

EXECUTIVE OFFICE OF ENERGY & ENVIRONMENTAL AFFAIRS

Rebecca Tepper, Secretary
Grant Announcement



BID ENV 24 DCS 10
Posting Date: August 19th, 2024

Land Acquisition for Forest Reserves Grant
FY 2025
BD-25-1042-ENV-ENV01-106446

1. GRANT OPPORTUNITY SUMMARY:

A. PROPOSALS SOUGHT FOR: Financial assistance to 501(c)(3) organizations, municipalities, and other qualified conservation organizations for the permanent protection of forest reserves to ensure forest habitats may continue to mature over time, and contribute to carbon sequestration and storage as part of the Commonwealth's overall climate mitigation strategy.

B. OVERVIEW AND GOALS: The Executive Office of Energy and Environmental Affairs (EEA) protects, conserves, and restores the natural resources of the Commonwealth. To fulfill this mission, Rebecca Tepper, Secretary of EEA, is making available funding for the FY25 Land Acquisition for Forest Reserves Grant Program.

The Land Acquisition for Forest Reserve Grant Program is part of the Healey-Driscoll Administration's Forests as Climate Solutions Initiative and conserving forest land as part of meeting the state's aggressive climate goals. This program advances protection for forested lands that will allow natural processes to determine forest structure and composition, and where timber harvest is prohibited. The designation and protection of forest reserves is intended to:

1. Provide an opportunity for older forest habitats to mature and develop over time with little or no active effort to intervene in ecological processes.
2. Contribute to climate resilience through the maintenance of connected forest blocks and species movement corridors that provide a variety of important ecosystem processes, functions, and services.
3. Provide opportunities for passive outdoor recreation and other public enjoyment to serve a diverse public with wide-ranging recreational values.
4. Contribute to carbon sequestration and storage as part of the Commonwealth's overall climate mitigation strategy.
5. Maintain passively managed reference sites that provide unique opportunities for ecological research, comparative studies of forest dynamics within different age classes and types of forest and enable long-term monitoring.

C. ELIGIBLE PROJECTS: Purchase of forested land in fee simple or purchase of a conservation restriction (CR). See further details regarding project eligibility in section 2B.

D. ELIGIBLE APPLICANTS: This bid is open to qualified 501(c)(3) organizations formed for land conservation purposes, municipalities, and other conservation organizations (such as Land Banks).

E. APPLICATION DEADLINE: **Friday, September 27th 2024 at 3:00 pm.** See section 4.

F. FUNDING AVAILABILITY: Maximum grant award is \$2,000,000 unless increased at the discretion of the Secretary. See further detail on funding availability in section 2E.

G. BUDGET REQUIREMENT: This is a reimbursement program. Applicants selected to receive funding must demonstrate grantee expenditure for the total project cost. See further detail on budget requirements section 2F.

H. TOTAL ANTICIPATED DURATION OF CONTRACT(S): Contracts issued pursuant to this bid must expend all approved project costs on or before December 31, 2026.

I. REGULATIONS, STATUTES, OR AUTHORIZATION GOVERNING THIS GRANT PROGRAM: This bid is issued according to Chapter 209 of the Acts of 2018 and Chapter 268 of the Acts of 2022. All properties for which grant assistance is provided will become permanently protected open space for purposes of forest reserves, dedicated to conservation and passive recreation purposes. Property interests acquired by entities subject to Art. 97 of the Amendments to the Constitution of the Commonwealth with funding from this program will become permanently protected open space under Article 97, dedicated to conservation use in accordance with M.G.L. c. 40, §8C and must be open to the public for appropriate passive recreational use.

Successful applicants may receive funds provided to Massachusetts under the American Rescue Plan Act of 2022 (“ARPA”). As such, these awardees may be considered sub-recipients of ARPA funds and will need to comply with all governing federal laws and regulations. These include, but are not limited to: 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards (Uniform Guidance); 2 CFR Part 25 Universal Identifier And System For Award Management; various reporting requirements; and various federal non-discrimination laws including Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975. Grant contracts will include language reaffirming these requirements and providing the Commonwealth with remedies if a grant recipient fails to comply with these requirements.

EEA will take compliance with Section 3A of MGL c. 40A into account when making grant award recommendations.

J. CONTACT INFORMATION:

Vanessa Farny
Executive Office of Energy and Environmental Affairs
100 Cambridge Street – Suite 900
Boston, MA 02114
(857) 330-1978
vanessa.farny@mass.gov

2. Performance and Contract Specifications

A. ELIGIBLE APPLICANTS: This bid is open to qualified 501(c)(3) organizations that have been formed for land conservation purposes, municipalities, and other conservation organizations (such as Land Banks).

B. ELIGIBLE PROJECT(S)/SCOPE(S) OF WORK: Applications will be accepted for projects to be completed through December 31, 2026 that achieve the purchase of forest land in fee, or the purchase of a CR as defined in G.L. c. 184, § 31, that adheres to terms that permanently protect forest and ensure natural processes may persist for ecological benefit and to promote carbon storage and sequestration for climate change mitigation and resiliency. Forest protection consistent with Forest Reserve designation will be secured in perpetuity through the terms of a Conservation Restriction, or a recorded project agreement that prohibits timber harvest and/or active forest management, and identifies that land will remain in forested condition for its ecological function.

Applications may include any combination of the following acquisitions:

1. Purchase or gift of forested land in fee simple to be conserved in perpetuity as forest with appropriate recorded document to ensure forest is allowed to mature and develop over time with little or no active intervention in ecological processes consistent with the goals of the program in perpetuity through the terms of a Conservation Restriction, or recorded project agreement that prioritizes natural ecological structure and function (see Attachment D).
2. Purchase or gift of a perpetual CR that achieves permanent conservation of forest that allows forest habitats to mature and develop over time with little or no active effort to intervene in ecological processes.

