinel Landscapes and the Chesapeake Conservation Partnership. The parties will continue to engage with these initiatives, as appropriate, to advance coordinated, efficient and strategic forest conservation and restoration efforts that contribute to long-term watershed health and resilience. The parties will also identify opportunities to increase collaboration to support implementation of other outcomes in the 2025 Watershed Agreement, including Public Access, Protected Lands, Brook Trout, and Stewardship.

IV. MUTUAL UNDERSTANDING AND AGREEMENT BETWEEN THE PARTIES:

- A. Legal and regulatory expectations** - The parties are bound by all applicable Federal, State, and



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local statutes and regulations. Nothing in this Agreement is intended to alter, limit, or expand the agencies' statutory and regulatory authority. If conflicts arise, the parties will evaluate how authorities can best achieve the goals of a project.

- B. Tribal rights and interests** - The Parties understand Tribes may have treaty or reserved rights, consider certain areas or objects sacred, or have other interests in National Forest System lands and waters covered under this agreement. The Forest Service may consult Tribes if it determines that policy formulation or implementation under this agreement, or related contracts/agreements, have Tribal implications. Nothing in this agreement or related contracts/agreements alters the federal government's government-to-government and trust relationship with Tribes or limits the Forest Service's authority under or compliance with federal law.
- C. Communication** - The parties will conduct business pertaining to this MOU by means of in-person meetings, conference calls, or other means and, in each calendar year, the parties will meet at least once annually to evaluate progress on the MOU and report annual accomplishments on Chesapeake Progress.



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PRINCIPAL CONTACTS: Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Delaware Contacts:

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Maryland Program Contact	Maryland Administrative Contact
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New York Program Contact	New York Administrative Contact
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Pennsylvania Program Contact	Pennsylvania Administrative Contact
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Name: Patti Nylander Address: 900 Natural Resources Dr. #800 City, State, Zip: Charlottesville, VA 22903 Telephone: 434-962-8172 Email: Patricia.nylander@dof.virginia.gov	Name: Jackie Newton Address: 900 Natural Resources Dr. #800 City, State, Zip: Charlottesville, VA 22903 Telephone: 434-996-7614 Email: Jackie.newton@dof.virginia.gov

Principal West Virginia Contacts:

West Virginia Program Contact	West Virginia Administrative Contact
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Forest Service Program Contact	Forest Service Administrative Contact
Name: Susan Ellsworth Address: 626 E. Wisconsin Ave City, State, Zip: Milwaukee, WI 53202 Telephone: (414)-232-9591 Email: Susan.ellsworth@usda.gov	Name: Katherine Brownson Address: 1750 Forest Drive, Ste 130 City, State, Zip: Annapolis, MD 21401 Telephone: (410)-991-2613 Email: Katherine.brownson@usda.gov



V. PROVISIONS:

- A. Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute). This agreement neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable authorities. Nothing in this agreement is intended to alter, limit, or expand the agencies' statutory and regulatory authority.
- B. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the Parties from entering into agreements for similar activities with other entities.
- C. NONBIDDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The Parties will manage their respective resources and activities in a separate, coordinated mutually beneficial manner to meet the purposes of this Agreement. Nothing in this Agreement authorizes any of the Parties to obligate or transfer anything of value.
- D. USE OF SEPARATE INSTRUMENTS. The Parties will evaluate the use of and need for separate authorities and instruments to implement management activities and projects. Specific projects or activities that involve a transfer of services, and/or anything of value, require the execution of separate instruments. Such instruments may include but are not limited to: Good Neighbor Authority Agreements, Stewardship Contracts, Collection Agreements, Challenge Cost-Share Agreements, Participating Agreements, Collection Agreements, Volunteer Agreements, Domestic Grants, or through procurement actions.
- E. COMMENCEMENT, REVIEW, EXPIRATION, AND TERMINATION. This MOU is executed as of the date of the last signature and will remain in effect for up to five years unless terminated or modified. Any of the Parties may, in writing, terminate this Agreement, in whole or in part, at any time before the expiration date.



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AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

In witness whereof, the parties hereto have executed this MOU as of the last date written below.

U.S. Department of Agriculture, Forest Service:

Date: 9/15/26

By: 
Thomas M. Schultz Jr.
Chief, USDA Forest Service

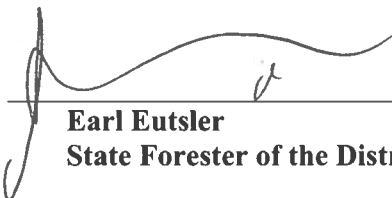
State of Delaware:

Date: 9/16/26

By: 
Kyle Hoyd
State Forester of Delaware

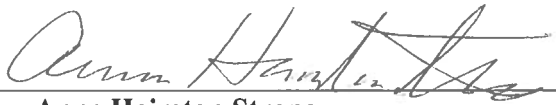
District of Columbia:

Date: 9/16/26

By: 
Earl Eutsler
State Forester of the District of Columbia

State of Maryland:

Date: 9/16/26

By: 
Anne Hairston Strang
State Forester of Maryland

State of New York:

Date: 9/14/26

By: 
Fiona Watt
State Forester of New York



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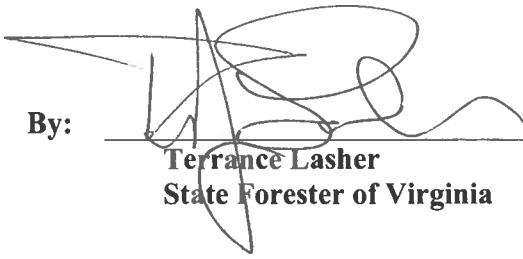
State of Pennsylvania:

Date: _____

By: Seth P. Cassell
Digitally signed by Seth P. Cassell
Date: 2026.09.15 21:27:35 -04'00'
Seth Cassell
State Forester of Pennsylvania

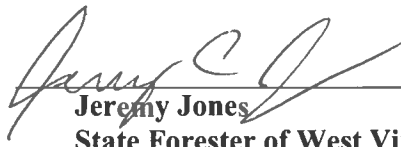
State of Virginia:

Date: 9/16/2026

By: 
Terrance Lasher
State Forester of Virginia

State of West Virginia:

Date: 9/16/2026

By: 
Jeremy Jones
State Forester of West Virginia



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Paperwork Reduction Act Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond, to a collection of information unless it displays a valid OMB control number. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The OMB control number for this information collection is 0596-0217. Response to this collection of information is mandatory. The authority to collect the information Section 7 of the Granger-Thye Act (16 U.S.C. 580d) and Title IV of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1751-1753). The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: U.S. Department of Agriculture, Clearance Officer, OIRM, 1400 Independence Avenue, SW, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB# 0596-0217), 725 17th Street NW, Washington, D.C. 20503.

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To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

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