Forest reserves may be different sizes depending on their regional landscape setting, the structure and function of the forest ecosystem, and the ecological processes that help shape them. While the permanent protection of larger contiguous forest will be prioritized, smaller reserves may be established within a larger forested landscape to protect rare plants, endangered species habitat, or areas with important forest characteristics, such as high-value habitat features or rare natural communities. Smaller reserves ideally will include areas of varying topography, moisture, and soil regimes to protect natural variation across the landscape ensure ecological resiliency. More information on grant priorities can be seen in the grant's rating system.

Reserves on private conservation and municipal lands should complement state forest lands where feasible and suitable.

Land proposed to be purchased with grant funds must be currently unprotected. Land that is already protected for any purpose under Article 97 or under an EEA-approved CR, an APR or WPR is ineligible for funding. Article 97 status is conferred to a property purchased by an entity subject to Art. 97 with funding from an EEA grant program (LAND, PARC, Conservation Partnership, or LWCF) or by its acquisition by a government entity for any Article 97 purpose.

Lands enrolled in Chapter 61, 61A or 61B are not classified as permanently protected land and are eligible to receive funding.

Municipally-owned land that is not Article 97, or with unclear or disputed Article 97 status may, at the discretion of EEA, be included in a project to secure Article 97 status. Applicants must justify the inclusion of any such parcel.

Land cannot be already be owned by a 501(c)(3) non-profit environmental or conservation organization unless it was purchased no earlier than the bid posting date with the sole intention of purchasing the land

in anticipation of a potential grant award. Any exercise of this exemption is at the risk of the non-profit organization. EEA does not guarantee funding as a result of this exemption.

C. APPRAISAL REPORTS:

Appraisals will be required of all properties proposed to be purchased with grant funding or protected as part of meeting the 50% match. Appraisals must be submitted at least 60 days prior to closing on the purchase of property and not later than December 31, 2025. The Applicant or a project partner must be the client for the appraisal; the owner of the property cannot be the client. All appraisal reports must be prepared in accordance with the EEA Specifications for Analytical Narrative Appraisal Reports. See the DCS website for detailed Appraisal Report Requirements at <http://www.mass.gov/eea/docs/eea/dcs/fy15-gr/eea-grant-programs-appraisal-report-requirements.pdf>.

- 1. Parcels with an estimated value of under \$28,000:**
One certified appraisal report, restricted appraisal report, or contracted market analysis.
- 2. Parcels with an estimated value of between \$28,000 and \$72,000:**
One certified appraisal report or restricted appraisal report.
- 3. Parcels with an estimated value of between \$72,000 and \$750,000:**
One certified appraisal report.
- 4. Parcels with an estimated total value of over \$750,000:**
One certified appraisal report. Applicants are strongly encouraged to obtain a second appraisal report or review appraisal.

EEA reserves the right to request additional or review appraisals, as it deems necessary.

D. EVALUATION CRITERIA:

Each application will be scored using the criteria below.

- **Landscape considerations (30%)** such as the forest's contribution to water quality protection, connection to existing protected landscapes, proximity to existing State Forest Reserves or other lands managed explicitly for ecological integrity, and overall ecological contribution to intact, interconnected habitats with limited forest fragmentation as identified through BioMap Forest Core, BioMap Landscape Blocks, DEP Drinking Water Supply designations and other GIS data.
- **Ecological contributions (30%)** such as whether the forest supports sensitive wildlife or wildlife habitats, unique natural communities and/or overall biodiversity that is associated with intact forest canopy, forest structural complexity or late seral characteristics.
- **Size and configuration (20%)** of properties. Proposed reserves of a variety of sizes will be considered, but larger properties with robust core to edge ratios will be scored higher as they tend to demonstrate greater resilience, support a greater variety of habitats with greater species diversity, and provide more protection from outside disturbances to ensure ecological process and function may persist. Small forested properties that benefit special status species or forest stands that contribute to the overall protection and function of landscape corridors, or core forest habitats will be considered.

- **Ecological conditions (10%)** that are consistent with low levels of past or present disturbance (e.g. land clearing, agriculture, forest plantations, extensive or heavily impacted trails, roads, and utility infrastructure). Forest stands with minimal invasive plant, animal, and/or pathogen populations, or other anthropogenic stressors to ecosystem health present will be prioritized.
- **Public passive recreational access (10%)** is encouraged. Project parcels acquired in fee should accommodate dispersed, passive recreational activities such as hiking, hunting, and wildlife observation to the extent such access is feasible and compatible. Public access accommodations will be considered in the evaluation of the overall project quality. While reasonable restrictions on the time, place, and nature of public use are encouraged, public access, where provided, must be permanent and by right.

E. FUNDING AVAILABILITY, BUDGETING GUIDELINES & ALLOWABLE EXPENDITURES:

Reimbursement rate: 50%

Maximum award amount: \$2,000,000 unless increased at the discretion of the Secretary

Applicants selected to receive funding may not use other state funding sources for acquisition costs on the same property interest, unless it is funding contributed by a state agency participating as a project partner. Use of CPA or Land Bank funds is permitted.

Awardees with executed contracts will be reimbursed for eligible expenditures incurred within the contract period as documented by invoices and cancelled check or wire transfer statements or an attested treasurer's statement from the Applicant's account. Applicants will not be reimbursed for land purchased prior to the bid release date. State and federal land conservation agencies are eligible project partners, and may contribute financial, stewardship, ownership, or facilitative resources, but are ineligible to receive reimbursement from this grant program.

All contracts shall be subject to available funding. If available funding ceases for any reason, contracted partners will be notified in writing and the contract shall be deemed under suspension and contract performance must halt. A contractor will not be entitled to compensation for any performance provided during the period of contract suspension. EEA may lift the suspension, in writing, if additional funding is received.

Successful applicants may receive funds provided to Massachusetts under the American Rescue Plan Act of 2022 ("ARPA"). As such, these awardees may be considered sub-recipients of ARPA funds and will need to comply with all governing federal laws and regulations. These include, but are not limited to: 2 CFR Part 200 UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance); 2 CFR Part 25 UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT; various reporting requirements; and various federal non-discrimination laws including Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975.

F. BUDGET REQUIREMENT:

A detailed budget for all project component(s) is required. Submit a budget that identifies the full project cost, including estimated property valuations (appraisals developed to EEA specifications will be required

to support valuations prior to purchase, but may be pursued after grant award). Please identify the source of other anticipated funding and timeline for commitments.

Grant awards may not exceed 50% of total eligible project costs and may not exceed \$2,000,000 unless increased at the discretion of the Secretary. Reimbursement requests for individual eligible costs may be up to 100% of the cost, provided the sum of reimbursement requests do not exceed 50% of documented project costs. Municipal and non-profit partners must secure authorization to raise, borrow, or otherwise appropriate their respective shares of the total project costs, as well as secure authorization to spend 100% of respective project costs in anticipation of a grant reimbursement payment. EEA may approve or disapprove individual portions of a proposed budget.

Grant funding may be used for reimbursement of acquisition costs, as well as due diligence costs associated with the purchase or gift of eligible land (fee simple) or a perpetual CR, including:

- Purchase of property interests
- Survey work
- Recording fees
- Title search and certification
- Appraisal (only if the appraisal was conducted in the contract period.
- Baseline Documentation Report preparation work (up to \$1,500 per BDR)

Ineligible project costs include, but are not limited to:

- Legal fees (except those incurred with title research, certification, or closing)
- Stewardship endowments
- Staff salaries
- Equipment or goods
- Any other items as determined by EEA

All match is subject to EEA approval.

Reimbursement may be requested at periodic intervals, based upon the completion of transactions or other project deliverables consistent with terms and conditions agreed upon by the awardee and EEA.

G. PROJECT TERMS:

Awarded projects must abide by the Standard Commonwealth of Massachusetts Terms and Conditions. All contracts are subject to successful negotiation of a Final Scope of Services. EEA does not guarantee that any contracts may result from this bid. It is anticipated that projects could commence when the relevant contract is executed, or capital allocation completed. Amendment to contracts is at the sole discretion of EEA.

H. ANTICIPATED DURATION OF CONTRACTS: Contracts will end on or before December 31, 2026.

I. DELIVERABLES, OWNERSHIP, AND CREDIT DUE:

Acquisitions resulting from this bid must be permanently conserved for natural resource protection purposes in a manner that prioritizes standing forest and existing ecological function. Permanent protection of the property may be achieved by:

- Recording a conservation restriction pursuant to Sections 31-33 of Chapter 184 of the MA General Laws with terms that restrict any alteration or manipulation of the natural, ecological regime including uses for timber harvest, forest management or other forest products.
- Recording a Project Agreement that, if it involves an entity subject to Art. 97, bestows protection under Art. 97 of the Amendments to the Constitution of the Commonwealth, or codifies the permanent forest protection and restricts future forestry use as intended under this grant achieved through a resolution voted by the Board of Directors;

In addition, the following requirements apply:

- Acquisitions by municipalities must be held by the Conservation Commission.
- If Community Preservation Act (CPA) funds are used to acquire project lands, adherence to CPA regulations is required, including the conveyance of a perpetual conservation restriction to an appropriate 501(c)(3) organization within the meaning of M.G.L. c. 184.
- Fee simple acquisitions by must be encumbered by a CR or a recorded EEA Project Agreement referencing a vote or board resolution affirming that property acquired as part of the grant funded project will be permanently protected as forest land for the purposes outlined and will remain in its present forested condition in perpetuity for conservation and ecological benefits, and without allowances for forestry or the harvest of timber.
- CRs held by 501(c)3 non-profits or municipalities must be approved by the Secretary of EEA. Additional information is available on the DCS website.
- Applicants must show good, clear title to all fee properties acquired.

J. REPORTING: Awardees will be required to submit periodic progress reports.

K. INVOICING: This grant program is a **reimbursement** program. Award recipients will be provided a billing form they must submit with invoices and documentation of payment for all project costs for which reimbursement is sought. Only approved expenses incurred during the period of contract are eligible for reimbursement. Periodic reimbursement can be accommodated if discussed in advance with the grant manager and approved by EEA. The additional following documentation will be required when filing for reimbursement:

- Copies of recorded documents (deed restriction or CR)
- Copy of title certification (not title insurance)
- Copy of recent, recorded survey with metes and bounds.
- Copies of cancelled checks from the Applicant (both sides), wire transfer statements, bank statements, or attested statement of Treasurer indicating the amount of payment, date paid, associated check or transaction numbers, and authority of payment.

3. Instructions for Application Submission

A. APPLICATION SUBMISSION: An electronic copy of the application must be received via email by Friday, September 27th 2024 at 3:00 pm. Applications will not be accepted after the deadline.

Submit the electronic copy of the completed application with all required documentation via email or file share service with the subject line “Forest Reserves Grant Application_ [Project Name]” to vanessa.farny@mass.gov.

B. REQUIRED DOCUMENTS:

A complete application package includes:

1. Application form
2. Appraisal report(s) if available
3. Cover letter signed by an authorized signatory for the applicant organization (e.g., President, CEO, Chair of the Board of Selectmen), authorizing the project manager to apply for the grant on behalf of the applicant.
4. Project narrative
5. Property map(s) illustrating project parcels, protection status of connecting/adjacent parcels, habitat values and other relevant resources and features, including water ways, ponds or lakes, as well as roads and;
6. Documentation of existing stewardship and/or management on forested conservation properties currently owned or managed by project proponent.

C. DOCUMENTATION REQUIRED IF SELECTED TO RECEIVE FUNDING:

If selected, the Applicant will be required to submit the following forms to complete a contract:

- Commonwealth Standard Contract Form
- Commonwealth Scope and Budget Form
- Completed Contractor Authorized Signatory Listing

The Commonwealth Standard Contract Form, Commonwealth Scope and Budget Form, and Contractor Authorized Signatory Listing are available prior to submission of an application under the Forms and Terms tab of this CommBuys posting, as well as:

<https://www.mass.gov/lists/osd-forms>.

D. APPLICATION STEPS AND PROCEDURES:

1. Application is submitted by deadline.
2. DCS contacts applicant to arrange in-person site visits.
3. EEA evaluates applications using grant program selection criteria.
4. Awards are announced and grant recipients receive a formal award letter.
5. Contracts are issued to awardees for signing and subsequently executed by EEA.
6. Municipal partners secure funding authorization (if not already secured) via vote to (a) authorize the municipality to appropriate, transfer from available funds, expend from its Conservation Fund, or borrow a sufficient amount to meet its contribution obligations as required. A municipality may vote to borrow funds in anticipation of state or federal reimbursement prior to receiving a grant award (M.G.L. C. 44, §8C) (b) designate the Conservation Commission to hold and manage the property for conservation and passive recreation (M.G.L. C. 40, §8c). Vote language must be reviewed and approved by the grant program manager prior to the vote.
7. Conservation Restrictions are submitted for DCS review (as applicable): Parcels that involve a Conservation Restriction must have a draft CR reviewed by DCS. Draft CRs should be submitted to DCS per the instructions on the [DCS website](#) and no later than 4 months prior to anticipated closing.
8. Appraisals for the property interest(s) to be acquired are submitted no later than 60 days prior to closing or December 31, 2025.
9. Complete due diligence to ensure properties have clear title and a recent metes and bounds survey can be recorded.

9. Municipal partners must adhere to state procurement laws, M.G.L. C. 30B (Uniform Procurement Act). Municipal acquisitions fall under Section 16(2)(e), and require advertising in the Central Register 30 days prior to closing. Communities using CPA funds for the acquisition are exempt from this requirement.
10. Purchase properties and record all required documents for grant reimbursement.
11. Request reimbursements.
12. Reimbursement payments are made by electronic funds transfer.

4. Deadlines and Procurement Calendar

A. RELEASE OF BID: Friday, August 16, 2024

B. INFORMATION SESSION: No information session will be hosted. It is strongly recommended that applicants contact the EEA grant manager with questions prior to grant submittal.

C. QUESTION PERIOD: Questions about this bid will be answered through the Deadline.

D. APPLICATION DEADLINE: September 27th, 2024 at 3:00 pm

E. ESTIMATED AWARD DATE: Awards are estimated to be announced about 90 days after the grant application deadline, with contract negotiations to begin immediately thereafter.

F. ESTIMATED CONTRACT START DATE: Notwithstanding any verbal representations by the parties, or an earlier start date listed in the Standard Contract Form, and only after an award is issued and a final scope of services has been negotiated, the effective start date of a contract shall be the latest of the following dates: the date the Standard Contract Form has been executed by an authorized signatory of the contractor and the procuring department; the date of secretariat or other approval(s) required by law or regulation; or a later date specified in the Standard Contract Form.

5. Miscellaneous

A. TYPE OF PROCUREMENT: Grant

B. USE OF THIS PROCUREMENT BY SINGLE OR MULTIPLE DEPARTMENTS: This bid is a single department procurement. All contracts awarded under this bid will be utilized solely by EEA and its agencies, including the Departments of Conservation and Recreation and Fish and Game.

C. REQUEST FOR SINGLE OR MULTIPLE CONTRACTORS: This bid is seeking multiple contracts.

D. BID DISTRIBUTION METHOD: This bid has been distributed electronically using the CommBuys system. It is the responsibility of every Applicant to check CommBuys for any addenda or modifications to the bid to which they intend to respond. The Commonwealth of Massachusetts and its subdivisions accept no liability and will provide no accommodations to Applicants who fail to check for amended bid and submit inadequate or incorrect responses. Potential Applicants are advised to check the “last change” field on the summary page of bids for which they intend to submit a response to ensure they have the most recent bid files. The application and answers to questions will be posted on the DCS website at www.mass.gov/grant-programs-offered-by-the-division-of-conservation-services.

Those submitting a proposal must respond in accordance to the bid directions and complete only those sections that prompt an applicant for a response. Modifications to the body of this bid, specifications, terms and conditions, or which change the intent of this bid are prohibited. Any unauthorized alterations will disqualify the response.

E. LIST OF ATTACHMENTS TO THIS BID:

- A. Application Form
- B. Requirements for Acquisition Projects Funded Through the Community Preservation Act
- C. Sample Municipal Vote
- D. Sample Project Agreement

ATTACHMENT A: APPLICATION

Massachusetts Executive Office of Energy and Environmental Affairs Forest Reserves Grant Program

FILLABLE APPLICATION FORM – FY2025
Deadline: Friday, September 27th at 3:00 pm

Instructions:

- Submit the application with all required materials by email to vanessa.farny@mass.gov.
- Attachments cannot exceed a total of 10 MB.
- Please label the required attachments as follows: [Name of attachment from attachment checklist]_[Applicant]_[Project Name]
- Please format attachments as PDFs unless submitting as a Word Document.

1. APPLICANT INFORMATION

Applicant: _____

Address: _____

Project Manager

This is the person who will be the day-to-day contact for the project and who will represent the grantee in communication with DCS. Attach authorization from the Chief Executive Officer identifying the individual named below.

Name: _____

Position: _____

Phone Number: _____

E-mail address: _____

2. PROJECT INFORMATION

Project name: _____

Property Acres: _____ Number of parcels: _____

Interest to be acquired Fee
 Conservation Restriction (CR)
 Both fee and CR

If both, explain: _____

County: _____

Assessor's parcel map(s)/lot number(s): _____

Current owner(s) _____

Does property have frontage on a street? Yes No

If yes, list street(s): _____

Will the property be publicly accessible for compatible passive recreation? Yes No

Describe: _____

Past Use(s) of Property: _____

Are there buildings or structures on the property? Yes No

If yes, list each and indicate current and planned use. This grant program is intended to preserve undeveloped land, not to purchase buildings. Buildings are ineligible for funding and should be excluded from any appraisal, deed and/or CR.

Will this project involve the removal of structures? Yes No

Are there project partners involved? Please describe:

How much permanently protected land does this project abut? _____ acres

How much abutting protected land is forested? _____ acres

3. ACQUISITION AND FUNDING DETAILS

Has an appraisal report been completed for the property/ies? Yes No

If no, please share details on how the property value has been developed: _____

Have terms for the proposed acquisition been discussed and/or negotiated with the landowner?

P&S executed with terms and date for closing.

Negotiated sale: \$ _____

P&S in negotiation

__Other agreements in place with landowner
Describe: _____

__Under discussion. No P&S or other agreements in place.

When do you anticipate this project to be completed? _____

Funding request:

Only costs incurred during a grant recipient's contract period will be reimbursed.

Please submit this table in a separate budget sheet if necessary.

Item	Total Cost (\$)	Grant request (\$)
Property acquisition*		
Recording fees		
Title certification		
Survey		
Other eligible cost(s):		
TOTAL:		

Please identify other proposed source(s) of funding for the project that will contribute to the full-project cost (e.g. federal grants, CPA, other):

4. PROJECT NARRATIVE

Please include a 1-2 page narrative that describes the following as applicable:

- The property characteristics including forest composition, age, former uses, recreational, historical, educational values, contribution to water quality protection, or connection to existing protected lands.
- How the proposed project enhances other protected open space, particularly contiguous forest habitat.
- Development threat to the property.
- If the property supports sensitive wildlife habitats, unique natural communities and/or makes any other contributions towards state-wide biodiversity goals.
- Any management or stewardship concerns or considerations (existing populations of invasives, existing trails or property uses)
- An outline of the project schedule; please address any existing agreements with landowners.

5. PROJECT QUALITY

Biodiversity and resource protection: Please include maps with data layers that clearly support the information provided below. See [MassMapper](https://maps.massgis.digital.mass.gov/MassMapper/MassMapper.html) for relevant data and more information (<https://maps.massgis.digital.mass.gov/MassMapper/MassMapper.html>).

What percentage of the project is within MA Natural Heritage and Endangered Species Program (NHESP) BioMap Forest Core Habitat? _____ %

How much of the property is NHESP designated Rare Species Core? _____ %

What percentage of the project is within MA Natural Heritage and Endangered Species Program (NHESP) Critical Natural Landscape? _____ %

The Nature Conservancy's [Resilient Land Mapping Tool](https://www.maps.tnc.org/resilientland/#/explore) (<https://www.maps.tnc.org/resilientland/#/explore>) assigns an average climate resiliency score to identify the importance of the site for climate change adaptation, what is the aggregate resiliency score for the project? _____ SD

Water resources: Please include maps with data layers that clearly support the information provided below.

How many acres are located within 500 feet of the ocean, a lake, pond, river, stream, or wetland? _____ acres

Please identify the waterbody/ies: _____

How many acres are located within:

A Zone I or II, Zone A or B drinking water supply area? _____ acres

A sole-source, medium-, or high-yield aquifer? _____ acres

List of Required Attachments:

1. Cover letter signed by an authorized signatory for the applicant organization (e.g., President, CEO, Chair of the Board of Selectmen), authorizing the project manager to apply for the grant on behalf of the applicant.
2. Project narrative
3. Property map(s) illustrating project parcels, protection status of connecting/adjacent parcels, habitat values and other relevant resources and features, including water ways, ponds or lakes, as well as roads that support the application responses;
4. Documentation of existing stewardship and/or management on forested conservation properties currently owned or managed by project proponent;
5. Appraisal report(s) if available. Please consult the bid document for appraisal requirements and deadlines to ensure appraisals can be provided as needed if grant funding is awarded.

Attachment B: Requirements for Acquisition Projects Funded Through the Community Preservation Act

The Community Preservation Act (CPA) requires that, for municipal fee acquisitions, the municipality convey a Ch. 184 Sec. 32 Conservation Restriction to a qualified 501(c)(3) organization whose purpose is land and/or water conservation (e.g., land trust). **Conveyance of a CR to a qualified entity is required for reimbursement under this grant program if property is acquired in part with CPA funding.**

Pointers for authorizing, drafting & conveying a Conservation Restriction (CR):

1. At the same time that it votes to acquire the property, the municipality should vote to authorize the grant of the CR and also indicate that the purchase of the property and conveyance of the CR be a simultaneous closing.
2. The deed to the municipality should indicate that the municipality might grant a CR to the specific entity identified to hold it or to an entity authorized to hold a CR under M.G.L. Ch. 184, Sec. 32.
3. As long as the CR is recorded **after** the deed of acquisition (even if immediately after), the unrestricted value (and therefore higher value) of the property is used for DCS grant funding determinations.
4. The fact that the funding statute *requires* the restriction may mean that a party seeking a charitable contribution deduction in connection with a bargain sale of property may not be able to use the unrestricted value of the property in calculating the tax benefit.
5. The “proceeds” clause of the CR, if conveyed at no cost to the grantee, must provide that the municipality (as the fee owner) receives all of the proceeds of an extinguishment or taking, and the grantee receives none of such proceeds. In the event that the land ever is converted to non-conservation use, the municipality would still be responsible for replacing the converted property with land of equal or greater monetary value and conservation use as described in the Program Regulations, as though the land were owned in fee simple. Applicants should consult with DCS for guidance on drafting conservation restrictions for the appropriate language.

Community Preservation Act

Section 12 of the Chapter 44B Real property interest; deed restriction; management

(a) A real property interest that is acquired with monies from the Community Preservation Fund shall be bound by a permanent restriction, recorded as a separate instrument, that meets the requirements of sections 31 to 33, inclusive, of chapter 184 limiting the use of the interest to the purpose for which it was acquired. The permanent restriction shall run with the land and shall be enforceable by the city or town or the commonwealth. The permanent restriction may also run to the benefit of a nonprofit organization, charitable corporation or foundation selected by the city or town with the right to enforce the restriction. The legislative body may appropriate monies from the Community Preservation Fund to pay a non-profit organization created pursuant to chapter 180 to hold, monitor and enforce the deed restriction on the property.

(b) Real property interests acquired under this chapter shall be owned and managed by the city or town, but the legislative body may delegate management of such property to the conservation commission, the historical commission, the board of park commissioners or the housing authority, or, in the case of interests to acquire sites for future wellhead development by a water district, a water supply district or a fire district. The legislative body may also delegate management of such property to a nonprofit organization created under chapter 180 or chapter 203.

Sample Vote Language for Community Preservation Act Projects

To see if the Town [or City] will vote to raise, borrow and/or appropriate \$Total Project Cost for the acquisition by gift, negotiated purchase or eminent domain of a parcel of land of approximately ___ +/-acres owned by OWNER as described on Assessors Map___, Parcel ___, to be managed and controlled by the Conservation Commission of the Town [or City] of XXX in accordance with Chapter 40, Section 8C for conservation and passive recreation purposes, and to meet said appropriate with funds transferred and/or borrowed in accordance with M.G.L. Chapter 293, the

Community Preservation Act and to authorize the Treasurer, with the approval of the Board of Selectmen, to issue any bonds or notes that may be necessary for that purpose, as authorized by M.G.L. Chapter 44, or any other enabling authority, and that the Town Manager [or Board of Selectmen or City Council or Mayor] be authorized to file on behalf of the Town [or City] of XXX any and all applications deemed necessary for funds in any way connected with the scope of this acquisition, and the Town Manager and the Board of Selectmen [or Mayor and the City Council] and the Conservation Commission be authorized, as they deem appropriate, to enter into all agreements and execute any and all instruments including the conveyance of a perpetual conservation restriction in accordance with M.G.L. Chapter 184 as required by Section 12(a) of Chapter 44B or Chapter 293 Section 10 of the Acts of 1998 as amended, as may be necessary on behalf of the Town [or City] of XXX to affect said purchase. Said conservation restriction may be granted to the [Name of Grantee] or any other organization qualified and willing to hold such a restriction.

Attachment C: Sample Municipal Votes

Each community should draft its warrant article or city council resolution with the guidance of municipal counsel. The form will vary with the type of project, source of funding, etc. All should include the following elements:

- I. Authorization to expend an amount equal to the full cost of the project (or project component subject to vote). All DCS grant programs are *reimbursement* programs; therefore, the total project cost must be raised or appropriated through current tax levy or borrowed; project bills paid by the municipality and then a reimbursement request is made to DCS consistent with the terms of the contract.
- II. Indication of the source of funding (Conservation Fund, Community Preservation Act Fund, general fund, borrowing, etc.). M.G.L. Chapter 44, sections 7, 8C, and 12(a) on Municipal Indebtedness, allows cities and towns to borrow in anticipation of reimbursement. It is strongly recommended that the warrant article or city council order is prepared with the advice of city/town counsel, treasurer and accountant to ensure that the appropriate section is noted in the warrant article. These sections permit the municipality to borrow in anticipation of a grant and require that a grant agreement be executed before the treasurer actually obtains the borrowed amount. This assures DCS that the municipality has budgeted for 100% of the total project cost, and assures the municipality that the project need not be completed if the proposal does not receive grant assistance. For further advice, please contact the Department of Revenue, Division of Local Services at (617) 626-2300.
- III. Acquisition projects: indicate that land is being acquired for forest conservation (Chapter 40, Section 8c) and will be in the care and control of the Conservation Commission per the program regulations.
- IV. Authorization for the conservation to seek reimbursement under this grant program, and enter any necessary contracts thereto.
- V. If a taking is involved in an acquisition project, the conservation commission must, in writing, request the selectmen or city council to take the property via eminent domain.
- VI. Communities may also consider allowing the subsequent conveyance of a Conservation Restriction (if CPA requires).

The following is a sample vote authorizing the acquisition of conservation land intended only as a point of reference. **Municipal Counsel should always be consulted when drafting Town Meeting warrant articles or City Council resolutions.** The draft article or order should be submitted to DCS for review prior to the Town Meeting or City Council to ensure compliance with the grant program.

Sample Town Meeting Warrant Article

To see if the TOWN will vote to appropriate, and authorize the Treasurer with the approval of the Selectmen [describe method of appropriation and/or borrowing according to M.G.L. Chapter 44, note particularly Section 8C], to borrow the sum of \$TOTAL PROJECT COST, for the purpose of purchasing for conservation and passive recreation purposes, by eminent domain or negotiated purchase or otherwise, a certain property together with buildings thereon, known as the PROPERTY NAME consisting of XXX acres, more or less, as shown on a plan entitled "Plan of Land in MUNICIPALITY made by SURVEYING FIRM dated XX/XX/XX"; that said land be conveyed to said CITY/TOWN under the provisions of Massachusetts General Laws, Chapter 40, Section 8c, and as it may hereafter be amended and other Massachusetts statutes relating to Conservation, to be managed and controlled by the Conservation Commission of MUNICIPALITY, and the Conservation Commission be authorized to file on behalf of MUNICIPALITY any and all applications deemed necessary for grants and /or reimbursements from the Commonwealth of Massachusetts deemed necessary under Chapter 132A, Section 11 and/or any others in any way connected with the scope of this Article, and the TOWN and the Conservation Commission be authorized to enter

into all agreements and execute any and all instruments as may be necessary on behalf of MUNICIPALITY to affect said purchase.

Sample City Council Vote

A RESOLUTION TO APPLY FOR, ACCEPT, AND EXPEND A GRANT FROM THE COMMONWEALTH OF MASSACHUSETTS EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS, DIVISION OF CONSERVATION SERVICES

WHEREAS: The Commonwealth of Massachusetts Executive Office of Energy and Environmental Affairs (EEA) Division of Conservation Services (DCS) is making funding available through the Land Acquisition for Forest Reserves Grant Program;

WHEREAS: The Land Acquisition for Forest Reserves Grant Program was established to assist municipal conservation commissions in acquiring forested land for natural resource protection and passive outdoor recreation purposes;

WHEREAS: The permanent preservation of open space is a priority of the CITY; and

WHEREAS: The CITY will vote to appropriate, and/or borrowing according to M.G.L. Chapter 44, notes particularly Section 8C], to borrow the sum of \$TOTAL PROJECT COST, for the purpose of purchasing for conservation and passive recreation purposes, by eminent domain or negotiated purchase or otherwise.

WHEREAS: The NAME OF THE CITY has identified an assembly of parcels of TOTAL LAND ACREAGE known as PROJECT NAME that would be preserve for PURPOSE OF THE PROJECT.

WHEREAS: The CITY intends to submit an application to EEA to fund up to REIMBURSEMENT RATE of the purchase price of the PURCHASE IN FEE/CONSERVATION RESTRICTION for the property known as PROJECT NAME.

NOW THEREFORE, BE IT RESOLVED:

1. That the City Manager be and is hereby authorized and requested to file an application with EEA for a Land Acquisition for Forest Reserves grant;
2. That the city manager be and is hereby authorized to accept grant funds and execute contracts, and any amendment thereto, in order to carry out the terms, purposes, and conditions of EEA DCS Land Acquisition for Forest Reserves Grant Program;
3. That the city manager be and is hereby authorized to take such other actions as are necessary to carry out the terms purposes, and conditions of EEA DCS Land Acquisition for Forest Reserves Grant Program.

ATTACHMENT D: SAMPLE PROJECT AGREEMENT

THE COMMONWEALTH OF MASSACHUSETTS EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS DIVISION OF CONSERVATION SERVICES

Forest Reserve Grant Program

PROJECT AGREEMENT

Made this ____ day of _____, 2024, between the (AWARDEE), with an address of (ADDRESS), (TOWN), (ZIP), hereinafter referred to as the **PARTICIPANT**, and the Commonwealth of Massachusetts acting by and through the Secretary of the Executive Office of Energy and Environmental Affairs, hereinafter referred to as the **COMMONWEALTH** with an address of 100 Cambridge Street, Suite 900, Boston, MA, 02114.

Premises: (Property Name) - Approximately (#)± acres of land (Assessor Parcel #) in the Town of (TOWN), (COUNTY) County, Massachusetts. For PARTICIPANT's Title, see;

Book /Page _____ or

Land Court Certificate _____.

In the _____ (COUNTY) County Registry of Deeds/ Land Court Registry District)

WHEREAS, the PARTICIPANT has made an application to the COMMONWEALTH for assistance under the Massachusetts Land Acquisition for Forest Reserves Grant Program for a project briefly described as follows: **the (FEE SIMPLE/CR) acquisition of (#ACRES)± acres of land in the Town of (TOWN), known as the (NAME) Project, for the purpose of permanent forest protection and land conservation, hereinafter referred to as the PROJECT.**

WHEREAS the COMMONWEALTH has reviewed said application and found the PROJECT to be in conformance with the purposes of the Healey-Driscoll Administration's Forests as Climate Solutions Initiative and the Forest Reserves Grant Program.

WHEREAS, the COMMONWEALTH has approved said application and has obligated certain funds in the amount of (GRANT AWARD VALUE) dollars (**\$XX.00**), for its completion in the entirety, which funds are subject to the terms of this Agreement and the Land Acquisition for Forest Reserves Grant Program.

NOW THEREFORE:

1. The COMMONWEALTH and the PARTICIPANT mutually agree to perform the terms and conditions of this Agreement in accordance with the Massachusetts Land Acquisition for Forest

Reserves Grant Program to ensure that the PROJECT will be maintained in perpetuity in its natural, forested condition, and to prevent any use or change that would materially impair the ecological benefits bestowed.

2. The PARTICIPANT agrees to perform the PROJECT described above by managing, and maintaining the PROJECT in accordance with the terms, conditions and obligations contained in the PARTICIPANT'S application(s) as approved, including any promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances made a part thereof, and furthermore, in accordance with any special terms and conditions attached to and incorporated in this Agreement. No significant deviations from the PROJECT shall be undertaken without advance approval by the COMMONWEALTH.
3. The PARTICIPANT agrees that the area of the PROJECT shall be open to the general public for appropriate passive use and shall not be limited solely to residents served by the PARTICIPANT. The PARTICIPANT shall display on the PROJECT a sign indicating that the PROJECT received Forest Reserves Grant Program funds and set forth the terms of appropriate public access.
4. The PARTICIPANT acknowledges the applicability to the PROJECT of Article 97 of the Amendments to the Massachusetts Constitution that states, in part, "The people shall have the right to clean air and water...and the natural, scenic...and esthetic qualities of their environment... Lands or easements taken or acquired for such purposes shall not be used for other purposes or otherwise disposed of except by laws enacted by a two-thirds vote, taken by Yeas and nays, of each branch of the General Court." The PARTICIPANT hereby agrees that any property comprising the PROJECT will not be used for purposes other than those stipulated herein or otherwise disposed of unless the PARTICIPANT receives the appropriate authorization from the General Court, and the approval of the Secretary of Energy & Environmental Affairs.
5. The PARTICIPANT hereby covenants and agrees that the Project shall be devoted to forest protection and conservation purposes in perpetuity, within the meaning of Article 97 of the Commonwealth's Declaration of Rights and shall not be used for other purposes.
6. The PARTICIPANT agrees that, should the property not be suitable for or serve the purposes of a forest reserve, the PARTICIPANT shall manage the property for general conservation and public passive recreation purposes.
7. If PARTICIPANT shall cease to exist or to be qualified to carry out the terms and conditions of this Agreement, then PARTICIPANT agrees to transfer management and/or title to the conservation commission of the municipality in which it is located, or to a nonprofit, charitable corporation or trust which has power to acquire interest in land and whose purposes include conservation of land or water areas or of a particular such area, or to the COMMONWEALTH, acting through its Department of Fish and Game, or Department of Conservation and Recreation, to be managed for watershed protection, conservation, and public passive recreation purposes.
8. The PARTICIPANT further agrees that, in the event the property or facilities composing the PROJECT are used for purposes other than those described herein, or in the event that the PARTICIPANT fails to exercise its right to correct the incompatible uses of others, as determined by a court of competent jurisdiction, or the PARTICIPANT fails to comply with the

terms and conditions of this Agreement, the PARTICIPANT shall provide other property of equal value and utility to be available for permanent conservation and the aforementioned purposes, provided that the equal value and utility and the proposed use of said other property is specifically agreed to by the Secretary of Energy and Environmental Affairs.

9. PARTICIPANT and COMMONWEALTH acknowledge that the benefit desired by the COMMONWEALTH from the full compliance by the PARTICIPANT is the permanent protection of forest for ecological benefits, carbon sequestration and storage, and purposes of climate mitigation, and the existence, protection, and the net increase of conservation land, and furthermore that such benefit exceeds to an immeasurable and unascertainable extent the dollar value of the funding provided by this Agreement, and, therefore, in recognition of said disparity, the PARTICIPANT agrees that payment of money damages by the PARTICIPANT to the COMMONWEALTH would be an inadequate remedy for a breach of this Agreement by the PARTICIPANT, and, therefore, the COMMONWEALTH may enforce the terms and conditions of this Agreement by requiring specific performance of the PARTICIPANT'S obligations.
10. The PARTICIPANT agrees to record a copy of this agreement at the appropriate Registry of Deeds or Land Court Registry District and to provide proof of such recording to the COMMONWEALTH. Said proof of recording of this Project Agreement shall include evidence that the Project Agreement has been marginally noted on or permanently referenced to any prior deed, restriction, conveyance or other instrument affecting the Project area. Failure to do so shall not impair the validity or enforcement of this agreement.

COMMONWEALTH OF MASSACHUSETTS

PARTICIPANT

BY _____

**Rebecca Tepper, Secretary
or Designee
Executive Office of Energy and
Environmental Affairs**

BY _____

Type or Print Name and Title

**(Grantee)
Chief Executive Officer**

DATE: _____

BY (Authorized Board)

DATE: _____

Attach hereto evidence of authority to execute this contract on behalf of the (AWARDEE). In the case of a municipality, a certified copy of the vote or votes of the governing body authorizing the (PROJECT NAME) Project, appropriating municipal funds therefor, and authorizing execution of this Project Agreement by the Officer, Board, or Commission whose signature(s) appears above. In the case of a nonprofit, charitable corporation or trust which has power to acquire interest in land, a Board Resolution affirming this contract on behalf of the (AWARDEE).

COMMONWEALTH OF MASSACHUSETTS

County, ss:

On this _____ day of _____, 2024 before me, the undersigned notary public,
personally appeared _____ proved to me through satisfactory
evidence of identification which was personal knowledge to be the person whose name is signed on the
processing or attached document, and acknowledged to me that he signed it voluntarily for its stated
purpose

Notary Public

My Commission Expires: