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Land for Maine's Future Program Government Evaluation Act Report, 2015

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Land for Maine's Future Program

Government Evaluation Act

Report to the Joint Standing Committee on Agriculture, Conservation & Forestry

127th Maine Legislature

December 18, 2015

Land for Maine’s Future Program - Government Evaluation Act 2015

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EXECUTIVE SUMMARY

This Government Evaluation Act (GEA) report has been prepared for the Land for Maine's Future (LMF) Board by the Governor's Office of Policy and Management (OPM), in coordination with LMF staff, staff of the Maine Department of Agriculture, Conservation and Forestry (DACF) and with input from the LMF Board. OPM analysts brought additional research capacity to the report.

The report includes the standard requirements of the GEA report as required by statute, highlights accomplishments of the LMF program, provides an overview of some of the changes that have occurred in its organizational structure, management expectations and guidelines for new project applications and also includes recommendations for further consideration.

As part of its involvement, the LMF Board, through multiple public meetings, identified three broad Emerging Issues. A summary is provided here, with further information provided in the full text of the report.

SUMMARY OF EMERGING ISSUES

1. Improving information technology – availability & distribution of data. What specific data is needed and what analysis tools? For what purpose and what audience?

The Board has recognized that the accessibility of data for public consumption and Board and staff analysis is limited at present. LMF data collection and management is currently organized to support the Board's selection of projects, the expenditure of bond funds and ensuring bond funds are adequately matched, and to comply with the Board's biennial reporting requirements. The majority of data is maintained in paper files and compiled in spreadsheets. Documents kept in project files generally identify the project budget and matching funds, but it is difficult to determine the source of that cash (bargain sale, private/public grants, cash raised, etc). LMF staff, for current rounds, has created a new internal paper form to improve the capture of information relative to match, but there has not been resolution of the most cost efficient means to move that information to a digital platform. An example discussed by the Board is the "leverage" of state of Maine LMF funds in the completion of conservation projects. While it has been consistently reported in LMF biennial reports that the program is leveraging more matching funds than bond requirements, (2015 Report: 18 projects with a value of \$11.8 million and an investment of \$3.25 million in LMF funds, 2013 Report: 38 projects with a value of \$18 million and an investment of \$5.6 million in LMF funds), it may not be readily determined the degree to which state bond funds are leveraging private funds, federal funds, in-kind contributions, or even state funds from other programs or agencies.

While most of the discussion about data management, and the program in general, is oriented towards the consideration and completion of new projects, the LMF Board together with sponsoring agencies (Department of Marine Resources, Department of Inland Fisheries and Wildlife and Department of Agriculture, Conservation and Forestry) have a significant responsibility to ensure the legal instruments that document the public benefits of and state investment in these lands are followed.

With the 1999 LMF bond issuance and the statutory authorization of the LMF Board to provide funding to “cooperating entities”, ensuring appropriate public access is maintained and the development and oversight of an annual reporting system were added to list of program responsibilities. Annual Project Agreement monitoring reports are filed by cooperating entities on each property they acquire with LMF funding to ensure these public benefits remain intact and available to the public. This reporting is currently done with a paper form.

While the current annual reporting process is functioning at a very high rate of response and effectiveness, it is a mature system and could benefit from continued staff investigation of new data management tools that would allow for electronic reporting in a digital format accessible to the general public. Additional general funds would likely be required for the development and ongoing management of a robust data management and analysis tool.

2. Assessment of scoring & project evaluation – does it work? Does it emphasize current priorities?

A workgroup to review the current scoring system has met and developed recommendations for the full LMF Board, action on that is pending as of this time. The workgroup spent significant time attempting to simplify the scoring process, to ease the burden on the board, staff and the applicant community. The workgroup did not attempt to answer the following questions: Does the current LMF proposal process reflect current state land conservation priorities? Is it time for the LMF Board to perform a new assessment of the state’s conservation goals, and the program’s strategy to achieve those goals?

The Conservation Strategies and Priorities section of this report outlines past efforts to set priorities and benchmarks for conservation in the state. While historically LMF has been the dominant state investment in public lands, there are a number of programs managed and utilized by other bureaus and Departments, several of which have emerged in the last ten years. This presents an opportunity to ensure that the multiple state, federal and private conservation funding programs are working together effectively and efficiently. A detailed review of existing state-wide conservation plans and the geographic mix of projects may allow the Board to better understand regional conservation accomplishments and further needs. This and other questions would be worthy of further investigation in any process to establish a new baseline for publicly accessible land and identification of state-wide land conservation priorities moving forward.

3. Improve public awareness and use of public lands acquired with LMF money.

While there is a requirement for posting LMF signs on properties acquired with LMF funds, and a state maintained web-based GIS dataset to identify the location of conserved lands, these are not successful strategies to raise public awareness on the location and availability of LMF funded lands or to encourage public use of these lands in a 21st century world.

LMF staff has investigated the potential for partnering with existing resources such as Maine Trail Finder, created by the Center for Community GIS, which offers a web-based platform for accessing public lands and trail data, and detailed information about the experience available to visitors. This is a product that has been invested in by state agencies and land trusts, and in fact a number of LMF funded properties are already on the site without reference to LMF.

Other similar guides exist in print format, and a review should be conducted to ensure that public awareness of LMF's investment is not only recognized, but that the availability of public access is broadcast in a way that maximizes its reach to Maine citizens and visitors.

ORGANIZATIONAL STRUCTURE AND POSITION CLASSIFICATION LISTING

Established in 1987, The Land for Maine's Future Fund is managed by a nine member-board. Collectively, the fund, the board and LMF staff is referred to as the LMF program.

BOARD COMPOSITION AND STAFF

THE BOARD

The nine-member board consists of six public citizens and three commissioners representing the departments of DACF, Inland Fisheries and Wildlife (DIFW), and Marine Resources (DMR)

As specified in the authorizing legislation, 5 MRSA, Section 6204:

The 6 public members must be selected for their knowledge of the State's natural resources and landscape, and their demonstrated commitment to land conservation. Appointments must provide broad geographic representation.

These members are appointed by the Governor, subject to review by the Legislature's Joint Standing Committee on Agriculture, Conservation and Forestry and to confirmation by the Legislature. By statute, board members are limited to serving two consecutive terms.

The basic structure of the program is presented in Figure 1-1.

The current members of the board and their terms of service are:

Benjamin R. Emory, Salisbury Cove; 04/30/2007 - 11/13/2014
James W. Gorman, Jr., Freeport; 04/04/2012 - 01/31/2016
Vacant Seat (formerly held by Norman Gosline, Gardiner, term expired on 01/31/2015)
James Norris, Winthrop; 03/12/2013 - 01/31/2016
Neil Piper, Gorham; 03/18/2014 – 01/31/2018
William J. Vail, Saco; (appointed Chair by the Governor in 2012) 04/04/2012 - 11/13/2015
Patrick Keliher, Commissioner, Department of Marine Resources
Walt Whitcomb, Commissioner, Department of Agriculture, Conservation & Forestry
Chandler Woodcock, Commissioner, Department of Inland Fisheries and Wildlife

Board responsibilities as specified in the authorizing legislation, 5 MRSA, Section 6206 include:

1. Complete an assessment of the State's public land acquisition needs and develop a strategy and guidelines, based on that assessment, for use in allocating the proceeds of the Land for Maine's Future Fund and the Public Access to Maine Waters Fund.
2. Receive and review funding requests from state agencies and cooperating entities for acquisition projects meeting state guidelines;

3. In accordance with the strategy and guidelines developed, authorize distribution of proceeds from the Land for Maine's Future Fund and the Public Access to Maine Waters Fund for acquisitions of property or interests in property; and
4. On January 1st of every odd-numbered year, report to the joint standing committee of the Legislature having jurisdiction over matters pertaining to state parks and public lands on expenditures from the Land for Maine's Future Fund and the Public Access to Maine Waters Fund and revisions to the strategies and guidelines.

BOARD COMMITTEES AND WORKING GROUPS

Appraisal Oversight Committee

Jim Norris, Chair
Ben Emory
Jim Gorman
Neil Piper
Vacant

Scoring Committee

Ben Emory, Chair
Patrick Keliher
Jim Gorman
Neil Piper

Easement Review Committee

William Vail
Jim Norris
Ben Emory
Vacant

Nominations Committee

Jim Norris
Walt Whitcomb
Chandler Woodcock

SPECIAL INITIATIVES WORKING GROUPS

DMR Commissioner's Working Waterfront Protection Program Review Panel

The Commissioner of the Department of Marine Resources may appoint an LMF Board member to serve on the review panel.

Deer Wintering Area Work Group

William Vail, Chair
James Gorman
Vacant Seat (formerly held by Norman Gosline, Gardiner, term expired on 01/31/2015)
Patrick Keliher
Chandler Woodcock

Proposal Selection and Review Process Work Group

Neil Piper, Chair
Vacant Seat (formerly held by Norman Gosline, Gardiner, term expired on 01/31/2015)
William Vail
Patrick Keliher
Walt Whitcomb
Sarah Demers
Kathy Eickenberg
Public Members: Jeff Romano, William Bayreuther, Angela Twitchell

Conservation Easement Review Work Group

Ben Emory

James Gorman

James Norris

Public Members: Carrie Kinne, Karin Marchetti-Ponte

THE STAFF AND OTHER ASSISTANCE

The program is supported by staff located within the DACF's Bureau of Resource Information and Land Use Planning. Staff oversee the call for proposals and project selection process, project management which can, on occasion, include all aspects of project development and negotiations as well as the review of all required due diligence documents, easement drafting and baseline evaluation, and all other activities related to real estate transactions. Staff also oversees various post-closing activities, including the receipt of annual monitoring reports from cooperating entities. In addition, staff provides support to the board and its working committees, and generates legislatively required reports on the Board's behalf.

In addition to implementing the Land for Mine's Future Program, LMF staff is responsible for the Conservation Easement Registry, created by the Legislature in 2007, which is a responsibility of the Department of Agriculture Conservation and Forestry.

In 2013, as part of the merger between the Department of Conservation and the Department of Agriculture the LMF Director position was re-established as a civil service, competitive position. Ms. Sarah Demers assumed this role on February 16, 2015. The previous director, Mr. C. Ed Meadows, retired in December 2014.

A position classification listing is provided in Figure 1-2.

In addition to this staff, the program relies on the expertise of various staff from DACF, DIFW, DMR, Maine Historic Preservation Commission, and numerous private and public partner organizations in many aspects of its work.

Legal counsel for conservation projects is provided through a cooperative agreement with the Maine Department of Transportation (Maine DOT). The Maine DOT Legal Division provides title and legal research services to include project agreements and easement reviews. The Attorney General's Office is the counsel for the board's functions, interpreting legal questions relating to LMF statutes, policies and process.

Non-profit land trusts, municipalities, and other cooperating entities (as defined in statute), through the application process, assist the program in the development of projects and working with landowners, completing due diligence tasks such as boundary surveys, title work and providing matching funds.

Figure 1-1. Land for Maine's Future Program

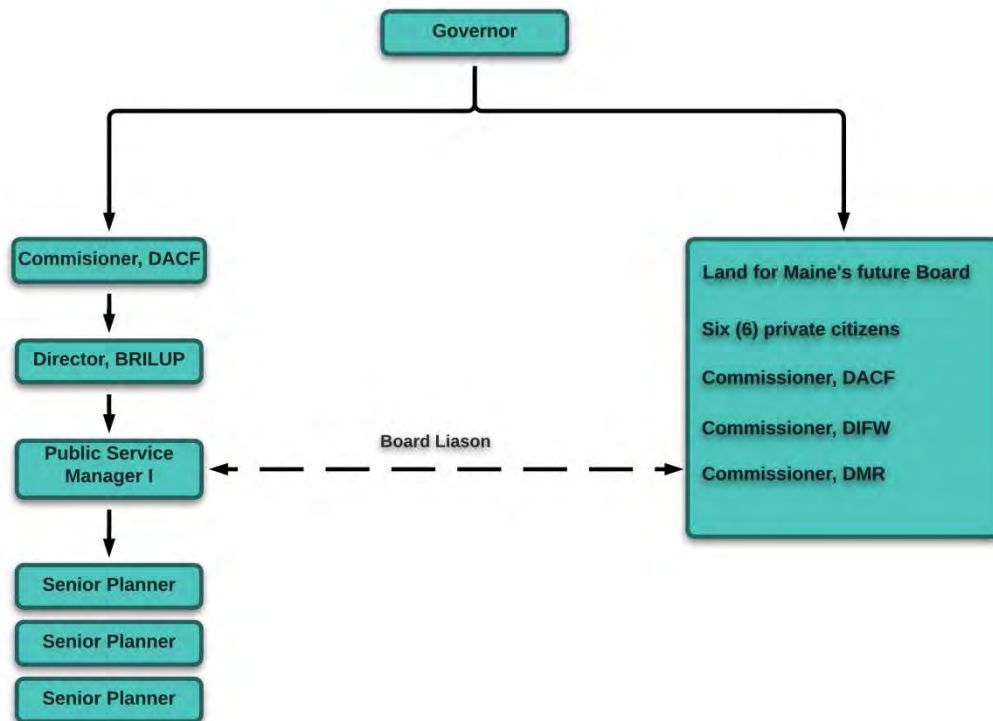
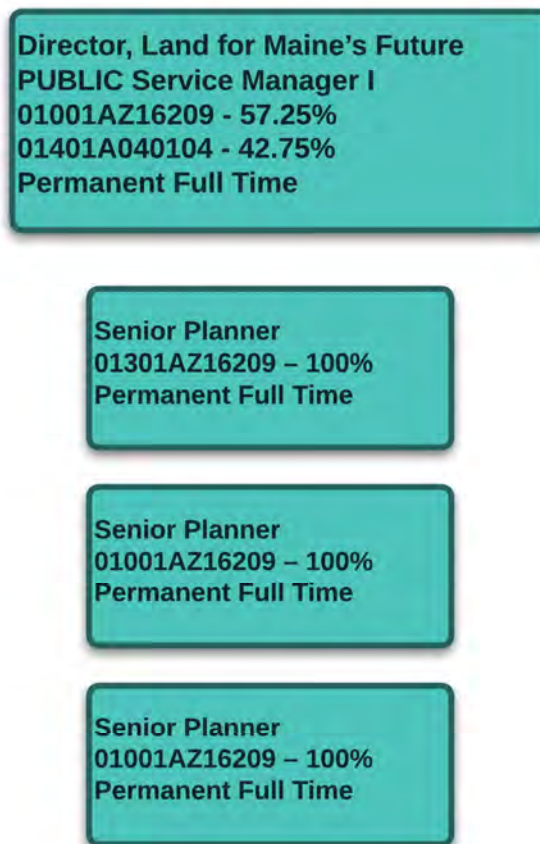


Figure 1-2. Land for Maine's Future Position Count & Position Funding



Selected Historical Account of Position Classification for LMF¹

Maine Department of Agriculture, Conservation, Forestry As of September 1, 2015

Job Class Title	Fund	Org	Hours	Position
Public Service Manager I	10 (57.25%)	01A	80	017200001
	14 (42.75%)	01A		
Senior Planner	13	01A	80	095101092
Senior Planner	10	01A	80	095101016
Senior Planner	10	01A	80	095101139

Maine State Planning Office As of October 1, 2007

Program 0060 - LMF- has only one position

Job Class Title	Fund	Org	Hours	Position
Senior Planner	10	60	80	95101139

Program 0082 – State Planning Office – positions supporting LMF

Job Class Title	Fund	Org	Hours	Position
Policy & Program Coord	10	82	80	95100001
Senior Planner	13	82	80	95101019
Senior Planner	10	82	80	95101016
Secretary	13	82	80	95100031

Maine State Planning Office As of November 1, 2001

Program 0060 - LMF- has only one position

Job Class Title	Fund	Org	Hours	Position
Senior Planner	14	60	80	95101139

Program 0082 – State Planning Office – positions supporting LMF

Job Class Title	Fund	Org	Hours	Position
Policy Development Spec	10	82	80	95100001
Senior Planner	10	82	80	95101016
Secretary	13	82	80	95100031

¹ Fund and Organizational codes are as follows:

- 10: General Fund
- 13: Federal Funds
- 14: Other Special Revenue
- 0001A: Department of Agriculture, Conservation and Forestry
- 0060: Land for Maine's Future
- 0082: State Planning Office

FINANCIAL SUMMARY

Department of Agriculture, Conservation and Forestry											
Land for Maine's Future											
		FY06	FY07	FY08	FY09	FY10	FY11	FY12	FY13	FY14	FY15
General Fund	010										
Positions*		1.00	1.00	1.00	1.00	1.00	1.00	1.00	2.00	2.50	2.50
Appropriation		\$ 75,667	\$ 75,848	\$ 78,441	\$ 79,412	\$ 79,817	\$ 77,788	\$ 77,524	\$ 155,477	\$ 165,253	\$ 166,910
Expenditure		\$ 76,142	\$ 75,098	\$ 79,203	\$ 82,815	\$ 82,124	\$ 75,131	\$ 83,483	\$ 163,068	\$ 178,120	\$ 182,149
Bond Fund	018										
Positions											
Allocation		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Expenditure		\$ 8,483,139	\$ 5,196,846	\$ 7,181,874	\$ 7,413,327	\$ 10,051,860	\$ 6,775,310	\$ 1,975,256	\$ 4,269,864	\$ 1,072,726	\$ 621,034
Special Revenue Fund	014										
Positions											
Allocation		\$ 51,146	\$ 397,998	\$ 55,985	\$ 50,207	\$ 49,707	\$ 49,707	\$ 49,707	\$ 49,707	\$ 47,560	\$ 47,560
Expenditure		\$ 18,405	\$ 180,377	\$ 4,112	\$ 115,332	\$ 725,686	\$ 164,200	\$ 18,293	\$ 4,303	\$ 171,084	\$ 2,547
Federal Fund	013										
Positions		-	-	-	-	-	-	-	1.00	1.00	1.00
Allocation		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 76,185	\$ 80,243	\$ 85,011
Expenditure		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 72,654	\$ 81,991	\$ 86,647
Total All Funds											
Positions		1.00	1.00	1.00	1.00	1.00	1.00	1.00	3.00	3.50	3.50
Appropriation/Allocation		\$ 126,813	\$ 473,846	\$ 134,426	\$ 129,619	\$ 129,524	\$ 127,495	\$ 127,231	\$ 281,369	\$ 293,056	\$ 299,481
Expenditure		\$ 8,577,685	\$ 5,452,321	\$ 7,265,190	\$ 7,611,475	\$ 10,859,670	\$ 7,014,640	\$ 2,077,032	\$ 4,509,890	\$ 1,503,921	\$ 892,378
<p>*Note: The LMF Director position was created by the 126th legislature in PL 2013, chapter 405 by reorganizing an existing position within the department.</p> <p>The General Fund portion of funding for this position was not moved to LMF at the time that the legislature created the position. This was corrected in the 127th legislative session and will be reflected in FY16. The remainder of the position is funded in the Commissioner's Office.</p>											

Additional financial details can be found in Appendix C.

STATUTES, POLICIES, DATA MANAGEMENT, AND REPORTS

ENABLING LEGISLATION

The Land for Maine's Future program is governed by its original enabling legislation, as amended, and the various provisions of specific bond language. These provisions can be found in Appendix A and B.

A list of the statutory requirements, principal policies, and guidelines adopted by the board is summarized below.

BOARD POLICIES AND STATUTORY GUIDELINES

- Willing sellers only. A board policy since 1987. The board requires signed consent from the owner(s) of land being proposed for consideration in advance of any board discussion of a property.²
- Public Notice of Intent to Purchase. Since 1989, LMF statute has required notice be provided before a vote to acquire property or interest in property.³ Notices are placed ten-days in advance in a general circulation newspaper and a local newspaper describing the property to be voted on and inviting all members of the public to submit comments in writing or to appear before the board with comments about the proposed acquisition. Similar notice is also sent to elected officials representing the town in which the proposed project is located.
- Public Participation Encouraged at All Meetings. All board meetings are open, almost always attended by members of the public, and frequently include public input. Meetings of the Board and its sub-committees are posted on the LMF website. The staff also maintains a list of interested parties to which communication on LMF is provided
- Municipal & County Approval. LMF statute requires approval of the elected municipal officials when property representing more than 1% of a municipality's state valuation is considered for acquisition.⁴ Board policy is to seek municipal input on all acquisitions. A similar provision was added in 1999 that applies to counties and county commissioners if the properties to be acquired are in unorganized townships.⁵ After a project has been selected by the LMF Board, a letter is sent to the municipal officials and legislators informing them of the project selection and opportunities for public input.

² See also 5 MRSA §6206-A, PL 1989 c.485

³ 5 MRSA § 6206-A, PL 1989 c.603

⁴ 5 MRSA §6208

⁵ 5 MRSA §6208-A, PL 1999 c.514

- Contracts with cooperating entities. With passage of the 1999 bond, the LMF board was authorized to fund land conservation projects in which the interests would be held by “cooperating entities” – typically land trusts or municipalities. To safeguard the state’s investment of public dollars, the board has developed a model project agreement that is executed with the cooperating entity, and the Designated State Agency. (See Appendix J)
- Purchase Price Determined by Appraised Value. Board policy is to determine land values through an appraisal and to base the LMF contribution on the appraised value and match requirements determined by the bond language. Providing Public Access. Public access is a core purpose of the LMF program. After successfully closing on an acquisition, applicants may request up to five percent (5%) of the appraised value of the acquired property to develop public access including trails, boat access, camping, and picnicking facilities. These awards are made subject to the availability of funds. Currently, under board policy it “will fund access improvement grants in the amount of up to 2% of the LMF board’s financial contribution of the project, if funding is available.”⁶
- Non-Qualifying Expenditures. LMF is prohibited by statute from acquiring facilities for organized recreational activities, capital improvements on any publicly owned facilities, except as statute otherwise allows, or land for which the primary use value has been and will be as commercially harvested or harvestable forest land.⁷ This does not prohibit the acquisition of conservation easements on working forest lands which allow for timber production while securing public access and the conservation of other natural resource values.
- Hunting, Fishing and Trapping. Hunting, fishing and trapping shall not be prohibited except to the extent of applicable state, local or federal laws and regulations. Lands acquired with funding from the Working Waterfront Access Protection Program and Farmland funding may be exempt from this requirement.
- Water Access Lands. Increasing coastal and inland access to water is one of LMF’s priorities. In 1993, the Public Access to Maine Waters Fund was established with the goal “to get people to the water”.⁸ Funds are made available for the acquisition of land or public access rights to create access points to lakes, ponds, rivers or coastal waters.
- Working Forest Easements. The board has established guidance for the development of conservation easements that incorporate protection of the property’s potential for sustainable forestry.
- Addressing Land Management Costs. When matching funds are available from sources other than a state bond, up to 20% of the appraised value of acquired land may be put into the stewardship account of the state agency holding title to the land.⁹ Such a contribution may

⁶ Land for Maine’s Future Access Improvement Grants Fact Sheet for Applicants, Updated November 2014

⁷ 5 MRSA §6207(4)

⁸ PL 1993 c.728

⁹ 5 MRSA §6209(3)

be used as matching funds in the LMF funding process when it is held separate and apart from all other funds and for the sole purpose of management of that property.

- Farm Business Plans and Capital Improvements. Statute authorizes that up to five percent (5%) of the appraised value of development rights purchased on farmland may be made available directly to the farmer to support the establishment of either a business plan or minor capital improvements to support continued use as a working farm.¹⁰ Since 2009, these funds can be used on adjoining land/farmlands in the same ownership or under the same management.¹¹
- Archaeological Sites and Public Water Supply. The LMF Board is authorized to consider conservation projects that include "significant, undeveloped archaeological sites"¹² and "public water supply protection when that purpose is consistent and does not conflict with the natural resource conservation and recreation purposes" of the LMF program.¹³
- Working Waterfront Access Protection. In 2005, a new pilot program was established through legislation for the protection of lands supporting working commercial waterfronts along Maine's coast.¹⁴ The program is implemented by the Maine Department of Marine Resources with LMF support. The effort was extended with new funding through additional bond packages approved in 2007, 2010, and 2012.¹⁵ In 2011, the Working Waterfront Access Protection Fund was codified as part of the LMF statute.¹⁶
- Deer Wintering Areas. In 2011, the Legislature added Deer Wintering Areas (DWA) as a priority for LMF projects acquired with PL 2011 c. 696 bond funds.¹⁷ Requirements for these criteria were added to the 2013 LMF Workbook.
- Value Added to Public Dollars. With each voter approved bond, there has been an incremental increase in match requirements. With the 2010 and 2012 bond funds, each proposal is expected to have a match greater than or equal to 50% of the total eligible project costs.¹⁸ This means that for every \$1 of LMF funds expended, there must be at least \$1 of match funds.

COMPARISON OF FEDERAL AND STATE LAWS

There are no federal laws or regulations that conflict with the state laws governing the Land for Maine's Future program.

¹⁰ 5 MRSA §6203(3)(C)

¹¹ PL 2009, c.178

¹² 5 MRSA §6207 (2)(A), PL 2007, c. 64

¹³ 5 MRSA §6207(D), PL 2007, c. 353

¹⁴ 2005 PL c.574, 33 MRS c.6-A (authorizes working waterfront covenants)

¹⁵ PL 2007 c.39, PL 2009 c.645, and PL 2011 c.696

¹⁶ PL 2011, c.266, 5 MRSA §6203-B

¹⁷ 5 MRSA §6207 (3), PL 2011, c. 381. See also PL 2011, c.696

¹⁸ PL 2009 c.645, and PL 2011 c.696

COLLECTION, MANAGEMENT AND USE OF PERSONAL INFORMATION

The Land for Maine's Future board collects very little personal information and does not collect or store any personal data electronically. A description of the practices for securing personal information collected through the Working Waterfront Access Protection Program application process and the Conservation Easement Registry are described below.

Working Waterfront Access Protection Program Proposals – Information submitted to LMF under the provisions of the Maine Working Waterfront Access Protection Program (WWAPP) may be designated by the applicant as proprietary information and as being only for the confidential use of the department, its agents and employees, other agencies of State Government, as authorized by the Governor, and the Attorney General.¹⁹ The designation must be clearly indicated on each page or other unit of information. LMF retains one hard copy of each working waterfront proposal. The programs practice is to treat all working waterfront proposals as confidential and store each proposal in an envelope that is labeled “CONFIDENTIAL, Title 12, ch. 607 §6173-A”. The working waterfront files are housed in file drawers separate from other LMF projects and the storage drawers are capable of being locked.

Conservation Easement Registry – By law, the primary holders of conservation easements are required to file annual reports with the Conservation Easement Registry. The online system to file the reports was developed and is hosted by InforME. The conservation easement holder provides information on the easement including the book and page number at the registry of deeds for each conservation easement that it holds, the municipality and approximate number of acres protected under each easement, the execution date, the original grantor's name and other information as the DACF determines necessary.²⁰ Any information collected is managed to be compliant with state policies.²¹ As noted on its website, “All information contained in the Registry is treated as a public record under Maine law and is available to the public upon request.”²²

REPORTS, APPLICATION, AND OTHER PAPERWORK

LMF GRANT FUNDS

As part of their statutory authority, the LMF Board may receive and review funding requests from state agencies and cooperating entities for acquisition projects meeting state guidelines.²³

¹⁹ 12 MRS, ch. 607 §6173-A (<http://www.mainelegislature.org/legis/statutes/12/title12sec6173-A.html>)

²⁰ 33 MRSA §479-C

²¹ State of Maine, Web Policies, <http://www.maine.gov/portal/policies/index.html>

²² Maine Department of Agriculture, Conservation and Forestry, Conservation Easement Registry, Frequently Asked Questions, <http://www5.informe.org/online/spo/cer/faq/>

²³ 5 MRSA, ch.353 §6206 (<http://legislature.maine.gov/statutes/5/title5sec6206.html>)

Acquisition projects selected by the board are funded through the Land for Maine's Future Fund, Public Access to Maine Waters Fund and the Working Waterfront Access Protection Program (WWAPP). These Funds consist of proceeds from the sale of bonds. In addition to these bond funds, LMF also holds funds donated by private individuals. .

The LMF Board typically issues a call for proposals subsequent to the approval of new bond funds. Occasionally the board will issue a call for proposals when a surplus of un-allocated funds becomes available as a result of unsuccessful projects.

CONSERVATION AND RECREATION APPLICATIONS AND FARMLAND

APPLICATIONS

The Land for Maine's Future Fund is used to acquire, in fee or through easement, properties that have a primary purpose of supporting conservation and recreation activities as well as farmland properties.²⁴

In November 2011 voters approved a \$5 million LMF bond (P.L. 2011 c.696). The bond was approved in May 2012 and in November 2013 the LMF staff and board began preparing for a call for proposals with the development of a Proposal Workbook. The workbook outlines the priorities for funding, application materials, scoring criteria and policies and requirements that must be followed by applicants should they receive an award from the board. The Proposal Workbook was adopted by the board by unanimous vote on November 19, 2013 and the LMF Board then issued a call for proposals. LMF staff conducted two workshops for applicants in February 2014 to review changes to the application process and program requirements as outlined in the Workbook. The board set March 28, 2014 as the due date for submission of applications which resulted in the receipt of twenty-six Conservation and Recreation applications; five Farmland protection applications. At this time LMF does not anticipate another call for proposals in the next two years.

WATER ACCESS APPLICATIONS

The Public Access to Maine's Water fund is used to acquire land abutting fresh or coastal waters when public access to those waters does not exist or when the board determines that existing points of public access are not sufficient.²⁵ Due to the relatively limited supply of undeveloped water access sites and the resulting increased market pressure for these properties, water access proposals may be submitted on a rolling basis in addition to the regular call for proposals. One Water Access application was submitted as a result of the 2014 call for proposals. Since that time the LMF Board has received and approved three additional water access proposals.

²⁴ Statutory reference to the Land for Maine's Future fund can be found in 5 MRSA, ch. 353 §6203 (<http://legislature.maine.gov/statutes/5/title5sec6203.html>)

²⁵ Statutory reference to the Public Access to Maine Waters fund can be found in 5 MRS, ch. 353 section 6203-A. (<http://legislature.maine.gov/statutes/5/title5sec6203-A.html>)

WORKING WATERFRONT ACCESS PROTECTION PROGRAM APPLICATIONS

The Maine Working Waterfront Access Protection Program (WWAPP) was established to protect strategically significant working waterfront properties whose continued availability to commercial fisheries businesses is essential to the long-term future of this economic sector.²⁶ Unlike the Conservation and Recreation, Farmland, and Water Access applications, WWAPP proposals are submitted by private businesses engaged in, and/or directly supporting commercial fishing activities and from cooperatives, municipalities, non-profits or other qualified parties for projects that will provide permanent access use by commercial fisheries businesses. The applicant must be the owner of the working waterfront property or have an interest in its purchase and seek to place a restrictive working waterfront covenant on its use. This program is administered by DMR with support of the LMF Program staff and board.

The WWAPP Workbook was adopted in November 2013 and allows applications to be accepted every four months until available funds have been allocated. The schedule and allocations over the past 2 years has been as follows:

- May 2014 WWAPP call for proposals: The board allocated funds to two projects.
- September 2014 WWAPP call for proposals: The board allocated funds to three projects.

Since that time, two applicants have withdrawn their proposals. LMF does not anticipate making any additional allocations in the next two years.

²⁶ Statutory reference to the Maine Working Waterfront Access Protection Fund can be found in 5 MRS, ch. 353 section 6203-B. (<http://legislature.maine.gov/statutes/5/title5sec6203-B.html>)

County	Conservation & Recreation		Water Access		Farmland		Working Waterfront		Totals	
	#	Acres	#	Acres	#	Acres	#	Acres	#	ACRES
Androscoggin	7	2,927	3	32	5	679	0	0	15	3,638
Aroostook	8	6,669	2	12	0	0	0	0	10	6,681
Cumberland	31	7,684	6	309	10	3512	3	3	50	11,495
Franklin	10	40,045	1	1	0	0	0	0	11	40,046
Hancock	14	47,175	7	36	3	409	1	1	24	47,621
Kennebec	5	7,251	4	40	5	1184	0	0	14	8,475
Knox	9	669	0	0	2	242	8	6	19	917
Lincoln	11	1,304	2	7	1	92	5	27	19	1,430
Oxford	14	10,531	7	236	0	0	0	0	21	10,767
Penobscot	11	16,907	4	8	0	0	0	0	13	16,915
Piscataquis	8	271,290	3	57	0	0	0	0	11	271,347
Sagadahoc	7	2,610	1	4	4	560	0	0	12	3,174
Somerset	5	63,919	4	168	0	0	0	0	9	64,087
Waldo	7	1,214	2	2	5	818	0	0	14	2,034
Washington	31	83,847	8	49	1	1523	5	4	45	85,423
York	24	14,318	0	0	4	699	1	1	29	15,018
Totals	202	578,358	54	961	40	9,716	23	42	317	589,064

The table above represents the entire LMF portfolio from 1987-2015 (Source: LMF as of 10/19/2015)

LMF PROJECT AGREEMENT AND ANNUAL MONITORING REPORTS

Before LMF funds are released, cooperating entities are required to enter into a project agreement with LMF and the Designated State Agency (DIFW, DACF, Maine Historic Preservation, or DMR). The project agreement is recorded in the registry of deeds along with the closing documents. The project agreement includes a description of the protected property and the total acreage, LMF funds committed, and each party's responsibility to ensure appropriate management, use, and protection of the property.

Cooperating entities are required to submit annual project agreement monitoring reports to the LMF program and to their Designated State Agency. According to the terms of each executed project agreement, LMF issues an annual written notification to the cooperating entity and includes with it a reporting form to be completed & returned. The timing of this annual notification is approximately the anniversary date of the executed project agreement. The LMF program's requirement for

project agreements and annual monitoring reports is consistent with bond language and guidance developed by the board in the LMF Workbook.²⁷

- In 2013, 146 LMF project agreement annual monitoring reports were received.
- In 2014, 151 project agreement annual monitoring reports were received.
- In 2015 and 2016, 155 project agreement annual monitoring reports are expected.

The increase over time is a reflection of newly completed projects that are required to submit an annual monitoring report.

ACCESS IMPROVEMENT APPLICATIONS

The Land for Maine's Future Fund may be used to fund minor capital improvements on lands acquired with the Land for Maine's Future Fund and Public Access to Maine Waters Fund to improve public access, as long as these improvements do not compromise the original intent for which the property was purchased. By statute, the board may approve an allocation of up to five percent of the appraised value of the acquired property for access improvements.²⁸ However in practice, the board has limited most of its access improvement grants to between two percent and five percent of the LMF contribution to the project.²⁹ The board will consider a larger grant for projects that provide access specifically for disabled or handicapped persons. For the March 2014 call for proposals, the board set the Access Improvement allocation at up to two percent of the LMF contribution to the project, dependent on the availability of funds.

Successful applicants may apply for an access improvement grant after the land has been acquired. Applications for access improvement grants must be submitted within one year of closing of the LMF project. Grant recipients must submit a written report upon completion of the access improvement project. The report describes the access improvements made, the ways it enhances public uses, documentation of how the funds were expended and photographs of the completed work.

Access improvement grants are not offered for lands which are protected by conservation easements unless easement terms explicitly allow the easement holder to make access improvements to the land covered by the easement.

There have been no applications for access improvement funds in the last two years and LMF does not anticipate making any allocations in the next two years.

²⁷ See P.L. 2007 c. 39, Sec E-5 sub-section 2, P.L. 2009 c.414 Sec E-5 sub-section 2 and P.L. 2011 c.696 Sec. 5-B

²⁸ Statutory authority for access improvement funds for Conservation and Recreation projects:

5 MRSA, ch.353 §6203 (<http://legislature.maine.gov/statutes/5/title5sec6203.html>)

Statutory authority for access improvement funds for Water Access projects: 5 MRS, ch. 353 section 6203-B.

(<http://legislature.maine.gov/statutes/5/title5sec6203-A.html>)

²⁹ Land for Maine's Future Access Improvement Grants Fact Sheet for Applicants, Updated November 2014. See Appendix E

FARMLAND BUSINESS PLANNING AND CAPITAL IMPROVEMENT

APPLICATIONS

The Land for Maine's Future Fund may also be used to fund business plans and capital improvements on farmlands protected with the Land for Maine's Future Fund.³⁰ Statutorily, up to 5% of the appraised value may be used to develop a business plan and capital improvement for the farm. Prior to requesting these funds, the applicant must work with the Designated State Agency's Farmland Protection Manager to develop the grant application.

In order to maximize farmland protection funds, there were no farmland business planning or capital improvement grants recommended by the Designated State Agency or approved by LMF Board in the March 2014 call for proposals.

REPORTS TO THE LEGISLATURE

By statute, the board is required every odd year to submit to the legislative joint standing committee of jurisdiction, currently the Joint Committee on Agriculture, Conservation, and Forestry, a report on LMF program expenditures and revisions to strategy guidelines.³¹

This report is to include the following:

- A description of access to land and interest in land acquired during the report period;
- For acquired land that does not have guaranteed public vehicular access, justification must be provided along with a plan for continued efforts to provide such access;
- A summary of the board's experience during the reporting period for projects funded with LMF or Public Access to Maine Waters funds and lands or interests in lands acquired by a cooperating entity;
- A summary of county-by-county expenditures and acreage conserved through acquisition of fee or less-than-fee interest during the reporting period;
- Cumulative totals by county of acreage conserved through acquisition of fee or less-than-fee interest through action by the board; and
- Maps based on available information and at a statewide level that show federal, state, and other public lands and permanent interests in lands held for conservation purposes.

LMF is part of the DACF's annual report.

LMF is also required to participate in the Government Evaluation Report process.³²

³⁰ Statutory authority for business planning and capital improvement grants on LMF funded farmland projects can be found here: 5 MRS, ch.353 §6203 - 3 (<http://legislature.maine.gov/statutes/5/title5sec6203.html>)

³¹ 5 MRS §6206(1)(E)

CONSTITUENTS SERVED

The Land for Maine's Future program serves a wide range of constituencies. Along with the general public, the program has specific constituencies that include: landowners, woodland owners, farmers, commercial fishermen, and other private citizens; hunters, anglers, boaters, motorized and non-motorized outdoor recreation enthusiasts, and other recreationists; guides, outfitters, trappers and a wide range of other citizens working in the tourism industry whose livelihood benefits from access to conserved land; local land trusts and nonprofit conservation organizations; city, town, and county governments; and state agencies

A key constituency is the conservation-minded, private landowner. The program's success rests on the willingness of private landowners to sell their properties or their development interests. The LMF board adopted and has consistently maintained a 'willing buyer-willing seller' policy, specifically to protect this essential relationship with the private landowners in the state. The board remains firmly committed to this policy.

The original purpose of the program as set forth by the 1987 \$35 million bond was to purchase lands of state significance for "recreation, hunting and fishing, conservation, wildlife habitat, vital ecologic functions and scenic beauty that the state, as the public's trustee, has a responsibility and a duty...to assure that this Maine heritage is passed on to future generations."³³

Prior to the passage of the 1999 bond, the program's direct constituencies were primarily state agencies as state ownership remained the exclusive vehicle for conservation efforts. As statute changes have been made and successive bonds passed, projects to preserve farmland, working waterfronts and water access have necessitated the involvement of a variety of partners, such as municipalities and commercial fishing, forestry and farming constituencies.

Two specific changes, 1) to add projects of local and regional significance and 2) to enter into agreements with cooperating entities, redefined the program's relationship with many of its constituencies as they moved from being observers and advisors to being full partners. In many cases these key players now execute land protection projects directly and raise substantial sums of matching funds to leverage LMF resources. The state has also benefited by the land management capacity of conservation organizations, land trusts, and municipalities. Given the nature of its mission, the program is likely to have a broad constituency and the relationships with some of these constituencies can be expected to change over time as conservation opportunities evolve.

³² 3 MRSA Ch. 35

³³ 5 MRSA §6200

PROVISIONS NEEDING REVIEW

No provisions were identified that may require legislative review to determine the necessity of amendment to align the statutes with federal law, other state law or decisions of the United States Supreme Court or the Supreme Judicial Court.

LMF PROGRAMS, FUNDS, AND OTHER ACTIVITIES

CONSERVATION AND RECREATION

Conservation and Recreation (C&R) is the broadest funding category within LMF and encompasses the majority of projects. The concept behind this category “is that certain Maine lands attract broad public interest because of exceptional beauty or other natural features and needs to be available for future generations.”³⁴

PROJECT ELIGIBILITY AND SELECTION

By statute, the board is to give preference “to projects that conserve lands with multiple outstanding resource or recreation values or a single exceptional value, conserve and protect deer wintering areas, provide geographic representation, and build upon or connect existing holdings.”³⁵ Over time there have been a number of changes made by statute, bond, or by the board to modify considerations or priorities for project selection.

By law, LMF cannot acquire facilities for organized recreational activities, capital improvements on any publicly owned facilities, except as statute otherwise allows, or land for which the primary use value has been and will be as commercially harvested or harvestable forest land. This does not prohibit the acquisition of conservation easements on working forest lands which allow for timber production while securing public access and the conservation of other natural resource values.

One noteworthy statutory change came with the 1999 bond when projects of regional and local significance were allowed to be included. Prior to this, under the 1987 bond and original LMF statute, funding for C&R was solely for lands of state significance. Without reviewing each hard copy file for every project, it would be difficult to compare the allocation of funds for conserving local, regional, or state significant lands since this change in 1999.

In 2007, the legislature added “significant, undeveloped archeological sites”³⁶ and “public water supply protection when that purpose is consistent and does not conflict with the natural resource

³⁴ Land for Maine’s Future Program, Biennial Report January 2013 – December 2014, 3

³⁵ 5 MRSA §6207(3)

³⁶ PL 2007, c.64, 5 MRSA §6207(2)(A)

conservation and recreation purposes”³⁷ as considerations for project selection. For archeological protection projects the Maine Historic Preservation Commission is the state sponsoring agency. In 2008, the Dresden Falls Archaeological site project was the first site funded on this basis.

Most recently, the Legislature emphasized the consideration of Deer Wintering Areas (DWAs).³⁸

Because portions of the State have deer populations that are struggling and deer wintering habitat protection is vital to the survival and enhancement of these populations, projects that conserve and protect deer wintering areas are considered to have special value and must receive preferential consideration during scoring of new applications for support under Title 5, section 6200 et seq. P.L. 2011 Chapter 696 (2012 Land for Maine’s Future Bond Language)

Public concern over low deer numbers in northern, eastern, and western Maine [NEWME] has been intensifying for nearly 20 years. These deer populations are below the Department’s publicly-derived, goals and objectives and are also below the desires and expectations of resident and non-resident deer hunters, guides and outfitters, business owners located in rural Maine, and those who enjoy watching deer. Low deer numbers are also having a negative impact on Maine businesses and its rural economy.⁴⁰

The deer herd in Maine has been affected by a number of variables including, harsh winters, predation and the loss of DWAs due to harvesting and development and other causes of mortality.³⁹ As a result, deer wintering areas have become an area of interest for conservation priorities as the white-tailed deer herd in the state has seen a decline over the past half-century.

To combat the decline of DWAs, the LMF 2012 bond language prioritized lands identified as deer wintering areas for conservation easements or fee acquisition. Following passage of the 2012 bond, the LMF workbook was altered and the scoring system adjusted to add a preference in the scoring of Conservation & Recreation properties (23 points of a total 239 points). See Appendix M for the full DWA criteria.

Since its inception, with the approval of the first bond in 1987, the program has funded more than two-hundred C&R projects covering 578,345 acres of land. See Appendix H for a complete list of C&R projects funded by LMF.

³⁷ PL 2007, c.353, 5 MRSA §6207(2)(D)

³⁸ PL 2011, c.391, 5 MRSA §6207(3)

³⁹ Maine Department of Inland Fisheries and Wildlife, *Maine’s Game Plan for Deer: A plan to Increase Maine’s Northern, Eastern and Western Deer Herd*, March 2011

County Summary: LMF C&R Projects 1987-2014

County	Project #	Acres (rounded)	Fee Acres	Ease Acres
Androscoggin	7	2,927.1	2,843.7	84.0
Aroostook	8	6,668.5	3,642.5	3,026.0
Cumberland	31	7,684.4	4,031.9	3,639.5
Franklin	10	40,044.8	34,297.8	5,747.0
Hancock	14	47,175.0	23,320.0	23,855.0
Kennebec	5	7,250.5	7,250.5	0.0
Knox	9	669.4	669.4	0.0
Lincoln	11	1,303.6	1,298.6	5.0
Oxford	14	10,531.1	6,725.1	3,806.0
Penobscot	11	16,906.6	14,057.6	2,849.0
Piscataquis	8	271,290.3	39,538.3	231,752.0
Sagadahoc	7	2,609.7	2,263.6	346.1
Somerset	5	63,918.7	62,275.7	1,643.0
Waldo	7	1,213.8	1,213.8	0.0
Washington	31	83,847.4	52,764.4	31,083.0
York	24	14,317.5	5,667.5	8,650.0
Totals	202	578,358.4	261,860.4	316,485.6

Source: Land for Maine's Future (<http://www.maine.gov/dacf/lmf/projects.shtml>)

To receive funding a project must be submitted by an applicant and selected by the LMF board. To provide guidance on the selection process when funding is available, LMF provides a workbook that outlines the scoring, nomination and selection process. Each proposal must include a letter from the landowner(s) that indicates a willingness to have the land considered for the LMF process.

Additionally, if the property represents more than one percent of a municipality's state valuation, LMF statute requires approval of the elected municipal officials.⁴⁰ Similarly, if the proposed acquisition is in an unorganized territory in a county and constitutes more than one percent of the state valuation within the county, approval by the county commissioners is required.⁴¹

LMF staff review each proposal for completeness of the application and follow-up with applicants if additional information is needed. The LMF Scoring Committee then scores each of the proposals.

⁴⁰ 5 MRSA §6208

⁴¹ 5 MRSA §6208-A

Under the current system, each project is scored on:

Maximum Points	
Naturalness of the Land	12 points
Accessibility of the Land	8 points
Proximity to Other State Lands or Component of a Larger Conservation/Recreational Effort	16 points
Major Land Type	
• Significance	30 points
• Need/LAPAC Multiplier	40 points
Single Exceptional Value	50 points
Additional Land Types,	50 points
Economic Benefit	10 points
Deer Wintering Area(s)	23 points
Total Possible Points =	<u>239 points</u>

The scoring system is based on statutory requirements, findings of the Land Acquisition Priorities Advisory Commission (LAPAC) created by executive order during the King administration, and public input received by the board. Over time bond language has also altered the scoring system and added or enhanced criteria such as deer wintering area priorities and economic benefit. For more information on economic benefit criteria and suggested enhancements, see Appendix N.

The board, recognizing concerns with the system, recently conducted a review of the scoring system. See Appendix L for more information on the working group's draft recommendations and for a briefing paper written by LMF staff for the board in November 2011.

Once scored, proposals are then reviewed by the board's Nominating Committee. The committee proposes a list of finalists, the funding allocation for each finalist and any conditions that will have to be met before funds are released. The full board then votes on the slate of finalists at a public meeting. Following selection, applicants receive an award letter that documents the process and requirements that must be met before funds can be released. This is to ensure state interests and financial investments are adequately protected.

To ensure fair market value of the property, all LMF projects are required to obtain an independent appraisal prepared by a state-certified appraiser and consistent with the Uniform Standards of Professional Appraisal Practice (USPAP) standards (January 2014 revisions) and LMF standards contained within the LMF workbook. The appraisal report is reviewed by the LMF Appraisal Oversight Committee (AOC). The Appraisal Oversight Committee (formerly known as the Appraisal Review Committee) conducts its review of the appraisal from the eyes of a layman; it is not considered a technical appraisal review as defined by the USPAP.

The LMF Board composition included an appraiser between the years of 1987 and 1998. It wasn't until 2011 when another individual with an appraising background was appointed to the Board. Currently there are two board members with an appraisal background although there is not a requirement that any board member have an appraisal background.

In 2013, the board convened a workgroup to review potential changes to the program’s appraisal process. Three items were adopted after reviewing recommendations from the public, staff and others. The name of the Appraisal Review Committee was changed to the Appraisal Oversight Committee in order to clarify that the group was not performing an official appraisal review consistent with USPAP standards, a clarification of the time period for which an appraisal would be valid for use, and the adoption of a tiered approach to appraisal requirements.

From Appendix F of the LMF workbook:

At its July 15, 2013 meeting, the Appraisal Oversight Committee (“AOC”) directed staff to develop a “tiered approach” for LMF project appraisals. This approach differentiates between lower monetary value, simpler parcels (from an appraisal point of view) versus higher value or complex transactions. The goals of the proposed approach are to simplify and expedite the appraisal process for certain LMF projects, reduce costs for applicants and decrease LMF’s administrative costs as well. The primary difference from current procedure is in the form of the required appraisal report. Standard appraisal practices would still be required. The appraiser would produce a simplified report versus the complete, narrative report which is now required.

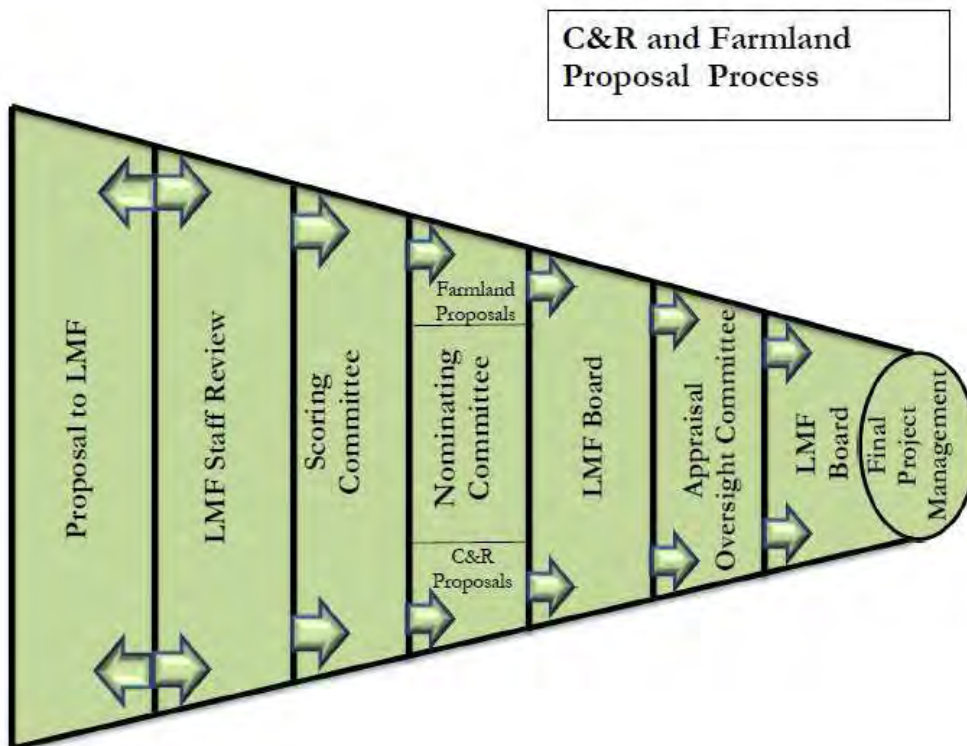
- “Tier One” is new.
- “Tier Two” is regular complete, narrative appraisal reports, including all conservation easement projects. These remain subject to Appendix F standards in the Workbook
- Tier Three” is Working Waterfront Project appraisals, which continue to require 3rd party review. The board may require a 3rd party review of any appraisal.⁴²

After the appraisal has been reviewed and accepted by the AOC, at a public meeting, the full board considers the AOC’s recommendation and the status of any conditions approved by the board when the project was selected. If the board is satisfied, a vote is taken to accept the appraised value and the LMF allocation is approved or adjusted. At this point, the project can proceed to completion, with LMF staff working with the applicant and attorneys to ensure the remaining “due diligence” requirements are completed to satisfaction.

In cases where the fee or easement will not be held directly by a state agency, a project agreement is drafted and executed. See Appendix J for the model project agreement language. The project agreement is signed by the entity that will own the fee or the holder of the conservation easement,

⁴² Land for Maine’s Future, Appendix F, LMF Workbook, 2013.

the Designated State Agency, and the Board Chair on behalf of the LMF Board. The project agreement is designed to protect the state's investment by outlining requirements on how the property is to be used and managed and establishing mechanisms by which the state could recover its investment in the event the property is no longer used for its intended purpose.



5% PUBLIC ACCESS GRANTS

Providing public access to recreation lands is a core objective of this program. All lands acquired under LMF, except for working waterfronts and farmlands, are required to be open to the public. To help facilitate public access, LMF is authorized under statute to make grants up to 5% of the appraised value of the land acquired to develop public access facilities.⁴³ Based on the funds available, the board establishes a set-aside for these grants. Currently the board “will fund access improvement grants in the amount of 2% of the LMF board’s financial contribution to the project, if funding is available.”⁴⁴

In order to qualify for access improvement grants, the proposal must:

- not compromise the original intent for which the property was purchased;
- improve accessibility of the LMF-acquired lands, consistent with management objectives;
- support and/or enhance public uses.

At this time, information on the number, amount, or trends of these public access improvement grants can only be researched from the paper files of the individual projects. Prior to the current application round, access improvement information, date and amount, was entered into the program database. There is no database tracking currently.

FARMLAND

Since its establishment, the preservation of Maine farmlands has been a core principle of LMF and was listed in the enacting statute in 1987⁴⁵. Subsequent bonds have often included a funding set aside directed for farmland protection. The first was with the 1999 bond which, with encouragement from the agricultural community, specifically designated funding for farmland protection projects by requiring that “[u]p to 10% of the bond proceeds must be made available to protect farmland.”⁴⁶ Having these designated funds for farmland projects increased the opportunity for farms to receive funding, as they did not need to compete with C&R projects. More recently, the 2010 bond also allocated \$1 million out of the \$9.75million “to be used for working farmland preservation.”⁴⁷

⁴³ 5 MRSA §6203(3)(B)

⁴⁴ Land for Maine’s Future Access Improvement Grants Fact Sheet for Applicants, Updated November 2014. See Appendix E.

⁴⁵ 1987 PL c.506, “Contains recreation lands, prime physical features of the Maine landscape, areas of special scenic beauty, farmland or open space, undeveloped shorelines, wetlands, fragile mountain areas or lands with other conservation or recreation values;”

⁴⁶ PL 1999, c.514

⁴⁷ PL 2009, c.645

LMF's investment in farmlands "is to protect Maine's important farmlands from conversion into non-agricultural uses"⁴⁸. LMF's support for farmland preservation contributes to "farmer and community efforts to keep land in production."⁴⁹

The Land for Maine's Future Program permanently protects farmland through the purchase of development rights. LMF staff work with the Department of Agriculture, Conservation and Forestry's Bureau of Agriculture, Food and Rural Resources, and cooperating entities (land trusts and/or towns), and farmland owners to bring farmland protection proposals to the Land for Maine's Future Board. Over the life of the program, DACF has acquired ten agricultural conservation easements with the last closing in 2007 and in only one instance have LMF farmland funds been used as a part of a fee simple purchase of farmlands. At this time, DACF has no plans to acquire more agricultural conservation easements and believes that stewardship of agricultural easements is best done by a local land trust as they are closer to the community and the farmer. To that end, DACF now sponsors application for the purchase of agricultural conservation easements.

Unlike Conservation and Recreation projects, there is no requirement for guaranteed public access on farmland properties; however, farmland ownerships typically do reserve their rights to grant permission for public access. When a combination of farmland and C&R funds are contributed to a project, guaranteed public access is required. Some examples of this include Sabbathday Lake Shaker Community, Mitchell Ledge Farm, and Meadow Brook Farm.

PROJECT SELECTION

The project selection process for farmland protection generally follows a similar process as C&R projects, but different scoring criteria are used. The LMF farmland protection criteria focuses on five primary areas when considering lands for funds:

- productive farm assets;
- current and emerging threats to conversion;
- significant to regional and local markets;
- open space, cultural, and other public benefits; and
- community planning and support.

A project can take two to three years being prepared for the process. To meet its objective, LMF staff work in cooperation with staff from the DACF Bureau of Agriculture, Food and Rural Resources (BAFRR), U.S. Department of Agriculture Agricultural Conservation Easement Program, land trusts, and other conservation partners on this initiative.

The Department of Agriculture, Conservation and Forestry is the only agency that can sponsor a farmland protection project to the Land for Maine's Future Program. This is done through the department's Bureau of Agriculture, Food and Rural Resources. Staff from the DACF BAFRR

⁴⁸ Land for Maine's Future Program, Proposal Workbook, Board Adopted Policy & Guidelines, December 2013, 56

⁴⁹ Land for Maine's Future Program, Biennial Report, January 2013-December 2014, 3

spends twenty to forty hours screening and preparing each farm and land trust in preparation for any application for LMF in order to bring alignment between the criteria and the requirements and objectives of the land owner and the land trust.

LMF prioritizes those projects in which the farmland owner and conservation partner:

- demonstrate capacity to undertake the project with a reasonable prospect of bringing it to a successful conclusion;
- demonstrate the ability to negotiate, hold and manage conservation easements on working farmland.

County Summary: LMF Farmland Projects 1990-2014

Maine County Breakdown	Project #	Total Acres	Fee Acres	Ease Acres
Androscoggin	5	678.6	0	678.6
Aroostook	0	0	0	0
Cumberland	10	3511.9	0	3511.9
Franklin	0	0	0	0
Hancock	3	408.5	0	408.5
Kennebec	5	1183.6	0	1183.6
Knox	2	242	0	242
Lincoln	1	92	0	92
Oxford	0	0	0	0
Penobscot	0	0	0	0
Piscataquis	0	0	0	0
Sagadahoc	4	560.5	0	560.5
Somerset	0	0	0	0
Waldo	5	817.8	0	817.8
Washington	1	1523	3	1520
York	4	698.5	0	698.5
Totals	40	9,716.4	3	9,713.4

Source: Land for Maine's Future (<http://www.maine.gov/dacf/lmf/projects.shtml>)

Since its authorization, LMF has invested in forty working farmland project, totaling 9,716 acres. See Appendix H. As shown in the table below, Cumberland County has the highest percentage of LMF funded farmland acres under conservation easement, which represents 36 percent of all LMF funded farmland acres. . This is in part reflective of the development pressure in this part of the state. Similarly, rural areas of the state have received less funding as the development pressure in those areas is lower. No farms in Aroostook, Franklin, Oxford, Penobscot, Piscataquis, and Somerset have received funding under this program. This does not denote a lack of interest in those parts of

the state. LMF has received applications from rural areas, but as development pressure is not as high, the demand for LMF funding is not as great.

As is the case with LMF Conservation and Recreation projects, a project agreement is drafted and executed for all easement projects where the state is not the holder of the easement. The project agreement is signed by the holder of the conservation easement, the Designated State Agency, and the Board Chair on behalf of the LMF Board. The project agreement is designed to protect the state's investment by outlining requirements on how the property is to be used and managed and establishing mechanisms by which the state could recover its investment in the event the property is no longer used for its intended purpose.

BUSINESS PLANNING AND CAPITAL IMPROVEMENT GRANTS

For parity with Conservation and Recreation projects, in 2002, LMF began making grants for business planning and minor capital improvements for farmers when LMF funds have been used to purchase the development rights of their lands.⁵⁰ These funds are for one time capital improvements for the land and not annual operations costs. These funds are subject to availability and are intended to ensure that the proposed improvement will provide for the land's continued use as a working farm.⁵¹

Since 2003, LMF has provided over twenty business development/capital improvement grants totaling \$203,653 in funding. See the chart below for information on the projects that have received these funds. In order to maximize funds for farmland protection, no farmland funds were set aside by the LMF board for business planning and minor capital improvements in their March 2014 call for proposals.

⁵⁰ 5 MRS §6203 (3)(C). See also *Supra* 48 and 10

⁵¹ Land for Maine's Future Access Improvement Grants Fact Sheet for Applicants, Updated November 2014

LMF Completed Farmland Protection Projects Awarded 5% Business Plan/Capital Improvement Grants

Project Name	Board Approval Date	5% LMF Biz/Capital Improvement Grant Amount (Farmland)	5% LMF Access Improvement Grant Amount (C&R)
Beech Hill Preserve *	6/17/2003	-	\$15,000
Beech Hill Preserve *	9/25/2003	\$5,000	n/a
Clarry Hill-Boyington Preserve	9/20/2005	\$ 500	n/a
Clarry Hill-Jackson Farm	9/20/2005	\$3,375	n/a
Crystal Spring Farm - North	9/16/2008	\$15,737	n/a
Davis Farm/Old Crow Ranch	1/13/2009	\$7,883	n/a
Five Fields Orchards	5/24/2005	\$5,925	n/a
Hanson Farm-McDougal Orchards	7/18/2006	\$13,950	n/a
Hiatt Farm	2/18/2003	\$8,000	n/a
Kelley Farm	11/19/2010	\$25,000	n/a
Lakeside Orchard⁺	2/18/2003	\$9,000	n/a
Lakeside Orchard⁻	6/17/2003	\$ 9,000	n/a
Lovers Brook Farm	11/19/2010	\$13,825	n/a
Meserve/Broadturn Farm²	3/22/2005	\$23,500	n/a
Meserve/Broadturn Farm¹	1/18/2005	\$9,000	n/a
Mitchell-Ledge Farm *	3/10/2009	\$9,353	n/a
Mitchell-Ledge Farm *	1/15/2008	-	\$5,897
Noon Family Sheep Farm	3/10/2009	\$7,075	n/a
Packard-Littlefield Farm	1/18/2005	\$9,000	n/a
Jordan Farm¹	7/20/2004	\$9,000	n/a
Jordan Farm²	5/24/2005	\$12,250	n/a
Fields & Forests Forever- Smith-Dutton Farm	11/19/2010	\$5,650	n/a
Fields & Forests Forever- Albion Bread Bakery Farm	11/19/2010	\$1,630	n/a
Total		\$203,653	\$20,897

* indicates combination of LMF C&R funds and LMF Farmland funds contributed to conservation easement purchase.

⁺ Business Planning only

⁻ Capital Improvement only

n/a designates that all of the LMF funds were for farmland protection which does not require public access.

Source: Land for Maine's Future Program, 8/28/2015

LMF's farmland acquisition funds and business planning and improvement grants is one of several tools offered by DACF that supports Maine farmers and the farming economy in Maine.

For additional information on this grant program and some sample documents, see Appendix F.

PUBLIC ACCESS TO MAINE WATERS

Unlike Conservation and Recreation projects, the Public Access to Maine Waters Fund is narrowly focused. The object of this fund, which was codified as part of the LMF statute in 1993,⁵² is to provide water access opportunities to Mainers by acquiring “fee simple or public access rights on small parcels of land”⁵³ abutting lakes, ponds, rivers, and coastal waters. DACF and DIFW are the primary state agency sponsors under this program. To date, LMF has funded fifty-four (54) water access projects across the state. See Appendix H.

County Summary: LMF Water Access Projects 2000-2014

Maine County Breakdown	Project #	Total Acres	Fee Acres	Easement Acres	Coastal Frontage Miles
Androscoggin	3	31.9	31.9	0.0	2.3
Aroostook	2	11.5	11.5	0.0	0.2
Cumberland	6	309.4	309.4	1.0	2.245
Franklin	1	1	0	4.0	0.05
Hancock	7	36	32	0.0	0.713
Kennebec	4	40.1	40.1	0.0	1.06
Knox	0	0	0	0.0	0
Lincoln	2	6.8	6.8	0.0	0.44
Oxford	7	235.8	235.8	0.0	3.05
Penobscot	4	7.5	7.5	0.0	0.21
Piscataquis	3	57.3	57.3	0.0	0.79
Sagadahoc	1	4	4	0.0	0.28
Somerset	4	168.1	168.1	0.0	1.44
Waldo	2	2.1	1.2	0.9	0.24
Washington	8	49.1	49.1	0.0	0.685
York	0	0	0	0.0	0
Totals	54	960.6	954.7	5.9	13.703

Source: Land for Maine's Future (<http://www.maine.gov/dacf/lmf/projects.shtml>)

⁵² 1993 PL c.728

⁵³ *Supra* 48, 78

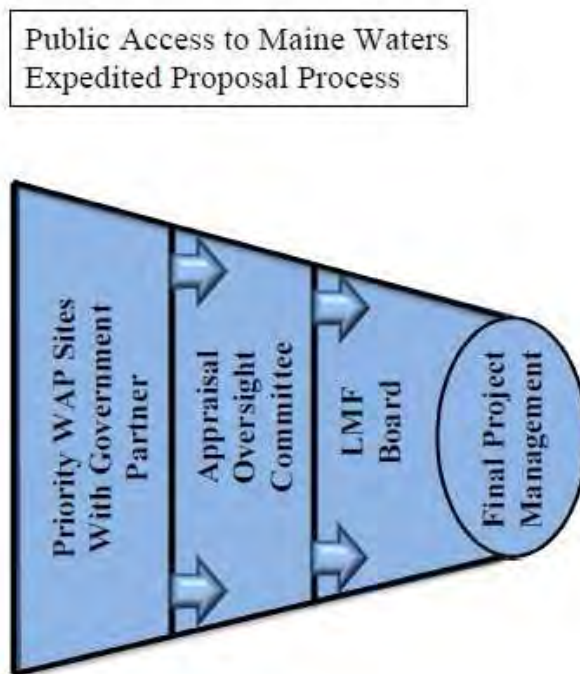
PROJECT ELIGIBILITY AND SELECTION

When considering the acquisition of land, the state looks to the priorities set in the *Strategic Plan for Providing Public Access to Maine Waters for Boating and Fishing*⁵⁴ and *Coastal Public Water Access Priority Areas for Boating and Fishing*.⁵⁵

As set out in the 2013 LMF workbook, the priorities for water access projects include:

- location of the water in relation to population centers and other water access sites;
- size of the water body and the diversity of recreational opportunities it offers;
- level of and proximity to existing public access sites and access needs;
- value of fisheries opportunities based on DIFW and/or DMR's evaluation;
- expected demand and diversity of uses of the site, current or anticipated, and;
- threat of conversion to other uses, such as development.⁵⁶

Recognizing the high demand for coastal and shoreline properties, LMF created an expedited process for acquiring eligible property (see chart). This fast track process allows “state agencies and cooperating entities to take quick action to secure water access sites.”⁵⁷



⁵⁴ Prepared by the Department of Conservation and the Department of Inland Fisheries and Wildlife, March 1995. http://www.maine.gov/dacf/parks/about/boating_facilities_program/strategic_plan/

⁵⁵ Prepared by the State Planning Office and the Maine Coastal Program, October 2000.

http://www.maine.gov/dacf/mcp/downloads/access/coastalwateraccesspriorityareas_oct2000.pdf

⁵⁶ 2013 LMF Workbook, Section 3. <http://www.maine.gov/dacf/lmf/docs/2013workbook/Section3.pdf>

⁵⁷ 2013 LMF Workbook, Section 3. <http://www.maine.gov/dacf/lmf/docs/2013workbook/Section3.pdf>

WORKING WATERFRONT ACCESS PROTECTION PROGRAM

The Working Waterfront Access Protection Program (WWAPP) is aimed at protecting “strategically significant working waterfront properties whose continued availability to commercial fisheries businesses is essential to the long-term future of this economic sector.”⁵⁸ It is the most recent addition to LMF and also has some of the most significant differences from the other programs. Most notably, the WWAPP is administered by the DMR with cooperation from LMF and funding support from the Maine Coastal Program for one staff person.

By statute, DMR is allowed to contract with a third party to run the program.⁵⁹ Since 2006, DMR has contracted with Coastal Enterprises, Inc. (CEI) to manage the program. The contractor’s responsibilities include, among others things, advertising the program, consulting with landowners, convening the scoring committee, assisting with the preparation of the application, conducting financial feasibility studies of the commercial fishery business, and preparing the baseline documents on behalf DMR.⁶⁰

The program was established with the approval of the 2005 bond, which set aside \$2 million “to provide protection to strategically significant working waterfront properties whose continued availability to commercial fisheries businesses is essential to the long-term future of this economic sector.”⁶¹ In 2006, to support the protection of working waterfronts, the Legislature passed LD 1930, which authorized the use of a Working Waterfront Covenant.⁶² This provides the legal basis to preserve working waterfront property through a covenant. The covenant prohibits activities that conflict with fisheries and related uses. The owner retains all other rights of ownership, including the right to sell. If the owner does choose to sell the property, the state has the “right of first refusal.” The Working Waterfront program received further funding through the approval of bonds in 2007, 2010, and 2012. In 2011, the Maine Working Waterfront Access Protection Fund was codified as part of the LMF statute.⁶³ See Appendix K for a working waterfront model covenant. Since 2008, this program has funded 23 projects.

⁵⁸ Land For Maine’s Future and Department of Marine Resources, Maine Working Waterfront Access Protection Program, Proposal Workbook, Board Adopted Policy & Guidelines, December 2013, 2

⁵⁹ 12 MRS §6042, “The department shall administer the program either directly or by contract with a suitable organization.”

⁶⁰ CT-01A-201403250*03069

⁶¹ PL 2005 c.462

⁶² PL 2005 c.574, 33 MRS Chpt.6-A

⁶³ PL 2011, c.266, PT. B, §3

PROJECT ELIGIBILITY AND SELECTION

Working Waterfront project selection is significantly different than the other programs. When funding is available, LMF with DMR issues a workbook outlining the process. The criteria that DMR uses to evaluate a proposal are:

- An active working waterfront which is strategically significant to the local, regional and state fisheries related economies;
- Currently located and developed to fully support commercial fishing activities; providing key supports such as all tide access, fuel, bait, sales, and/or adequate parking;
- Under current and emerging threat of conversion to uses incompatible with commercial fishing activities by development and changing population dynamics;
- In a community with a clear desire to maintain and support their commercial fishing enterprises as evidenced by zoning, comprehensive plans, or written support;
- A critical part of the local fishing infrastructure providing key access for the area and;
- Poised to create new shoreside jobs with proposed investments described in a business plan.⁶⁴

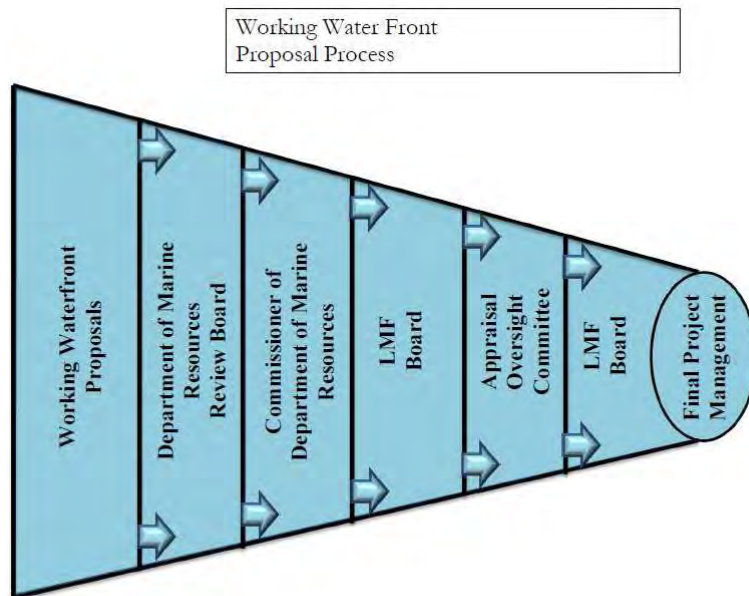
DMR has a Working Waterfront Team (WWF team) that is available to assist and advise project applicants with the process. A review panel established by the DMR Commissioner consisting of members with knowledge of the fishing industry evaluates and scores project proposals. A project is scored on:

	Maximum Points
Economic Significance of the Property	20 points
Alternative Properties in the Vicinity	15 points
Degree of Community Support	10 points
Level of Threat Conversion	20 points
Utility of the Property for Commercial Fisheries	20 points
Capacity to Create New Shore-side Jobs	15 points
Total Possible Points =	<u>100 points</u>

Based on its review, the panel provides the Commissioner recommendations and in turn recommends projects to the LMF Board for funding allocations and financial awards. Once funding is determined, DMR, the WWF Team, and LMF staff will work with project applicants to complete the process.

⁶⁴ Maine's Department of Marine Resources, Working Waterfront Access Protection Program, Overview of Process and Time, 2014, <http://www.maine.gov/dacf/lmf/docs/wwapp/OverviewProcessAndTimeline2014.doc>

Similar to other LMF programs, proposals for the WWAP program requires an appraisal of the property. However, unlike other programs, a third party review of the appraisal is conducted. The third party reviewer, through a contract with DACF, does a desktop review of the appraisals to check for compliance with the USPAP and with the standards of the LMF Board. The review report is to be consistent with Level 3 review standards of USPAP.⁶⁵



County Summary: LMF Working Waterfront Projects 2008-2014

County	Project #	Total Acres	Coastal Frontage Miles
Androscoggin	0	0	0
Aroostook	0	0	0
Cumberland	3	3.3	0.18
Franklin	0	0	0
Hancock	1	0.6	0.06
Kennebec	0	0	0
Knox	8	5.9	1.06
Lincoln	5	27.4	0.45
Oxford	0	0	0
Penobscot	0	0	0

⁶⁵ CT-01A-20150504*03605

Piscataquis	0	0	0
Sagadahoc	0	0	0
Somerset	0	0	0
Waldo	0	0	0
Washington	5	4.2	0.39
York	1	0.5	0.03
Totals	23	41.9	2.17

Source: Land for Maine's Future (<http://www.maine.gov/dacf/lmf/projects.shtml>)

OTHER FUNDS AND ACTIVITIES

In addition to the programs listed above, the Land for Maine's Future Board has been given the responsibility to oversee funds and procedures for a small number of other public purposes.

KATAHDIN LAKE FUND

The 122nd Maine State Legislature created the Katahdin Lake Fund with LD 2015. The fund was created with proceeds from the sale of public lots in Aroostook, Washington, and Franklin counties. The Resolve directs that the proceeds from the authorized sale of certain public lots be applied to the purchase of land of state, regional or local significance by the Land for Maine's Future Board and that the land purchased must be of a similar value to the parcels sold, including but not limited to similarity in conservation value, habitat value and wildlife value.

As of September 2015 the Washington County fund has a balance of \$72,000. The Aroostook County fund has a balance of \$2.13 million. All of the funds from the Franklin County fund have been expended.

The Monument Brook Project was approved by the LMF Board at their October 4, 2012 Board meeting and will expend up to the full amount of the remaining fund balance in the Aroostook County fund. This 5,992-acre project in Orient is part of a larger conservation project called the East Grand Watershed Initiative which in 2013 received \$1.8 million in Forest Legacy Program federal funding. It is a managed forest track with 3.4 miles of shoreline on Monument Brook which forms the border with Canada. The lands are to be managed for timber harvest, recreation and wildlife management. These lands add to a large, forested landscape that is international in scope and have extensive vehicular, motorized recreational, water and pedestrian access for hunting, fishing and snowmobiling.

SEARS ISLAND CONSENT DECREE FUND

In 1996, the Maine DOT was sued by the U.S. Environmental Protection Agency and others for filling wetlands on Sears Island in Searsport. The parties negotiated a consent decree to settle the lawsuit. The consent decree included a Supplemental Environmental Project (SEP) under which funds were transferred from Maine DOT to LMF.

The consent decree included \$100,000 to be paid to LMF for the sole purpose of acquiring specific properties, listed in the SEP along the Ducktrap River in order to protect and conserve in perpetuity valuable freshwater wetlands and upland that support Atlantic salmon habitat. The Department of Transportation was also required to complete a program of wetlands restoration and enhancement, with the balance of funds remaining upon completion of that work to be transferred to LMF for acquisition of the listed properties. In 2004, Maine DOT transferred \$371,000 to LMF under this provision. In addition, the funds have drawn some \$70,000 in interest.

To date, Sears Island Consent Decree funds have been used to acquire nine parcels encompassing over 394 acres and 17,622 feet of shore front on the Ducktrap River. The cash balance in the account as of September 23, 2015 was approximately \$146,700. There are no outstanding expenditures.

The success of this project is due in very great measure to the diligence and perseverance of the staff at DIFW and the Coastal Mountains Land Trust.

CONSERVATION EASEMENT REGISTRY

In 2007, the Legislature passed L.D. 1737, which amended the laws governing conservation easements and established a conservation easement registry to track easements throughout the state.⁶⁶ Originally, the responsibility for the maintenance of this registry rested with the State Planning Office. Following the elimination of the State Planning Office, the responsibility was reassigned to DACF, with staffing provided by LMF. The registry is implemented as an on-line resource for account holders to record each of the easements and any changes or amendments to the easements they hold and to report their easement monitoring. The Department is required to notify the Attorney General of “any failure of a holder disclosed by the filing or otherwise known to the Department of Agriculture, Conservation and Forestry”⁶⁷

Under the law, a holder of a conservation easement is required to establish an account in the Conservation Easement Registry (CER) and annually report: the book and page number at the registry of deeds for each conservation easement that it holds, the municipality and approximate number of acres protected under each conservation easement and such other information as the

⁶⁶ PL 2007, c.412

⁶⁷ 33 MRSA §479-C

DACF determines necessary.⁶⁸ Holders are also required to monitor their conservation easements at least once within a three-year period. The CER requirements established by the legislature are entirely separate from LMF's annual reporting requirements for LMF funded acquisitions.

By statute, each annual filing must be accompanied by \$30 to help cover administrative costs of the registry. Since 2009, the Conservation Easement Registry has cost LMF over \$37,000. Revenues from registration fees have amounted to just over \$20,000.⁶⁹ The revenues generated from this fee do not cover the expenses incurred by LMF to operate and maintain the CER, and the Legislature has not provided any additional funding to cover the costs. The shortfall is taken from a fund that was established through the former MBNA credit card affinity program. The revenues in this program were generated on a portion of the administrative fee on each card transaction (0.5% of the transaction amount) and were used primarily to support LMF administrative and staff expenses, however, the fund is almost exhausted.

A review of the Conservation Easement Registry shows that in 2013 and 2014, the two most recent years for which we have complete data, 90% of registrants are annually renewing their accounts. Because reporting on easement monitoring is required every three years, we assume that the other 10% is renewing their accounts on that time frame. Generally speaking, the number of CER registrants has been stable over the past 5-6 years. It is anticipated that the number of registrants may slowly decline over time as multiple smaller land trusts merge into a single regional land trust and as some registrants choose to fall out of compliance.

PUBLICATIONS

Aside from a GEA report, LMF provides two substantive publications: (1) the LMF Proposal Workbook and (2) the biennial report as previously detailed.

When funding is available, LMF publishes an LMF Proposal Workbook, which provides guidance to applicants for preparing and submitting proposals. The Workbook also details the due diligence requirements to be completed by applicants and agencies for all projects. In the summer and fall of 2013, the LMF Board and staff undertook an extensive review of the Proposal Workbook. In November, the board adopted the ninth edition of the Proposal Workbook revised for easier use by applicants preparing proposals.

⁶⁸ 33 MRSA §479-C

⁶⁹ As of October 21, 2015

CONSERVATION STRATEGIES, PRIORITIES, AND PERFORMANCE METRICS

CONSERVATION STRATEGIES

The absence of a comprehensive conservation plan for Maine was identified for several decades. The 1993 Maine State Comprehensive Outdoor Recreation Plan, like others before acknowledged this deficiency by stating “clearly, a comprehensive natural resources inventory and open space and recreation plan targeting areas for protection would be desirable.”⁷⁰ Several studies in the past (Baldwin, Robert F. et. al. and Lewis David J.) have also suggested the lack of a comprehensive model for the state and specific regions such as the Katahdin region and northern forests undermines the effectiveness of public dollars spent on conservation.^{71 72} While there are plans for specific attributes/areas of the state, for example Maine Coastal and Estuarine Land Conservation Program Plan, the Beginning with Habitat (BwH) program, and others, there is a fragmentation of conservation priorities throughout the state due to the sometimes competing interests of the almost 100 land trusts, various soil and water conservation districts, federal initiatives, state agencies and municipalities.

The most recent overall review, conducted in 1996-7, was the Land Acquisition Priorities Advisory Commission (LAPAC). Created by executive order during the King administration, LAPAC, an 18-person committee of scientists, conservationists, foresters, and others, was tasked with inventorying conservation and recreation lands, developing priorities and setting goals for future acquisitions. One of LAPAC’s recommendations stated that “Under the oversight of the Land for Maine’s Future Program, planning efforts should be undertaken for each of the Land Acquisition Priorities, beginning with Focus Areas. These efforts should include setting measureable objectives for each category. Some examples include acquiring a certain number of water access sites or ecological reserves. The Land for Maine’s Future Board may choose to enlist the efforts of other State agencies, organizations, and individuals with particular expertise to help with specific planning projects...Planning efforts should involve a diversity of perspectives including the scientific community, user groups, landowners, conservation organizations, local communities, and State agencies.”⁷³

⁷⁰ Maine State Comprehensive Outdoor Recreation Plan, Bureau of Public Lands, Department of Conservation, Volume I, 1993.

⁷¹ Baldwin, Robert F. et. al. *The Importance of Maine for Ecoregional Conservation Planning*, Maine Policy Review, Margaret Chase Smith Center, 16.2 (2007)

⁷² Lewis, David J. *Easements and Conservation Policy in the North Maine Woods*. Maine Policy Review, Margaret Chase Smith Center, 10.1 (2001)

⁷³ LAPAC

With several state agencies purchasing lands with state and federal dollars, the committee felt that by providing responsibility to the program it would guide the use of public dollars in a more effective and efficient manner. While it may be that a comprehensive statewide conservation plan may not be feasible at this time, LMF should continue to participate in the planning of and use of, other state agency and municipal comprehensive plans while deliberating the projects for selection. This would meet the obligations as set forth by the LAPAC report in recommending “that the Land for Maine’s Future Program assume a more active role in ensuring effective communication among all of the State’s acquisition efforts.”⁷⁴

The Land for Maine’s Future Program: Increasing the Return on a Sound Public Investment report echoed this sentiment almost two decades later when it suggested that “in the absence of an overall state strategy for land conservation and protection, responsibility has fallen by default to LMF.”⁷⁵

A sampling of recent conservation plans conducted by state agencies include:

- *State Comprehensive Outdoor Recreation Plan* (2015), prepared by the DACF, Bureau of Parks and Lands, Maine's State Comprehensive Outdoor Recreation Plan incorporates research and robust public input to identify the demand for and supply of outdoor recreation areas and facilities in Maine. The plan discusses outdoor recreation issues of statewide importance while also detailing an Implementation Program suggesting priorities for expenditure of Land and Water Conservation Fund dollars in Maine. Additionally, it serves as source material assisting those looking to better understand outdoor recreation needs in Maine and how to align projects with those needs.
- *Maine State Wildlife Action Plan* (2015) was prepared by the Department of Inland Fisheries and Wildlife in collaboration with over 100 partner organizations including state and federal agencies, the forest products industry, landowners, and other interested groups. The plan identifies non-regulatory approaches that can be voluntarily undertaken by agencies and other partners to help conserve at-risk wildlife species. The overall goal of this plan is to prevent species from declining to a point that they require listing under the State or Federal Endangered Species Act.
- *Beginning with Habitat (BwH)* is a non-regulatory program that provides wildlife and habitat information to landowners, resource managers, municipalities, private industry, and other interested groups. The program has collaborated with state agencies and other partners to identify areas in Maine that contain high concentrations of wildlife, fishery, and habitat resources. These non-regulatory ‘focus areas’ are intended as informational tools for

⁷⁴ LAPAC

⁷⁵ *The Land for Maine’s Future Program: Increasing the Return on a Sound Public Investment*. Muskie School and Margaret Chase Smith Center, January 2014.

landowners, community groups, and towns interested in voluntary approaches to conserving natural areas for wildlife, recreation, agriculture, forestry, and other uses.

- *Maine State Forest Assessment and Strategies* (2010), conducted by the Maine Forest Service, identifies landscape areas and forestry strategies and priorities throughout the state.
- *Maine Coastal and Estuarine Land Conservation Program Plan* (2012) identifies four types of land or values to be protected which include habitat protection for lands that help maintain healthy populations of plants and animals indigenous to the coast, coastal access for recreational and resource management purposes including lands that provide “working” access, scenic and cultural features and areas that protect the scenic qualities of the coast, and the expansion of existing protected areas.
- *Strategic Plan for Providing Public Access to Maine Waters for Boating and Fishing* (1995 and supplemental 2000) was prepared by Maine Department of Conservation and Maine Department of Inland Fisheries and Wildlife.

One other related natural resource agency planning document is the *Maine Coastal Program plan (2016-2020)* which is also in its final stages of drafting. From their Special Management Area Plan section:

“Town-by-town approaches to natural resource conservation have produced less than optimal results and MCP recognizes the importance of working on coastal issues regionally in the geographies where the issue is most pressing and there is local interest in collaboration. Maine has taken many steps to regionalize government functions (schools, emergency management, etc...), resulting in improved effectiveness and efficiencies, but there is still a reluctance to work on environmental issues on a regional basis due to lack of capacity in smaller towns. However, large-scale landscape conservation is emerging as an increasingly important policy objective in Maine. Stakeholders and state partners echoed the importance of working regionally.”⁷⁶

CONSERVATION PRIORITIES

The Land for Maine’s Future Board derived its first set of conservation priorities from the original legislation (5 MRSA Chapter 353) which created the program and in response to the first LMF bond bill passed by voters. All land was to be of state significance and contain any of the following: recreation lands; prime physical features of the Maine landscape; areas of special scenic beauty; farmland or open space; undeveloped shoreline; wetlands; fragile mountain areas; habitat for plant

⁷⁶ Maine Coastal Program, *Maine Coastal Plan Strategic Outlook 2016-2020*, Draft June 2015

or animal species or natural communities considered rare, threatened or endangered; or lands providing public access to recreation opportunities or the lands listed before.⁷⁷

In 1988 with the issuance of the first LMF bond, the LMF Board and staff with significant input from state agencies and the public, refined the priorities as described in statute following a needs assessment and laid the framework for the scoring system which is used today. Six major land categories were identified as priorities.⁷⁸ These major land categories remain a core component of the LMF scoring process as described in the LMF workbook.

Major Land Categories

- Recreation Lands
- Water Access Lands
- Lands Supporting Vital Ecological or Conservation Functions and Values
- Rare Threatened or Endangered Natural Communities, Plants or Wildlife Habitat
- Areas of Scenic Interest and Prime Physical Features
- Farmland and Open Space

The greatest change in the priorities for the program occurred following the issuance of the Final Report and Recommendations of the Land Acquisition Priorities Advisory Committee's (LAPAC) in 1997. In this report, the LAPAC set forth fourteen priorities to help guide land acquisition by the State. Of the fourteen priorities identified, five focus areas were selected as the top priorities.

LAPAC Focus areas

1. Access to Water: "Acquisition and development of public access to waters should seek to provide a diversity of high quality recreational opportunities such as boat ramps, carry-in boat access sites, and walk-in access to remote ponds."
2. Southern Maine Conservation Lands: "The southern portion of the state (south of Bangor) is richest in biological diversity."
3. Ecological Reserves: "Special attention should be given to those areas that include rare species, as well as unique or exemplary natural communities."
4. River Systems: "Future acquisition efforts should protect extended corridors on the state's most valued river corridor."
5. Undeveloped Coastline

⁷⁷ Land for Maine's Future, *Land for Maine's Future Fund Proposal Workbook*, September 1988.

⁷⁸ Land for Maine's Future, *Land for Maine's Future Fund Strategy and Guidelines for Acquisition*, September 1988, revised August 1990.

Other priorities identified by LAPAC

1. Northern Forest Conservation Lands: The conservation goal for Northern Forest Conservation should be to maintain their natural character, preserve public recreation opportunities, protect important habitat, and manage timber resources in a sustainable manner.”
2. Municipal/Urban Open Space
3. Trail Systems: “In particular, acquisition efforts should focus on opportunities to link existing public land holdings by trail corridors and to acquire ready-made trail corridors such as abandoned railroad beds.”
4. Farm Land: “...provide farmers with an alternative to selling the farm and preserve strategic agricultural and open space lands.”
5. Regional Parks: “Residents of many of the state’s population centers have limited public recreation lands within a reasonable traveling distance to where they live (one hour drive.)
6. Additions and Access to Existing Public Lands
7. Mineral Collecting Sites
8. Islands
9. Significant Mountains

These priorities were added to the LMF scoring criteria and weighted in an attempt to influence the allocation of more LMF funds to the highest priority resources.

Over the following decade and beyond, various new priorities, enacted by the Legislature, particularly through bond language, altered the selection process to include various new project areas including working waterfront. The imposition of new priorities through legislative means, albeit appropriate, has been done without developing a new understanding of changing statewide conservation priorities.

MEASURING CONSERVATION

In 1997, LAPAC set a specific goal of increasing public and private conservation ownership in Maine by 10% by the year 2000 and doubling conservation lands by 2020. The original target of increasing public land ownership by 10% by the year 2000 was proposed by the Maine Economic Growth Council.

LAPAC based their goals on the understanding that the state’s conservation totals were at approximately 5% and set a goal to increase public and private conservation ownership in Maine 10% by the year 2000 and double conservation lands by 2020. At the time LAPAC set this goal, the conservation land totals were inventoried as 1,080,537 acres. As of 2015, the total acreage of conservation lands (fee and easement) is 3,930,511 more than three times the totals in 1997.

County	% Maine Lands in Conservation (1997)	% of Maine Lands Conserved by fee or easement (2015)	LMF Acreage (2015)	% of Conservation Lands that are LMF funded*
Androscoggin	0.30%	2.89%	3,638	33.70%
Aroostook	14.40%	13.33%	6,681	0.89%
Cumberland	1.30%	6.50%	12,008	26.04%
Franklin	2.80%	12.81%	40,046	15.39%
Hancock	9.00%	16.54%	47,621	23.45%
Kennebec	0.70%	3.68%	8,475	35.71%
Knox	1.20%	7.71%	917	4.51%
Lincoln	0.20%	4.23%	1,430	9.84%
Oxford	10.80%	18.98%	10,767	3.19%
Penobscot	9.10%	6.79%	16,915	2.67%
Piscataquis	31.70%	38.51%	271,347	17.00%
Sagadahoc	0.60%	11.29%	3,174	12.72%
Somerset	7.10%	31.31%	64,087	9.19%
Waldo	1.00%	4.19%	2,034	6.65%
Washington	7.90%	28.81%	85,423	15.83%
York	1.90%	10.14%	15,018	22.41%
State	5.29%	18.90%	589,064	11.21%

The table above is based on Maine Office of GIS information (*Conservation Lands* layer) and LMF data and includes fee and easement properties from all owners (private, federal, state, etc...). As easements are sometimes self-reported, the totals may actually be higher than listed. [Note according to inventoried data, Aroostook County and Penobscot County's land has actually shrunk. It seems that the original inventory conducted in 1997 overstated lands in that county.] *Parcels may have been acquired with other public and private funds in addition to LMF funds.

Another significant item highlighted by LAPAC, was that only 13% of Maine's public land acreage was located in the southern third of the state. Not knowing the exact locations used to determine the "southern third", a county-by-county evaluation was used by taking the conservation land inventory (in place of public lands-only) in the LAPAC report for a comparison to today's inventory (*GIS Conserved Lands layer*).

In 1997, the percentage of conservation lands (both fee and easement) located in Androscoggin, Cumberland, Kennebec, Knox, Lincoln, Oxford, Sagadahoc, Waldo and York counties was 18%. When pulling Oxford County from this total, that percentage dropped to 7.2%. In comparison to today's inventory of the same counties (Androscoggin, Cumberland, Kennebec, Knox, Lincoln, Oxford, Sagadahoc, Waldo and York) the percentage of conservation lands is 12% and dropped to 5.3% when pulling out Oxford County. Granted this is not an apples-to-apples comparison of the LAPAC highlight regarding public lands, it does illustrate the decline in conservation lands in these

counties since the issuing of LAPAC and may indicate the need to reevaluate the geographic focus of future projects. See Appendix I for various maps of conservation lands in Maine.

County	% of Population (2010 Census)	County Acres	% Land of State	Conservation Acres (2015)	% Total State Conservation Lands
Androscoggin	8.10%	317,531	1.6%	9,189	0.23%
Aroostook	5.30%	4,358,238	21.1%	581,132	14.79%
Cumberland	21.36%	587,558	2.7%	38,162	0.97%
Franklin	2.30%	1,113,551	5.4%	142,649	3.63%
Hancock	4.10%	1,080,477	5.3%	178,759	4.55%
Kennebec	9.17%	607,422	2.9%	22,363	0.57%
Knox	2.98%	240,535	1.2%	18,540	0.47%
Lincoln	2.57%	304,792	1.5%	12,895	0.33%
Oxford	4.32%	1,389,533	6.7%	263,786	6.71%
Penobscot	11.57%	2,271,263	10.9%	154,309	3.93%
Piscataquis	1.30%	2,795,178	13.0%	1,076,557	27.39%
Sagadahoc	2.65%	163,855	8.0%	18,502	0.47%
Somerset	3.91%	2,613,713	12.6%	818,325	20.82%
Waldo	2.92%	544,619	2.4%	22,831	0.58%
Washington	2.44%	1,759,877	8.7%	506,953	12.90%
York	14.97%	646,670	3.2%	65,559	1.67%

The table above is based on Maine Office of GIS information (*Conservation Lands* layer) include fee and easement properties from all owners (private, federal, state, etc...). As privately-held easements are self-reported (for example land trust) totals may actually be higher than listed.

In regards to setting conservation targets, there have been a number of non-state entities which have promoted or have called for local, statewide and even regional (New England) conservation goals for Maine.

- *Wildlands and Woodlands*, a regional initiative sponsored by Highstead conservation organization in collaboration with Harvard Forest and Harvard University, has set a goal of 70% of New England as forests – 90% as wildlands for recreation and wood products and 10% as reserved lands.
- Maine Farmland Trust set a goal of conserving 100,000 acres of Maine Farmland by the close of 2014. Currently the Trust conserves 35,000 acres of farmlands.⁷⁹
- The Piscataqua Region Estuaries Partnership in their conservation planning document *The Land Conservation Plan for Maine's Piscataqua Region Watersheds*, set a benchmark of “permanently conserving 15% of the land in the watershed (23,400 acres) by 2020.”⁸⁰

⁷⁹ Maine Farmland Trust, *Maine Farmland Trust buys Varnum Farm in Sebec: 2075 acre property to be protected, resold*, <http://www.maineFarmlandtrust.org/>

- In order to retain and protect its rural character and natural resources the Town of Falmouth in its *Greening of Falmouth* (2005) open space plan amongst other goals and objectives, looked to conserve lands that would meet a number of criteria including the conservation of an unfragmented habitat block of 250 acres or more. At the time of the town's most recent comprehensive plan (2013), Wilshore Farm, an earlier LMF project, was a part of an over 600 acre block.

FEE ACQUISITION V. EASEMENTS

There has been much debate over the value of conserving land through easements versus fee acquisition. While some outside researchers have suggested that fee acquisition provides a greater role for the state in providing protection and management, it is clear that the purchase of easements affords the opportunity to conserve more acreage with hardworking taxpayer dollars. A report completed by the Committee to Study Access to Private and Public Lands in Maine (December 2001)⁸¹ identified several advantages regarding the use of conservation easements including:

- Land remains in private ownership and may continue to be managed for forest products
- Land remains on the tax rolls and for land enrolled under Maine's Tree Growth Tax Law, valuation and tax revenue will not change
- Easements can guarantee public access to land without public ownership of the land
- Easements may be less costly to purchase than fee interest in land. A cost savings may allow the public to protect more acres from development
- Easements allow protection of land that an owner is unwilling to sell

In summary, the committee supported “the acquisition of conservation easements as an effective tool to preserve public access in perpetuity to lands with high value for outdoor recreation.”

⁸⁰ Walker, S., T. Smith, P. Schumacher, J. Czapiga, D. Sowers, J. Oman-Saltmarsh, and P. Dest. *The Land Conservation Plan for Maine's Piscataqua Region Watersheds*. Maine Beginning with Habitat, Wells National Estuarine Research Reserve, Southern Maine Regional Planning Commission, and Piscataqua Region Estuaries Partnership. Published by the Piscataqua Region Estuaries Partnership, Durham, NH, 2010.

⁸¹ Committee to Study Access to Private and Public Lands, State of Maine 120th Legislature, Augusta, ME. December 2001.

County	Conservation Easement*	Fee Owned*	Total Conservation Acreage*
Androscoggin	2,570.3	6,282.4	8,852.7
Aroostook	380,221.4	202,020.7	582,242.1
Cumberland	9,621.4	28,394.0	38,015.3
Franklin	65,792.5	75,844.1	141,636.6
Hancock	60,373.6	118,583.3	178,956.9
Kennebec	2,590.3	19,809.1	22,399.4
Knox	5,784.1	13,146.6	18,930.7
Lincoln	7,056.9	9,058.1	16,115.0
Oxford	121,744.2	141,632.4	263,376.6
Penobscot	46,712.8	106,610.4	153,323.2
Piscataquis	590,978.3	485,068.7	1,076,047.0
Sagadahoc	3,955.6	14,554.6	18,510.1
Somerset	583,191.2	235,401.0	818,592.2
Waldo	2,417.0	20,147.9	22,564.9
Washington	358,342.4	147,690.8	506,033.1
York	16,881.9	48,103.6	64,985.6
	2,258,233.9	1,672,347.7	3,930,581.6

The table is based on Maine's entire fee acquisition to conservation easement lands and excludes Great Pond acreage (Source Maine Natural Areas Program, DACF)

In the beginning of the LMF program, the focus was on state significance and state acquisition of lands. As the program evolved, there has been a change in the state's interest in LMF projects, to include both fee acquisition and the purchase of conservation easements. This change is evident when evaluating Conservation & Recreation projects for the first decade (1989-1998) which is an overwhelming 23:1 acreage for fee acquisition vs. conservation easements to the most recent decade (2005-2014) which is a 1:3 ratio. In the recent two biennials of the program (2011-2014) the ratio is closer to 1:1 with a slight advantage of more conservation easements project acreage. As you can see from the table above, as a whole, the state has more privately held conservation land encumbered by conservation easements than it has conservation land held in fee ownership by state, federal, municipal or non-profit entities.

YEAR	TOTAL ACRES	FEE ACRES	EASEMENT ACRES
1989	589.0	589.0	0.0
1990	43,861.0	43,811.0	50.0
1991	792.0	792.0	0.0
1992	1,658.0	1,645.0	13.0
1993	4,330.0	4,330.0	0.0
1994	9,115.4	8,237.9	877.0
1995	572.6	464.6	108.0
1996	560.8	377.8	183.0
1997	596.0	0.0	596.0
1998	1,128.2	338.2	790.0
1999	1,304.2	1,304.2	0.0
2000	22,774.5	777.0	21,997.5
2001	26,517.6	26,512.6	5.0
2002	9,825.8	6,541.8	3,284.0
2003	74,129.3	55,094.3	19,035.0
2004	17,872.5	17,825.4	47.1
2005	18,749.9	18,700.3	49.6
2006	202,579.1	7,793.3	194,785.8
2007	43,714.1	6,714.1	37,000.0
2008	9,413.5	6,904.9	2,508.6
2009	28,841.0	25,481.0	3,360.0
2010	3,569.9	2,321.9	1,248.0
2011	8,508.2	5,237.2	3,284.0
2012	28,474.9	6,591.9	21,870.0
2013	12,460.0	12,460.0	0.0
2014	6,446.9	1,114.9	5,332.0

The table is based on LMF Conservation and Recreation fee acquisition and conservation easement projects by year. (Source: LMF) Note: Some projects (for example Kennebec Highlands) are spread out through several years. In this case the initial year of the project is used. When an individual parcel date (for example a WMA parcel addition) is specific to one year it is used.

PERFORMANCE MEASUREMENTS OF LMF

In regards to the Government Evaluation Act, performance measurements for the LMF program have been reported twice previously. LMF defined their performance measurements through a 2000 strategic planning exercise and reported in the 2001 GEA Report. Meeting the goals of LAPAC or other conservation priorities was not explicitly mentioned in determining these performance measurements although it is assumed that they played a part in the development of the planning. The 2008 GEA reported using the same goals. The metrics were listed as:

- The average number of acres per year of special, significant lands protected with the help of Land's for Maine's Future funds.
- The average dollars leveraged from public, private and nonprofit entities with Land for Maine's Future funds.

The quantifiable measurements were to conserve an annual acreage goal of 15,000 acres/year and exceed the bond requirement 2:1 matching of LMF funds. LMF also set their performance measure aligned with the goal of “To be a catalyst for the wise development of the state’s economy and the conservation of its natural resource” with an objective to “Improve Mainers’ economic well-being with no measurable deterioration in its healthy natural resources.”

ALTERNATIVE DELIVERY SYSTEMS

The current system primarily relies on staff within DACF to support the board and assist applicants. It remains a primarily paper-based system. LMF has adopted some methods that differ from this traditional delivery system, such as the use of contracts, technology, and partnerships.

USE OF CONTRACTS AND AGREEMENTS WITH OTHER STATE AGENCIES

LMF does use contracts and memoranda of agreements (MOAs) to acquire specialized services. For example, the program contracts with lawyers and has MOAs with appropriate state agencies to conduct assessments on each acquired parcel. Also, LMF and the DMR contract for the administration of the WWAPP and hold a third party contract to review all appraisals under that program.

USE OF TECHNOLOGY

LMF uses technology to disseminate information to the general public and applicants. Its website provides information on LMF funded projects, meeting notices and minutes, the most recent workbooks, and other reports and publications. Further, holders of conservation easements file their annual reports online to DACF through the easement registry. This statutorily required annual reporting requirement is the responsibility of DACF, management and funding has been delegated to the LMF program staff.

There are some potential technological opportunities that LMF could pursue that may help to improve and streamline programs and increase accessibility:

- *Electronic Records:* The majority of the documents LMF receives and retains are paper-based. This includes, among other things, proposals, executed project agreements, and annual monitoring reports.⁸² Investing in digitizing documents and methods to allow for electronic completion and submission could help to streamline the process and improve the access to documents.
- *Conservation Easement Registry.* LMF is currently responsible for the administration and management of the online Conservation Easement Registry (CER). Making the CER available as an online resource through Infor ME costs LMF approximately \$7,500 annually and generates approximately \$2,800 in revenue annually. If LMF continues to have oversight of the CER, it may be advantageous to explore whether the CER can be enhanced to function as an online resource for the annual Project Agreement reporting requirements cooperating entities must fulfill to remain compliant with the conditions of their LMF award. Without any additional financial support, the cost to make enhancements to the CER for this or any other function will be a limiting factor.
- *Central Database:* At one time staff maintained a central database that contained information on all projects, but it is no longer usable. LMF has been working to revise and upgrade this database, but at the time of this report that has not been completed. A central project database with appropriate data fields would allow for better tracking and the ability to see trends and patterns. For example, it could provide comprehensive tracking of public access grant funds, state significance, source of match (private versus public funding support), and other relevant data to manage and promote the successes of the program.
- *Public Access to Data:* The 2007 GEA report referenced an online database that contained a project directory with maps, photos, and information on how to access public LMF properties, but it is no longer active. Re-creating this public database would help to inform the public on how LMF funds are spent and the location of lands open to them.
- *Public Access to Meetings:* Although meeting notices and meeting minutes are available on the website, there isn't currently an audio or video feed available for public meetings. Establishing a live stream of meetings would allow for greater public access to board meetings. As of the September 15, 2015 meeting, LMF has started to audio record the meetings.

PARTNERSHIPS

The Program relies on the expertise of various state agencies, including staff within DACF, DIFW, DMR, Maine Historic Preservation Commission, Maine DOT, and the Office of the Attorney General. In addition, LMF partners with numerous federal agencies, non-profit land trusts,

⁸² As part of the process to write this report, OPM has digitized all available project agreements and have provided the electronic documents to LMF for their use.

municipalities, and other cooperating entities (as defined in statute). These arrangements help to supplement the efforts of program staff.

Other opportunities outside the current relationships fostered by LMF may exist to create or strengthen partnerships across the state to the benefit of LMF's goals. See Appendix G for a selection of other programs.

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Land for Maine's Future Program

Government Evaluation Act

APPENDICES

APPENDIX A: Statutes

Land for Maine's Future Enabling Statute

Maine Revised Statutes

Title 5: ADMINISTRATIVE PROCEDURES AND SERVICES

Chapter 353: LAND FOR MAINE'S FUTURE

§6200. FINDINGS

The Legislature finds that Maine is blessed with an abundance of natural resources unique to the northeastern United States; that these natural resources provide Maine residents and visitors to the State with an unparalleled diversity of outdoor recreation opportunities during all seasons of the year and a quality of life unmatched in this nation; that the continued availability of public access to these recreation opportunities and the protection of the scenic and natural environment are essential for preserving the State's high quality of life; that public acquisition programs have not kept pace with the State's expanding population and changing land use patterns so that Maine ranks low among the states in publicly owned land as a percentage of total state area; that rising land values are putting the State's real estate in shoreland and resort areas out of reach to most Maine citizens and that sensitive lands and resources of statewide significance are currently not well protected and are threatened by the rapid pace of development; and that public interest in the future quality and availability for all Maine people of lands for recreation and conservation is best served by significant additions of lands to the public domain.

The Legislature further finds that Maine's private, nonprofit organizations, local conservation commissions, local governments and federal agencies have made significant contributions to the protection of the State's natural areas and that these agencies should be encouraged to further expand and coordinate their efforts by working with state agencies as "cooperating entities" in order to help acquire, pay for and manage new state acquisitions of high priority natural lands.

The Legislature declares that the future social and economic well-being of the citizens of this State depends upon maintaining the quality and availability of natural areas for recreation, hunting and fishing, conservation, wildlife habitat, vital ecologic functions and scenic beauty and that the State, as the public's trustee, has a responsibility and a duty to pursue an aggressive and coordinated policy to assure that this Maine heritage is passed on to future generations.

§6201. DEFINITIONS

As used in this chapter, unless the context otherwise indicates, the following terms have the following meanings.

1. Appraised value. "Appraised value" means the fair market value of property without the consideration of the effect, if any, of dedication or other preservation-related restrictions.

1-A. Commercial fisheries business. "Commercial fisheries business" means an enterprise directly or indirectly concerned with the commercial harvest of wild or aquacultured marine organisms, whose primary source of income is derived from these activities. "Commercial fisheries business" includes, but is not limited to:

- A. Licensed commercial fishermen, aquaculturists and fishermen's cooperatives;
- B. Persons providing direct services to commercial fishermen, aquaculturists or fishermen's cooperatives, as long as provision of these direct services requires the use of working waterfront property; and
- C. Municipal and private piers and wharves operated to provide waterfront access to commercial fishermen, aquaculturists or fishermen's cooperatives.

2. Cooperating entities. "Cooperating entities" means those private nonprofit organizations, municipal conservation commissions, local governments, federal agencies or other bodies designated by the Land for Maine's Future Board pursuant to section 6203, as able to assist the State in the acquisition or management of conservation lands.

3. Matching funds. "Matching funds" means any combination of public and private funds used in conjunction with the Land for Maine's Future Fund or the Public Access to Maine Waters Fund for the purpose of this chapter, including, but not limited to: private contributions of cash or securities; money from municipal or other public agencies; money from a federal matching program, subject to the limitations of applicable federal and state laws, in an amount authorized by the federal program; contributions of real property, or interest in real property, that serves the acquisition needs of the State as determined by the Land for Maine's Future Board; in-kind contributions; or any combination of those funds. Contributions of land or interest in land must be valued, for purposes of this section, in the amount of their appraised value.

4. Stewardship account. "Stewardship account" means an account held separate and apart from all other money, funds and accounts of a state agency for the purposes of management of land owned in fee or less-than-fee simple meeting the criteria established in section 6207.

5. Working waterfront or working waterfront property. "Working waterfront" or "working waterfront property" means land, legally filled lands and piers and wharves and other improvements to land adjacent to the navigable coastal waters of the State and used by a commercial fisheries business.

§6202. LAND FOR MAINE'S FUTURE BOARD

The Land for Maine's Future Board, as established in chapter 379, shall be an Executive Department Board and shall be referred to in this chapter as the "board."

§6203. LAND FOR MAINE'S FUTURE FUND

1. Fund established. There is established the Land for Maine's Future Fund that is administered by the board. The Land for Maine's Future Fund consists of the proceeds from the sale of any bonds authorized for the purposes set forth in subsection 3 and any funds received as contributions from private and public sources for those purposes. The Land for Maine's Future Fund must be held separate and apart from all other money, funds and accounts. Eligible investment earnings credited to the assets of the Land for Maine's Future Fund become part of the assets of that fund. Any balance remaining in the Land for Maine's Future Fund at the end of any fiscal year must be carried forward for the next fiscal year.

2. Fund available. The Land for Maine's Future Fund is available to state agencies and designated cooperating entities upon authorization of the board for the purposes identified in subsection 3.

3. Fund proceeds. The proceeds of the Land for Maine's Future Fund may be applied and expended to:

A. Acquire property or an interest in property that is determined by the board to be of state significance under the guidelines of this chapter; [1999, c. 769, §1 (AMD).]

B. When interest in land is acquired with proceeds from the Land for Maine's Future Fund, fund minor capital improvements on such lands and on adjoining lands in the same ownership or under the same management to improve accessibility, as long as these improvements do not exceed 5% of the appraised value of the acquired property; and [2009, c. 178, §1 (AMD).]

C. When interest in farmland is acquired with proceeds from the Land for Maine's Future Fund, fund the development of a business plan and capital improvements to provide for the land's continuing use as a working farm, as long as these improvements do not exceed 5% of the appraised value of the acquired property. Capital improvements under this paragraph may also be made on adjoining farmland in the same ownership or under the same management.

§6203-A. PUBLIC ACCESS TO MAINE WATERS FUND

1. Fund established. There is established the Public Access to Maine Waters Fund that is administered by the board. The Public Access to Maine Waters Fund consists of the proceeds from the sale of bonds authorized for the purposes set forth in subsection 3 and funds received as contributions from private and public sources for those purposes. The Public Access to Maine Waters Fund must be held separate and apart from all other money, funds and accounts. Eligible investment earnings credited to the assets of the Public Access to Maine Waters Fund become part of the assets of that fund. Any balance remaining in the Public Access to Maine Waters Fund at the end of a fiscal year must be carried forward for the next fiscal year.

2. Fund available. The Public Access to Maine Waters Fund is available to state agencies and designated cooperating entities upon authorization of the board for the purposes identified in subsection 3.

3. Fund proceeds. The proceeds of the Public Access to Maine Waters Fund may be applied and expended to:

A. Acquire property or interests in property abutting fresh or coastal waters when public access to those waters does not exist or when the board determines that existing points of public access are not sufficient; and

B. Provide minor capital improvements on lands acquired by proceeds from the Public Access to Maine Waters Fund to provide public access or improve accessibility, as long as these improvements do not exceed 5% of the appraised value of the acquired property.

§6203-B. MAINE WORKING WATERFRONT ACCESS PROTECTION FUND

1. Fund established. The Maine Working Waterfront Access Protection Fund, referred to in this section as "the fund," is established and is administered by the board in cooperation with the Commissioner of Marine Resources under the provisions of this chapter and Title 12, section 6031-A. The fund consists of the proceeds from the sale of bonds authorized for the purposes set forth in subsection 3 and funds received as contributions from private and public sources for those purposes. The fund must be held separate and apart from all other money, funds and accounts. Eligible investment earnings credited to the assets of the fund become part of the assets of the fund. Any balance remaining in the fund at the end of a fiscal year must be carried forward for the next fiscal year.

2. Grants. The board may make grants to state agencies and designated cooperating entities for the purposes identified in subsection 3. Grants are made according to rules adopted by the board. Rules adopted pursuant to this subsection are routine technical rules as defined in Title 5, chapter 375, subchapter 2-A.

3. Fund proceeds. The proceeds of the fund may be applied and expended to acquire property or interests in property that are designed to protect access to working waterfront property consistent with the provisions of Title 12, section 6042. The board shall include as a condition of an acquisition or grant made under this section the requirement that the protected property may not be used, altered or developed in a manner that precludes its use by a commercial fisheries business consistent with the provisions of Title 33, chapter 6-A. Consistent with the provisions of Title 12, section 6042, working waterfront covenants obtained through expenditures of these funds are held by the Commissioner of Marine Resources.

4. Matching funds. For each grant made under this section, the board shall require the grant recipient to provide matching funds at least equal to the amount of the grant.

§6204. BOARD COMPOSITION

1. Composition. The board consists of 9 members, 6 who are private citizens and 3 who are permanent members. The permanent members are the Commissioner of Inland Fisheries and

Wildlife; the Commissioner of Marine Resources; and the Commissioner of Agriculture, Conservation and Forestry.

2. Appointments. The 6 private citizens are appointed by the Governor, subject to review by the joint standing committee of the Legislature having jurisdiction over matters pertaining to state parks and public lands and to confirmation by the Legislature.

3. Qualifications. The 6 private citizens must be selected for their knowledge of the State's natural resources and landscape and their demonstrated commitment to land conservation. Appointments must provide broad geographic representation.

4. Terms; compensation. The appointed private citizen members are appointed to staggered 4-year terms. The initial appointments are: Two members for 2-year terms; 2 members for 3-year terms; and 2 members for 4-year terms. Appointed private citizen members may not serve more than 2 consecutive 4-year terms. The appointed members receive the legislative per diem pursuant to chapter 379.

5. Chair. The Governor shall appoint the chair of the board.

6. Assistance. The Department of Inland Fisheries and Wildlife; the Department of Transportation; the Department of Agriculture, Conservation and Forestry; and all other state agencies shall provide staff support and assistance considered necessary by the board to fulfill the objectives of this chapter. If agency assistance is not available, consultants may be hired from the proceeds of either the Land for Maine's Future Fund or the Public Access to Maine Waters Fund to assist the board in carrying out its responsibilities.

§6205. BOARD MEETINGS; RULES AND ADMINISTRATIVE PROCEEDINGS

1. Meetings. The board shall meet at least 4 times each year. The chair shall call the meetings of the board.

2. Rules. The board, acting in accordance with section 8052, may adopt rules it considers necessary for the conduct of its business.

3. Compensation. Appointed members are entitled to receive compensation equal to legislative per diem and travel expenses as allowed under section 12004-G, subsection 29 while engaged in board activities.

4. Quorum. A quorum of the board for the transaction of business is 5 members.

5. Personal bias. If a charge of bias or personal financial interest, direct or indirect, is filed against a member requesting that member to withdraw from a proceeding of the board, that member shall determine whether or not to withdraw and shall make that determination part of the record of that proceeding.

§6206. BOARD RESPONSIBILITIES

1. Responsibilities. The board shall:

A. Complete an assessment of the State's public land acquisition needs and develop a strategy and guidelines, based on that assessment, for use in allocating the proceeds of the Land for Maine's Future Fund and the Public Access to Maine Waters Fund. Both the assessment and the development of a strategy and guidelines must be conducted with opportunities for participation by interested state agencies and the public;

B. [Repealed 1993, c. 728, §8]

C. Receive and review funding requests from state agencies and cooperating entities for acquisition projects meeting state guidelines;

D. In accordance with the strategy and guidelines developed under paragraph A, authorize distribution of proceeds from the Land for Maine's Future Fund and the Public Access to Maine Waters Fund for acquisitions of property or interests in property; and

E. On January 1st of every odd-numbered year, report to the joint standing committee of the Legislature having jurisdiction over matters pertaining to state parks and public lands on expenditures from the Land for Maine's Future Fund and the Public Access to Maine Waters Fund and revisions to the strategies and guidelines. This report must include a description of access to land and interest in land acquired during the report period. If an acquisition has been made that does not include guaranteed public vehicular access to the land acquired, the board must provide justification for that acquisition and a plan for continuing efforts to acquire guaranteed public access to the land. This report must include a summary of the board's experience during the reporting period with projects funded pursuant to section 6203 or 6203-A and in which the land or interest in land is acquired by a cooperating entity. This report must also include on a county-by-county basis a summary of the expenditures made by the board and acreage conserved through acquisition of fee or less-than-fee interest by the board during the report period. Each report must include cumulative totals by county of acreage conserved through acquisition of fee or less-than-fee interest through action by the board.

The report must include maps based on available information and at a statewide level that show federal, state and other public lands and permanent interests in lands held for conservation purposes. The maps must also provide a representation of the amount of land affected by conservation easements under Title 33, chapter 7, subchapter 8-A. Other state agencies holding conservation lands and interests in lands held for conservation purposes shall assist in the preparation of the maps.

§6206-A. NOMINATIONS

Prior to taking an action to designate land for negotiation for acquisition, the board shall send by certified mail or otherwise deliver a notice of this intention to the owner or owners of land within the area proposed by the board for acquisition, as the identity and address of such owner or owners

is shown on the tax maps or other tax records of the municipality in which the land is located. If the land is located within the unorganized territory, notice must be sent to the owner or owners as shown on the tax maps or other tax records of the State Tax Assessor. After the completion of negotiations, the board shall publish a notice of its intent to designate land for acquisition in a newspaper or newspapers of general circulation that identifies the land proposed by the board for acquisition and that notifies the residents of the area that the board will accept public comments on the proposed acquisition.

Any owner of land that has been nominated for acquisition and is subject to the notice requirements of this section may submit a properly sworn affidavit to the board indicating the owner's unwillingness to sell. The affidavit is notice to the board that continued evaluation of that land is inappropriate and, unless the board intends to acquire an interest in the land through the use of eminent domain pursuant to section 6207-A, the board may not consider that land for acquisition.

§6207. ACQUISITION CRITERIA

1. Distribution of funds. The board shall authorize the distribution of funds from the Land for Maine's Future Fund and the Public Access to Maine Waters Fund to state agencies and cooperating entities for the acquisition of natural lands that meet the criteria set forth in this chapter.

2. Determination of state significance. In determining whether a proposed acquisition must be funded, in full or in part, by the Land for Maine's Future Fund or the Public Access to Maine Waters Fund, the board shall consider whether the site is of state significance and:

A. Contains recreation lands, prime physical features of the Maine landscape, areas of special scenic beauty, farmland or open space, undeveloped shorelines, significant undeveloped archeological sites, wetlands, fragile mountain areas or lands with other conservation, wilderness or recreation values;

B. Is habitat for plant or animal species or natural communities considered rare, threatened or endangered in the State;

C. Provides nonmotorized or motorized public access to recreation opportunities or those natural resources identified in this section; or

D. Provides public water supply protection when that purpose is consistent and does not conflict with the natural resource conservation and recreation purposes of this chapter.

3. Priorities. Whenever possible, the Land for Maine's Future Fund and the Public Access to Maine Waters Fund must be used for land acquisition projects when matching funds are available from cooperating entities, as long as the proposed acquisition meets all other criteria set forth in this chapter. For acquisitions funded by the Land for Maine's Future Fund, the board shall give priority to projects that conserve lands with multiple outstanding resource or recreation values or a single exceptional value, conserve and protect deer wintering areas, provide geographic representation and build upon or connect existing holdings.

When acquiring land or interest in land, the board shall examine public vehicular access rights to the land and, whenever possible and appropriate, acquire guaranteed public vehicular access as part of the acquisition.

4. Nonqualifying expenditures. The board may not fund:

A. Facilities for organized recreational activities, including, but not limited to, ballparks, tennis courts or playgrounds;

B. Except as provided in section 6203, subsection 3, paragraph B and section 6203-A, subsection 3, paragraph B, capital improvements on any publicly owned facilities; and

C. The acquisition of land of which the primary use value has been and will be as commercially harvested or harvestable forest land.

5. Estimation of monitoring and management costs. Prior to final approval of a project under this chapter, a person submitting a proposal to acquire property or an interest in property with funding from the Land for Maine's Future Fund or the Public Access to Maine Waters Fund shall provide:

A. A description of the management envisioned for the property for the first 10 years following acquisition. When the application proposes acquiring an interest in property, the application must provide a description of the anticipated management responsibilities retained by the landowner and those to be assumed by the State or a cooperating entity;

B. Preliminary estimates of the costs to the State or a cooperating entity of managing the land for the uses proposed in the application; and

C. Preliminary estimates of the costs associated with monitoring compliance with an easement when an interest in land is acquired.

§6207-A. USE OF EMINENT DOMAIN

The board may expend funds to acquire an interest in land obtained by the use of eminent domain only if the acquisition has been approved by the Legislature or is with the consent of the owner or owners of the land, as the identity and address of the owner or owners is shown on the tax maps or other tax records of the municipality in which the land is located. If the land is located within the unorganized territory, for purposes of this section the identity of the owner or owners must be as shown on the tax maps or other tax records of the State Tax Assessor.

§6208. MUNICIPAL APPROVAL

1. Approval. Approval by the elected municipal officials is required when more than 1% of a municipality's state valuation is considered for acquisition under a bond issue.

2. Transactions. Any acquisition by eminent domain funded by the board, when the land exceeds either 50 acres or \$100,000 in assessed value, is subject to the approval of the municipality in which the land is located. That approval may be obtained either from the elected municipal officials or, if those officials do not approve, by vote of the town meeting or by referendum of the electorate. If the land involved is located within the unorganized territory, this requirement does not apply.

§6208-A. UNORGANIZED TERRITORY; COUNTY APPROVAL

1. Approval. Approval by the county commissioners is required if land proposed to be acquired under a bond issue within the unorganized territory in a county constitutes more than 1% of the state valuation within the county.

2. Transactions. Any acquisition of land within an unorganized territory by eminent domain funded by the board, when the land exceeds either 50 acres or \$100,000 in assessed value, must be approved by the county in which the land is located. That approval may be obtained either from the county commissioners or, if they do not approve, by referendum of the legal voters within the county.

§6209. OWNERSHIP; TITLE; MANAGEMENT

1. Uses of funds. The board may use the Land for Maine's Future Fund and the Public Access to Maine Waters Fund to acquire real property in both fee and less-than-fee simple interest, including, but not limited to, conservation easements, access easements, scenic easements, other permanent interests in land and long-term leases of at least 99 years, provided that those acquisitions are primarily natural lands meeting the criteria set forth in this chapter.

2. Title. Title to all lands acquired pursuant to this chapter must be vested solely in the State. Management responsibilities for the acquired lands may be contracted by the land-owning state agency to cooperating entities, subject to appropriate lease arrangements, upon the recommendation of the agency's commissioner and approval of the board.

3. Matching funds. When matching funds for a project include cash not derived from a bond request, an allocation of up to 20% of the appraised value of the acquired land or the amount of cash, whichever is less, may be put into the stewardship account of the state agency holding title to the land.

4. Payments. Payments from the fund may be made to cooperating entities for qualifying lands acquired on behalf of the State, provided that a state agency has issued to the cooperating entity a letter of intent requesting assistance in the acquisition. Upon submission to the state agency of a cooperating entity's direct expenses for acquisition and related costs of an authorized acquisition, the board shall authorize payment of those expenses, provided that the total of all expenses does not exceed the appraised value of the acquired property. Expenses must be paid at intervals during the acquisition process, as determined by the board.

5. Land evaluated. All lands acquired with money from the Land for Maine's Future Fund or the Public Access to Maine Waters Fund must be evaluated for rare, threatened or endangered species of plants and animals, exemplary natural communities, features of historic significance and other high priority natural features and ecologic functions as determined by the board, with reference to the best inventory data available to the State. Subsequent management by state agencies holding properties found to have such important features and functions must reflect the objective of maintaining and protecting those features and functions.

6. Legislative approval. Except as provided in subsection 7, land acquired under this chapter may not be sold or used for purposes other than those stated in this chapter, unless approved by a 2/3 majority of the Legislature.

7. Conveyance of an access easement across a rail trail. Notwithstanding any other provision of law, the Director of the Bureau of Parks and Lands within the Department of Agriculture, Conservation and Forestry, with the approval of the Governor and the Commissioner of Agriculture, Conservation and Forestry, may sell or otherwise convey in accordance with Title 12, section 1814-A access rights by easement across a rail trail acquired under this chapter.

For the purposes of this subsection, "rail trail" means a former railroad right-of-way in which the Department of Agriculture, Conservation and Forestry holds an ownership interest and that is:

A. No longer used for rail service; and

B. Managed by the Department of Agriculture, Conservation and Forestry for use as a recreational trail.

§6210. DATA SHARING

If the board transfers in writing to any local or federal agency any written information acquired by the board under this chapter concerning any land, the board shall, upon transfer, notify the landowner of the transfer by certified mail.

§6211. LAND FOR MAINE'S FUTURE BOARD-SPONSORED CREDIT CARD

1. Land for Maine's Future Board-sponsored credit card. The Land for Maine's Future Board may enter into an agreement with a financial institution, as defined in Title 9-B, section 131, subsection 17, a credit union, as defined in Title 9-B, section 131, subsection 12, or other credit card issuer to issue a credit card for the benefit of the Land for Maine's Future Board.

2. Agreement. If the Land for Maine's Future Board enters into an agreement with a financial institution, credit union or other credit card issuer in accordance with subsection 1, the Land for Maine's Future Board shall negotiate the most favorable agreement for the Land for Maine's Future Board, considering such factors as:

A. The rate for the Land for Maine's Future Board's fee by a credit card issuer;

B. The ability of the financial institution or other credit card issuer to market the card successfully; and

C. Customer service offered by the financial institution or other credit card issuer.

3. Distribution of proceeds. Funds received by the Land for Maine's Future Board under the agreement with the financial institution, credit union or other credit card issuer must be deposited in a separate, interest-bearing account within the Land for Maine's Future Fund. The account must be held separate and apart from all other money, funds and accounts. Eligible investment earnings credited to the assets of the account become part of the assets of the account. Any balance remaining in the account at the end of any fiscal year must be carried forward to the next fiscal year. Notwithstanding section 6203, subsection 3, the board may expend funds deposited in the account pursuant to this section to cover administrative costs and for staff support and consulting services, as determined necessary by the board to carry out its duties under this chapter.

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Conservation Easement Registry

Maine Revised Statutes

Title 33: PROPERTY

Chapter 7: CONVEYANCE OF REAL ESTATE

§479-C. CONSERVATION EASEMENT REGISTRY

A holder of a conservation easement that is organized or doing business in the State shall annually report to the Department of Agriculture, Conservation and Forestry the book and page number at the registry of deeds for each conservation easement that it holds, the municipality and approximate number of acres protected under each easement and such other information as the Department of Agriculture, Conservation and Forestry determines necessary to fulfill the purposes of this subchapter. The filing must be made by a date and on forms established by the Department of Agriculture, Conservation and Forestry to avoid duplicative filings when possible and otherwise reduce administrative burdens. The annual filing must be accompanied by a \$30 fee. The Department of Agriculture, Conservation and Forestry shall maintain a permanent record of the registration and report to the Attorney General any failure of a holder disclosed by the filing or otherwise known to the Department of Agriculture, Conservation and Forestry. The fees established under this section must be held by the Department of Agriculture, Conservation and Forestry in a nonlapsing, special account to defray the costs of maintaining the registry and carrying out its duties under this section.

Appendix B: Bonds

The 1987 Bond

113th Maine Legislature

CHAPTER 73

H.P. 764 - L.D. 1027

AN ACT to Authorize a General Fund Bond Issue in the Amount of \$35,000,000 to Finance the Acquisition of Land for Conservation, Outdoor Recreation and Wildlife.

Preamble. Two thirds of both Houses of the Legislature deeming it necessary in accordance with the Constitution of Maine, Article IX, Section 14, to authorize the issuance of bonds on behalf of the State of Maine to provide funds for the acquisition of land for conservation outdoor recreation and wildlife.

Be it enacted by the People of the State of Maine as follows:

Sec. 1. Authorization of bonds to provide for conservation, outdoor recreation and wildlife. The Treasurer of State is authorized under the direction of the Governor. to issue from time to time registered bonds in the name and behalf of the State to an amount not exceeding \$35,000,000 for the purpose of raising funds to acquire lands for conservation. outdoor recreation and wildlife as authorized by section 6. No more than \$5,000,000 may be issued in the first year and no more than \$10,000,000 per year may be issued in the 2nd, 3rd and 4th years, except that any unused balance from prior years may be added to the specified amounts in ensuing years. The bonds shall be deemed a pledge of the full faith and credit of the State. The bonds shall not run for a longer period than 15 years from the date of the original issue of the bonds. Any issuance of bonds may contain a call feature at the discretion of the Treasurer of State with the approval of the Governor.

Sec. 2. Records of bonds issued to be kept by the State Auditor and Treasurer of State. The State Auditor shall keep an account of the bonds showing the number and amount of each. the date when payable and the date of delivery of the bonds to the Treasurer of State who shall keep an account of each bond showing the number of the bond, the name of the successful bidder to whom sold, the amount received for the same, the date of sale and the date when payable.

Sec. 3. Sale; how negotiated; proceeds appropriated. The Treasurer of State may negotiate the sale of the bonds by direction of the Governor, but no such bond may be loaned, pledged or hypothecated in behalf of the State. The proceeds of the sale of the bonds, which shall be held by the Treasurer of State and paid by him upon warrants drawn by the State Controller, are appropriated to be used solely for the purposes set forth In this Act. Any unencumbered balances remaining at the completion of the project in section 6 shall lapse to the debt service account established for the retirement of these bonds.

Sec. 4. Interest and debt retirement. Interest due or accruing upon any bonds issued under this Act and all sums coming due for payment of bonds at maturity shall be paid by the Treasurer of State.

Sec. 5. Disbursement of bond proceeds. The proceeds of the bonds set out in section 6 shall be expended under the direction and supervision of the Director of the State Planning Office until the creation of a Recreation and Natural Heritage Board for acquisition of lands for conservation, outdoor recreation and wildlife.

Sec. 6. Allocations from General Fund bond issue; conservation, outdoor recreation and wildlife. The proceeds of the sale of bonds shall be expended as follows.

Executive Department

State Planning Office
Recreation and Natural Heritage Board

All Other \$35,000,000

Acquisitions will be targeted to sites
with outstanding recreational, scenic,
natural or wildlife values.

Sec. 7. Contingent upon ratification of bond issue. Sections 1 to 6 shall not become effective unless and until the people of the State have ratified the issuance of bonds as set forth in this Act.

Sec. 8. Appropriation balances at year end. At the end of each fiscal year, all unencumbered appropriation balances representing state money shall carry forward from year to year. Bond proceeds which have not been expended within 10 years after the date of the sale of the bonds shall lapse to General Fund debt service.

Sec. 9. Bonds authorized but not issued. Any bonds authorized but not issued, or for which bond anticipation notes have not been issued within 5 years of ratification of this Act, shall be deauthorized and may not be issued, provided that the Legislature may, within 2 years after the expiration of that 5-year period, extend the period for issuing any remaining unissued bonds or bond anticipation notes for an additional amount of time not to exceed 5 years.

Sec. 10. Statutory referendum procedure; submission at statewide election; form of question; effective date. This Act shall be submitted to the legal voters of the State of Maine at a statewide election to be held on the Tuesday following the first Monday of November following passage of this Act. The city aldermen, town selectmen and plantation assessors of this State shall notify the inhabitants of their respective cities, towns and plantations to meet, in the manner prescribed by law for holding a statewide election, to vote on the acceptance or rejection of this Act by voting on the following question:

“Shall a bond issue for the purchase of public land access for Maine's people in the amount of \$35,000,000, to be issued over a period of 4 years be approved?”

The legal voters of each city, town and plantation shall vote by ballot on this question and shall designate their choice by a cross or' check mark placed within a Corresponding square below the word "Yes" or "No" The ballots shall be received, sorted, counted and declared in open ward, town and plantation meetings and returns made to the Secretary of State in the same manner as voters for members of the Legislature. The Governor shall review the returns and, if it appears that a majority of the legal voters are in favor of the Act, the Governor shall proclaim that fact without delay, and the Act shall become effective 30 days after the date of the proclamation.

The Secretary of State shall prepare and furnish to each city, town and plantation all ballots, returns and copies of this Act necessary to carry out the purpose of this referendum.

Effective pending referendum.

119th Maine Legislature

CHAPTER 514

H.P. 1607 - L.D. 2253

An Act to Authorize a General Fund Bond Issue in the Amount of \$50,000,000 to Finance the Acquisition of Lands and Interests in Lands for Conservation, Water Access, Outdoor Recreation, Wildlife and Fish Habitat and Farmland Preservation and to Access \$25,000,000 in Matching Contributions from Public and Private Sources

Mandate preamble. This measure requires one or more local units of government to expand or modify activities so as to necessitate additional expenditures from local revenues but does not provide funding for at least 90% of those expenditures. Pursuant to the Constitution of Maine, Article IX, Section 21, two thirds of all of the members elected to each House have determined it necessary to enact this measure.

Preamble. Two thirds of both Houses of the Legislature deeming it necessary in accordance with the Constitution of Maine, Article IX, Section 14, to authorize the issuance of bonds on behalf of the State of Maine to provide funds for the acquisition of lands and interests in lands for conservation, water access, outdoor recreation, wildlife and fish habitat and farmland preservation and to access matching contributions from public and private sources.

Be it enacted by the People of the State of Maine as follows:

PART A

Sec. A-1. Authorization of bonds to provide for conservation, water access, outdoor recreation, wildlife and fish habitat and farmland preservation. The Treasurer of State is authorized, under the direction of the Governor, to issue bonds in the name and on behalf of the State in an amount not exceeding \$50,000,000 to raise funds for the acquisition of lands and interests in lands for conservation, water access, outdoor recreation, wildlife and fish habitat and farmland preservation and to access matching contributions from public and private sources, as authorized in section 7 of this Part. No more than \$10,000,000 may be issued in the first year and no more than \$10,000,000 may be issued in each of the 4 subsequent years, except that any unused balance may be added to the specified amount in subsequent years. The bonds are a pledge of the full faith and credit of the State. The bonds may not run for a period longer than 20 years from the date of the original issue of the bonds. At the discretion of the Treasurer of State, with the approval of the Governor, any issuance of bonds may contain a call feature.

Sec. A-2. Records of bonds issued to be kept by the Treasurer of State. The Treasurer of State shall keep an account of each bond showing the number of the bond, the name of the successful bidder to whom sold, the amount received for the bond, the date of sale and the date when payable.

Sec. A-3. Sale; how negotiated; proceeds appropriated. The Treasurer of State may negotiate the sale of the bonds by direction of the Governor, but no bond may be loaned, pledged or hypothecated on behalf of the State. The proceeds of the sale of the bonds, which must be held by the Treasurer of State and paid by the Treasurer of State upon warrants drawn by the State Controller, are appropriated solely for the purposes set forth in this Part. Any unencumbered balances remaining at the completion of the project in section 7 of this Part lapse to the debt service account established for the retirement of these bonds.

Sec. A-4. Taxable bond option. The Treasurer of State, at the direction of the Governor, shall covenant and consent that the interest on the bonds is includable under the United States Internal Revenue Code in the gross income of the holders of the bonds to the same extent and in the same manner that the interest on bills, bonds, notes or other obligations of the United States is includable in the gross income of the holders under the United States Internal Revenue Code or any subsequent law. The powers conferred by this section are not subject to any limitations or restrictions of any law that may limit the power to so covenant and consent.

Sec. A-5. Interest and debt retirement. The Treasurer of State shall pay interest due or accruing on any bonds issued under this Part and all sums coming due for payment of bonds at maturity.

Sec. A-6. Disbursement of bond proceeds. The proceeds of the bonds must be expended for acquisition of lands and interests in lands for conservation, water access, outdoor recreation, wildlife and fish habitat and farmland preservation in accordance with the provisions for such acquisitions under the Maine Revised Statutes, Title 5, chapter 353, except that use of the proceeds of these bonds is subject to the following conditions and requirements.

1. Hunting, fishing, trapping and public access may not be prohibited on land acquired with bond proceeds, except to the extent of applicable state, local or federal laws and regulations.

2. Payment from bond proceeds for acquisitions of local or regional significance, as determined by the Land for Maine's Future Board, may be made directly to cooperating entities as defined in Title 5, section 6201, subsection 2, for acquisition of lands and interests in lands by cooperating entities, subject to terms and conditions enforceable by the State to ensure their use for the purposes of this Part.

3. The bond funds must be matched with at least \$25,000,000 in public and private contributions. Seventy percent of that amount must be in the form of land, cash or other tangible assets. The remaining 30% may be matching contributions and include the value of project-related, in-kind contributions of goods and services to and by cooperating entities and the value of real property interests acquired by or contributed to cooperating entities when property interests have a relationship to the property proposed for protection, as determined by the Land for Maine's Future Board.

4. Ten percent of the bond proceeds must be made available to acquire public access to water, in accordance with the provisions of Title 5, section 6203-A.

5. Up to 10% of the bond proceeds must be made available to protect farmland in accordance with the Maine Revised Statutes, Title 5, section 6207.

6. To the extent the purposes are consistent with the disbursement provisions in this Part, 100% of the bond proceeds may be considered as state match for any federal funding to be made available to the State.

Sec. A-7. Allocations from General Fund bond issue; acquisition of lands; interests in lands for conservation; water access; outdoor recreation; wildlife and fish habitat; farmland preservation. The proceeds of the sale of bonds must be expended as designated in the following schedule.

EXECUTIVE DEPARTMENT

State Planning Office

Land for Maine's Future Board
All Other \$50,000,000

Provides for the use of bond proceeds to be used for the acquisition of lands and interests in lands for conservation, water access, outdoor recreation, wildlife and fish habitat and farmland preservation.

Sec. A-8. Contingent upon ratification of bond issue. Sections 1 to 7 of this Part do not become effective unless the people of the State have ratified the issuance of bonds as set forth in this Part.

Sec. A-9. Appropriation balances at year end. At the end of each fiscal year, all unencumbered appropriation balances representing state money carry forward. Bond proceeds that have not been expended within 25 years after the date of the sale of the bonds lapse to General Fund debt service.

Sec. A-10. Bonds authorized but not issued. Any bonds authorized but not issued, or for which bond anticipation notes are not issued within 10 years of ratification of this Part, are deauthorized and may not be issued; except that the Legislature may, within 2 years after the expiration of that 10-year period, extend the period for issuing any remaining unissued bonds or bond anticipation notes for an additional amount of time not to exceed 5 years.

Sec. A-11. Referendum for ratification; submission at statewide election; form of question; effective date. This Part must be submitted to the legal voters of the State of Maine at a statewide election held on the Tuesday following the first Monday of November following passage of this Act. The municipal officers of this State shall notify the inhabitants of their respective cities, towns and plantations to meet, in the manner prescribed by law for holding a statewide election, to vote on the acceptance or rejection of this Part by voting on the following question:

"Do you favor a \$50,000,000 bond issue to purchase public lands and easements statewide from willing sellers for conservation, water access, outdoor recreation, including hunting and fishing, wildlife and fish habitat and farmland preservation, to be matched by \$25,000,000 in private and public contributions?"

The legal voters of each city, town and plantation shall vote by ballot on this question and designate their choice by a cross or check mark placed within a corresponding square below the word "Yes" or "No." The ballots must be received, sorted, counted and declared in open ward, town and plantation meetings and returns made to the Secretary of State in the same manner as

votes for members of the Legislature. The Governor shall review the returns and, if a majority of the legal votes are cast in favor of the Part, the Governor shall proclaim the result without delay, and this Part becomes effective 30 days after the date of the proclamation.

The Secretary of State shall prepare and furnish to each city, town and plantation all ballots, returns and copies of this Act necessary to carry out the purpose of this referendum.

PART B

Sec. B-1. 5 MRSA §6208-A is enacted to read:

§6208-A. Unorganized territory; county approval

1. Approval. Approval by the county commissioners is required if land proposed to be acquired under a bond issue within the unorganized territory in a county constitutes more than 1% of the state valuation within the county.

2. Transactions. Any acquisition of land within an unorganized territory by eminent domain funded by the board, when the land exceeds either 50 acres or \$100,000 in assessed value, must be approved by the county in which the land is located. That approval may be obtained either from the county commissioners or, if they do not approve, by referendum of the legal voters within the county.

122nd Maine Legislature

CHAPTER 462

S.P. 338 - L.D. 998

**An Act To Authorize Bond Issues for Ratification by the
Voters at the November 2005 Election**

Preamble. Two thirds of both Houses of the Legislature deeming it necessary in accordance with the Constitution of Maine, Article IX, Section 14 to authorize the issuance of bonds on behalf of the State of Maine to provide funds as described in this Act,

Be it enacted by the People of the State of Maine as follows:

PART B

Sec. B-1. Authorization of bonds. The Treasurer of State is authorized, under the direction of the Governor, to issue bonds in the name and on behalf of the State in an amount not exceeding \$12,000,000 for the purposes described in section 5 of this Part and to access \$7,000,000 in matching contributions from public and private sources. The bonds are a pledge of the full faith and credit of the State. The bonds may not run for a period longer than 10 years from the date of the original issue of the bonds. At the discretion of the Treasurer of State, with the approval of the Governor, any issuance of bonds may contain a call feature.

Sec. B-2. Records of bonds issued kept by Treasurer of State. The Treasurer of State shall keep an account of each bond showing the number of the bond, the name of the successful bidder to whom sold, the amount received for the bond, the date of sale and the date when payable.

Sec. B-3. Sale; how negotiated; purposes appropriated. The Treasurer of State may negotiate the sale of the bonds by direction of the Governor, but no bond may be loaned, pledged or hypothecated on behalf of the State. The proceeds of the sale of the bonds, which must be held by the Treasurer of State and paid by the Treasurer of State upon warrants drawn by the State Controller, are appropriated solely for the purposes set forth in this Part. Any unencumbered balances remaining

at the completion of the projects in this Part lapse to the debt service account established for the retirement of these bonds.

Sec. B-4. Interest and debt retirement. The Treasurer of State shall pay interest due or accruing on any bonds issued under this Part and all sums coming due for payment of bonds at maturity.

Sec. B-5. Disbursement of bond proceeds; purposes. The proceeds of the bonds must be expended as set out in this Part under the direction and supervision of the Land for Maine's Future Board. The proceeds of the bonds must be expended for acquisition of land and interest in land for conservation, water access, outdoor recreation, wildlife and fish habitat, farmland preservation in accordance with the provisions for such acquisitions under the Maine Revised Statutes, Title 5, chapter 353 and working waterfront preservation in accordance with the terms of this Part, including all costs associated with such acquisitions, except that use of the proceeds of these bonds is subject to the following conditions and requirements.

1. Hunting, fishing, trapping and public access may not be prohibited on land acquired with bond proceeds, except to the extent of applicable state, local or federal laws and regulations and except for working waterfront projects.

2. Payment from bond proceeds for acquisitions of local or regional significance, as determined by the Land for Maine's Future Board, may be made directly to cooperating entities as defined in Title 5, section 6201, subsection 2 for acquisition of land and interest in land by cooperating entities, subject to terms and conditions enforceable by the State to ensure their use for the purposes of this Part. In addition to the considerations required under Title 5, chapter 353, the board shall give a preference to acquisitions under this subsection that achieve benefits for multiple towns and that address regional conservation needs including public recreational access, wildlife, open space or farmland.

3. The bond funds expended for conservation, recreation, farmland and water access must be matched with at least \$5,000,000 in public and private contributions. Seventy percent of that amount must be in the form of cash or other tangible assets, including the value of land and real property interest acquired by or contributed to cooperating entities when property interests have a direct relationship to the property proposed for protection, as determined by the Land for Maine's Future Board. The remaining 30% may be matching contributions and may include the value of project-related, in-kind contributions of goods and services to and by cooperating entities.

4. One million dollars of the bond proceeds allocated to the Land for Maine's Future Board must be made available to acquire public access to water in accordance with the provisions of Title 5, section 6203-A.

5. One million dollars of the bond proceeds allocated to the Land for Maine's Future Board must be made available to protect farmland in accordance with Title 5, section 6207.

6. Two million dollars of the bond proceeds allocated to the Land for Maine's Future Board must be made available to protect working waterfront properties in accordance with section 6 of this Part.

7. To the extent the purposes are consistent with the disbursement provisions in this Part, 100% of the bond proceeds may be considered as state match for any federal funding to be made available to the State.

Sec. B-6. Maine working waterfront protection pilot program.

1. Definitions. As used in this section, unless the context otherwise indicates, the following terms have the following meanings.

A. "Board" means the Land for Maine's Future Board.

B. "Commercial fisheries business" means any enterprise directly or indirectly concerned with the commercial harvest of wild or aquacultured fish or shellfish. Commercial fisheries businesses include without limitation commercial fishermen, aquaculturists, individuals and businesses providing direct services to commercial fishermen and aquaculturists, fishermen's cooperatives and municipal and private piers and wharves operated to provide waterfront access to commercial fishermen and aquaculturists.

C. "Commissioner" means the Commissioner of Marine Resources.

D. "Department" means the Department of Marine Resources.

E. "Pilot program" means the Maine Working Waterfront Access Pilot Program.

2. Pilot program established; administration. The Maine Working Waterfront Access Pilot Program is established to provide protection to strategically significant working waterfront properties whose continued availability to commercial fisheries businesses is essential to the long-term future of this economic sector. The department shall administer the pilot program either directly or by contract with a suitable organization.

3. Review panel. The department shall organize a review panel to advise the commissioner in the operation of the pilot program, including without limitation evaluating and recommending to the department applicants for participation in the pilot program.

4. Selection criteria. The department shall develop selection criteria with which to evaluate applications for investment in protected working waterfront properties. The selection criteria must include, without limitation:

- A. The economic significance of the property to the commercial fisheries industry in the immediate vicinity and in the State as a whole;
- B. The availability of alternative working waterfront properties in the same vicinity;
- C. The degree of community support for the proposed investment;
- D. The level of threat of conversion to uses incompatible with commercial fisheries businesses; and
- E. The utility of the proposed protected property for commercial fisheries business uses in terms of its natural characteristics and developed infrastructure.

5. Interests acquired; permanence. The board may acquire real estate interests in accordance with this section directly from willing property owners and may make acquisition grants to local governments, to organizations qualified to hold conservation easements under the Maine Revised Statutes, Title 33, chapter 7, subchapter 8-A and to organizations determined by the board to be capable of holding other less-than-fee interests that are designed to protect access to working waterfront properties. Grants made pursuant to this section are for the purpose of acquiring real property in both fee and less-than-fee simple interest, including, but not limited to, conservation easements, access easements and other permanent interests in land. The board shall include as a condition of any acquisition and grant made under this section the requirement that the protected property may not be used, altered or developed in a manner that precludes its use by commercial fisheries businesses. As an additional condition, the board must retain a permanent right of first refusal on any property acquired in fee or protected by conservation easement or other less-than-fee interests. Exercise of the right of first refusal must be at a price determined by an independent professional appraiser based on the value of the property to a commercial fisheries business at the time of exercise of the right. The board may assign this right to a commercial fisheries business or to a local government if, in the board's judgment, such an assignment is consistent with the purposes of this section. To the extent permissible by law, if the board determines that the public purposes of a grant made under this section are no longer served, the board in its sole discretion may terminate a grant agreement made under this section conditional on repayment of the original grant amount or an amount equal to that proportion of the then-current value of the protected real estate that represents that the ratio of the original grant

amount to the original fee interest value at the time of the grant. Any funds recovered under this subsection may be expended only for the purposes of this section.

6. Matching funds. For each grant made under this section, the board shall require that the grant recipient provide matching funds at least equal to the amount of the grant.

7. Interdepartmental coordination. The commissioner may request technical assistance from the Executive Department, State Planning Office and the Department of Transportation in the development and implementation of the pilot program.

8. Rulemaking. The commissioner may adopt rules necessary for the implementation and administration of the pilot program. Rules adopted under this subsection are routine technical rules under the Maine Revised Statutes, Title 5, chapter 375, subchapter 2-A.

Sec. B-7. Allocations from General Fund bond issue. The proceeds of the sale of the bonds authorized under this Part must be expended as designated in the following schedule.

EXECUTIVE DEPARTMENT

State Planning Office

Land for Maine's Future Board

Provides for the use of bond proceeds to	\$12,000,000
be used for the acquisition of land and	
interest in land for conservation,	
water access, outdoor recreation,	
wildlife and fish habitat,	
farmland preservation and working	
waterfront preservation.	

Sec. B-8. Contingent upon ratification of bond issue. Sections 1 to 7 do not become effective unless the people of the State ratify the issuance of the bonds as set forth in this Part.

Sec. B-9. Appropriation balances at year-end. At the end of each fiscal year, all unencumbered appropriation balances representing state money carry forward.

Bond proceeds that have not been expended within 10 years after the date of the sale of the bonds lapse to General Fund debt service.

Sec. B-10. Bonds authorized but not issued. Any bonds authorized but not issued, or for which bond anticipation notes are not issued within 5 years of ratification of this Part, are deauthorized and may not be issued, except that the Legislature may, within 2 years after the expiration of that 5-year period, extend the period for issuing any remaining unissued bonds or bond anticipation notes for an additional amount of time not to exceed 5 years.

Sec. B-11. Referendum for ratification; submission at statewide election; form of question; effective date. This Part must be submitted to the legal voters of the State at a statewide election held on the Tuesday following the first Monday of November following passage of this Act. The municipal officers of this State shall notify the inhabitants of their respective cities, towns and plantations to meet, in the manner prescribed by law for holding a statewide election, to vote on the acceptance or rejection of this Part by voting on the following question:

"Do you favor a \$12,000,000 bond issue to purchase land and conservation easements statewide from willing sellers for conservation, water access, wildlife and fish habitat, outdoor recreation, including hunting and fishing, farmland preservation and working waterfront preservation to be matched by at least \$7,000,000 in private and public contributions?"

The legal voters of each city, town and plantation shall vote by ballot on this question and designate their choice by a cross or check mark placed within a corresponding square below the word "Yes" or "No." The ballots must be received, sorted, counted and declared in open ward, town and plantation meetings and returns made to the Secretary of State in the same manner as votes for members of the Legislature. The Governor shall review the returns and, if a majority of the legal votes are cast in favor of this Part, the Governor shall proclaim the result without delay, and this Part becomes effective 30 days after the date of the proclamation.

The Secretary of State shall prepare and furnish to each city, town and plantation all ballots, returns and copies of this Part necessary to carry out the purposes of this referendum.

PART C

Sec. C-1. 12 MRSA §1852, sub-§5, ¶C, as enacted by PL 1997, c. 678, §13, is amended to read:

C. With respect to persons with residential leasehold interests in public reserved lands on October 1, 1975 or on lands exchanged for public reserved lands or on lands acquired with Land for Maine's Future Board funds with respect to residential and camp owner leases in existence on or before November 30, 2005, shall enter into new leasehold agreements with those persons and thereafter renew those leases from time to time on reasonable terms and conditions as long as the lessee complies with the terms and conditions of the leases and with all applicable laws and rules of the State.

Sec. C-2. Application; contingent on bond issue. This Part takes effect only if the bond issue in Part B is approved by the voters of this State.

123rd Maine Legislature

Chapter 39

S.P. 640 – L.D. 1796

An Act To Authorize Bond Issues for Ratification by the Voters for the June and November 2007 Elections and the June 2008 Election and To Transfer Certain Funds

Preamble. Two thirds of both Houses of the Legislature deeming it necessary in accordance with the Constitution of Maine, Article IX, Section 14 to authorize the issuance of bonds on behalf of the State of Maine to provide funds as described in this Act,

Emergency preamble. Whereas, acts and resolves of the Legislature do not become effective until 90 days after adjournment unless enacted as emergencies; and

Whereas, this legislation requires the transfer of funds to be used for expenses associated with the special election in June; and

Whereas, in the judgment of the Legislature, these facts create an emergency within the meaning of the Constitution of Maine and require the following legislation as immediately necessary for the preservation of the public peace, health and safety; now, therefore,

Be it enacted by the People of the State of Maine as follows:

PART E

Sec. E-1. Authorization of bonds. The Treasurer of State is authorized, under the direction of the Governor, to issue bonds in the name and on behalf of the State in an amount not exceeding \$35,500,000 for the purposes described in section 5 of this Part and to access at least \$21,875,000 in matching contributions from public and private sources. The bonds are a pledge of the full faith and credit of the State. The bonds may not run for a period longer than 10 years from the date of the original issue of the bonds. At the discretion of the Treasurer of State, with the approval of the Governor, any issuance of bonds may contain a call feature.

Sec. E-2. Records of bonds issued kept by Treasurer of State. The Treasurer of State shall keep an account of each bond showing the number of the bond, the name of the successful bidder to whom sold, the amount received for the bond, the date of sale and the date when payable.

Sec. E-3. Sale; how negotiated; proceeds appropriated. The Treasurer of State may negotiate the sale of the bonds by direction of the Governor, but no bond may be loaned, pledged or hypothecated on behalf of the State. The proceeds of the sale of the bonds, which must be held by the Treasurer of State and paid by the Treasurer of State upon warrants drawn by the State Controller, are appropriated solely for the purposes set forth in this Part. Any unencumbered balances remaining at the completion of the project in this Part lapse to the debt service account established for the retirement of these bonds.

Sec. E-4. Interest and debt retirement. The Treasurer of State shall pay interest due or accruing on any bonds issued under this Part and all sums coming due for payment of bonds at maturity.

Sec. E-5. Disbursement of bond proceeds. The proceeds of the bonds must be expended as set out in this Part under the direction and supervision of the Executive Department, Land for Maine's Future Board, the Department of Agriculture, Food and Rural Resources, the Department of Conservation and the Department of Economic and Community Development. The proceeds of the bonds to be administered by the Land for Maine's Future Board must be expended for acquisition of land and interest in land for conservation, water access, outdoor recreation, wildlife and fish habitat, farmland preservation in accordance with the provisions for such acquisitions under the Maine Revised Statutes, Title 5, chapter 353 and working waterfront preservation in accordance with the terms of this Part, including all costs associated with such acquisitions, except that use of the proceeds of these bonds is subject to the following conditions and requirements.

1. Hunting, fishing, trapping and public access may not be prohibited on land acquired with bond proceeds, except to the extent of applicable state, local or federal laws and regulations and except for working waterfront projects and farmland protection projects.

2. Payment from bond proceeds for acquisitions of local or regional significance, as determined by the Land for Maine's Future Board, may be made directly to cooperating entities as defined in Title 5, section 6201, subsection 2 for acquisition of land and interest in land by cooperating entities, subject to terms and conditions enforceable by the State to ensure its use for the purposes of this Part. In addition to the considerations required under Title 5, chapter 353, the board shall give a preference to acquisitions under this subsection that achieve benefits for multiple towns and that address regional conservation needs including public recreational access, wildlife, open space and farmland.

3. The bond funds expended for conservation, recreation, farmland and water access must be matched with at least \$8,500,000 in public and private contributions. Seventy percent of that amount must be in the form of cash or other tangible assets, including the value of land and real property interest acquired by or contributed to cooperating entities when property interests have a direct relationship to the property proposed for protection, as determined by the Land for Maine's Future Board. The remaining 30% may be matching contributions and may include the value of project-related, in-kind contributions of goods and services to and by cooperating entities as defined in Title 5, section 6201, subsection 2.

4. Of the bond proceeds allocated to the Land for Maine's Future Board, \$1,700,000 must be made available to acquire public access to water in accordance with Title 5, section 6203-A.

5. Of the bond proceeds allocated to the Land for Maine's Future Board, \$1,700,000 must be made available to protect farmland in accordance with Title 5, section 6207.

6. Of the bond proceeds allocated to the Land for Maine's Future Board, \$3,000,000 must be made available to protect working waterfront properties in accordance with Public Law 2005, chapter 462, Part B, section 6.

7. To the extent the purposes are consistent with the disbursement provisions in this Part,

100% of the bond proceeds may be considered as state match for any federal funding to be made available to the State.

Sec. E-6. Allocations from General Fund bond issue. The proceeds of the sale of the bonds authorized under this Part must be expended as designated in the following schedule.

Sec. E-7. Contingent upon ratification of bond issue. Sections 1 to 6 do not become effective unless the people of the State ratify the issuance of the bonds as set forth in this Part.

Sec. E-8. Appropriation balances at year-end. At the end of each fiscal year, all unencumbered appropriation balances representing state money carry forward. Bond proceeds that have not been expended within 10 years after the date of the sale of the bonds lapse to General Fund debt service.

Sec. E-9. Bonds authorized but not issued. Any bonds authorized but not issued, or for which bond anticipation notes are not issued within 5 years of ratification of this Part, are deauthorized and may not be issued, except that the Legislature may, within 2 years after the expiration of that 5-year period, extend the period for issuing any remaining unissued bonds or bond anticipation notes for an additional amount of time not to exceed 5 years.

Sec. E-10. Referendum for ratification; submission at election; form of question; effective date. This Part must be submitted to the legal voters of the State at a statewide election held in the month of November following the passage of this Act. The municipal officers of this State shall notify the inhabitants of their respective cities, towns and plantations to meet, in the manner prescribed by law for holding a statewide election, to vote on the acceptance or rejection of this Part by voting on the following question:

The legal voters of each city, town and plantation shall vote by ballot on this question and designate their choice by a cross or check mark placed within a corresponding square below the word "Yes" or "No." The ballots must be received, sorted, counted and declared in open ward, town and plantation meetings and returns made to the Secretary of State in the same manner as votes for members of the Legislature. The Governor shall review the returns. If a majority of the legal votes are cast in favor of this Part, the Governor shall proclaim the result without delay and this Part becomes effective 30 days after the date of the proclamation.

The Secretary of State shall prepare and furnish to each city, town and plantation all ballots, returns and copies of this Part necessary to carry out the purposes of this referendum.

Effective April 10, 2007, unless otherwise indicated.

124th Maine Legislature

Chapter 645

H.P. 1167 – L.D. 1639

An Act To Authorize Bond Issues for Ratification by the Voters for the June 2010 Election and November 2010 Election

Preamble. Two thirds of both Houses of the Legislature deeming it necessary in accordance with the Constitution of Maine, Article IX, Section 14 to authorize the issuance of bonds on behalf of the State of Maine to provide funds as described in this Act,

Emergency preamble. Whereas, acts and resolves of the Legislature do not become effective until 90 days after adjournment unless enacted as emergencies; and

Whereas, this legislation directs the transfer of funds prior to June 30, 2010; and

Whereas, in the judgment of the Legislature, these facts create an emergency within the meaning of the Constitution of Maine and require the following legislation as immediately necessary for the preservation of the public peace, health and safety; now, therefore,

Be it enacted by the People of the State of Maine as follows:

PART J

Sec. J-1. PL 2009, c. 414, Pt. E, §1 is amended to read:

Sec. E-1. Authorization of bonds. The Treasurer of State is authorized, under the direction of the Governor, to issue bonds in the name and on behalf of the State in an amount not exceeding ~~\$10,000,000~~\$9,750,000 for the purposes described in section 6 of this Part. The bonds are a pledge of the full faith and credit of the State. The bonds may not run for a period longer than 10 years from the date of the original issue of the bonds. At the discretion of the Treasurer of State, with the approval of the Governor, any issuance of bonds may contain a call feature.

Sec. J-2. PL 2009, c. 414, Pt. E, §5, sub-§5 is amended to read:

5. Of the bond proceeds allocated to the Land for Maine's Future Board, ~~\$2,000,000~~\$1,750,000 must be made available to protect working waterfront properties in accordance with Public Law 2005, chapter 462, Part B, section 6.

Sec. J-3. PL 2009, c. 414, Pt. E, §6 is amended to read:

Sec. E-6. Allocations from General Fund bond issue. The proceeds of the sale of the bonds authorized under this Part must be expended as designated in the following schedule.

EXECUTIVE DEPARTMENT

State Planning Office

Land for Maine's Future Board

Provides funds in order to leverage \$6,500,000 in other funds to be used for the acquisition of land and interest in land for conservation; water access, wildlife and fish habitat; outdoor recreation, including hunting and fishing; and farmland preservation. \$6,500,000

Provides funds to be used for working farmland preservation in order to leverage \$1,000,000 in other funds. \$1,000,000

Provides funds to be used for working waterfront preservation in order to leverage ~~\$2,000,000~~ \$1,750,000 in other funds. ~~\$2,000,000~~ \$1,750,000

DEPARTMENT OF CONSERVATION

Bureau of Parks and Lands

Provides funds to preserve state parks and properties managed by the Department of Conservation. \$500,000

Sec. J-4. PL 2009, c. 414, Pt. E, §10 is amended to read:

Sec. E-10. Referendum for ratification; submission at election; form of question; effective date. This Part must be submitted to the legal voters of the State at a statewide election held in November 2010 following passage of this Act. The municipal officers of this State shall notify the inhabitants of their respective cities, towns and plantations to meet, in the manner prescribed by law for holding a statewide election, to vote on the acceptance or rejection of this Part by voting on the following question:

"Do you favor a ~~\$10,000,000~~ \$9,750,000 bond issue to invest in land conservation and working waterfront preservation and to preserve state parks to be matched by ~~\$9,500,000~~ \$9,250,000 in federal and other funds?"

The legal voters of each city, town and plantation shall vote by ballot on this question and designate their choice by a cross or check mark placed within a corresponding square below the

word "Yes" or "No." The ballots must be received, sorted, counted and declared in open ward, town and plantation meetings and returns made to the Secretary of State in the same manner as votes for members of the Legislature. The Governor shall review the returns. If a majority of the legal votes are cast in favor of this Part, the Governor shall proclaim the result without delay and this Part becomes effective 30 days after the date of the proclamation.

The Secretary of State shall prepare and furnish to each city, town and plantation all ballots, returns and copies of this Part necessary to carry out the purposes of this referendum.

Emergency clause. In view of the emergency cited in the preamble, this legislation takes effect when approved.

Effective July 12, 2010

125th Maine Legislature

Chapter 696

S.P. 255 – L.D. 852

An Act To Authorize a General Fund Bond Issue To Support Maine's Natural Resource-based Economy

Preamble. Two thirds of both Houses of the Legislature deeming it necessary in accordance with the Constitution of Maine, Article IX, Section 14 to authorize the issuance of bonds on behalf of the State of Maine to provide funds as described in this Act,

Be it enacted by the People of the State of Maine as follows:

Sec. 1. Authorization of bonds. The Treasurer of State is authorized, under the direction of the Governor, to issue bonds in the name and on behalf of the State in an amount not exceeding \$5,000,000 for the purposes described in section 5 of this Act. The bonds are a pledge of the full faith and credit of the State. The bonds may not run for a period longer than 10 years from the date of the original issue of the bonds.

Sec. 2. Records of bonds issued; Treasurer of State. The Treasurer of State shall ensure that an account of each bond is kept showing the number of the bond, the name of the successful bidder to whom sold, the amount received for the bond, the date of sale and the date when payable.

Sec. 3. Sale; how negotiated; proceeds appropriated. The Treasurer of State may negotiate the sale of the bonds by direction of the Governor, but no bond may be loaned, pledged or hypothecated on behalf of the State. The proceeds of the sale of the bonds, which must be held by the Treasurer of State and paid by the Treasurer of State upon warrants drawn by the State Controller, are appropriated solely for the purposes set forth in this Act. Any unencumbered balances remaining at the completion of the project in this Act lapse to the Office of the Treasurer of State to be used for the retirement of general obligation bonds.

Sec. 4. Interest and debt retirement. The Treasurer of State shall pay interest due or accruing on any bonds issued under this Act and all sums coming due for payment of bonds at maturity.

Sec. 5. Disbursement of bond proceeds. The proceeds of the bonds must be expended as set out in this Act under the direction and supervision of the Department of Conservation.

1. The proceeds of the bonds for the Land for Maine's Future Board as set out in section 6 must be expended by the Department of Conservation for acquisition of land and interest in land for conservation, water access, outdoor recreation, wildlife or fish habitat, farmland preservation in accordance with the provisions for such acquisitions under the Maine Revised Statutes, Title 5, chapter 353 and working waterfront preservation in accordance with the terms of Public Law 2005, chapter 462, Part B, section 6, including all costs associated with such acquisitions, except that use of the proceeds of these bonds is subject to the following conditions and requirements.

A. Hunting, fishing, trapping and public access may not be prohibited on land acquired with bond proceeds, except to the extent of applicable state, local or federal laws, rules and regulations and except for working waterfront projects and farmland protection projects.

B. Payment from bond proceeds for acquisitions of local or regional significance, as determined by the Land for Maine's Future Board, may be made directly to cooperating entities as defined in Title 5, section 6201, subsection 2 for acquisition of land and interest in land by cooperating entities, subject to terms and conditions enforceable by the State to ensure its use for the purposes of this Act. In addition to the considerations required under Title 5, chapter 353, the board shall give a preference to acquisitions under this paragraph that achieve benefits for multiple towns and that address regional conservation needs including public recreational access, wildlife, open space and farmland.

C. The bond funds expended for conservation, recreation, farmland and water access must be matched with at least \$5,000,000 in public and private contributions. Seventy percent of that amount must be in the form of cash or other tangible assets, including the value of land and real property interest acquired by or contributed to cooperating entities, as defined in Title 5, section 6201, subsection 2, when property interests have a direct relationship to the property proposed for protection, as determined by the Land for Maine's Future Board. The remaining 30% may be matching contributions and may include the value of project-related, in-kind contributions of goods and services to and by cooperating entities.

D. Because portions of the State have deer populations that are struggling and deer wintering habitat protection is vital to the survival and enhancement of these populations, projects that conserve and protect deer wintering areas are considered to have special value and must receive preferential consideration during scoring of new applications for support under Title 5, section 6200 et seq.

E. To the extent the purposes are consistent with the disbursement provisions in this Act, 100% of the bond proceeds may be considered as state match for any federal funding to be made available to the State.

2. The Department of Conservation and the Department of Inland Fisheries and Wildlife shall take a proactive approach to pursuing land conservation projects that include significant wildlife habitat conservation, including conservation of priority deer wintering areas. Priority deer wintering areas are of at least 500 acres or contiguous with existing conservation land so that the combined acreage constitutes at least 500 acres, have been historically used by deer at some point since 1950 and are capable of providing shelter for deer on the effective date of this Act or within 20 years. The Department of Inland Fisheries and Wildlife shall include in conservation negotiations under this section provisions for the appropriate management of priority deer wintering areas. Land and interest in land purchased by the State that contains wildlife or fish habitat must be managed by the Department of Conservation using protocol provided by the Department of Inland Fisheries and Wildlife, and land and interest in land that is subject to a conservation easement and that contains wildlife or fish habitat must be managed using protocol provided by the Department of Inland Fisheries and Wildlife.

Sec. 6. Disbursement of bond proceeds from General Fund bond issue. The proceeds of the sale of the bonds authorized under this Act must be expended as designated in the following schedule.

CONSERVATION, DEPARTMENT OF

Land for Maine's Future Board

Provides funds in order to leverage \$5,000,000 in other funds to be used for the acquisition of land and interest in land for conservation; water access, wildlife or fish habitat including deer wintering areas; outdoor recreation, including hunting and fishing; and working farmland preservation and working waterfront preservation.

Total	\$5,000,000
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Sec. 7. Contingent upon ratification of bond issue. Sections 1 to 6 do not become effective unless the people of the State ratify the issuance of the bonds as set forth in this Act.

Sec. 8. Appropriation balances at year-end. At the end of each fiscal year, all unencumbered appropriation balances representing state money carry forward. Bond proceeds that have not been expended within 10 years after the date of the sale of the bonds lapse to the Office of the Treasurer of State to be used for the retirement of general obligation bonds.

Sec. 9. Bonds authorized but not issued. Any bonds authorized but not issued within 5 years of ratification of this Act are deauthorized and may not be issued, except that the Legislature may, within 2 years after the expiration of that 5-year period, extend the period for issuing any remaining unissued bonds for an additional amount of time not to exceed 5 years.

Sec. 10. Referendum for ratification; submission at election; form of question; effective date. This Act must be submitted to the legal voters of the State at a statewide election held in the month of November following passage of this Act. The municipal officers of this State shall notify the inhabitants of their respective cities, towns and plantations to meet, in the manner prescribed by law for holding a statewide election, to vote on the acceptance or rejection of this Act by voting on the following question:

"Do you favor a \$5,000,000 bond issue to purchase land and conservation easements statewide from willing sellers for public land and water access, conservation, wildlife or fish habitat and outdoor recreation, including hunting and fishing and deer wintering areas, and to preserve working farmland and working waterfronts to be matched by at least \$5,000,000 in private and public contributions?"

The legal voters of each city, town and plantation shall vote by ballot on this question and designate their choice by a cross or check mark placed within a corresponding square below the word "Yes" or "No." The ballots must be received, sorted, counted and declared in open ward, town and plantation meetings and returns made to the Secretary of State in the same manner as votes for members of the Legislature. The Governor shall review the returns. If a majority of the legal votes are cast in favor of this Act, the Governor shall proclaim the result without delay and this Act becomes effective 30 days after the date of the proclamation.

The Secretary of State shall prepare and furnish to each city, town and plantation all ballots, returns and copies of this Act necessary to carry out the purposes of this referendum.

Effective pending referendum.

Appendix C: Financial Information*

FUND	APPROP_UNIT	REPORT_ORG_NM	Sum: EXPEND_AMT	FISC_YR
10	1	LAND FOR MAINE'S FUTURE FUND	76,142.00	2006
			76,142.00	
14	1	LMFB - MBNA	0.00	2006
14	2	LAND FOR MAINE'S FUTURE FUND	17,037.70	2006
14	2	LMF - LEGAL	1,366.84	2006
			18,404.54	
18	2	ACCESS IMPROVEMENTS	292,365.00	2006
18	2	ACQUISITIONS	7,904,689.00	2006
18	2	APPRAISALS	27,950.25	2006
		BUSINESS PLAN/CAPITAL		
18	2	IMPROVME	31,050.00	2006
18	2	LMF - INVENTORIES	33,479.50	2006
18	2	LMF - LEGAL	147,780.37	2006
18	2	LMF - SURVEYS	45,824.50	2006
			8,483,138.62	
10	1	LAND FOR MAINE'S FUTURE FUND	75,097.78	2007
			75,097.78	
14	1	LMFB - MBNA	376.70	2007
14	2	LAND FOR MAINE'S FUTURE FUND	180,000.00	2007
			180,376.70	
18	2	ACCESS IMPROVEMENTS	42,490.00	2007
18	2	ACQUISITIONS	4,820,537.74	2007
18	2	APPRAISALS	51,593.54	2007
		BUSINESS PLAN/CAPITAL		
18	2	IMPROVME	13,950.00	2007
18	2	LMF - INVENTORIES	18,881.12	2007
18	2	LMF - LEGAL	99,570.14	2007
18	2	LMF - SURVEYS	27,700.22	2007
18	4	LAND FOR MAINE'S FUTURE FUND	121,780.41	2007
18	4	LMF - LEGAL	343	2007
			5,196,846.17	

*Information compiled by Office of Policy and Management

FY	FUND	APPROP	UNIT	UNIT_NM	Sum: POSTING_AMOUNT
2008	010	006001	0060	LAND FOR MAINE'S FUTURE FUND	\$79,203.45
2008	014	006001	3513	LMFB - MBNA	\$2,798.08
2008	014	006002	3513	LMFB - MBNA	\$217.50
2008	014	006002	0060	LAND FOR MAINE'S FUTURE FUND	\$1,096.75
2008	018	006002	3518	ACCESS IMPROVEMENTS	\$22,491.00
2008	018	006002	3515	LMF - LEGAL	\$101,032.15
2008	018	006002	3512	APPRAISALS	\$18,750.00
2008	018	006002	0060	LAND FOR MAINE'S FUTURE FUND	\$1,242.15
2008	018	006002	3517	LMF - INVENTORIES	\$6,206.00
2008	018	006002	3516	LMF - SURVEYS	\$72,256.79
2008	018	006002	3511	ACQUISITIONS	\$6,216,381.82
2008	018	006004	0060	LAND FOR MAINE'S FUTURE FUND	\$95,231.22
2008	018	006004	3511	ACQUISITIONS	\$640,000.00
2008	018	006004	3515	LMF - LEGAL	\$8,282.80
2009	010	006001	0060	LAND FOR MAINE'S FUTURE FUND	\$82,814.81
2009	014	006001	3513	LMFB - MBNA	\$1,105.56
				LMF - CONSERVATION EASEMENT	
2009	014	006001	6669	REGISTRY	\$33.15
2009	014	006001	6662	KLAKE ACQ - FRANKLIN CTY	\$114,000.00
2009	014	006002	0060	LAND FOR MAINE'S FUTURE FUND	\$193.78
2009	018	006002	3516	LMF - SURVEYS	\$26,200.00
2009	018	006002	3511	ACQUISITIONS	\$106,949.76
2009	018	006002	3515	LMF - LEGAL	\$13,039.30
2009	018	006002	0060	LAND FOR MAINE'S FUTURE FUND	\$225.00
2009	018	006003	3511	ACQUISITIONS	\$6,327,020.92
2009	018	006003	3515	LMF - LEGAL	\$119,497.87
2009	018	006003	3516	LMF - SURVEYS	\$48,608.10
2009	018	006003	3518	ACCESS IMPROVEMENTS	\$17,300.00
2009	018	006003	3517	LMF - INVENTORIES	\$15,969.98
2009	018	006003	3523	BUSINESS PLAN/CAPITAL IMPROVME	\$32,973.00
2009	018	006003	3512	APPRAISALS	\$7,800.00
2009	018	006004	3511	ACQUISITIONS	\$565,000.00
2009	018	006004	3515	LMF - LEGAL	\$5,955.14
2009	018	006004	3512	APPRAISALS	\$2,338.23
2009	018	006004	0060	LAND FOR MAINE'S FUTURE FUND	\$124,450.13
2010	010	006001	0060	LAND FOR MAINE'S FUTURE FUND	\$82,123.64
2010	014	006001	3513	LMFB - MBNA	\$45,887.67
2010	014	006001	6662	KLAKE ACQ - FRANKLIN CTY	\$609,717.84
2010	014	006001	6663	KLAKE ACQ - WASHINGTON CTY	\$811.54
				LMF - CONSERVATION EASEMENT	
2010	014	006001	6669	REGISTRY	\$931.91
2010	014	006001	0060	LAND FOR MAINE'S FUTURE FUND	\$573.75
2010	014	006001	3515	LMF - LEGAL	\$2,982.47
2010	014	006002	0060	LAND FOR MAINE'S FUTURE FUND	\$64,780.68
2010	018	006003	3518	ACCESS IMPROVEMENTS	\$276,205.00

2010	018	006003	3516	LMF - SURVEYS	\$42,910.26
2010	018	006003	3511	ACQUISITIONS	\$2,926,016.57
2010	018	006003	3515	LMF - LEGAL	\$126,321.77
2010	018	006003	3512	APPRAISALS	\$19,208.00
2010	018	006003	3517	LMF - INVENTORIES	\$20,482.08
2010	018	006004	3511	ACQUISITIONS	\$430,841.78
2010	018	006004	3512	APPRAISALS	\$4,200.00
2010	018	006004	3515	LMF - LEGAL	\$777.22
2010	018	006005	3511	ACQUISITIONS	\$4,212,353.61
2010	018	006005	3523	BUSINESS PLAN/CAPITAL IMPROVME	\$7,075.00
2010	018	006005	3516	LMF - SURVEYS	\$7,114.22
2010	018	006005	3515	LMF - LEGAL	\$75,752.89
2010	018	006005	3517	LMF - INVENTORIES	\$38,074.08
2010	018	006005	3518	ACCESS IMPROVEMENTS	\$724,350.50
2010	018	006005	3512	APPRAISALS	\$5,500.00
2010	018	006006	3511	ACQUISITIONS	\$1,004,908.22
2010	018	006006	3517	LMF - INVENTORIES	\$0.00
2010	018	006006	3528	Project Support & CEI	\$94,757.85
2010	018	006006	3512	APPRAISALS	\$4,900.00
2010	018	006006	3515	LMF - LEGAL	\$30,111.20
2011	010	006001	0060	LAND FOR MAINE'S FUTURE FUND	\$75,130.67
2011	014	006001	6661	KLAKE ACQ - AROOSTOOK CTY	\$37,973.13
2011	014	006001	3514	LMF-GIFTS FOR LAND	\$99,481.38
2011	014	006001	0060	LAND FOR MAINE'S FUTURE FUND	\$4,012.14
2011	014	006001	3515	LMF - LEGAL	\$2,827.14
				LMF - CONSERVATION EASEMENT	
2011	014	006001	6669	REGISTRY	\$7,993.17
2011	014	006001	3513	LMFB - MBNA	\$11,090.57
2011	014	006001	6662	KLAKE ACQ - FRANKLIN CTY	\$313.37
2011	014	006002	0060	LAND FOR MAINE'S FUTURE FUND	\$508.66
2011	018	006003	3515	LMF - LEGAL	\$26.44
2011	018	006003	3516	LMF - SURVEYS	\$1,676.57
2011	018	006003	3511	ACQUISITIONS	\$17,983.43
2011	018	006005	3512	APPRAISALS	\$3,583.00
2011	018	006005	3511	ACQUISITIONS	\$5,023,972.19
2011	018	006005	3518	ACCESS IMPROVEMENTS	\$454,067.00
2011	018	006005	3515	LMF - LEGAL	\$169,772.62
2011	018	006005	3516	LMF - SURVEYS	\$10,467.50
2011	018	006005	3517	LMF - INVENTORIES	\$28,596.74
2011	018	006005	0060	LAND FOR MAINE'S FUTURE FUND	-\$253.00
2011	018	006006	3512	APPRAISALS	\$4,450.00
2011	018	006006	3511	ACQUISITIONS	\$994,750.00
2011	018	006006	3515	LMF - LEGAL	\$13,795.51
2011	018	006006	3528	Project Support & CEI	\$52,421.90
2012	010	006001	0060	LAND FOR MAINE'S FUTURE FUND	\$83,483.18
				LMF - CONSERVATION EASEMENT	
2012	014	006001	6669	REGISTRY	\$110.86
2012	014	006001	3513	LMFB - MBNA	\$12,538.95
2012	014	006001	3515	LMF - LEGAL	\$3,803.36

2012	014	006001	0060	LAND FOR MAINE'S FUTURE FUND	\$1,840.14
2012	018	006003	3511	ACQUISITIONS	\$211,846.00
2012	018	006003	3518	ACCESS IMPROVEMENTS	\$7,880.00
2012	018	006003	3517	LMF - INVENTORIES	\$3,200.00
2012	018	006003	3515	LMF - LEGAL	\$7,957.27
2012	018	006004	3512	APPRAISALS	\$800.00
2012	018	006005	3516	LMF - SURVEYS	\$5,000.00
2012	018	006005	3515	LMF - LEGAL	\$59,255.35
2012	018	006005	3517	LMF - INVENTORIES	\$26,425.23
2012	018	006005	3511	ACQUISITIONS	\$1,137,077.00
2012	018	006005	3512	APPRAISALS	\$124.96
2012	018	006005	3518	ACCESS IMPROVEMENTS	\$20,513.00
2012	018	006005	0060	LAND FOR MAINE'S FUTURE FUND	\$0.00
2012	018	006006	3512	APPRAISALS	\$7,206.13
2012	018	006006	3511	ACQUISITIONS	\$328,154.78
2012	018	006006	3515	LMF - LEGAL	\$3,772.53
2012	018	006006	3528	Project Support & CEI	\$156,043.60
2013	018	006003	3512	APPRAISALS	\$1,800.00
2013	018	006005	3515	LMF - LEGAL	-\$9.24
2013	018	006006	3528	Project Support & CEI	\$7,069.90
2013	010	082114	Q400	LAND FOR MAINE'S FUTURE	\$163,068.41
2013	013	082115	Q400	LAND FOR MAINE'S FUTURE	\$72,653.75
2013	014	082114	Q400	LAND FOR MAINE'S FUTURE	\$23.56
2013	014	082116	Q402	SEARS ISLAND CONSENT DECREE LMF CONSERVATION EASEMENT	\$4,001.46
2013	014	082119	Q460	REGISTRY	\$278.47
2013	018	082105	Q411	ACQUISITIONS	\$2,761,898.09
2013	018	082105	Q412	APPRAISALS	\$479.25
2013	018	082105	Q415	LEGAL	\$59,510.07
2013	018	082105	Q416	SURVEYS	\$5,000.00
2013	018	082105	Q417	INVENTORIES	\$2,950.14
2013	018	082105	Q418	ACCESS IMPROVEMENTS	\$3,381.83
2013	018	082106	Q411	ACQUISITIONS	\$174,000.00
2013	018	082106	Q412	APPRAISALS	\$741.60
2013	018	082106	Q415	LEGAL	\$5,978.05
2013	018	082106	Q417	INVENTORIES	\$3,381.83
2013	018	082106	Q418	ACCESS IMPROVEMENTS	-\$3,381.83
2013	018	082106	Q428	PROJECT SUPPORT & CEI	\$96,587.04
2013	018	082108	Q411	ACQUISITIONS	\$494,146.00
2013	018	082108	Q415	LEGAL	\$5,853.55
2013	018	082109	Q411	ACQUISITIONS	\$639,750.00
2013	018	082109	Q412	APPRAISALS	\$1,800.00
2013	018	082109	Q415	LEGAL	\$8,900.88
2013	018	082109	Q417	INVENTORIES	\$26.79
2014	010	Z16209	Q400	LAND FOR MAINE'S FUTURE	\$2,756.61
2014	010	Z16209	Q401	LMF - ADMIN	\$166,996.18
2014	010	Z16209	Q405	LMF BOARD	\$317.20
2014	010	Z16209	Q460	LMF CONSERVATION EASEMENT	\$4,657.12

				REGISTRY	
2014	010	Z16209	Z162	LAND FOR MAINE'S FUTURE	\$3,393.20
2014	013	Z16209	Q401	LMF - ADMIN	\$81,990.54
2014	014	Z16209	Q405	LMF BOARD	\$324.64
				LMF CONSERVATION EASEMENT	
2014	014	Z16209	Q460	REGISTRY	\$10,043.63
2014	014	Z16210	Q402	SEARS ISLAND CONSENT DECREE	\$160,716.08
2014	018	Z16205	Q411	ACQUISITIONS	\$591,608.00
2014	018	Z16205	Q415	LEGAL	\$40,549.47
2014	018	Z16205	Q417	INVENTORIES	\$33,460.11
2014	018	Z16206	Q415	LEGAL	\$53.23
2014	018	Z16206	Q428	PROJECT SUPPORT & CEI	\$20,298.46
2014	018	Z16209	Q411	ACQUISITIONS	\$362,500.00
2014	018	Z16209	Q412	APPRAISALS	\$900.00
2014	018	Z16209	Q415	LEGAL	\$9,812.40
2014	018	Z16209	Q428	PROJECT SUPPORT & CEI	\$13,544.04
2015	010	Z16209	Q401	LMF - ADMIN	\$181,242.18
2015	010	Z16209	Q405	LMF BOARD	\$907.27
2015	013	Z16209	Q401	LMF - ADMIN	\$86,647.48
2015	014	Z16209	Q401	LMF - ADMIN	\$44.45
2015	014	Z16209	Q405	LMF BOARD	\$788.93
				LMF CONSERVATION EASEMENT	
2015	014	Z16209	Q460	REGISTRY	\$1,713.58
2015	018	Z16205	Q411	ACQUISITIONS	\$259,185.00
2015	018	Z16205	Q415	LEGAL	\$181,543.83
2015	018	Z16205	Q417	INVENTORIES	\$11,324.12
2015	018	Z16207	Q415	LEGAL	\$1,836.60
2015	018	Z16208	Q411	ACQUISITIONS	\$0.00
2015	018	Z16208	Q415	LEGAL	\$160.00
2015	018	Z16209	Q411	ACQUISITIONS	\$160,750.00
2015	018	Z16209	Q415	LEGAL	\$6,234.71
2016	010	Z16209	Q401	LMF - ADMIN	\$19,844.15
2016	010	Z16209	Q405	LMF BOARD	\$348.92
2016	010	Z16209	Z162	LAND FOR MAINE'S FUTURE	\$6,413.83
2016	013	Z16209	Q401	LMF - ADMIN	\$9,306.10
2016	014	Z16209	Q405	LMF BOARD	\$0.00
				LMF CONSERVATION EASEMENT	
2016	014	Z16209	Q460	REGISTRY	\$8.45
2016	018	Z16209	Q412	APPRAISALS	\$900.00

Appendix D: Round 6, 7, and 8 Financial Summaries

LMF Round 6 Projects

LMF Round 6 CONSERVATION & RECREATION PROJECTS												9/29/2015
PROJECT CODE	PROJECT NAME	FINAL ACQUISITION DATE	ALLOCATION	ALLOWABLE ALL OTHER	BUDGETED ACCESS IMPROVEMENT	ACQUISITION COST	ACTUAL ALL OTHER COSTS	MNAP	HISTORIC PRESERVATION	REMAINING SET ASIDE FUNDS	REMAINING ALL OTHER (NO A.I.)	
LMF1 0601	ALLAGASH WILDERNESS WATERWAY		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
LMF1 0602	ARCHAEOLOGICAL SITE 25.45	2/28/2011	\$228,000.00	\$11,400.00	\$4,560.00	\$228,000.00	\$5,807.59	\$0.00	\$1,000.00	\$9,152.41	\$4,592.41	
LMF1 0603	BALD & RAGGED MOUNTAINS PHASE II	12/10/2008	\$72,000.00	\$3,600.00	\$1,440.00	\$72,000.00	\$9,679.86	\$0.00	\$0.00	\$4,639.86	\$6,079.86	
LMF1 0604	BELFAST & MOOSEHEAD LAKE RAIL TRAIL	4/29/2011	\$159,000.00	\$7,950.00	\$3,180.00	\$75,000.00	\$7,717.46	\$1,779.75	\$0.00	\$1,632.79	\$1,547.21	
LMF1 0605	BIG BROOK & MOOSE COVE	6/28/2010	\$1,091,000.00	\$54,550.00	\$21,820.00	\$1,091,000.00	\$38,897.24	\$1,044.33	\$0.00	\$36,428.43	\$14,608.43	
LMF1 0606	BRANCH LAKE CONSERVATION PROJECT	3/30/2010	\$900,000.00	\$45,000.00	\$18,000.00	\$900,000.00	\$55,351.27	\$2,088.66	\$0.00	\$55,607.07	\$12,439.19	
LMF1 0607	BUCKS LEDGE		\$251,000.00	\$12,550.00	\$5,020.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,570.00	\$12,550.00	
LMF1 0608	CARIBOU BOG - PENJAJAWOC PHASE III	12/29/2010	\$217,000.00	\$10,850.00	\$4,340.00	\$117,518.62	\$14,264.15	\$0.00	\$0.00	\$925.85	\$3,414.15	
LMF1 0609	CENTRAL FALMOUTH CONSERVATION CORRIDOR	12/16/2010	\$394,500.00	\$19,725.00	\$7,890.00	\$371,000.00	\$7,164.38	\$1,166.90	\$0.00	\$19,283.72	\$11,393.72	
LMF1 0610	CLARK FARM & FOREST	3/4/2011	\$518,000.00	\$25,900.00	\$10,360.00	\$513,216.00	\$838.37	\$0.00	\$0.00	\$35,421.63	\$25,061.63	
LMF1 0611	COLONIAL PEMAQUID	10/31/2008	\$98,000.00	\$4,900.00	\$1,960.00	\$98,000.00	\$8,640.69	\$0.00	\$9,200.00	\$10,980.69	\$12,940.69	
LMF1 0612	EXPANDING MAINE'S WMA'S	11/5/2012	\$651,250.00	\$32,562.50	\$13,025.00	\$542,250.00	\$49,968.97	\$3,978.22	\$0.00	\$8,359.69	\$21,384.69	
LMF1 0613	EXTENDING DENNIS RIVER CORRIDOR	10/4/2010	\$18,000.00	\$900.00	\$360.00	\$18,000.00	\$11,358.30	\$2,088.66	\$0.00	\$12,186.96	\$12,546.96	
LMF1 0614	FEDERAL HARBOR PROJECT - PHASE II	1/3/2013	\$335,000.00	\$16,750.00	\$6,700.00	\$335,000.00	\$16,742.51	\$375.00	\$0.00	\$6,332.49	\$367.51	
LMF1 0615	FOUR SEASONS TRAIL ASSN	2/25/2009	\$101,000.00	\$5,050.00	\$2,020.00	\$101,000.00	\$9,606.09	\$0.00	\$0.00	\$2,536.09	\$4,556.09	
LMF1 0616	HEADS OF THE ESTUARIES PARTNERSHIP	8/16/2010	\$1,000,000.00	\$50,000.00	\$20,000.00	\$1,000,828.68	\$10,005.75	\$3,927.24	\$0.00	\$56,067.01	\$36,067.01	
LMF1 0617	HIGHLAND FARM	3/31/2009	\$484,000.00	\$24,200.00	\$9,680.00	\$477,000.00	\$92,870.77	\$1,044.33	\$0.00	\$60,035.10	\$69,715.10	
LMF1 0618	HUNTER COVE	9/3/2010	\$607,000.00	\$30,350.00	\$12,140.00	\$607,000.00	\$2,792.45	\$1,044.33	\$0.00	\$38,653.22	\$26,513.22	
LMF1 0619	KATARDIN IRON WORKS MULTI-USE TRAIL		\$121,000.00	\$6,050.00	\$2,420.00	\$0.00	\$97.50	\$0.00	\$0.00	\$8,972.50	\$5,952.50	
LMF1 0620	KENNEBEC HIGHLANDS EXPANSION	4/30/2011	\$227,000.00	\$11,350.00	\$4,540.00	\$113,494.00	\$17,727.15	\$3,274.72	\$1,916.25	\$17,028.12	\$11,568.12	
LMF1 0621	KENNEBEC RIVER ESTUARY	5/17/2011	\$1,131,000.00	\$56,550.00	\$22,620.00	\$1,102,951.61	\$60,595.20	\$3,655.15	\$8,000.00	\$15,919.56	\$15,700.44	
LMF1 0622	JAGRANGE MULTI-USE TRAIL	10/15/2010	\$128,000.00	\$6,400.00	\$2,560.00	\$128,000.00	\$11,579.84	\$0.00	\$0.00	\$2,619.84	\$5,179.84	
LMF1 0623	LIBBY HILL-GRAY	9/29/2009	\$69,000.00	\$3,450.00	\$1,380.00	\$69,000.00	\$4,432.35	\$0.00	\$0.00	\$397.65	\$982.35	
LMF1 0624	MILLINOCKET FOREST	3/4/2011	\$968,000.00	\$48,400.00	\$19,360.00	\$762,667.00	\$16,599.03	\$0.00	\$0.00	\$51,160.97	\$31,800.97	
LMF1 0625	NORTHERN HEADWATERS: SAYER WOODLANDS	6/23/2010	\$244,000.00	\$12,200.00	\$4,880.00	\$244,000.00	\$8,413.42	\$0.00	\$0.00	\$8,666.58	\$3,786.58	
LMF1 0626	PIGEON HILL PHASE II	10/15/2009	\$175,000.00	\$8,750.00	\$3,500.00	\$175,000.00	\$1,395.17	\$0.00	\$0.00	\$10,854.83	\$7,354.83	
LMF1 0627	PINEY KNOLL	11/29/2010	\$138,000.00	\$6,900.00	\$2,760.00	\$138,000.00	\$4,588.00	\$0.00	\$0.00	\$5,112.00	\$2,352.00	
LMF1 0628	PISCATAWAY HILL	9/14/2011	\$360,000.00	\$18,000.00	\$7,200.00	\$112,156.00	\$6,206.05	\$0.00	\$0.00	\$11,993.95	\$6,793.95	
LMF1 0629	PLEASANT MOUNTAIN PRESERVE	7/22/2010	\$961,000.00	\$48,050.00	\$19,220.00	\$652,000.00	\$4,630.74	\$1,044.33	\$0.00	\$61,594.93	\$42,374.93	
LMF1 0630	POND COVE ISLAND		\$286,000.00	\$14,300.00	\$5,720.00	\$0.00	\$37.50	\$0.00	\$0.00	\$19,982.50	\$14,262.50	
LMF1 0631	ROBERTS FARM	5/10/2011	\$106,125.00	\$5,306.25	\$2,122.50	\$106,333.00	\$16,420.82	\$0.00	\$0.00	\$8,992.07	\$11,114.57	
LMF1 0632	SACO RIVER INDIAN CELLAR	3/27/2009	\$325,000.00	\$16,250.00	\$6,500.00	\$325,000.00	\$3,540.23	\$1,044.33	\$9,200.00	\$8,965.44	\$2,465.44	
LMF1 0633	SCHODDIC TRAIL CONNECTOR	7/31/2009	\$118,000.00	\$5,900.00	\$2,360.00	\$93,150.00	\$6,797.83	\$2,360.83	\$0.00	\$898.66	\$3,258.66	
LMF1 0634	SEBOIS UNIT ADDITIONS-NORTHWEST POND	3/30/2009	\$797,000.00	\$39,850.00	\$15,940.00	\$797,000.00	\$11,596.35	\$2,088.66	\$0.00	\$42,104.99	\$26,164.99	
LMF1 0635	SOUTH POND	3/20/2009	\$482,000.00	\$24,100.00	\$9,640.00	\$482,000.00	\$4,684.24	\$1,044.33	\$0.00	\$3,011.43	\$1,371.43	
LMF1 0636	STONE MOUNTAIN	6/28/2009	\$443,000.00	\$22,150.00	\$8,860.00	\$436,264.86	\$23,933.08	\$2,088.66	\$0.00	\$4,988.26	\$3,871.74	
LMF1 0637	THE BASIN - SWANSON PROPERTY	6/8/2009	\$177,000.00	\$8,850.00	\$3,540.00	\$177,000.00	\$1,457.34	\$1,044.33	\$0.00	\$9,888.33	\$6,348.33	
LMF1 0638	THE PLAINS-WELLS BARREN & KENNEBUNK PLAINS		\$660,000.00	\$33,000.00	\$13,200.00	\$0.00	\$140.00	\$0.00	\$0.00	\$46,060.00	\$32,860.00	
LMF1 0639	WABASSUS LAKE PROJECT	12/19/2008	\$750,000.00	\$37,500.00	\$15,000.00	\$750,000.00	\$36,353.33	\$1,562.40	\$0.00	\$14,584.27	\$415.73	
LMF1 0640	ANDROSOGGIN RIVER CORRIDOR	11/29/2010	\$361,832.00	\$18,091.60	\$7,236.64	\$283,032.00	\$7,697.12	\$0.00	\$0.00	\$17,631.12	\$10,394.48	
CONSERVATION & RECREATION PROJECT TOTALS			\$15,652,707.00	\$782,635.35	\$313,054.14	\$12,683,861.77	\$887,588.23	\$37,745.16	\$29,316.25	\$441,039.85	\$127,985.71	
LMF Round 6 WATER ACCESS PROJECTS												
PROJECT CODE	PROJECT NAME	FINAL ACQUISITION DATE	ALLOCATION	ALLOWABLE ALL OTHER	BUDGETED ACCESS IMPROVEMENT	ACQUISITION COST	ACTUAL ALL OTHER COSTS	MNAP	HISTORIC PRESERVATION	REMAINING SET ASIDE FUNDS	REMAINING ALL OTHER (NO A.I.)	
LMF2 0601	CARIBOU BOG (P)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$669.33	\$0.00	\$669.33	\$4,499.33	
LMF2 0602	SEBOIS ADDITION (P)	3/30/2009	\$100,000.00	\$5,000.00	\$2,000.00	\$100,000.00	\$614.99	\$0.00	\$0.00	\$6,385.01	\$4,385.01	
LMF2 0603	HEADS OF ESTUARIES (P)	10/10/2009	\$50,000.00	\$2,500.00	\$1,000.00	\$50,000.00	\$747.21	\$0.00	\$0.00	\$2,752.79	\$1,752.79	
LMF2 0604	SACO RIVER INDIAN CELLER (P)	3/27/2009	\$50,000.00	\$2,500.00	\$1,000.00	\$50,000.00	\$0.00	\$0.00	\$0.00	\$3,500.00	\$2,500.00	
LMF2 0605	SOUTH POND (P)	6/30/2011	\$30,000.00	\$1,500.00	\$600.00	\$30,000.00	\$7,554.13	\$1,186.50	\$0.00	\$6,640.63	\$7,240.63	
LMF2 0606	WABASSUS LAKE (P)	12/19/2008	\$100,000.00	\$5,000.00	\$2,000.00	\$100,000.00	\$0.00	\$0.00	\$0.00	\$7,000.00	\$5,000.00	
LMF2 0607	STOCKTON SPRINGS	11/30/2009	\$50,000.00	\$2,500.00	\$1,000.00	\$50,000.00	\$1,152.29	\$0.00	\$0.00	\$2,347.71	\$1,347.71	
LMF2 0608	JULY POND	3/30/2010	\$140,000.00	\$7,000.00	\$2,800.00	\$140,000.00	\$2,251.06	\$0.00	\$0.00	\$7,548.94	\$4,748.94	
LMF2 0609	GORDON'S WHARF SULLIVAN	12/30/2009	\$215,740.00	\$10,787.00	\$4,314.80	\$215,740.00	\$1,695.69	\$0.00	\$0.00	\$13,405.11	\$9,091.31	
LMF2 0610	HIGGINS BEACH - SCARBOROUGH	3/31/2010	\$635,000.00	\$31,750.00	\$12,700.00	\$632,145.00	\$4,131.81	\$0.00	\$0.00	\$40,318.19	\$27,618.19	
LMF2 0611	KILKENNY COVE	8/13/2010	\$83,000.00	\$4,150.00	\$1,660.00	\$83,000.00	\$2,118.42	\$0.00	\$0.00	\$3,891.58	\$2,031.58	
LMF2 0612	ANDROSOGGIN-MCCOY	9/28/2010	\$182,441.00	\$9,122.05	\$3,648.82	\$182,441.00	\$7,147.35	\$0.00	\$0.00	\$5,623.52	\$1,974.70	
LMF2 0613	BROWNS POND	11/15/2010	\$143,000.00	\$7,150.00	\$2,860.00	\$93,330.00	\$11,718.44	\$1,044.33	\$0.00	\$2,752.77	\$5,612.77	
LMF2 0614	HALES POND (FAYETTE)		\$53,333.00	\$2,666.65	\$1,066.66	\$0.00	\$428.48	\$0.00	\$0.00	\$3,304.83	\$2,238.17	
LMF2 0615	HUNTER COVE (WA)	12/5/2012	\$100,000.00	\$5,000.00	\$2,000.00	\$100,000.00	\$2,602.67	\$0.00	\$0.00	\$4,397.33	\$2,397.33	
WATER ACCESS PROJECT TOTALS			\$1,932,514.00	\$96,625.70	\$38,650.28	\$1,826,656.00	\$41,415.33	\$3,647.37	\$0.00	\$90,213.28	\$51,563.00	
LMF Round 6 FARMLAND PROJECTS												
PROJECT CODE	PROJECT NAME	FINAL ACQUISITION DATE	ALLOCATION	ALLOWABLE ALL OTHER	BUSINESS PLAN	ACQUISITION COST	ACTUAL ALL OTHER COSTS	MNAP	HISTORIC PRESERVATION	REMAINING SET ASIDE FUNDS	REMAINING ALL OTHER (NO A.I.)	
LMF3 0601	AGRICOLA FARMS		\$250,737.00	\$12,536.85	\$12,536.85	\$0.00	\$0.00	\$0.00	\$0.00	\$25,073.70	\$12,536.85	
LMF3 0602	BEND IN THE ROAD FARM		\$337,188.00	\$16,859.40	\$16,859.40	\$0.00	\$4,890.00	\$0.00	\$0.00	\$28,828.80	\$11,969.40	
LMF3 0603	DAVIS FARM	11/21/2008	\$199,712.00	\$9,985.60	\$9,985.60	\$156,667.00	\$18,106.25	\$0.00	\$0.00	\$1,264.95	\$8,420.65	
LMF3 0604	MIDDLE INTERVALE FARM		\$664,700.00	\$33,235.00	\$33,235.00	\$0.00	\$0.00	\$0.00	\$0.00	\$66,470.00	\$33,235.00	
LMF3 0605	NOON FAMILY SHEEP FARM	7/31/2009	\$163,000.00	\$8,150.00	\$8,150.00	\$141,500.00	\$22,651.03	\$1,044.33	\$0.00	\$7,395.36	\$15,545.36	
LMF3 0606	SCARBOROUGH FARM		\$250,737.00	\$12,536.85	\$12,536.85	\$0.00	\$0.00	\$0.00	\$0.00	\$25,073.70	\$12,536.85	
LMF3 0607	KENNEBEC ESTUARY (P)	3/31/2010	\$510,000.00	\$25,500.00	\$25,500.00	\$500,000.00	\$36,362.50	\$0.00	\$0.00	\$14,637.50	\$10,862.50	
LMF3 0608	CLARK FARM (P)	3/4/2011	\$421,784.00	\$21,089.20	\$21,089.20	\$421,784.00	\$10,107.28	\$1,186.50	\$0.00	\$30,884.62	\$9,795.42	
LMF3 0609	DEB-TONE FARM		\$50,000.00	\$2,500.00	\$2,500.00	\$0.00	\$746.78	\$0.00	\$0.00	\$4,253.22	\$1,753.22	
LMF3 0610	KENTS HILL ORCHARD	10/14/2011	\$50,000.00	\$2,500.00	\$2,500.00	\$50,000.00	\$6,345.39	\$0.00	\$0.00	\$1,345.39	\$3,845.39	
LMF3 0611	RIVER RISE FARM	11/29/2010	\$380,000.00	\$19,000.00	\$7,600.00	\$380,000.00	\$12,899.59	\$1,566.50	\$0.00	\$23,533.91	\$4,533.91	
FARMLAND PROJECT TOTALS			\$3,271,858.00	\$163,592.90	\$163,592.90	\$1,649,951.00	\$112,108.82	\$3,79,				

LMF Round 7 Projects

LMF Round 7 CONSERVATION & RECREATION PROJECTS												12/31/2019
PROJECT CODE	PROJECT NAME	FINAL ACQUISITION DATE	ALLOCATION	ALLOWABLE ALL OTHER	BUDGETED ACCESS IMPROVEMENT	REMAINING ACCESS IMPROVEMENT AFTER LAPSED FUNDS	ACQUISITION COST	ACTUAL ALL OTHER COSTS	MINAP	HISTORIC PRESERVATION FUNDS	REMAINING SET ASIDE	REMAINING ALL OTHER (NO ADJ.)
LMF1	0701	ANDROSCEDES IN GREENWAY	10/13/2014	\$252,188.00	\$1,887.78	\$1,188.70	\$0	\$252,188.00	\$0,000.00	\$0.00	-\$25,807.00	-\$1,401.70
LMF1	0702	CHESDEN ARCH-BOLD FICAL SITE	8/18/2012	\$712,848.00	\$1,088.18	\$1,480.00	\$0	\$712,848.00	\$0,000.00	\$0.00	-\$1,348.00	-\$1,707.00
LMF1	0703	BALD & RAGGED HART PROJECT	N/A	\$200,000.00	\$1,500.00	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LMF1	0704	CAMDEN STATE PARK INFOLDING	1/31/2012	\$25,901.00	\$1,488.82	\$1,388.00	\$0	\$25,901.00	\$0,000.00	\$0.00	\$0.00	\$0.00
LMF1	0705	CROCKER MOUNTAIN	5/8/2013	\$550,000.00	\$1,780.00	\$1,000.00	\$0	\$550,000.00	\$0,000.00	\$0.00	\$0.00	-\$10,000.00
LMF1	0706	CHICKERS HILL	8/14/2013	\$230,882.00	\$1,808.78	\$4,407.84	\$0	\$230,882.00	\$0,000.00	\$0.00	\$0.00	-\$15,428.00
LMF1	0707	NEWMAN RIVER ESTUARY PHASE II	N/A	\$400,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$200,000.00	\$0.00	\$0.00	\$0.00	\$0.00
LMF1	0708	NACHIAS RIVER PHASE III	N/A	\$240,512.00	\$8,807.88	\$4,810.24	\$4,810.24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LMF1	0709	CHESDEN STATE PARK	12/28/2014	\$130,272.00	\$2,284.10	\$8,000.00	\$0	\$130,272.00	\$18,288.00	\$0.00	-\$8,888.00	-\$11,811.00
LMF1	0710	FLASANT BAY WILDLIFE MANAGEMENT AREA	N/A	\$250,702.00	\$14,430.88	\$15,214.04	\$15,214.04	\$78,000.00	\$0,000.00	\$0.00	\$0.00	\$0.00
LMF1	0711	SEAL BAY-SMITH COVE	N/A	\$191,667.00	\$2,675.01	\$3,833.34	\$3,833.34	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LMF1	0712	SEBOS LAKE	4/22/2012	\$483,155.00	\$7,347.04	\$8,585.72	\$0	\$483,155.00	\$13,802.55	\$0.00	-\$8,382.00	-\$12,882.00
LMF1	0713	SEFF BAY	5/2/2012	\$128,788.00	\$1,871.84	\$8,888.88	\$0	\$128,788.00	\$1,424.24	\$0.00	\$0.00	-\$12,778.00
LMF1	0714	SOLAR PROPERTY	10/1/2013	\$15,128.00	\$883.07	\$1,110.75	\$0	\$15,128.00	\$0,000.00	\$0.00	-\$7,211.00	-\$1,382.00
LMF1	0715	VARNUM FARM	N/A	\$800,000.00	\$1,500.00	\$8,000.00	\$1,888.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LMF1	0716	WEST GRAND LAKE STREET	12/28/2014	\$1,380,000.00	\$18,780.00	\$28,000.00	\$0	\$1,380,000.00	\$22,288.88	\$0.00	\$0.00	\$0.00
CONSERVATION & RECREATION PROJECT TOTALS			\$8,888,008.00	\$84,840.27	\$112,720.52	\$88,781.52	\$8,718,188.00	\$18,888.88	\$0.00	\$0.00	\$0.00	-\$18,077.54
LMF Round 7 WATER ACCESS PROJECTS												
PROJECT CODE	PROJECT NAME	FINAL ACQUISITION DATE	ALLOCATION	ALLOWABLE ALL OTHER	ACCESS IMPROVEMENT	REMAINING ACCESS IMPROVEMENT AFTER LAPSED FUNDS	ACQUISITION COST	ACTUAL ALL OTHER COSTS	MINAP	HISTORIC PRESERVATION FUNDS	REMAINING SET ASIDE	REMAINING ALL OTHER (NO ADJ.)
LMF2	0701	GRAND ISLE - PARADISE FENCE LINE	12/12/2011	\$7,280.00	\$145.00	\$145.00	\$0	\$7,280.00	\$0.00	\$0.00	-\$28.00	-\$1,078.00
LMF2	0702	CARROLL-BILLY STAR PARCEL LAND	12/12/2011	\$10,000.00	\$400.00	\$400.00	\$0	\$10,000.00	\$0.00	\$0.00	-\$1,088.00	-\$1,488.00
WATER ACCESS PROJECT TOTALS			\$27,280.00	\$545.00	\$545.00	\$0.00	\$27,280.00	\$0.00	\$0.00	\$0.00	-\$1,116.00	-\$2,566.00
LMF Round 7 FARMLAND PROJECTS												
PROJECT CODE	PROJECT NAME	FINAL ACQUISITION DATE	ALLOCATION	ALLOWABLE ALL OTHER	ACCESS IMPROVEMENT	REMAINING ACCESS IMPROVEMENT	ACQUISITION COST	ACTUAL ALL OTHER COSTS	MINAP	HISTORIC PRESERVATION FUNDS	REMAINING SET ASIDE	REMAINING ALL OTHER (NO ADJ.)
LMF3	0701	WASHFIELD FARM	10/30/2012	\$377,500.00	\$1,525.00	N/A	\$377,500.00	\$0,000.00	\$0.00	\$0.00	\$0.00	\$0.00
LMF3	0702	NEEDHAM BROOK FARM	5/31/2012	\$140,000.00	\$1,200.00	N/A	\$140,000.00	\$0,000.00	\$0.00	\$0.00	-\$2,788.00	-\$2,788.00
LMF3	0703	RANDALL BROOK FARM	5/23/2012	\$428,870.00	\$18,700.10	N/A	\$428,870.00	\$11,288.17	\$0.00	\$0.00	\$0.00	\$0.00
LMF3	0704	SCAMMON FARM	12/29/2013	\$71,070.00	\$2,152.10	N/A	\$71,070.00	\$0,000.00	\$0.00	\$0.00	\$0.00	\$0.00
LMF3	0705	VARNUM FARM		\$130,000.00	\$4,500.00	N/A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LMF3	0706	WINTER HILL FARM	8/23/2013	\$80,585.00	\$2,425.57	N/A	\$120,000.00	\$8,578.70	\$0.00	\$0.00	-\$4,248.00	-\$4,248.00
FARMLAND PROJECT TOTALS			\$1,448,925.00	\$48,282.67	\$0.00	\$0.00	\$1,068,470.00	\$19,786.18	\$0.00	\$0.00	\$0.00	\$0.00
LMF Round 7 WORKING WATERFRONT PROJECTS												
PROJECT CODE	PROJECT NAME	FINAL ACQUISITION DATE	ALLOCATION	ALLOWABLE ALL OTHER	CONTRACTS (CEIL BOWDITCH MATTON)	REMAINING ACCESS IMPROVEMENT	ACQUISITION COST	ACTUAL ALL OTHER COSTS	MINAP	HISTORIC PRESERVATION FUNDS	REMAINING SET ASIDE	REMAINING ALL OTHER (NO ADJ.)
LMF4	0701	CREAT WASS ISLAND LOBSTER & BAITED	4/18/2015	\$208,800.00	\$18,500.00	N/A	\$208,800.00	\$0,788.81	\$0.00	\$0.00	\$0.00	\$0.00
LMF4	0702	BLUDDY BAY LOBSTER, RAPPORT	12/21/2013	\$113,280.00	\$18,880.00	N/A	\$121,280.00	\$0,818.88	\$0.00	\$0.00	\$0.00	\$0.00
LMF4	0704	WINE LOBSTER, PROSPECT HARBOR		\$294,000.00	\$1,880.00	N/A	\$0.00	\$0,818.88	\$0.00	\$0.00	\$0.00	\$0.00
LMF4	0705	J.D. BROWN & SON INC., NORTH HAVEN	12/26/2013	\$240,000.00	\$28,800.00	N/A	\$240,000.00	\$7,482.48	\$0.00	\$0.00	\$0.00	\$0.00
LMF4	0706	SOUTH BRISTOL COOP	2/27/2013	\$278,000.00	\$8,000.00	N/A	\$278,000.00	\$0,880.18	\$0.00	\$0.00	\$0.00	\$0.00
LMF4	0707	WOODBEE MUSEUM, INC	12/24/2013	\$18,800.00	\$2,800.00	N/A	\$18,800.00	\$0,484.88	\$0.00	\$0.00	\$0.00	\$0.00
LMF4	0708	SEA FASSEAFOOD, INC		\$200,000.00	\$24,000.00	N/A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LMF4	0709	WINEPRESS LOBSTER, INC	10/31/2013	\$124,800.00	\$14,700.00	N/A	\$122,000.00	\$0,000.81	\$0.00	\$0.00	\$0.00	\$0.00
LMF4	0710	LOBSTER WEBER, LLC		\$0.00	\$0.00	N/A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LMF4	0711	SEALS TOWN LANDING	11/24/2014	\$180,780.00	\$18,280.00	N/A	\$180,780.00	\$0,004.78	\$0.00	\$0.00	\$0.00	\$0.00
WORKING WATERFRONT PROJECT TOTALS			\$1,800,000.00	\$218,180.00	\$0.00	\$0.00	\$1,937,000.00	\$48,201.88	\$0.00	\$0.00	\$0.00	\$0.00
WITHDRAWN												

LMF Round 8 Projects

LMF Round 8 CONSERVATION & RECREATION PROJECTS													12/9/2015
						BUDGETED ACCESS IMPROVEMENT	REMAINING ACCESS IMPROVEMENT AFTER LAPSED FUNDS					REMAINING SET ASIDE FUNDS	REMAINING ALL OTHER (NO A.I.)
PROJECT CODE	PROJECT NAME	FINAL ACQUISITION DATE	ALLOCATION	ALLOWABLE ALL OTHER	ACCESS IMPROVEMENT			ACQUISITION COST	ACTUAL ALL OTHER COSTS	MNAP	HISTORIC PRESERVATION		
LMF1 0801	Biddeford Riverwalk Park Project	N/A	\$35,000.00	\$1,225.00	\$700.00		\$700.00	\$0.00	\$0.00	\$0.00		\$1,925.00	\$1,225.00
LMF1 0802	Brave Boat Headwaters	N/A	\$150,000.00	\$5,250.00	\$3,000.00		\$3,000.00	\$0.00	\$168.89	\$0.00		\$8,081.11	\$5,081.11
LMF1 0803	Caribou Bog Conservation Area	N/A	\$200,000.00	\$7,000.00	\$4,000.00		\$4,000.00	\$0.00	\$0.00	\$0.00		\$11,000.00	\$7,000.00
LMF1 0804	Central Maine Sportsman's Access Project	N/A	\$500,000.00	\$17,500.00	\$10,000.00		\$10,000.00	\$0.00	\$1,572.86	\$0.00		\$25,927.14	\$15,927.14
LMF1 0805	Clapboard Island	N/A	\$75,000.00	\$2,625.00	\$1,500.00		\$1,500.00	\$0.00	\$82.62	\$0.00		\$4,042.38	\$2,542.38
LMF1 0806	Cold Stream Forest	N/A	\$1,500,000.00	\$52,500.00	\$30,000.00		\$30,000.00	\$0.00	\$1,070.00	\$0.00		\$81,430.00	\$51,430.00
LMF1 0807	Crooked River Forest	N/A	\$400,000.00	\$14,000.00	\$8,000.00		\$8,000.00	\$0.00	\$934.00	\$0.00		\$21,066.00	\$13,066.00
LMF1 0808	Crow Island Thread of Life	N/A	\$75,000.00	\$2,625.00	\$1,500.00		\$1,500.00	\$0.00	\$157.84	\$0.00		\$3,967.16	\$2,467.16
LMF1 0809	Ellis River to Whitecap Mountain	N/A	\$200,000.00	\$7,000.00	\$4,000.00		\$4,000.00	\$0.00	\$0.00	\$0.00		\$11,000.00	\$7,000.00
LMF1 0810	Gardiner Pond	N/A	\$275,325.00	\$9,636.38	\$5,506.50		\$5,506.50	\$0.00	\$0.00	\$0.00		\$15,142.88	\$9,636.38
LMF1 0811	Goslings Islands	N/A	\$262,500.00	\$9,187.50	\$5,250.00		\$5,250.00	\$0.00	\$92.35	\$0.00		\$14,345.15	\$9,095.15
LMF1 0812	Gulf Hags - Whitecap Project	N/A	\$500,000.00	\$17,500.00	\$10,000.00		\$10,000.00	\$0.00	\$0.00	\$0.00		\$27,500.00	\$17,500.00
LMF1 0813	High Island	N/A	\$262,500.00	\$9,187.50	\$5,250.00		\$5,250.00	\$0.00	\$114.24	\$0.00		\$14,323.26	\$9,073.26
LMF1 0814	Howard Hill	N/A	\$337,500.00	\$11,812.50	\$6,750.00		\$6,750.00	\$0.00	\$72.89	\$0.00		\$18,489.61	\$11,739.61
LMF1 0815	Kimball Pond	N/A	\$90,000.00	\$3,150.00	\$1,800.00		\$1,800.00	\$0.00	\$123.90	\$0.00		\$4,826.10	\$3,026.10
LMF1 0816	Knight's Pond	N/A	\$225,000.00	\$7,875.00	\$4,500.00		\$4,500.00	\$0.00	\$530.52	\$0.00		\$11,844.48	\$7,344.48
LMF1 0817	Lower Weskeag Fields and Forests	N/A	\$350,000.00	\$12,250.00	\$7,000.00		\$7,000.00	\$0.00	\$140.76	\$0.00		\$19,109.24	\$12,109.24
LMF1 0818	North Falmouth Conservation Corridor	N/A	\$243,750.00	\$8,531.25	\$4,875.00		\$4,875.00	\$0.00	\$416.72	\$0.00		\$12,989.53	\$8,114.53
LMF1 0819	Raymond Community Forest	N/A	\$150,000.00	\$5,250.00	\$3,000.00		\$3,000.00	\$0.00	\$205.53	\$0.00		\$8,044.47	\$5,044.47
LMF1 0820	Redington Forest	N/A	\$500,000.00	\$17,500.00	\$10,000.00		\$10,000.00	\$0.00	\$0.00	\$0.00		\$27,500.00	\$17,500.00
LMF1 0821	Roberts Farm Preserve Extension	N/A	\$90,938.00	\$3,182.83	\$1,818.76		\$1,818.76	\$0.00	\$0.00	\$0.00		\$5,001.59	\$3,182.83
LMF1 0822	Save Eagle Bluff	N/A	\$61,000.00	\$2,135.00	\$1,220.00		\$1,220.00	\$0.00	\$987.57	\$0.00		\$2,367.43	\$1,147.43
LMF1 0823	Seboomook Expansion	N/A	\$1,500,000.00	\$52,500.00	\$30,000.00		\$30,000.00	\$0.00	\$0.00	\$0.00		\$82,500.00	\$52,500.00
LMF1 0824	Weston Homestead Forest	N/A	\$112,500.00	\$3,937.50	\$2,250.00		\$2,250.00	\$0.00	\$1,269.20	\$0.00		\$4,918.30	\$2,668.30
CONSERVATION & RECRATION PROJECT TOTALS				\$8,096,013.00	\$283,360.46	\$161,920.26	\$161,920.26	\$0.00	\$7,939.89	\$0.00	\$0.00	\$437,340.83	\$275,420.57
LMF Round 8 WATER ACCESS PROJECTS													
						BUDGETED ACCESS IMPROVEMENT	REMAINING ACCESS IMPROVEMENT AFTER LAPSED FUNDS					REMAINING SET ASIDE FUNDS	REMAINING ALL OTHER (NO A.I.)
PROJECT CODE	PROJECT NAME	FINAL ACQUISITION DATE	ALLOCATION	ALLOWABLE ALL OTHER	ACCESS IMPROVEMENT			ACQUISITION COST	ACTUAL ALL OTHER COSTS	MNAP	HISTORIC PRESERVATION		
LMF2 0801	Expanding Water Access Lily Pond	N/A	\$120,000.00	\$2,400.00	\$2,400.00		\$2,400.00	\$0.00	\$364.00	\$0.00		\$4,436.00	\$2,036.00
LMF2 0802	Merritt Cove	N/A	\$194,500.00	\$3,890.00	\$3,890.00		\$3,890.00	\$0.00	\$1,122.45	\$0.00		\$6,657.55	\$2,767.55
LMF2 0803	WOODWARD COVE PARCEL	N/A	\$65,000.00	\$1,300.00	\$1,300.00		\$1,300.00	\$0.00	\$75.67	\$0.00		\$2,524.33	\$1,224.33
LMF2 0804	HEAD OF TIDE PARK	N/A	\$50,000.00	\$1,000.00	\$1,000.00		\$1,000.00	\$0.00	\$79.84	\$0.00		\$1,920.16	\$920.16
WATER ACCESS PROJECT TOTALS			\$429,500.00	\$8,590.00	\$8,590.00		\$8,590.00	\$0.00	\$1,641.96	\$0.00	\$0.00	\$15,538.04	\$6,948.04
LMF Round 8 FARMLAND PROJECTS													
						BUDGETED ACCESS IMPROVEMENT	REMAINING ACCESS IMPROVEMENT AFTER LAPSED FUNDS					REMAINING SET ASIDE FUNDS	REMAINING ALL OTHER (NO A.I.)
PROJECT CODE	PROJECT NAME	FINAL ACQUISITION DATE	ALLOCATION	ALLOWABLE ALL OTHER	ACCESS IMPROVEMENT			ACQUISITION COST	ACTUAL ALL OTHER COSTS	MNAP	HISTORIC PRESERVATION		
LMF3 0801	Nezinscot Farm	N/A	\$225,000.00	\$11,250.00	N/A			\$0.00	\$0.00	\$0.00		\$11,250.00	\$11,250.00
LMF3 0802	Parker Farm	N/A	\$100,000.00	\$5,000.00	N/A			\$0.00	\$0.00	\$0.00		\$5,000.00	\$5,000.00
LMF3 0804	Winterwood Farm	N/A	\$105,000.00	\$5,250.00	N/A			\$0.00	\$3,355.32	\$0.00		\$1,894.68	\$1,894.68
LMF3 0805	Wormell Farm	N/A	\$253,500.00	\$12,675.00	N/A			\$0.00	\$0.00	\$0.00		\$12,675.00	\$12,675.00
FARMLAND PROJECT TOTALS			\$683,500.00	\$34,175.00	\$0.00		\$0.00	\$0.00	\$3,355.32	\$0.00	\$0.00	\$30,819.68	\$30,819.68
LMF Round 8 WORKING WATERFRONT PROJECTS													
						BUDGETED ACCESS IMPROVEMENT	REMAINING ACCESS IMPROVEMENT AFTER LAPSED FUNDS					REMAINING SET ASIDE FUNDS	REMAINING ALL OTHER (NO A.I.)
PROJECT CODE	PROJECT NAME	FINAL ACQUISITION DATE	ALLOCATION	ALLOWABLE ALL OTHER	ACCESS IMPROVEMENT			ACQUISITION COST	ACTUAL ALL OTHER COSTS	MNAP	HISTORIC PRESERVATION		
LMF4 0801	A & R ENTERPRISES	N/A	\$225,000.00	\$27,000.00	N/A			\$0.00	\$0.00	\$0.00		\$27,000.00	\$27,000.00
LMF4 0802	MEDOMAK SHELLFISH	N/A	\$157,500.00	\$18,900.00	N/A			\$0.00	\$0.00	\$0.00		\$18,900.00	\$18,900.00
WORKING WATERFRONT PROJECT TOTALS			\$382,500.00	\$45,900.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45,900.00	\$45,900.00

Appendix E: Public Access Grants

Land for Maine's Future Access Improvement Grants Fact Sheet for Applicants

UPDATED November 2014

Purpose

Access improvement grants are available to enhance the public accessibility to land that is acquired with proceeds from the Land for Maine's Future Fund and the Public Access to Maine Waters Fund.

Access improvement grants enhance Land for Maine's Future (LMF) acquisition dollars by making conserved land more accessible to the public. Grants may be for the upgrade of access roads, the addition of parking, trails, and boat launches, or the installation of signage, information kiosks, and picnic tables.

Access improvement grants may also be used for farmland projects to fund the development of a business plan and capital improvements on the farm, such as improving drainage or constructing storage sheds. *Note: no access or capital improvement grants for farmland projects were recommended by BAFRR or approved by LMF Board for Round 8 projects.*

Funding Availability

In statute, access improvement grants are limited to 5% of the appraised value of the acquired property, but the Land for Maine's Future Board (LMFB) routinely establishes a set-aside for these grants based on funds available.

At the present, LMFB will fund access improvement grants in the amount of 2% of the LMF board's financial contribution to the project, *if funding is available*.

Please check with your LMF project manager to determine funding availability.

Handicapped Accessibility

The LFMB adopted incentives for trail projects that are designed to facilitate use by people who may have physical limitations or impairments, sometimes referred to as "differently-abled persons. The board will consider access improvement grants up to the full 5% of appraised value to the extent that additional funds are required to support trail construction encouraging increased trail use by differently-abled persons, if funding is available. *For Round 8, 2% is allotted.*

Eligibility

A landowner of LMF-acquired land may apply for an access improvement grant to fund minor capital improvements to improve accessibility on the LMF-acquired land and on adjoining lands in the same ownership or under the same management.

Access improvement grants are not offered for lands which are protected by conservation easements unless easement terms explicitly allow the easement holder to make access improvements to the land covered by the easement.

Applications for access improvement grants must be submitted within ~~two years~~ *one year* of closing of the LMF project, on a first-come, first-served basis.

Application Criteria

Projects must meet the following criteria for access improvement grants:

- The proposed improvements do not compromise the original intent for which the property was purchased.
- The proposed project improves accessibility of the LMF-acquired lands, consistent with management objectives.
- Public uses are supported and/or enhanced by the project.

In the case of the purchase of development rights on farms, grants may be used to develop a business plan and capital improvements on the farm. (*None in Round 8*).

- The proposed improvements provide for the land's continuing use as a working farm.

Application Format and Instructions

Steps for applying for funds:

1. Contact your LMF project manager to determine if funds are available and in what amount and the types of eligible activities.
2. Applications are reviewed by LMF staff to determine eligibility and completeness.
3. If the applicant is an entity other than the State (e.g. land trust or town), the application is reviewed by staff from the sponsoring state agency (typically DOC or IFW) to ensure the project is in keeping with the objectives of the original acquisition project.
4. The full board reviews the application against the purposes and objectives of the access improvement funds and makes the final decision on the application.

Eight copies of your proposal should be sent to:

Land for Maine's Future Program
Dept. of Agriculture, Conservation & Forestry
28 State House Station
Augusta ME 04333-0028

Your proposal should contain the following information:

1. Contact Information - Name, address, phone number, and email of the applicant and the primary contact person.
2. Date - Date you submitted your application.
3. Project Title – name of your access improvement project.
4. Related LMF Project - Name of project and date of closing of the LMF-funded project to which access improvements are proposed to be made.
5. Geographic Location of Project - town and county including the land on which the access improvements will be made.
6. Map(s) – Location of the primary access point of the site, any other public access points to the property, and the location of the property to which access improvements are proposed to be made.
7. Grant Amount - Amount of funds being requested from LMF (up to 2% of the LMF board's financial contribution to the original project).
8. Budget - Itemization of how the funds will be used and identification of sources of matching funds.
9. Project Description - Narrative of what improvements are proposed, how the improvements will enhance accessibility and public use of the LMF-acquired lands and how the project is consistent with the recreation, public access and conservation objectives of the original acquisition project.
10. Suitability of Intended Use - Description that demonstrates that the property has no legal constraints preventing the development and use of the proposed access and that the physical characteristics of the site are suitable for the intended access.
11. Impact on Natural Resources – Description of any impact the proposed access will have on the natural and cultural resources of the property and the surrounding land. Demonstrate that the intended access is consistent with property's management objectives.
12. Project timeline - Identify key milestones and dates to be completed.
13. Differently-abled Access – If the applicant is seeking supplemental funding for differently-abled access, a description of the specific design aspects of the project that will encourage and increase use of project trails by people with physical impairments or disabilities.

Completion of Access Improvement Grant Projects

Projects must be completed within ~~two years~~ 18 months of the grant award date, unless the project finalist has prior written approval from the LMF project manager for an extension. A *one year* extension may be granted at the project manager's discretion if circumstances warrant, *following notice to the LMF Director. Any additional extensions must be approved by the LMF board.*

Grant recipients must submit a written report upon completion of the access improvement project. The report describes the access improvements made and the ways it enhances public uses and includes documentation of how the funds were expended and photographs of the completed work.

Completed access projects should be included in the LMF Biennial Report, as part of the report to the public about progress achieved by the program.

Advance and return of access improvement funds.

The funds will be journaled to state agencies upon approval of application. The agency is responsible for returning all unused funds within 6 months of completion of project.

Access improvement grants to cooperating entities will be journaled to the Designated Sponsoring Agency (DSA). The DSA will contract with the cooperating entity, disperse funds and return unused funds to LMF within 6 months of project completion.

It is recommended that LMF consider establishing a Memorandum of Agreement with the DSA for all access improvement grants. The MOA would state the terms and indicate the expiration dates and be signed by the Bureau Director of DSA.

LMF Signs required on all LMF- funded properties

The Board requires that the Land for Maine's Future Program be acknowledged in permanent signage at the primary access point of the site. LMF provides silk-screened, metal signs with LMF logo for this purpose.

References

Jody Harris memo to LMF Board July 12, 2011 (Attachment H to meeting agenda)

Fact Sheet for Applicants - November 2011

Tim Glidden memo to Board - July 12, 2010

*Format for Application – Bureau of Parks and Lands developed a good template May 7, 2012
(Seboeis Lake Unit, Bigelow Timber acquisition)*

Board criteria for evaluating applications - January 2006

Recommended changes and additions shown in italics

Excerpted from the minutes of the March 17, 2015 LMF Board meeting

4. Policy Decisions – LMF Director

• Access Improvement Funds: Attachment C (Land for Maine's Future Access Improvement Grants Fact Sheet for Applicants: published in GEA report in its entirety as Appendix E)

Motion: Commissioner Keliher motions to accept the recommendations of the updated Access improvement fund guidelines. James Norris seconds the motion. Board votes unanimously.

Appendix F: Farm Grant Program



STATE OF MAINE
DEPARTMENT OF AGRICULTURE, FOOD & RURAL RESOURCES
DIVISION OF MARKET AND PRODUCTION DEVELOPMENT
28 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0028

John Elias Baldacci
GOVERNOR

Robert W. Spear
COMMISSIONER

MEMORANDUM

DATE: 6/6/03
TO: Land for Maine's Future Board
FROM: Stephanie Gilbert, Farmland Protection Program Manager on behalf of DAFRR
RE: DAFRR guidance to LMFB on behalf of Business Planning and Capital Improvement Grants

§6203. Land for Maine's Future Fund ...

3. Fund proceeds. The proceeds of the Land for Maine's Future Fund may be applied and expended to: [1999, c. 769, §§1, 2 (amd).]

A. Acquire property or an interest in property that is determined by the board to be of state significance under the guidelines of this chapter; [1999, c. 769, §1 (amd).]

B. Fund minor capital improvements on lands acquired by proceeds from the Land for Maine's Future Fund to improve accessibility, as long as these improvements do not exceed 5% of the appraised value of the acquired property; and [1999, c. 769, §1 (amd).]

C. When interest in farmland is acquired, fund the development of a business plan and capital improvements to provide for the land's continuing use as a working farm, as long as these improvements do not exceed 5% of the appraised value of the acquired property. [1999, c. 769, §2 (new).]

Section 1: BUSINESS PLANNING

When a Department-sponsored applicant seeks a business-planning grant from the Land for Maine's Future Program, they will be eligible to apply for up to 5% of the appraised value of the development rights, not to exceed \$9,000.00.

A business plan will include:

- Company Description
- Mission Statement
- Identify Products and Services
- Financial Forecast
- Financing Requirements
- Management and Key Personnel
- Business Description and Needs and Assessment
- Cash Flow Statement
- Budget of Implementation Costs

- Sources of Costs by Project
- Jobs Created
- Relevant Attachments

Prior to applying for grant funds, the Department's Farmland Protection Manager will assist the applicant(s) with selecting assistance from any one of the following entities:

- Farms for the Future -- a Department program that is administered by a contractor (the current contractor is Coastal Enterprises, Inc.)
- NxLevel "Tilling the Soil" -- a program that is currently delivered by the Heart of Maine USDA - NRCS Resource Conservation and Development Council
- FastTrac for Agriculture -- a program that has previously been delivered by the Department in partnership with the Heart of Maine USDA-NRCS Resource conservation and Development Council and the University of Maine Cooperative Extension
- Maine Women, Work and Community -- a state program through the University of Maine System
- USDA Farm Service Agency business planning assistance
- Maine Small Business Development Centers
- Maine Council of Government

The application will include: A cover letter identifying the need, the service provider and an outline of the services sought.

Section 2: CAPITAL IMPROVEMENTS TO THE LAND

When a Department-sponsored applicant seeks additional funding to implement their business plan, they will be eligible to apply only if there is a balance of available funds based upon the 5% value of the development rights, and when the capital improvements will result in improving the productivity and quality of the protected land and soil resources.

Prior to applying for grant funds, the Department Farmland Protection Program Manager and applicant will work with the staff of USDA Natural Resources Conservation Service to determine cost per unit for typical component and installation costs. These costs are calculated for different areas in Maine and updated annually. The landowner/applicant will also obtain a quote from a contractor.

The application will include: A cover letter, an Executive Summary of the business plan, a project cost analyses including figures based on USDA NRCS "Maine Cost List," an estimate from a local area contractor.

Sincerely,

Stephanie R. Gilbert
Policy Development Specialist

SRG

Enclosures – Meyerhans proposal



STATE OF MAINE
DEPARTMENT OF AGRICULTURE, FOOD & RURAL RESOURCES
DIVISION OF MARKET AND PRODUCTION DEVELOPMENT
28 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0028

John Elias Baldacci
GOVERNOR

Seth H. Bradstreet, III
COMMISSIONER

February 19, 2009

From: Stephanie Gilbert, Farmland Protection Specialist, DAFRR
To: Chairman George LaPointe and Land for Maine's Future Board Members
RE: Mitchell Ledge Farm - 5% grant for Capital Improvements to the Farmland

Dear Members of the Board,

According to M.R.S. Title 5, Subsection 6203.3.C., a Department-sponsored applicant is eligible to apply for up to five (5) percent of the LMFP contribution to undertake business planning and/or make one-time capital improvements to the protected property.

- Background

Mitchell Ledge Farm (105 protected acres) in Freeport, is a Round 6 LMF Farmland Protection project that closed in October 2007. The fair market value and total purchase price of the easement was \$ 823,000. LMF contributed a total of \$305,000 to the acquisition cost; \$117,942 from conservation and recreation and \$187,058 from farmland.

Request

The Department has reviewed and approved a comprehensive business plan completed by Mitchell Ledge Farm in January 2009 to confirm that Andre and Mary LeMaistre are eligible to apply for \$9,353 (5% of the LMF farmland grant). The Department respectfully requests this grant to assist the LeMaistres with making one-time and permanent improvements on the farm that will increase the productivity of the pasture land, reduce erosion and protect the public recreational trail (a previous LMF capital improvement grant). The LMF grant will help the LeMaistres complete a perimeter fencing project that has been designed and partially funded by the USDA Natural Resources Conservation Service. The LeMaistre's proposal, project budget and project details for the Back Field and House Field are attached.

Sincerely,

Stephanie Gilbert

Stephanie Gilbert, Farmland Protection Specialist

**CONTRACT/GRANT DESIGNATION AND
REQUISITION FOR CONTRACT/GRANT AUTHORIZATION**

PART ONE CONTRACT/GRANT DESIGNATION – Check ONE of the following options:

The document is a **Contract**
The principal purpose of this relationship is to purchase, lease, or barter property or services for the direct benefit of the government.

☒ The document is a **Grant**
The principal purpose of this relationship is the transfer of money, property, services, or anything of value to the recipient in order to accomplish a public purpose of support—with no substantial involvement between the state agency or department and the recipient during the performance of the activity.

PART TWO REQUISITION FOR CONTRACT/GRANT AUTHORIZATION

Department:	Agriculture	Dept Contact Name:	Stephanie Gilbert
Contractor:	Mary S. LeMaistre, Mitchell Ledge Farm	Dept Contact Telephone:	207-287-3491
Services:	Complete installation of a perimeter fence on two fields that are part of a property protected through the Land for Maine's Future Program	Contract/Amd Amount:	\$9,353.00
		Contract Start Date:	07/20/09
		Contract End Date:	11/30/09

NOTE: Respond to all questions below applicable to this contract. Additional pages may be attached as necessary.

SUBSTANTIATION OF NEED: The funds for this contract come from a grant awarded by the Land for Maine's Future Program (SPO) and transferred to this Department via RE 01A690323007 on March 24, 2009. The grantee ("Contractor" and "Provider") is responsible for completing one-time capital improvements to the land per the terms of the LMF grant award.

IMPACT ON CIVIL SERVICE SYSTEMS: NONE

EMPLOYER/EMPLOYEE RELATIONSHIP BETWEEN STATE AND CONTRACTOR: NONE

EFFECT ON STATE AFFIRMATIVE ACTION EFFORTS: NONE

JUSTIFICATION FOR SOLE SOURCE PROCUREMENT: The LMF grant was awarded to this specific individual for this specific purpose on this specific farm.

EVIDENCE OF PRIOR/SCHEDULED RFP, OR OTHER COMPETITIVE PROCESS: NA

Appendix G: Sampling of Other Programs

Program Name	Funding	Agency	Program Description	Website
Agricultural Development Grant	State	ACF	Funds market promotion, market research and development, value-added processing and new technology demonstration	http://maine.gov/dacf/ard/grants/agricultural_development.shtml
Agricultural Marketing Loan Fund	State	ACF	Low interest loans for agricultural enterprise improvements	http://maine.gov/dacf/ard/grants/agricultural_marketing.shtml
Boating Facilities Fund	State	ACF	Funds acquisition, development, enhancement, or rehabilitation of boat launching facilities	http://www.maine.gov/dacf/parks/grants/boating_facilities_fund.html
Competitive Coastal Communities Grant	State	ACF	Funds assistance with planning and development in coastal communities (not for land acquisition)	http://maine.gov/dacf/municipalplanning/financial_assistance.shtml
Conservation Grants	Federal	IF&W	Funds conservation of federally listed threatened or endangered species	http://www.fws.gov/endangered/grants/grant-programs.html
Federal State Market Improvement Program	Federal	USDA	Funds agriculture departments to do market research studies	http://maine.gov/dacf/ard/grants/federal_state_market_improvement.shtml
Habitat Conservation Plan (HCP) Land Acquisition	Federal	IF&W	Acquisition of land for federally listed threatened or endangered species, proposed and candidate species, and unlisted species proposed to be covered by the HCP	http://www.fws.gov/endangered/grants/grant-programs.html
Habitat Conservation Planning Assistance	Federal	IF&W	Development for federally listed threatened or endangered species, proposed and candidate species, and unlisted species proposed to be covered by the HCP	http://www.fws.gov/endangered/grants/grant-programs.html
Land and Water Conservation Fund	State/Federal	ACF	Funds to acquire lands available for public outdoor recreation in perpetuity	http://www.maine.gov/dacf/parks/grants/land_water_conservation_fund.html
Maine Farms for the Future	State/Federal	ACF	Funds to provide farms with business planning and investment support	http://www.maine.gov/dacf/ard/business_and_market_development/farms_for_future/index.shtml
Maine Natural Resources Conservation Program	State	DEP	Projects that protect and restore natural resources across the state	http://mnrcp.org/
Maine Outdoor Heritage Fund	State	IF&W	Conservation initiatives including, fisheries and wildlife enhancement, public land acquisition, endangered species protection and natural resources law enforcement	http://www.maine.gov/itw/MOHF.html
Market Development Assistance		ACF	Funds market research and market development activities.	http://maine.gov/dacf/ard/business_and_market_development/ma
National Fish & Wildlife Foundation	Federal	n/a	Projects that sustain, restore and enhance the Nation's fish, wildlife, plants and their habitats	http://www.nfwf.org/whatwedo/grants/Pages/home.aspx#.VbpaurNVbh8
North Atlantic Wetlands Conservation Act: Standard Grants/Small Grants	Federal	n/a	Funds to carry out wetlands conservation projects in the United States, Canada, and Mexico for the benefit of migratory birds and other wildlife.	http://www.fws.gov/birdhabitat/Grants/NAWCA/index.shtml
Potato Marketing Improvement Fund		ACF	Financing for potato growers and packers to construct modern storages, modernize existing storages, and purchase packing lines	http://maine.gov/dacf/ard/grants/potato_marketing.shtml
Project Canopy	State	ACF	Funds to create and maintain healthy urban and community forests for economic, ecological, and quality of life benefits for Mainers.	http://www.projectcanopy.me/
Public Reserved Lands Acquisition Fund	State	ACF	Purchase and assemble quantities of lands of sizes and locations that the director determines to be public reserved lands	
Recreational Trails Program	State/Federal	ACF	Funds acquisitions for public trail related purposes	http://www.maine.gov/dacf/parks/grants/recreational_trails_program.shtml
Right-of-Way Discovery Grants		ACF	Helps find and assert public rights-of-way to the shore	http://maine.gov/dacf/mcp/grants/right-of-way-discovery.html
RLAG Recovery Land Acquisition Grant	Federal	IF&W	Funds the acquisition of habitat in support of approved recovery goals or objectives	http://www.fws.gov/endangered/grants/section6/index.html
Rural Rehabilitation Trust Fund		ACF	Funds Maine cities and towns in matters related to community recreation.	http://maine.gov/dacf/ard/grants/rural_rehabilitation_trust_fund.shtml
Shore and Harbor Planning Grants		ACF	Funds marine coastal zones to develop plans for waterfront, harbor and mooring areas	http://maine.gov/dacf/mcp/grants/shore-and-harbor-planning-grants.html
Snowmobile Grants	State	ACF	Funds snowmobile clubs, municipalities and counties for the acquisition of snowmobile trail maintenance equipment and the acquisition of easements, construction, planning and maintenance	http://www.maine.gov/dacf/parks/grants/snowmobile_grants/
Transportation Alternatives Program	State	DOT	Funding for community transportation alternatives	http://www.maine.gov/mdot/pa/iap.htm
USDA Specialty Crop Block Grant Program	Federal	ACF	Funds market research, market promotion and new technology projects specifically to benefit specialty crop producers	http://maine.gov/dacf/ard/grants/usda_specialty_crop.shtml
USDA USFS Forest Legacy Program	State/Federal	ACF	Protect Maine's traditional forest uses including timber harvesting, public access and recreational opportunities	http://www.fs.fed.us/spf/coop/programs/loa/flp.shtml
Water Source Development Grant		ACF	Funds wells and ponds	http://maine.gov/dacf/ard/grants/water_source.shtml
WoodsWISE Incentives		ACF	Help wood land owners make informed decisions based on stewardship principles about their forests	http://maine.gov/dacf/mfs/policy_management/www.html
Coastal and Estuarine Land Conservation Program	Federal	ACF	Funds to purchase significant coastal or estuarine lands or to acquire conservation easements	http://coastalmanagement.noaa.gov/land/
L.L. Bean Maine Land Trust Grant Program	Private	MLTN	Grant support to Maine's land trust community	http://www.mltm.org/resources/conservation-funding.php
MCHT Revolving Loan Fund	Private	MLTN	Permanently conserve significant natural lands	http://www.mltm.org/resources/conservation-funding.php
MCHT Merger Assistance Fund	Private	MLTN	Partially offset the cost of the merger of land conservation organizations within Maine	http://www.mltm.org/resources/conservation-funding.php

Support Programs

Appendix H: Project Listings

Conservation & Recreation 1987-2014

Completed C&R Project Name	Year	Town	County	Acres Total	Acres Fee	Acres Ease	Agency	State Interest	Locally Held (PA)*
Dodge Point	1989	Newcastle	Lincoln	497.0	497.0	0.0	DACF-BPL	fee	-
MATCH -Dodge Point	1989	Newcastle	Lincoln	2.0	2.0	0.0	DACF-BPL	fee	-
Shackford Head	1989	Eastport	Washington	90.0	90.0	0.0	DACF-BPL	fee	-
Alice Wheeler Farm	1990	Richmond	Sagadahoc	see farm	0.0	see farm	DACF-BAFRR	ease	-
Morgan Meadow	1990	Raymond	Cumberland	1,072.0	1,072.0	0.0	DIFW	fee	-
Bradbury Mtn State Park Addition	1990	Pownal	Cumberland	82.0	82.0	0.0	DACF-BPL	fee	-
Kennebunk Plains	1990 -1992	Kennebunk, Sanford	York	1,685.0	1,685.0	0.0	DIFW	fee	-
Egypt Bay (MATCH)	1990	Franklin	Hancock	110.0	110.0	0.0	DIFW	fee	-
Mount Kineo	1990	Kineo Twp	Piscataquis	800.0	800.0	0.0	DACF-BPL	fee	-
Sandy Point Beach	1990	Stockton Springs	Waldo	100.0	100.0	0.0	DACF-BPL	fee	-
Cutler Coast	1990	Cutler	Washington	2,100.0	2,100.0	0.0	DACF-BPL	fee	-
Tide Mill Farm	1990	Edmunds Twp	Washington	see farm	see farm	see farm	DIFW / DACF- BPL	fee/ ease	-
Commissary Point	1990	Edmunds Twp	Washington	250.0	200.0	50.0	DIFW	fee	-
Nahmakanta & Rainbow Twps	1990	Nahmakanta/Rainbow Twps	Piscataquis	29,692.0	29,692.0	0.0	DACF-BPL	fee	-
Androscoggin River-DOFI	1990	Turner, Leeds	Androscoggin	1,972.0	1,972.0	0.0	DACF-BPL	fee	-
Sabattus Mountain	1990	Lovell	Oxford	90.0	90.0	0.0	DACF-BPL	fee	-
Little Concord Pond Addition	1990	Woodstock, Peru, Sumner	Oxford	64.0	64.0	0.0	DACF-BPL	fee	-
Mattawamkeag River	1990	Drew Plt	Penobscot	4,119.0	4,119.0	0.0	DIFW	fee	-
Mattagodus Stream	1990	Kingman Twp, Webster Plt	Penobscot	1,425.0	1,425.0	0.0	DIFW	fee	-
Little Ossipee River	1990	Waterboro	York	300.0	300.0	0.0	DIFW	fee	-
Jamie's Pond	1991	Hallwill, F'dale, Manch	Kennebec	550.0	550.0	0.0	DIFW	fee	-
Sebago Lake Beach	1991	Raymond	Cumberland	35.0	35.0	0.0	DACF-BPL	fee	-
Mt Agamenticus- Paul	1991	York, S Berwick	York	144.0	144.0	0.0	DIFW	fee	-
Mt Agamenticus- Ramsdell	1991	York, S Berwick	York	55.0	55.0	0.0	DIFW	fee	-
Mt Agamenticus-Weare	1991	York, S Berwick	York	8.0	8.0	0.0	DIFW	fee	-
Androscoggin River- (3 parcels)	1992 -1996	Turner	Androscoggin	315.0	315.0	0.0	DACF-BPL	fee	-
Sabattus Mountain Addition	1992	Lovell	Oxford	87.0	87.0	0.0	DACF-BPL	fee	-
Aroostook Valley RR ROW	1992	Various	Aroostook	144.0	144.0	0.0	DACF-BPL	fee, 18 miles of railbed	-
Aroostook Valley RR ROW (Match)	1992	Various	Aroostook	11.0	11.0	0.0	DACF-BPL	fee, 1 mile of railbed	-
Mark Island	1992	Harpwell	Cumberland	24.0	24.0	0.0	DIFW	fee	-
South Lubec Sand Bar (MATCH)	1992	Lubec	Washington	12.0	12.0	0.0	DIFW	fee	-
Forest City	1992	Forest City	Washington	536.0	523.0	13.0	DIFW	fee & ease	-
Dodge Point Inholding	1992	Newcastle	Lincoln	9.0	9.0	0.0	DACF-BPL	fee	-
Lake George	1992	Canaan, Skowhegan	Somerset	254.0	254.0	0.0	DACF-BPL	fee	-
Mt Agamenticus-Amoskeag	1992	York, S Berwick	York	266.0	266.0	0.0	DIFW	fee	-
Salmon Brook Lake Bog	1993	Perham	Aroostook	1,857.0	1,857.0	0.0	DACF-BPL	fee	-
Bald Mountain	1993	Rangeley	Franklin	1,873.0	1,873.0	0.0	DACF-BPL	fee	-
Mt Agamenticus- Parent	1993	York, S Berwick	York	600.0	600.0	0.0	DIFW	fee	-
Spring River Lake	1994	T108D	Hancock	7,187.0	7,187.0	0.0	DACF-BPL	fee	-

Completed C&R Project Name	Year	Town	County	Acres Total	Acres Fee	Acres Ease	Agency	State Interest	Locally Held (PA)*
Spednic Lake	1994	T11R3 NBPP	Washington	849.0	19.0	830.0	DIFW	fee & ease	-
Bangor & Aroostook RR ROW	1994	Various	Aroostook	746.4	746.4	0.0	DACF-BPL	fee, 53 miles of railbed	-
Mt Agamenticus-Nowell	1994	York, S Berwick	York	67.0	19.5	47.0	DIFW	fee & ease	-
Mt Agamenticus-Ruch	1994	York, S Berwick	York	31.0	31.0	0.0	DIFW	fee	-
Horan Head	1994	Lubec	Washington	235.0	235.0	0.0	DIFW	fee	-
Forest City-Mud Lake	1995	Forest City	Washington	0.6	0.6	0.0	DIFW	fee	-
Mount Agamenticus- Hasty	1995	South Berwick	York	9.0	9.0	0.0	DIFW	fee	-
Grand Lake Stream	1995	T27ED BPP	Washington	271.0	163.0	108.0	DIFW	fee & ease	-
Mt Agamenticus-Moore's Falls	1995	York, S Berwick	York	292.0	292.0	0.0	DIFW	fee	-
Birch Island, Spednic Lake	1996	Forest City	Washington	25.0	25.0	0.0	DIFW	fee	-
Burnt & Sheep Islands	1996	North Haven, Vinalhaven	Knox	40.0	40.0	0.0	DIFW	fee	-
see farm	1996	Lincolntonville	Waldo	123.0	123.0	0.0	DACF-BPL	fee	-
Mt Agamenticus- Whicher	1996	South Berwick	York	21.8	21.8	0.0	DIFW	fee	-
Wilshire Farms Cons Eas	1996	Falmouth	Cumberland	183.0	0.0	183.0	DIFW	ease	-
Back River-Lyons	1996	Arrowsic	Sagadahoc	168.0	168.0	0.0	DIFW	fee	-
Rapid River Cons Easement	1997	Upton	Oxford	446.0	0.0	446.0	DIFW	ease	-
Rangeley River Cons Easement	1997	Rangeley	Franklin	150.0	0.0	150.0	DIFW	ease	-
Donnell Pd-Tunk Lk/Fiery Mtn	1998	Franklin	Hancock	1,124.0	334.0	790.0	DACF-BPL	fee & ease	-
Birch Point State Park Addition	1999	Owls Head	Knox	4.2	4.2	0.0	DACF-BPL	fee	-
Jay-Farmington Branch CMRR	1999	Jay, Farmington, Wilton	Franklin	138.5	138.5	0.0	DACF-BPL	fee, 15 miles of railbed	-
Ducktrap River -LaCombe	1999	Lincolntonville	Waldo	68.0	68.0	0.0	DIFW	fee	-
Scarborough Beach/Massacre Pd	1999	Scarborough	Cumberland	62.0	62.0	0.0	DACF-BPL	fee	-
Lower Kennebec Estuary	1999-2004	Bowdoinham, Dresden, Georgetown, Topsham, Woolwich	Sagadahoc	1,031.5	1,031.5	0.0	DACF-BPL	fee	-
Aroostook State Park	2000	Presque Isle	Aroostook	93.0	93.0	0.0	DACF-BPL	fee	-
Narraguagus River-Little Falls	2000	Cherryfield	Washington	215.0	215.0	0.0	ASC	fee	-
Nicatus and West Lakes	2000	T40MD, T5ND	Hancock	22,370.0	469.0	21,901.0	DACF-BPL	fee & ease	-
Thorne Head	2000	Bath	Sagadahoc	96.5	0.0	96.5	DIFW	ease	-
East Ridge Project	2001 -2002	Washington County	Washington	3,649.4	3,649.4	0.0	ASC	fee	-
Fuller Farm Conservation Project	2001	Scarborough	Cumberland	180.0	180.0	0.0	DIFW	fee	PA
Choice View Farm	2001	Dresden	Lincoln	16.3	16.3	0.0	DIFW	fee	-
Crooked Farm	2001	Bristol	Lincoln	130.0	125.0	5.0	DACF-BPL	fee & ease	PA
Lake George Regional Park	2001	Canaan	Somerset	36.7	36.7	0.0	DACF-BPL	fee	-
Little Pond Acquisition	2001	Franklin	Hancock	882.0	882.0	0.0	DACF-BPL	fee	-
Kennebec Highlands Project	2001-2004	Mount Vernon, New Sharon, Rome, Vienna	Kennebec & Franklin	5,993.8	5,993.8	0.0	DACF-BPL	fee	-
Black Brook Preserve	2002	Windham	Cumberland	105.0	105.0	0.0	DACF-BPL	fee	PA
Blackstrap Hill	2002	Falmouth	Cumberland	285.0	285.0	0.0	DACF-BPL	fee	PA
Boothbay Harbor Wetlands	2002	Boothbay Harbor	Lincoln	65.8	65.8	0.0	DIFW	fee	PA
Bradbury Pineland Corridor	2002	Pownal	Cumberland	42.0	42.0	0.0	DACF-BPL	fee	-
Brunswick to the Ocean Trail	2002	Brunswick	Cumberland	100.5	100.5	0.0	DACF-BPL	fee	PA
Denny's River	2002	Cooper & Meddybemps	Washington	1,058.0	1,058.0	0.0	DACF-BPL	fee	-
Devil's Head	2002-2003	Calais	Washington	319.0	319.0	0.0	DACF-BPL	fee	PA
Florida Lake	2002	Freeport	Cumberland	150.8	147.8	3.0	DACF-BPL	fee & ease	PA
Jugtown Plains	2002	Casco, Naples, Ous	Cumberland & Oxford	3,281.0	0.0	3,281.0	DACF-BPL	ease	-

Completed C&R Project Name	Year	Town	County	Acres Total	Acres Fee	Acres Ease	Agency	State Interest	Locally Held (PA)*
Morong Cove Acquisition	2002	Lubec	Washington	136.0	136.0	0.0	DACF-BPL	fee	-
Tinker Island	2002	Tremont & Blue Hill Bay	Hancock	225.0	225.0	0.0	DACF-BPL	fee	PA
Mt. Abraham	2001-2004	Mt Abraham, Salem	Franklin	6,317.0	6,317.0	0.0	DACF-BPL	fee	-
Mt Blue/ Tumbledown	2001-2004	T6 NW, Weld, others	Franklin	12,953.5	12,953.5	0.0	DACF-BPL	fee	-
Presumpscot River Preserve	2002	Portland & Falmouth	Cumb	103.0	103.0	0.0	DACF-BPL	fee	PA
Robinson Woods	2002	Cape Elizabeth	Cumb	81.3	81.3	0.0	DACF-BPL	fee	PA
Trufant-Summerton	2002	Harpswell	Cumb	99.0	99.0	0.0	DACF-BPL	fee	PA
Whaleboat Island	2002	Harpswell	Cumb	125.0	125.0	0.0	DACF-BPL	fee	PA
Beech Hill	2003	Rockport	Knox	195.0	195.0	0.0	DOC & AG	fee	PA
Ferry Beach State Park	2003	Saco	York	5.8	5.8	0.0	DACF-BPL	fee	-
Flag Island	2003	Harpswell	Cumberland	26.2	26.2	0.0	DACF-BPL	fee	-
Frenchman's Hole	2003	Riley Township	Oxford	385.0	385.0	0.0	DACF-BPL	fee	-
Leavitt Plantation Forest	2003	Parsonsfield	York	8603.0	0.0	8603.0	DACF-BPL	ease	-
Mattawamkeag Lake	2003	T4-R3 WELS	Aroostook	3,216.0	190.0	3,026.0	DACF-BPL	fee & ease	-
Machias River - Phase I	2003	Multiple	Wash	13,177.0	5,772.0	7,405.0	DACF-BPL	fee & ease	-
Newport-Dover Foxcroft Rail Trail	2003	Newport, Corinna, Dexter, Sangerville, Dover-Foxcroft	Pisc/Penob	261.3	260.3	1.0	DACF-BPL	fee & ease	-
Page Farm	2003	Drew Plant & Kingman Twp	Penob	1,204.0	1,204.0	0.0	DIFW	fee	-
Skolfield Farm	2003	Harpswell	Cumb	19.0	19.0	0.0	DACF-BPL	fee	PA
West Branch Phase I	2003	Multiple	Som	46,985.0	46,985.0	0.0	DACF-BPL	fee	-
Camden Hills State Park	2004	Camden, Lincolnville	Knox	48.9	48.9	0.0	DACF-BPL	fee	-
Crowley Island	2004	Addison	Wash	183.0	183.0	0.0	DIFW	fee	PA
Downeast Lakes Phase I	2004	TWP 3, Northern Division BPP	Wash	11,748.0	11,748.0	0.0	DACF-BPL	fee	PA
Hooper Pond	2004	Green	Androscoggin	143.1	143.1	0.0	DIFW	fee	PA
Indian Point	2004	Ellsworth	Hancock	13.0	13.0	0.0	DACF-BPL	fee	PA
Killick Pond - Gannet Tract	2004	Hollis	York	91.0	91.0	0.0	DIFW	fee	-
Marshall Island Phase I	2004	Jencho Bay (Unorg.Ter.)	Hancock	678.0	678.0	0.0	DACF-BPL	fee	PA
Mount A to the Sea - Davis	2004	York	York	296.0	296.0	0.0	DIFW	fee	PA
Parker Pond	2004	Fayette	Kenn	99.0	99.0	0.0	DACF-BPL	fee	PA
Sawyer Mountain Highlands	2004	Limington	York	383.1	383.1	0.0	DIFW	fee	PA
Sprague Pond	2004	Phippsburgh	Sagadahoc	64.0	64.0	0.0	DACF-BPL	fee	PA
River Link Phase I (3 parcels)	2004-5	Edgecomb, Newcastle	Lincoln	161.0	161.0	0.0	DIFW	fee	PA
Seboeis Lake	2004	Lakeview Plantation	Pisc	789.0	789.0	0.0	DACF-BPL	fee	-
Spednic/St.Croix	2004	various	Wash	2,773.0	2,773.0	0.0	DACF-BPL/ DIFW	fee	-
BARR Rail Trail Phase II	2005	various	Aroos	455.1	455.1	0.0	DACF-BPL	fee	-
Caribou Bog- Penjajwoc - Phase I	2005	Bangor, Veazie, Orono, Old Town, Alton, Hudson	Penob	964.5	964.5	0.0	DIFW	fee	-
Crowley Island Phase II	2005	Addison	Wash	100.0	100.0	0.0	DACF-BPL	fee	-
Downeast Lakes Phase II	2005	TWP 6, Northern Division BPP	Wash	15,250.0	15,250.0	0.0	DACF-BPL	fee	PA
Greater Mt. Agamenticus	2005	South Berwick	York	212.9	212.9	0.0	DACF-BPL	fee	-
Kennebunkport Greenbelt	2005	Kennebunkport	York	324.0	324.0	0.0	DACF-BPL	fee	PA
Lower Kennebec Estuary Ph II	2005-6	Bowdoinham, Phippsburg	Sagadahoc	241.0	241.0	0.0	DACF-BPL	fee	-
Mowry Beach	2005	Lubec	Wash	48.0	48.0	0.0	DIFW	fee	PA
Pike Lands Acquisition	2005	Lubec	Wash	128.0	92.0	36.0	DACF-BPL	ease	PA
Royal River Estuary - Phase 2	2005	Yarmouth	Cumb	13.2	13.2	0.0	DACF-BPL	fee	PA

Completed C&R Project Name	Year	Town	County	Acres Total	Acres Fee	Acres Ease	Agency	State Interest	Locally Held (PA)*
Sawyer Mt. Highlands	2005	Limerick, Limington	York	391.0	391.0	0.0	DIFW	fee	PA
Schoodic Bog, Ph I	2005	Sullivan	Hancock	500.0	500.0	0.0	DACF-BPL	fee	PA
Schoodic Bog Ph I -Amendment - Dunbar parcel	2013	Sullivan	Hancock	65.0	65.0	0.0	DACF-BPL	fee	PA
Katahdin Forest Project	2006	var. unorganized	Piscataquis/Penobscot	194,751.0	0.0	194,751.0	DACF-BPL	ease	-
Machias River Phase II	2006	T35 MD, T36 MD, T41 MD, T42 MD, T43 MD	Hancock/Washington	7,630.0	7,630.0	0.0	DACF-BPL	fee	-
Quarry Woods & Wetland	2006	Freeport	Cumberland	34.8	0.0	34.8	DACF-BPL	ease	PA
Sabbathday Lake - Conservation	2006	New Gloucester, Poland	Androscoggin/Cumberland	0.0	0.0	0.0	DACF-BPL	ease	PA
Additions to WMA's Phase I									-
Hicks parcel	2006	Newfield	York	59.3	59.3	0.0	DIFW	fee	-
Clark parcel	2007	Augusta, Vassalboro	Kennebec	79.7	79.7	0.0	DIFW	fee	-
Appleton Preserve	2007	Appleton	Knox	128.0	128.0	0.0	DACF-BPL	fee	PA
Bald & Ragged Mountains							DACF-BPL		-
Brown parcel	2007	Rockport	Knox	105.4	105.4	0.0	DACF-BPL	fee	PA
Twitchell parcel	2012	Rockport	Knox	9.2	9.2	0.0	DACF-BPL	fee	PA
Dickey parcel	2007	Camden	Knox	11.0	11.0	0.0	DACF-BPL	fee	PA
Gates parcel	2007	Hope	Waldo	97.0	97.0	0.0	DACF-BPL	fee	PA
Wright parcel	2007	Lincolntonville	Waldo	68.0	68.0	0.0	DACF-BPL	fee	PA
Camden Hills	2007	Lincolntonville	Waldo	148.0	148.0	0.0	DACF-BPL	fee	-
Crystal Spring	2007	Brunswick	Cumberland	see farm	0.0	see farm	DACF-BAFRR	ease	PA
Grafton Notch	2007	Grafton TWP	Oxford	3,688.0	3,688.0	0.0	DACF-BPL	fee	
Height of Land	2007	Township D	Franklin	500.0	500.0	0.0	DACF-BPL	fee	PA
Katahdin Iron Works	2007	Bowdoin College Grant East & West, T7 R9 NWP	Piscataquis	37,000.0	0.0	37,000.0	DACF-BPL	ease	-
The Lord Parcel	2007	Wells	York	2.5	2.5	0.0	WNERR	fee	PA
Maquoit Bay	2007	Brunswick	Cumberland	126.0	126.0	0.0	DACF-BPL	fee	PA
Mitchell - Ledge	2007	Freeport	Cumberland	see farm	0.0	see farm	DACF-BAFRR	ease	PA
Greater Pleasant Bay	2007 - 2012	Steuben, Harrington	Washington	224.0	224.0	0.0	DIFW	fee	PA
Tibbett Island	2007	Addison	Washington	23.0	23.0	0.0	DIFW	fee	-
Willard Point	2012	Harrington	Washington	127.0	127.0	0.0	DACF-BPL	fee	-
Rumford Whitecap	2007	Rumford	Oxford	761.0	761.0	0.0	DACF-BPL	fee	PA
Sucker Brook	2007	Lovell	Oxford	210.0	210.0	0.0	DACF-BPL	fee	PA
Tatnic Turtle Corridor									-
Allen Parcels	2007	South Berwick	York	65.0	65.0	0.0	DIFW	fee	PA
Smith	2009	South Berwick	York	20.0	20.0	0.0	DIFW	fee	PA
Turner Cove	2007	Turner	Androscoggin	326.0	326.0	0.0	DACF-BPL	fee	-
Wells Conservaton Lands, McLatchey Stevens parcel	2007	Wells	York	16.1	16.1	0.0	DACF-BPL	fee	PA
Bradbury-Pineland Corridor	2004-2008						DACF-BPL		-
	2004	Pownal	Cumberland	284.4	237.3	47.1	DACF-BPL	fee	-
	2005	Pownal	Cumberland	40.6	27.0	13.6	DACF-BPL	fee	-
Sweetser	2007	Pownal	Cumberland	16.0	16.0	0.0	DACF-BPL	fee	-
MATCH - Wentworth	2008	Pownal	Cumberland	5.0	0.0	5.0	DACF-BPL	fee	-
Sebago Headwaters Preserve	2003-2007								-
Verrill parcel	2007	Bridgton	Cumberland	110.2	110.2	0.0	DACF-BPL	fee	PA
K&W parcel	2005	Sebago	Cumberland	5.2	5.2	0.0	DACF-BPL	fee	PA

Completed C&R Project Name	Year	Town	County	Acres Total	Acres Fee	Acres Ease	Agency	State Interest	Locally Held (PA)*
Parker parcel	2005	Bridgton	Cumberland	42.4	42.4	0.0	DACF-BPL	fee	PA
Lee-Manposita Farm parcel	2004	Bridgton	Cumberland	118.0	118.0	0.0	DACF-BPL	fee	PA
Webster Jones parcel	2003	Bridgton	Cumberland	52.0	52.0	0.0	DACF-BPL	fee	PA
Bald & Ragged Mountains Phase II Connector	2008	Rockport	Knox	18.7	18.7	0.0	DACF-BPL	fee	PA
Colonial Pemaquid	2008	Bristol	Lincoln	0.3	0.3	0.0	DACF-BPL	fee	-
Dead River Corridor	2008	T3R4, T3R5, Lower Enchanted, West Forks	Somerset	1,643.0	0.0	1,643.0	DACF-BPL	ease	PA
Kennebec River Estuary	2008-2011								-
Wallentine parcel	2008	Bowdoinham	Sagadahoc	89.6	0.0	89.6	DIF-W	ease	-
Lund parcel	2009	Woolwich	Sagadahoc	100.0	100.0	0.0	DIF-W	fee	-
Robinson East	2010	Topsham	Sagadahoc	41.0	41.0	0.0	DIF-W	fee	-
Berry parcel	2010	Woolwich	Sagadahoc	37.0	37.0	0.0	DIF-W	fee	-
Bouscaren parcel	2010	Topsham	Sagadahoc	38.0	38.0	0.0	DIF-W	fee	-
Dyer parcel	2010	Bowdoinham	Sagadahoc	40.0	40.0	0.0	DIF-W	fee	-
Wilson	2011	Georgetown	Sagadahoc	160.0	0.0	160.0	DIF-W	ease	-
MATCH - Cote parcel	2008	Bowdoinham	Sagadahoc	26.9	26.9	0.0	DIF-W	fee	-
MATCH - Stanton parcel	2008	Woolwich	Sagadahoc	38.0	38.0	0.0	DIF-W	fee	-
March-Steen parcel	2009	Bowdoinham	Sagadahoc	25.9	25.9	0.0	DIF-W	fee	-
MATCH-Wallace parcel	2009	Woolwich	Sagadahoc	70.7	70.7	0.0	DIF-W	fee	-
MATCH - Rudolph Lowell parcel	2008	Bowdoinham	Sagadahoc	31.6	31.6	0.0	DIF-W	fee	-
MATCH- Robinson West parcel	2010	Topsham	Sagadahoc	55.0	55.0	0.0	DIF-W	fee	-
Bog Brook & Moose Cove									-
Mountains & Meadows	2008	Cutler	Wash	501.0	0.0	501.0	DACF-BPL	ease	PA
Bog Brook Farm Cove Cutler	2008	Cutler, Trescott	Wash	270.0	0.0	270.0	DACF-BPL	ease	PA
Riverlink Phase II							DACF-BPL		-
Church parcel	2006	Edgecomb	Lincoln	104.0	104.0	0.0	DACF-BPL	fee	PA
Garber	2008	Newcastle	Lincoln	26.0	26.0	0.0	DACF-BPL	fee	PA
Ripley	2012	Edgecomb	Lincoln	69.0	69.0	0.0	DACF-BPL	fee	PA
MATCH - O'Brien parcel	2008	Newcastle	Lincoln	21.0	21.0	0.0	DACF-BPL	fee	PA
Pigeon Hill							DACF-BPL		-
Rice parcel	2008	Steuben	Washington	34.0	34.0	0.0	DACF-BPL	fee	PA
Sawyer parcel	2009	Steuben	Washington	17.0	17.0	0.0	DACF-BPL	fee	PA
Wabassus Lake Project	2008	T42 & 43 BPP	Wash	6,628.0	6,628.0	0.0	DACF-BPL	fee	PA
Caribou Bog - Penjajwoc Marsh Phase II									-
Molean Parcel	2008	Bangor	Penobscot	28.4	28.4	0.0	DACF-BPL	fee	PA
Kelly parcel	2008	Bangor	Penobscot	52.0	52.0	0.0	DACF-BPL	fee	PA
Sewall parcel	2009	Bangor	Penobscot	850.0	850.0	0.0	HPW	fee	PA
Hsu parcel	2005	Orono	Penobscot	30.0	30.0	0.0	DACF-BPL	fee	PA
MATCH - Newman parcel	2005	Orono	Penobscot	4.0	4.0	0.0	DACF-BPL	fee	PA
Amherst Mountains	2009	Amherst	Hancock	4,974.0	4,974.0	0.0	DACF-BPL	fee	-
Four Season Trail Assn	2009	Madawaska	Aroostook	46.0	46.0	0.0	DACF-BPL	fee	PA
Expanding Wildlife Management Area									-
Scarborough Marsh - Gervais parcel	2009	Scarborough	Cumberland	46.0	46.0	0.0	DIF-W	fee	-
Morgan Meadow - Meier parcel	2010	Raymond	Cumberland	19.0	19.0	0.0	DIF-W	fee	-

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Morgan Meadow - Tripp parcel	2010	Raymond	Cumberland	20.0	20.0	0.0	DIFW	fee	-
James parcel	2010	Newfield	York	85.0	85.0	0.0	DIFW	fee	-
Maloney	2012	Gray	Cumberland	100.0	100.0	0.0	DIFW	fee	-
Delogue	2012	TAR2WELS Tp	Aroostook	100.0	100.0	0.0	DIFW	fee	-
Merrill parcel I	2012	Gray	Cumberland	20.0	20.0	0.0	DIFW	fee	-
Merrill parcel II	2012	Casco	Cumberland	64.0	64.0	0.0	DIFW	fee	-
Federal Harbor (Phase II Horan Head)									
Lyons parcel	2009	Lubec	Washington	93.0	93.0	0.0	DIFW	fee	-
Black Head parcel	2013	Lubec	Washington	100.0	100.0	0.0	DIFW	fee	-
Fields & Forests (Conservation) - Perkins Backland	2009	Unity & Albion	Waldo & Kennebec	see farm	0.0	see farm	DACF-BAFRR	ease	PA
Head of Estuaries	2009-2010								-
Meadow Brook - Kennedy	2010	Jonesport	Washington	254.0	254.0	0.0	DIFW	fee	PA
Long Creek Point	2009	Jonesboro	Washington	12.0	12.0	0.0	DIFW	fee	PA
Boncore	2009	Jonesboro	Washington	160.0	160.0	0.0	DIFW	fee	PA
Cormo & Bernstein	2009	Jonesboro	Washington	80.0	80.0	0.0	DIFW	fee	PA
Rowse	2009	Jonesport	Washington	5.0	5.0	0.0	DIFW	fee	PA
MATCH - Adler	2009	Addison	Washington	86.0	86.0	0.0	DIFW	fee	-
Outward Bound	2009	Addison	Washington	40.0	40.0	0.0	DIFW	fee	PA
Redmarker	2010	Addison	Washington	4.7	4.7	0.0	DIFW	fee	-
Heart of the Watershed - Barth parcels	2009	Newcastle & Alna	Lincoln	184.0	184.0	0.0	DIFW	fee	PA
Highland Farm	2009	York	York	151.0	151.0	0.0	DACF-BPL	fee	PA
Kennebec Highlands Expansion									-
DiStefano	2009	New Sharon	Franklin	106.0	106.0	0.0	DACF-BPL	fee	-
Krause III	2009	Vienna	Kennebec	29.0	29.0	0.0	DACF-BPL	fee	-
MATCH Krause I parcel	2009	Vienna	Kennebec	45.0	45.0	0.0	DACF-BPL	fee	-
MATCH Kelley	2009	Vienna	Kennebec	77.0	77.0	0.0	DACF-BPL	fee	-
MATCH Chalaby	2009	Vienna	Kennebec	19.0	19.0	0.0	DACF-BPL	fee	-
MATCH Gordon	2009	Vienna	Kennebec	133.0	133.0	0.0	DACF-BPL	fee	-
MATCH Krause	2009	Vienna	Kennebec	45.0	45.0	0.0	DACF-BPL	fee	-
MATCH Goucher	2009	Vienna	Kennebec	180.0	180.0	0.0	DACF-BPL	fee	-
Lankletter	2011	New Sharon	Franklin	265.0	0.0	265.0	DACF-BPL	ease	PA
Libby Hill - Gray	2009	Gray	Cumberland	29.0	29.0	0.0	DACF-BPL	fee	PA
Moose River - #5 Bog	2009	T4 R7, T6 R7, T54 R7	Somerset	15,000.0	15,000.0	0.0	DACF-BPL	fee	-
Pleasant Mountain Preserve							DACF-BPL		-
Shawnee Peak Holding parcel	2009	Bridgton	Cumberland	61.4	61.4	0.0	DACF-BPL	fee	PA
Pleasant Mountain Farm parcel	2010	Denmark	Oxford	350.0	350.0	0.0	DACF-BPL	fee	PA
Saco River Indian Cellar	2009	Hollis	York	82.0	82.0	0.0	DACF-BPL	fee	PA
Schoodic Trail Connector, (Schoodic Bog Phase II)	2009	Sullivan	Hancock	253.0	253.0	0.0	DACF-BPL	fee	PA
South Pond Conservation	2009	Buckfield	Oxford	14.0	14.0	0.0	DIFW	fee	PA
Stowe Mountain (Grafton)	2009	Newry	Oxford	3,360.0	0.0	3,360.0	DACF-BPL	fee	-
The Basin, Vinalhaven - Swanson property	2009	Vinalhaven	Knox	40.0	40.0	0.0	DACF-BPL	fee	PA
Roberts Farm	2009	Norway	Oxford	151.0	151.0	0.0	DACF-BPL	fee	PA
Roberts Farm- Homestead parcel	2011	Norway	Oxford	2.0	2.0	0.0	DACF-BPL	fee	PA

Completed C&R Project Name	Year	Town	County	Acres Total	Acres Fee	Acres Ease	Agency	State Interest	Locally Held (PA)*
Seboeis Unit Additions- Northwest Pond	2009	T4R9	Piscataquis	2,256.0	2,256.0	0.0	DACF-BPL	fee	-
Androscoggin River Park - Dupuis - Turner parcel	2010	Turner	Androscoggin	87.0	87.0	0.0	DACF-BPL	fee	PA
Bog Brook Moose Cove - Moose Cove III	2010	Trescott	Washington	50.0	50.0	0.0	DACF-BPL	fee	PA
Branch Lake Conservation Project	2010	Ellsworth	Hancock	1,164.0	0.0	1,164.0	DACF-BPL	ease	PA
Caribou Bog - Penajawoc Marsh Phase III							DACF-BPL		
Benson parcel	2010	Bangor	Penobscot	43.0	43.0	0.0	DACF-BPL	fee	PA
Woods of Maine parcel	2010	Bangor	Penobscot	43.0	43.0	0.0	DACF-BPL	fee	PA
Central Falmouth Conservation Corridor									-
Dictar parcel	2010	Falmouth	Cumberland	94.5	94.5	0.0	DACF-BPL	fee	PA
Old Route 202 Associates parcel	2010	Falmouth	Cumberland	4.0	4.0	0.0	DACF-BPL	fee	PA
Stiles Lot	2010	Falmouth	Cumberland	20.0	20.0	0.0	DACF-BPL	fee	PA
Stiles & Terison parcel	2010	Falmouth	Cumberland	17.0	17.0	0.0	DACF-BPL	fee	PA
Philmoor parcel	2010	Falmouth	Cumberland	10.0	10.0	0.0	DACF-BPL	fee	PA
Harriman parcel	2010	Falmouth	Cumberland	30.0	30.0	0.0	DACF-BPL	fee	PA
MATCH - Town Forest	2010	Falmouth	Cumberland	21.0	0.0	21.0	DACF-BPL	fee	PA
MATCH - Paddock Way	2010	Falmouth	Cumberland	11.0	0.0	11.0	DACF-BPL	fee	PA
MATCH - Community Park Land	2010	Falmouth	Cumberland	30.0	0.0	30.0	DACF-BPL	fee	PA
Extending Dennys River Corridor	2010	Meddybemps	Washington	50.5	50.5	0.0	DMR	fee	-
Great Pond Lower Penobscot - Madden parcel	2010	Bradley	Penobscot	77.2	77.2	0.0	DACF-BPL	fee	-
Hunter Cove	2010	Rangeley	Franklin	172	172	0.0	DACF-BPL	fee	PA
Killick Pond - Crossman Parcel	2010	Hollis	York	51.5	51.5	0.0	DIFW	fee	-
Lagrange Multi-Use Trail	2010	Lagrange, Medford	Piscataquis, Penobscot	136	136	0.0	DACF-BPL	fee	-
Northern Headwaters Preserve	2010	Monrville	Waldo	410.0	410.0	0.0	DACF-BPL	fee	PA
Piney Knoll	2010	Orono	Penobscot	20.5	20.5	0.0	DACF-BPL	fee	PA
River Rise Farm I - Forest	2010	Turner	Androscoggin	84.0	0	84.0	DACF-BPL	ease	-
Archaeological Dresden Phase I	2011	Dresden	Lincoln	14.2	14.2	0.0	MHPC	fee	-
Archaeological Dresden Phase II	2012	Dresden	Lincoln	4.0	4.0	0.0	MHPC	fee	PA
Pisgah Hill									-
Hobson parcel	2011	New Gloucester	Cumberland	102.0	102.0	0.0	DACF-BPL	fee	PA
Arbuckle parcel	2011	New Gloucester	Cumberland	45.0	45.0	0.0	DACF-BPL	fee	PA
MATCH - Powers parcel	2011	New Gloucester	Cumberland	10.0	0.0	10.0	DACF-BPL	ease	PA
Millinocket Forest									
Sandy Stream (aka Millinocket Forest) tract	2011	T2 R8 WELS	Penobscot	5,061.0	5,061.0	0.0	DACF-BPL	fee	-
Mud Brook (aka Hunt Farm) tract	2011	T3 R7 WELS	Penobscot	2,849.0	0.0	2,849.0	DACF-BPL	ease	-
Clark Farm & Forest Phase I	2011	Windham	Cumberland	see farm	0.0	see farm	DACF -BAFRR	ease	PA
Camden Hills State Park-Dunning	2012	Camden	Knox	69.0	69.0	0.0	DACF-BPL	fee	-
Hackers Hill	2012	Casco	Cumberland	26.9	26.9	0.0	DACF-BPL	fee	PA
Kennebec Estuaries - Phase III									
Lamoreau parcel	2012	Bowdoinham	Sagadahoc	68.0	68.0	0.0	DIFW	fee	-
Lenna parcel	2012	Bowdoinham	Sagadahoc	147.4	147.4	0.0	DIFW	fee	-
Gorman parcel (match)	2012	Bowdoinham	Sagadahoc	39.6	39.6	0.0	DIFW	fee	-
Sebois Lake South	2012	Lake View Plt	Piscataquis	5,741.0	5,741.0	0.0	DACF-BPL	fee	
Sipp Bay Gateway	2012	Perry	Washington	16.0	16.0	0.0	DIFW	fee	PA

Completed C&R Project Name	Year	Town	County	Acres Total	Acres Fee	Acres Ease	Agency	State Interest	Locally Held (PA)*
West Grand Lake	2012	Grand Lake Stream T6 ND BPP	Washington	21,870.0	0.0	21,870.0	DACF-BPL	ease	PA
Crocker Mountain	2013	Carrabassett Valley & Mt Abraham Twp	Franklin	12,046.0	12,046.0	0.0	DACF-BPL	fee	-
Pleasant Bay Wildlife Management Area									
Oscar Pond North parcel	2013	Addison	Washington	49.2	49.2	0.0	DIFW	fee	-
Sousa property	2013	Burnham	Waldo	199.8	199.8	0.0	DIFW	fee	-
Expanding Androscoggin River Greenway	2014	Canton	Oxford	923.1	923.1	0.0	DACF-BPL	fee	PA
Expanding Androscoggin River Greenway	2014	Jay	Franklin	162.4	162.4	0.0	DACF-BPL	fee	PA
(Match land)	2014	Jay	Franklin	29.4	29.4	0.0	DACF-BPL	fee	-
Orbeton Stream	2014	Madrid	Franklin	5,332.0	0.0	5,332.0	DACF-BPL	ease	

Draft Acreage TOTALS

578,358.7 261,872.6 316,486.1

NOTE:

* PA = LMF Project Agreement w/ a Cooperating Entity which is typically a land trust or municipality.

Ease. = conservation easement

ASC = ME Atlantic Salmon Commission
WNERR = Wells Natural Estuarine Research Reserve

DMR = ME Department of Marine Resources
DACF-BPL = ME Department of Agriculture Conservation & Forestry, Bureau of Parks & Lands

DACF-BAFRR = ME Department of Agriculture Conservation & Forestry, Bureau of Agriculture Food & Rural Resources

DIFW = ME Department of Inland Fisheries & Wildlife

MHPC = ME Historic Preservation Commission

SUMMARY - LMF C&R Projects 1987-2014		Total	Fee	Ease
Maine County Breakdown	Project #	Acres	Acres	Acres
Androscoggin	7	2,927.1	2,843.1	84.0
Aroostook	8	6,668.5	3,642.5	3,026.0
Cumberland	31	7,684.4	4,031.9	3,639.5
Franklin	10	40,044.8	34,297.8	5,747.0
Hancock	14	47,175.0	23,320.0	23,855.0
Kennebec	5	7,250.5	7,250.5	0.0
Knox	9	669.4	669.4	0.0
Lincoln	11	1,303.6	1,298.6	5.0
Oxford	14	10,531.1	6,725.1	3,806.0
Penobscot	11	16,906.6	14,057.6	2,849.0
Piscataquis	8	271,290.3	39,538.3	231,752.0
Sagadahoc	7	2,609.7	2,263.6	346.1
Somerset	5	63,918.7	62,275.7	1,643.0
Waldo	7	1,213.8	1,213.8	0.0
Washington	31	83,847.4	52,764.4	31,083.0
York	24	14,317.5	5,667.5	8,650.0
TOTALS	202	578,358	261,860	316,486

Water Access 2000 -2014	Year			Acres			State Sponsorin g	State	Locally	Shore	
Completed Project Name	Complete d	Town	County	Tota l	Fe e	Ease	Agency	Interest	Held (PA) *	Type	(Miles)
Round Pond "The Pines"	2000	Livermore	Androscoggin	18.9	18.9	0.0	ME DIFW	fee	n/a	Pond	0.3
Presumpscot River Bridge Site	2001	Falmouth	Cumberland	4.4	4.4	0.0	ME DACF	fee	PA - Town of Falmouth	River	0.19
Jacob Buck Pond	2001	Bucksport	Hancock	2.5	2.5	0.0	ME DIFW	fee	n/a	Pond	0.043
Kennebec - Shawmut	2001	Fairfield	Kennebec	32.8	32.8	0.0	ME DIFW	fee	n/a	River	0.5
Clary Lake	2001	Jefferson	Lincoln	5.0	5.0	0.0	ME DIFW	fee	n/a	Lake	0.4
Middle Bay - Mere Point	2002	Brunswick	Cumberland	5.5	5.5	0.0	ME DIFW	fee	n/a	Coast	0.075
Tidal Falls Acquisition	2002	Hancock	Hancock	4.0	4.0	0.0	ME DACF	fee	n/a	Coast	0.20
Kennebec- Gardiner	2002	Town of Hancock	Kennebec	1.9	1.9	0.0	ME DACF	ease	n/a	Coast	0.28
Bear River Rips	2002	Gardiner	Kennebec	1.9	1.9	0.0	ME DACF	fee	PA - Town of Gardiner	Tidal River	0.28
Pettegrow Beach	2002	Hanover	Oxford	4.7	4.7	0.0	ME DACF	fee	PA	River	0.11
Pocomoonshine Lake	2002	Machiasport	Washington	1.8	1.8	0.0	ME DACF	fee	PA - Town of Machiasport	Coast	0.06
Big Falls - Grand Lake Stream	2002	Washington	Washington	1.3	1.3	0.0	ME DIFW	fee	n/a	Lake	0.02
Presumpscot Falls	2002	Princeton	Washington	1.3	1.3	0.0	ME DIFW	fee	n/a	Stream	0.06
Mill Pond Park	2003	T27 ED BPP	Washington	0.6	0.6	0.0	ME DIFW	fee	n/a	Stream	0.06
Tibbets Pond	2003	Falmouth	Cumberland	4.0	4.0	0.0	ME DACF	fee	PA	River	0.32
Lambert Lake	2003	Swan's Island	Hancock	10.0	10.0	0.0	ME DACF	fee	PA - Town of Swans Island	Coast	0.15
Sheepscot Pond	2003	Concord TWP	Somerset	9.5	9.5	0.0	ME DIFW	fee	n/a	Pond	0.28
Worthley Pond	2003	Washington	Washington	6.2	6.2	0.0	ME DIFW	fee	n/a	Lake	0.05
Cold Rain Pond	2004	Lambert Lake	Waldo	6.2	6.2	0.0	ME DACF	fee	n/a	Pond	0.2
Worthley Pond	2004	Palermo	Cumberland	0.9	0.9	0.0	ME DIFW	ease	n/a	Pond	1.14
Schoodic Lake	2004	Naples	Oxford	192.0	192.0	0.0	ME DACF	fee	n/a	Pond	0.03
Patrick Lake	2004	Peru	Oxford	0.7	0.7	0.0	ME DACF	fee	n/a	Pond	0.03
Indian Lake	2004	Canton	Oxford	52.0	52.0	0.0	ME DACF	fee	n/a	River	0.24
Westport Island	2004	Piscataquis	Piscataquis	5.7	5.7	0.0	ME DIFW	fee	n/a	Lake	0.27
Prong Pond	2004	LakeView Plant	Washington	2.8	2.8	0.0	ME DACF	fee	n/a	Lake	0.075
Messalonskee Lake	2004	Marion Twp.	Washington	4.0	4.0	0.0	ME DIFW	fee	n/a	Lake	0.15
Coos Canyon	2005	Whiting	Lincoln	1.8	1.8	0.0	ME DACF	fee	PA - Town of Westport Island	Coast	0.04
Cupsuptic Lake Park	2006	Westport	Piscataquis	2.6	2.6	0.0	ME DIFW	fee	n/a	Pond	0.06
Sebec River Milo	2006	Greenville	Kennebec	1.4	1.4	0.0	ME DACF	fee	n/a	Lake	0.02
Attean Pond Lots	2006	Sidney	Oxford	9.0	9.0	0.0	ME DACF	fee	PA - Town of Byron	River	0.3
	2006	Adamstown TWP	Oxford	125.0	125.0	0.0	ME DACF	fee	PA	Lake	2.0
	2006	Milo	Piscataquis	49.0	49.0	0.0	ME DACF	fee	n/a	River	0.46
	2006	AtteanTWP	Somerset	6.0	6.0	0.0	ME DACF	fee	n/a	Lake	-

			Androscoggin		13.0	0	0.0	ME DACF		PA		0.30
Androscoggin River Park	2007	Lewiston	Androscoggin	13.0	0	0	0.0	ME DACF	fee		River	0.30
Turner Cove	2007	Turner	Hancock	see C&R	see C&R	see C&R	0.0	ME DACF	fee	n/a	River	1.7
Billings Pond	2007	Blue Hill	Kennebec	3.5	3.5	0.0	0.0	ME DIFW	fee	n/a	Pond	0.03
Belgrade Stream	2007	Mount Vernon	Somerset	4.0	4.0	0.0	0.0	ME DIFW	fee	n/a PA	Stream	0.26
Skowhegan Gorge	2007	Skowhegan		5.6	5.6	0.0	0.0	ME DACF	fee		River	0.16
Jasper Beach	2007	Machiasport	Washington	28.0	28.0	0.0	0.0	ME DACF	fee	PA - Town of Machiasport	Coast	0.17
Upper Cold Stream Pond	2008	Lincoln	Penobscot	1.6	1.6	0.0	0.0	ME DIFW	fee	n/a	Pond	0.02
Stillwater Orono	2008	Orono	Penobscot	0.5	0.5	0.0	0.0	ME DACF	fee	PA - Town of Orono	River	0.07
Lubec Salt Ponds	2008	Lubec	Washington	4.4	4.4	0.0	0.0	ME DIFW	fee	PA	Coast	0.10
Gordon's Wharf Sullivan	2009	Sullivan	Hancock	1.6	1.6	0.0	0.0	ME DACF	fee	PA - Town of Sullivan	Tidal River	0.16
Cathance Topsham	2009	Topsham	Sagadahoc	4.0	4.0	0.0	0.0	ME DACF	fee	PA - Town of Topsham	River	0.28
Seboomook Campground WA	2009	Seboomook Twp	Somerset	147.0	147.0	0.0	0.0	ME DACF	fee	n/a	Lake	1.0
Stockton Harbor	2009	Stockton Springs	Waldo	1.2	1.2	0.0	0.0	ME DACF	fee	PA - Town of Stockton Springs	inter-tidal/River	0.04
Brown's Pond	2010	Sebago	Cumberland	102	102	0.0	0.0	ME DACF	fee	n/a	Pond	0.44
Higgins Beach - Scarborough	2010	Scarborough	Cumberland	1.55	1.55	0.0	0.0	ME DACF	fee	PA - Town of Scarborough	Coast	0.08
Lily Pond	2010	Deer Isle	Hancock	6.4	6.4	0.0	0.0	ME DACF	fee	PA	Pond	0.10
Kilkenny Cove	2010	Hancock	Hancock	8.0	8.0	0.0	0.0	ME DACF	fee	PA	Coast	0.03
Androscoggin - 3 McCoy Parcels	2010	Bethel & Gilead	Oxford	43.0	43.0	0.0	0.0	ME DACF	fee	n/a PA	River	0.27
South Pond	2011	Buckfield	Oxford	1.4	1.4	0.0	0.0	ME DIFW	fee		Pond	0.1
Caribou Water Access	2012	Caribou	Aroostook	8.5	8.5	0.0	0.0	ME DIFW	fee	n/a	River	0.1
Frenchville Water Access	2012	Frenchville	Aroostook	3.0	3.0	0.0	0.0	ME DIFW	fee	n/a	River	0.1
Hunter Cove Water Access	2012	Rangeley	Franklin	1.0	0.0	1.0	0.0	ME DIFW	ease	n/a PA	Lake	0.05
Penobscot River, Orono Miller St.	2013	Orono	Penobscot	1.1	0.0	0.0	0.0	ME DACF	fee	PA	River	0.05
Penobscot River, Eddington	2013	Eddington	Penobscot	4.3	0.0	0.0	0.0	ME DACF	fee	PA	River	0.07

Totals				95	4.8	5.9						13.70
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NOTES:

* PA = LMF Project Agreement w/ a Cooperating Entity which is typically a land trust or municipality.

Ease. = Public access easement

ME DACF= ME Department of Agriculture, Conservation and Forestry
ME DIFW = ME Department of Inland Fisheries & Wildlife

SUMMARY - LMF Water Access Projects 2000 -2014		Total	Fee	Ease
Maine County Breakdown	Project #	Acres	Acres	Acres
Androscoggin	3	31.9	31.9	0.0
Aroostook	2	11.5	11.5	0.0
Cumberland	6	309.4	309.5	0.0
Franklin	1	1.0	0.0	1.0
Hancock	7	36.0	32.0	4.0
Kennebec	4	40.1	40.1	0.0
Knox	0	0.0	0.0	0.0
Lincoln	2	6.8	6.8	0.0
Oxford	7	235.8	235.8	0.0
Penobscot	4	7.5	7.5	0.0
Piscataquis	3	57.3	57.3	0.0
Sagadahoc	1	4.0	4.0	0.0
Somerset	4	168.1	168.1	0.0
Waldo	2	2.1	1.2	0.9
Washington	8	49.1	49.1	0.0
York	0	0.0	0.0	0.0
TOTALS	54	960.6	954.8	5.9

Farmland Conservation 1990-2014				Total	Acres	Acres	State Sponsoring	State	Locally
Completed Project Name	Year	Town	County	Acres	Fee	Easement	Agency	Interest	Held (PA) *
Alice Wheeler Farm	1990	Richmond	Sagadahoc	307.0	0.0	307.0	MEDACF-BAFRR	ease	-
Tide Mill Farm	1990	Edmunds Twp	Washington	1523.0	3.0	1520.0	MEDIFW	Fee & ease	-
Wilshire Farms	1996	Falmouth	Cumberland	183.0	0.0	183.0	MEDIFW	ease	-
Bowden Farm	2001	Blue Hill	Hancock	208.0	0.0	208.0	MEDACF-BAFRR	ease	-
Hiatt Farm (in original round of LMF \$3 Million Projects)	2001	Dresden	Lincoln	92.0	0.0	92.0	MEDACF-BAFRR	ease	-
Lakeside Orchards	2002	Manchester	Kennebec	188.9	0.0	188.9	MEDACF-BAFRR	ease	-
Lorio-Brayton Farm	2003	Penobscot	Hancock	116.0	0.0	116.0	MEDACF-BAFRR	ease	-
Beech Hill	2003	Rockport	Knox	see C & R	see C & R	0.0	MEDACF	fee	PA
Clarry Hill Phase I	2003	Waldoboro, Union	Knox	242.0	0.0	242.0	MEDACF-BAFRR	ease	-
Packard-Littlefield Farm	2004	Lisbon	Androscoggin	194.7	0.0	194.7	MEDACF-BAFRR	agric	PA
Meserve Farm Project	2004	Scarborough & Buxton	Cumb & York	434.3	0.0	434.3	MEDACF-BAFRR	ease	-
William Jordan Farm	2004	Cape Elizabeth	Cumberland	47.0	0.0	47.0	MEDACF-BAFRR	ease	-
Five Fields Farm	2005	Bridgton	Cumberland	205.0	0.0	205.0	MEDACF-BAFRR	agric	PA
Hanson Farm	2005	Sanford	York	283.7	0.0	283.7	MEDACF-BAFRR	agric	PA
Lower's Brook Farm	2005	Berwick, South Berwick	York	83.3	0.0	83.3	MEDACF-BAFRR	agric	PA
Sabbathday Lake - Agriculture	2006	New Gloucester, Poland	Cumberland/Andro.	1,635.0	0.0	1,635.0	MEDACF-BAFRR	agric	PA
Crystal Spring	2007	Brunswick	Cumberland	155.0	0.0	155.0	MEDACF-BAFRR	agric	PA
Mitchell Ledge	2007	Freeport	Cumberland	105.0	0.0	105.0	MEDACF-BAFRR	agric	PA
Fields & Forest - Hawes (Prairie Road)	2007	Unity	Waldo	163.8	0.0	163.8	MEDACF-BAFRR	agric	PA
Tibbetts Farm	2007	Berwick	York	259.5	0.0	259.5	MEDACF-BAFRR	agric	PA
Davis Farm (a/k/a Old Crow Farm)	2008	Durham	Androscoggin	70.0	0.0	70.0	MEDACF-BAFRR	agric	PA
Hallelujah Farm	2008	Lisbon	Androscoggin	169.9	0.0	169.9	MEDACF-BAFRR	agric	PA
Fields & Forest - Farm	Rudolph	2008	Unity	114.3	0.0	114.3	MEDACF-BAFRR	agric	PA
Fields & Forest - Dutton Farm	Smith-	2008	Unity	217.7	0.0	217.7	MEDACF-BAFRR	agric	PA
Fields & Forest - Perkins Backland	2009	Albion, Unity	Waldo, Kennebec	137.0	0.0	137.0	MEDACF-BAFRR	agric	PA
Noon Family Sheep Farm	2009	Sanford	York	72.0	0.0	72.0	MEDACF-BAFRR	agric	PA
River Rise Farm I	2010	Turner	Androscoggin	116.0	0.0	116.0	MEDACF-BAFRR	agric	PA
River Rise Farm II	2010	Turner	Androscoggin	128.0	0.0	128.0	MEDACF-BAFRR	agric	PA
Fields & Forest - Albion Bread Bakery Farm	2010	Albion	Kennebec	235.1	0.0	235.1	MEDACF-BAFRR	agric	PA
Kelley Farm	2010	Bowdoinham	Sagadahoc	84.0	0.0	84.0	MEDACF-BAFRR	agric	PA
Clark Farm & Forest Phase I	2011	Windham	Cumberland	217.4	0.0	217.4	MEDACF-BAFRR	agric	PA
King Hill Farm	2011	Penobscot	Hancock	84.5	0.0	84.5	MEDACF-BAFRR	agric	PA

Belle Vue Farm (formerly Kent's Hill Orchard)	2011	Readfield	Kennebec	91.6	0.0	91.6	MEDACF-BAFRR	agric. ease	PA
Meadow Brook Farm	2012	Fayette	Kennebec	256.0	0.0	256.0	MEDACF-BAFRR	agric. ease	PA
Marsh Field Farm	2012	Bowdoinham	Sagadahoc	59.0	0.0	59.0	MEDACF-BAFRR	agric. ease	PA
Fields & Forests - Cheeseman Farm	2012	Unity	Waldo	185.0	0.0	185.0	MEDACF-BAFRR	agric. ease	PA
Fields & Forest - Bog Road Farm	2013	Albion	Kennebec	412.0	0.0	412.0	MEDACF-BAFRR	agric. ease	PA
Winter Hill	2013	Freeport	Cumberland	49.0	0.0	49.0	MEDACF-BAFRR	agric. ease	PA
Randall Orchard	2014	Standish	Cumberland	278.2	0.0	278.2	MEDACF-BAFRR	agric. ease	PA
	2014	Gorham	Cumberland	18.0	0.0	18.0	same as above	incl. above	incl. above
match land	2014	Gorham	Cumberland	185.0	0.0	185.0	n/a	agric. ease	-
Ricker-Scammon Farm	2014	Topsham	Sagadahoc	110.5	0.0	110.5	MEDACF-BAFRR	agric. ease	PA

TOTALS (pgs. 1+2)

9,716.3 3.0 9,713.3

Note:

* PA = LMF Project Agreement with a Cooperating Entity. The Cooperating Entity is typically a land trust.

Ease. = Conservation easement

Agric. Ease. = Agricultural Conservation Easement

ME DACF-BAFRR = ME Department of Agriculture, Conservation and Forestry, Bureau of Agriculture, Food & Rural Resources

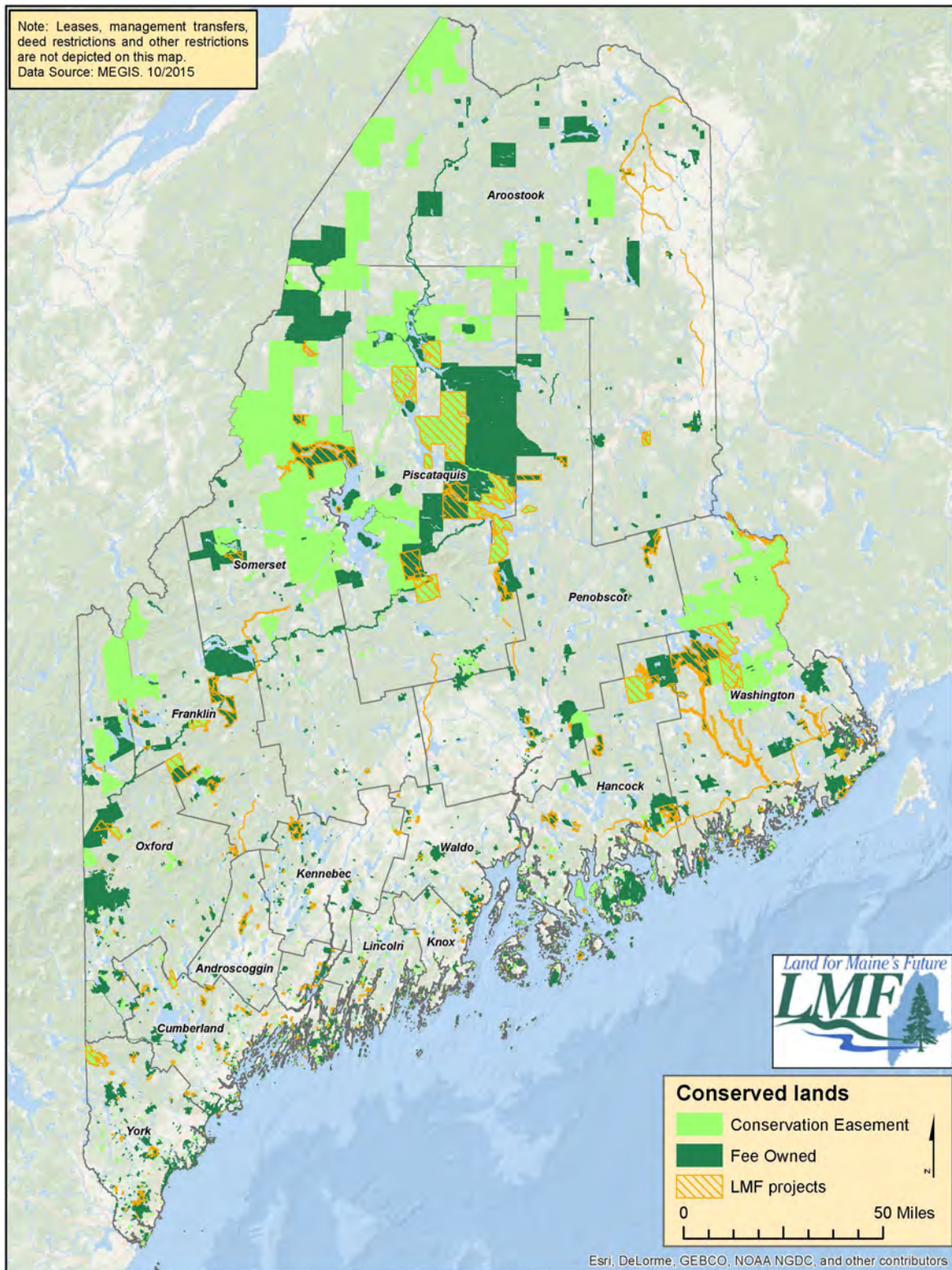
ME DIFW = ME Department of Inland Fisheries and Wildlife

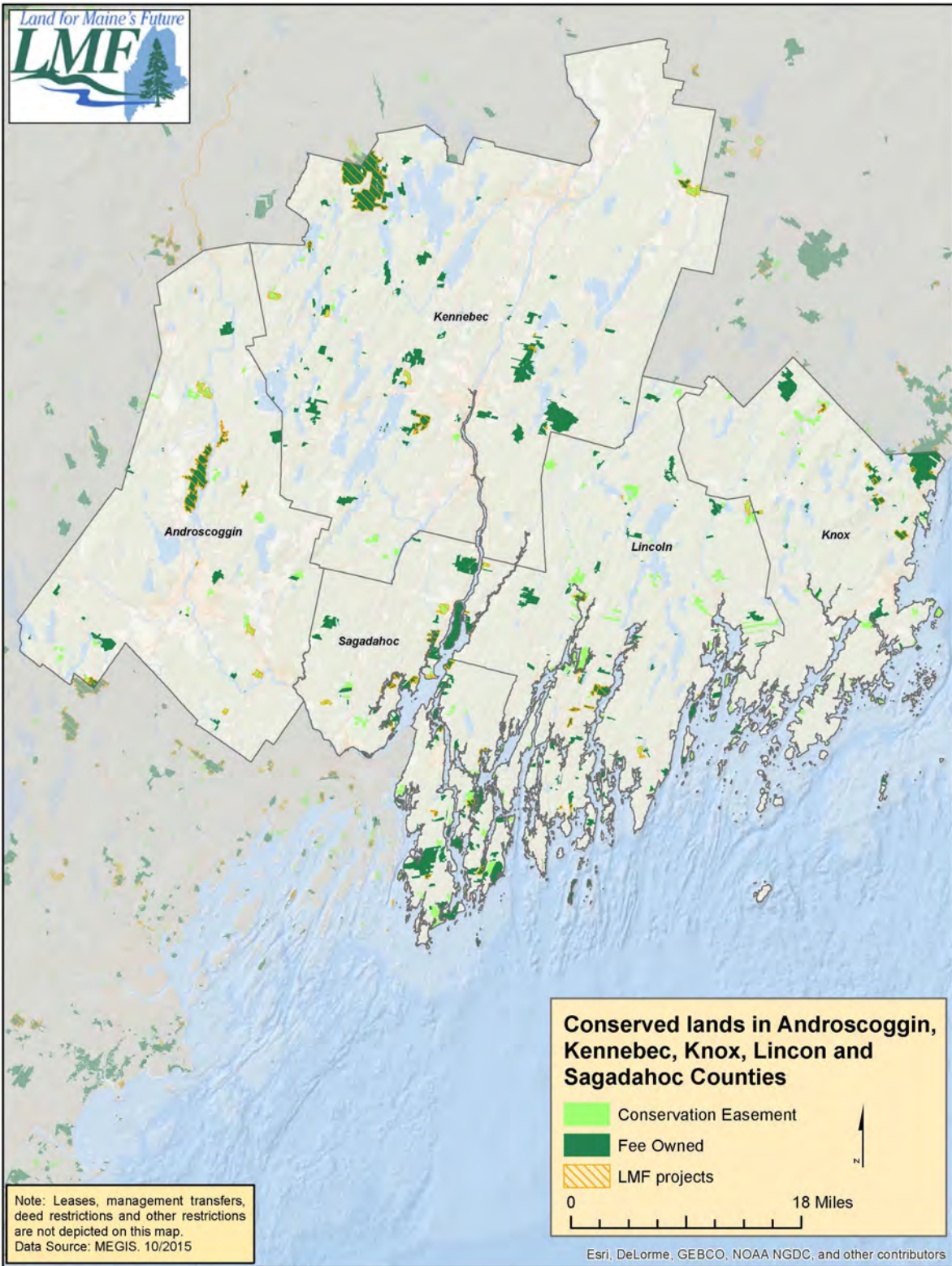
SUMMARY - LMF Farmland Conservation 1990-2014		Total Acres (rounded)	Fee Acres	Ease Acres
Maine County Breakdown	Project #			
Androscoggin	5	678.6	0	678.6
Aroostook	0	0.0	0	0.0
Cumberland	10	3,511.9	0	3,511.9
Franklin	0	0.0	0	0.0
Hancock	3	408.5	0	408.5
Kennebec	5	1,183.6	0	1,183.6
Knox	2	242.0	0	242.0
Lincoln	1	92.0	0	92.0
Oxford	0	0.0	0	0.0
Penobscot	0	0.0	0	0.0
Piscataquis	0	0.0	0	0.0
Sagadahoc	4	560.5	0	560.5
Somerset	0	0.0	0	0.0
Waldo	5	817.8	0	817.8
Washington	1	1,523.0	3	1,520.0
York	4	698.5	0	698.5
TOTALS	40	9,716	3	9,713

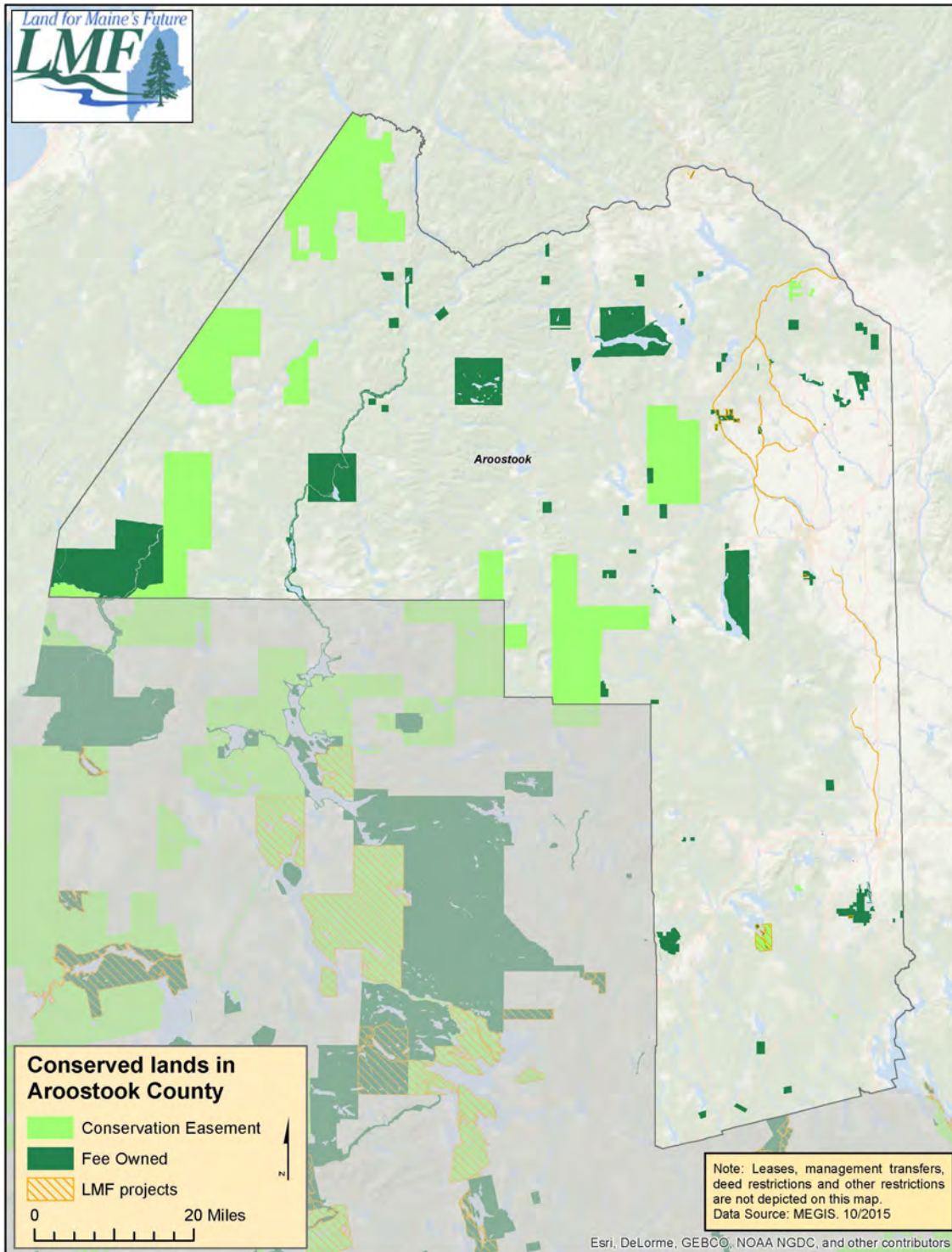
WORKING WATERFRONT 2008-2014				Total	Acres	Acres	State	Shore	Shore
Completed Project Name	Year	Town	County	Acres	Fee	Ease	Agency	Type	Frontage (Miles)
Holbrook's Wharf	2008	Harpswell	Cumberland	0.8	0.0	0.8	ME DMR	coast	0.04
Port Clyde Fisherman's Coop	2008	St George	Knox	0.8	0.0	0.8	ME DMR	coast	0.06
Davis Wharf	2009	Tremont	Hancock	0.6	0.0	0.6	ME DMR	coast	0.06
Vinalhaven Coop	2009	Vinalhaven	Knox	1.0	0.0	1.0	ME DMR	coast	0.07
Town Landing, Isle Au Haut	2009	Isle Au Haut	Knox	0.4	0.0	0.4	ME DMR	coast	0.04
Roberts Wharf	2009	Boothbay	Lincoln	1.9	0.0	1.9	ME DMR	coast	0.04
Bremen Coop	2009	Bremen	Lincoln	12.0	0.0	12.0	ME DMR	coast	0.13
Pemaquid Fisherman's Coop	2009	Bristol	Lincoln	4.5	0.0	4.5	ME DMR	coast	0.13
Potts Harbor - Bibbers Wharf	2010	Harpswell	Cumberland	0.5	0.0	0.5	ME DMR	coast	0.03
Sprucehead CoOp	2010	S.Thomaston	Knox	0.3	0.0	0.3	ME DMR	coast	0.01
Owls Head - Ship to Shore Co-op	2010	Owls Head	Knox	0.3	0.0	0.3	ME DMR	coast	0.04
Fishermen's Heritage Coop	2010	Friendship	Knox	1.0	0.0	1.0	ME DMR	coast	0.02
FriendShip Lobsterman's Coop	2010	Friendship	Knox	1.0	0.0	1.0	ME DMR	coast	0.02
The Wharf on Johnson Bay	2010	Lubec	Washington	1.0	0.0	1.0	ME DMR	coast	0.09
John Hancock Wharf	2010	York	York	0.5	0.0	0.5	ME DMR	coast	0.03
Pine Point - Scarborough	2011	Scarborough	Cumberland	2.0	0.0	2.0	ME DMR	coast	0.11
North End Lobster Co-op	2011	Westport	Lincoln	4.61	0.0	4.61	ME DMR	coast	0.06
Moosabec Mussel	2012	Jonesport	Washington	0.8	0.0	0.8	ME DMR	coast	0.08
Quoddy Bay Lobster	2012	Eastport	Washington	0.94	0.0	0.94	ME DMR	coast	0.06
Great Wass Lobster & Bait Co., Inc.	2013	Beals	Washington	1.0	0.0	1.0	ME DMR	coast	0.06
J.O. Brown	2013	North Haven	Knox	1.1	0.0	1.1	ME DMR	coast	0.80
Maine Fresh Lobster	2013	Bremen	Lincoln	3.1	0.0	3.1	ME DMR	coast	0.04
South Bristol Coop	2013	South Bristol	Lincoln	1.3	0.0	1.3	ME DMR	coast	0.05
Beals Town Landing	2014	Beals	Washington	0.5	0.0	0.5	ME DMR	coast	0.10
Totals				41.7	0.0	41.7			2.17

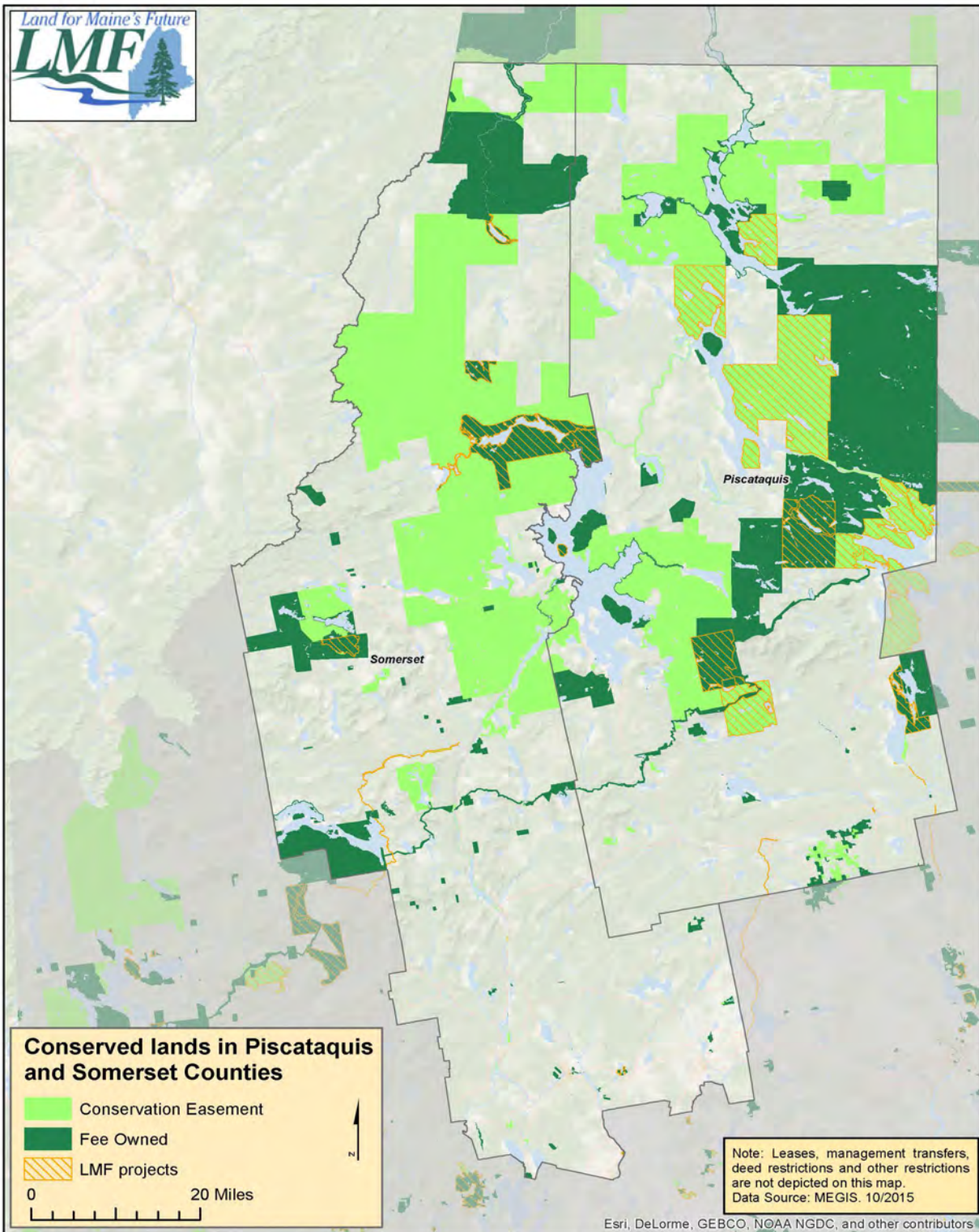
SUMMARY 2008-2014			Coastal Frontage	
Maine County Breakdown - 2008 -2014	Project #	Acres	Miles (rounded)	
Androscoggin	0	0	0	
Aroostook	0	0	0	
Cumberland	3	3.3	0.18	
Franklin	0	0.0	0	
Hancock	1	0.6	0.06	
Kennebec	0	0.0	0	
Knox	8	5.9	1.06	
Lincoln	5	27.4	0.45	
Oxford	0	0.0	0	
Penobscot	0	0.0	0	
Piscataquis	0	0.0	0	
Sagadahoc	0	0.0	0	
Somerset	0	0.0	0	
Waldo	0	0.0	0	
Washington	5	4.2	0.39	
York	1	0.5	0.03	
TOTALS	23	42	2.17	

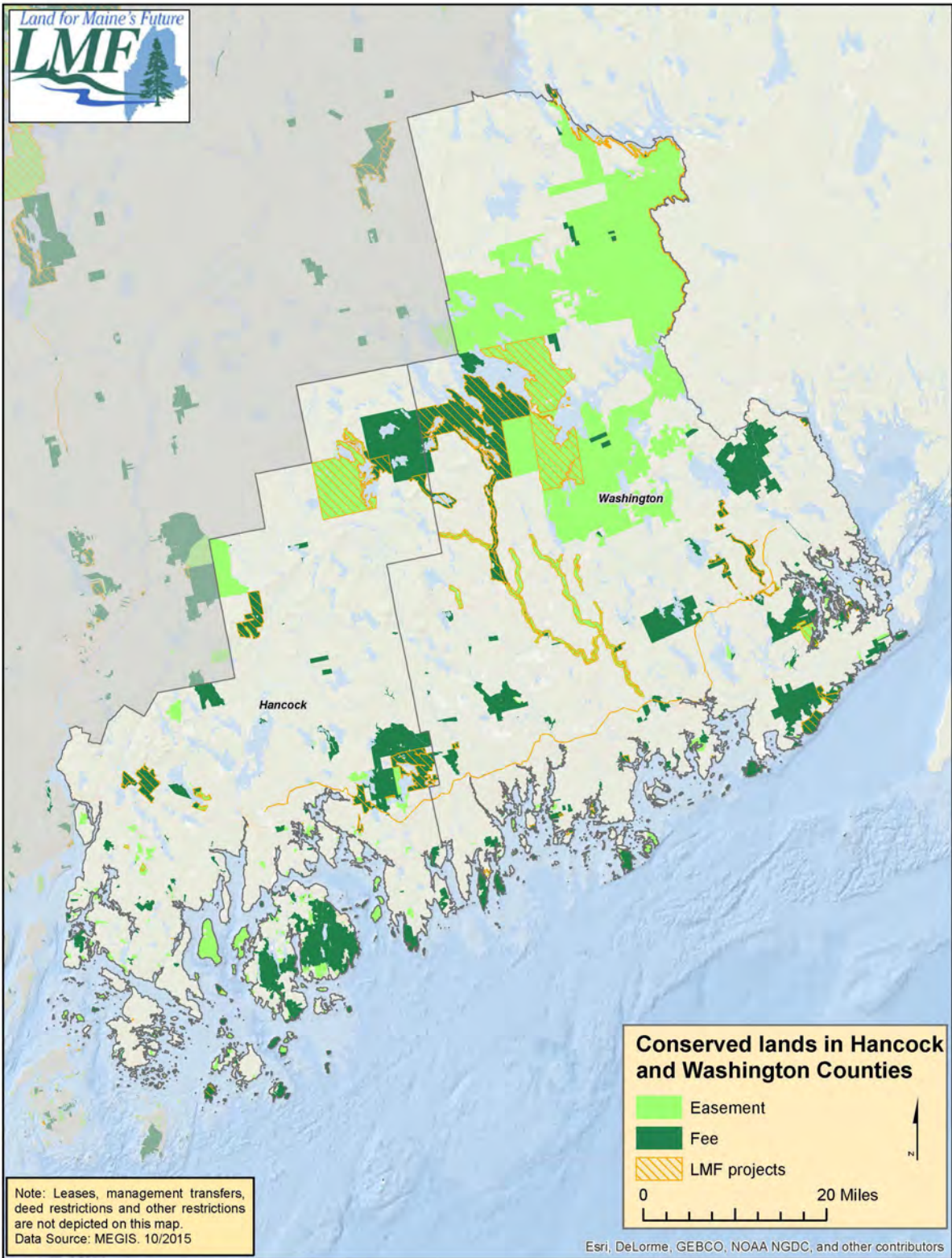
Appendix I: Maps

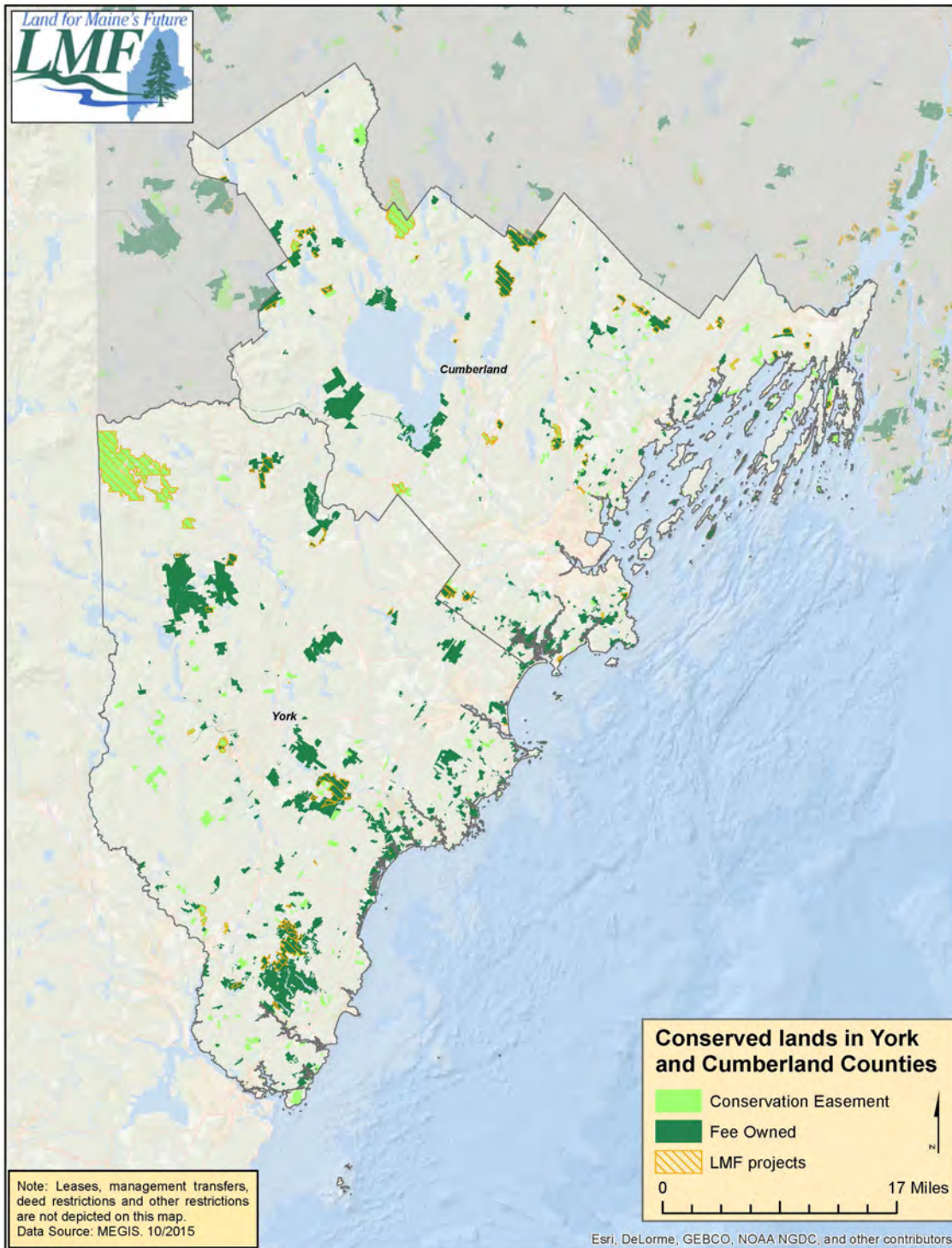


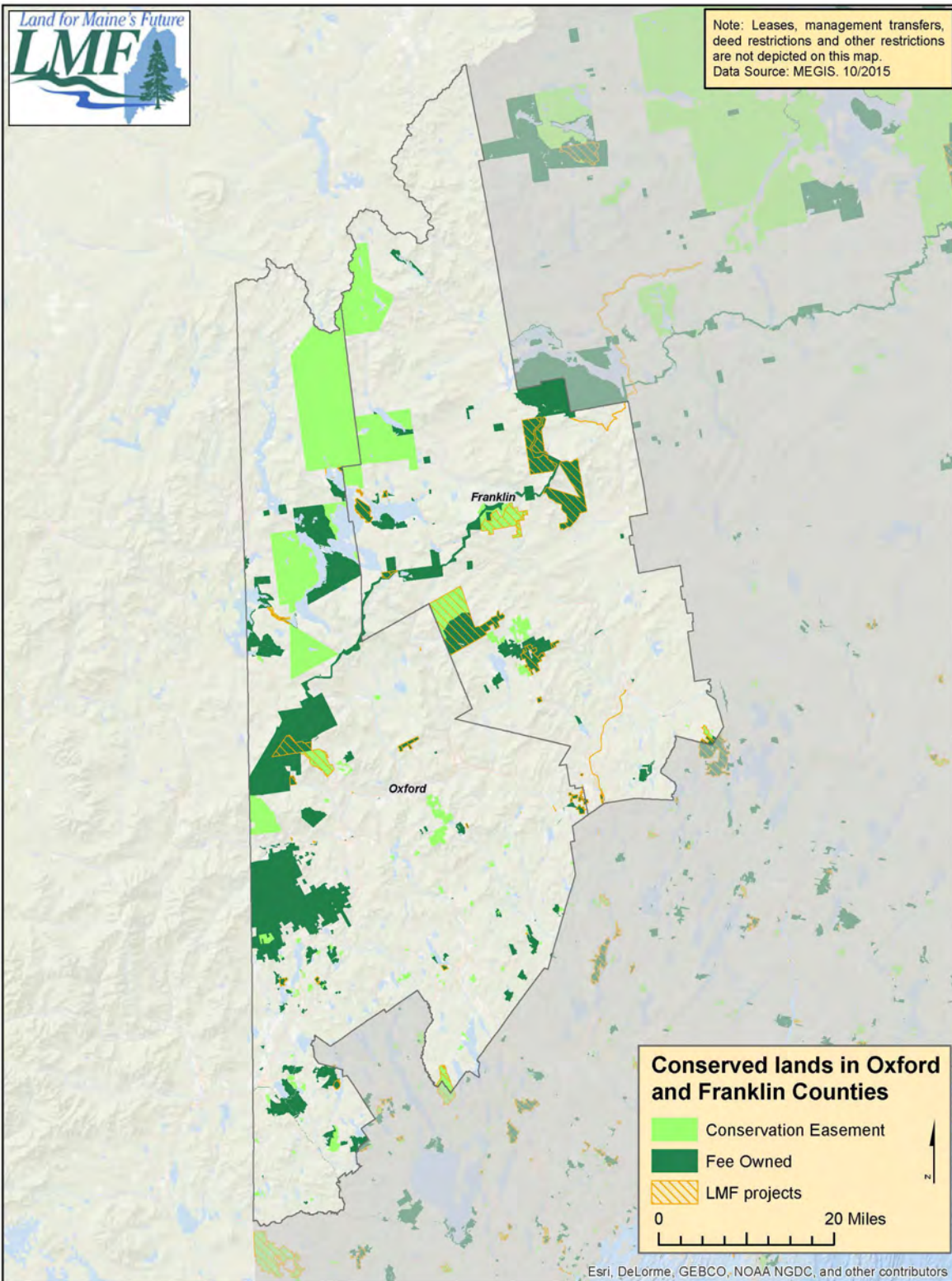


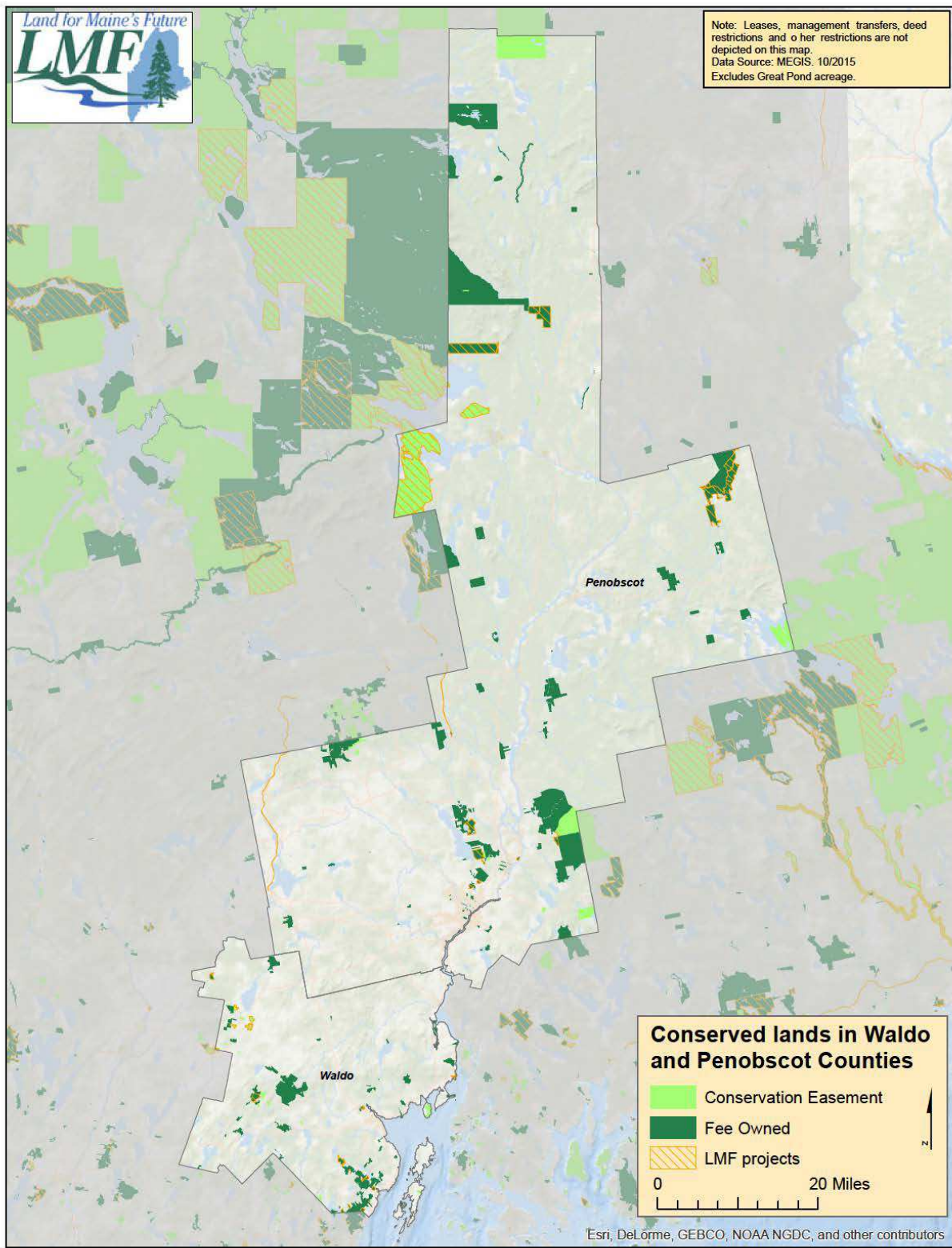












Appendix J: Model Project Agreements

**LAND FOR MAINE'S FUTURE FUND
PROJECT AGREEMENT
(Pursuant to P.L. 2007, c.39, Sec E-5)
*[Fee Version]***

Cooperating Entity: *

Project Name: *

Parcel Name: *

Location: *

Designated State Agency: *

Premises Covered by this Agreement:

(1) The * Property, being fee ownership of lands located on the * side of *, Town of *, * County, Maine, and as more fully described in a * Deed from * and * to the *, dated * and recorded * in the * County Registry of Deeds in Book *, Page *; and see also plan by *, File No. *, dated * and recorded in said Registry in Plan Book *, Page *.

[Delete Item 2 if no match lands]

(2) Match Lands: The * Property by deed dated *, and recorded in the * County Registry of Deeds (“”) on * in Book *, Page *, and depicted on a Plan of Land * prepared by *, dated *, a copy of which is on file with the Land for Maine’s Future Fund application and with the Maine Department of * and *. This parcel is offered as Match Land. See Item 4 below for other conditions pertaining to this parcel.

All of the foregoing hereinafter referred to as “the Premises”.

Scope (Description of Project): *

Project Cost:

LMF Contribution to Cooperating Entity: \$*

Cooperating Entity: \$*

The following are hereby incorporated into this Agreement:

1. General Provisions
2. Project Application and Attachments by reference
3. Project Boundary Map
4. Other: ***[Delete following language if no match lands. Substitute applicable language]***

That portion of the “Premises” designated as the Match Parcel above is subject to the management restrictions and covenants of this Project Agreement, but is not subject to the Project Agreement General Provisions Part II, section Paragraph H subsection (iv).

The Land for Maine’s Future Board, represented by its Chair, (hereinafter LMFB), and the State of Maine, Department of ***[insert agency name]***, represented by its Commissioner, as the Designated State Agency (hereinafter DSA), and the Cooperating Entity, mutually agree to perform this Agreement in accordance with Title 5, Maine Revised Statutes , Section 6200 et seq., as amended, and augmented by P.L. 2007, c.39, Sec E-5, and with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, assurances, and certifications incorporated herein by reference and hereby made a part hereof.

Subject to the terms hereof and to the availability of funds for this purpose, LMFB hereby agrees, in consideration of the agreements made by the Cooperating Entity herein, to obligate to the Cooperating Entity the amount of money referred to above, and to tender to the Cooperating Entity that portion of the obligation which is required to pay the LMFB’s share of the costs of the above described project. The Cooperating Entity hereby agrees, in consideration of the agreements made by the LMFB herein, to provide the matching funds, and lands, if applicable, and to implement the project described above in accordance with the terms of this Agreement.

The following special project terms and conditions are added to this Agreement:

1. The Premises, including any structures located thereon, must remain as a single parcel, under one ownership, and may not be divided into parcels or lots, except for boundary adjustments to resolve bona fide boundary disputes, subject to the approval of the DSA, or as may be approved under Part II, section H subsection (i) of this Agreement. In order to grant any such approval under this provision, the DSA and LMFB must find that the proposed division of the Premises furthers the conservation purpose and objectives of the project as defined in this Agreement and its attachments.

2. The Cooperating Entity shall not prohibit hunting, fishing, or trapping on the Premises, except to the extent of applicable state, local or federal laws and regulations.

3. The Cooperating Entity agrees that any fees or charges imposed for public access to or use of the Premises shall be reasonable and comparable to those charged in Maine for similar facilities, and any such fees must be approved in advance and in writing by the DSA.

4. The Premises or any interest therein may not be sold or transferred without prior written approval of the DSA and LMFB as provided under Part II, section H subsection (i) of this Agreement, and then only to a federal, state, or local government agency or a non-profit conservation organization which is a “qualified organization” under Section 170(h) of the United States Internal Revenue Code, and

a "qualified holder" under Title 33, Maine Revised Statutes , Section 476(2), subject to the condition that the qualified organization expressly agrees to assume the rights and obligations of the Cooperating Entity provided for by this Agreement.

5, 6, etc. **[Other terms to be inserted as needed]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____ day of *, 20**.

THE LAND FOR MAINE'S FUTURE BOARD

By: _____
William J. Vail, Its Chairman

**STATE OF MAINE
Department of Agriculture, Conservation and Forestry**

By: _____
Walter E. Whitcomb, Its Commissioner

COOPERATING ENTITY

*

By: _____

Print Name:

Title:

STATE OF MAINE

County of *

Date: *

Then personally appeared the above-named *, duly authorized * (title) of *

[Insert name of Cooperating Entity] and acknowledged the foregoing to be his/her free act and deed in his/her capacity and the free act and deed of said *.

Before me,

Notary Public/Attorney at Law

Print Name: _____

My Commission Expires:

Seal:

LAND FOR MAINE'S FUTURE FUND PROJECT AGREEMENT GENERAL PROVISIONS

Section 3: Part I – DEFINITIONS

1. The term “DSA” or “Agency” as used herein means the Designated State Agency as shown on Page 1 of the Project Agreement.
2. The term “Director” as used herein means the Commissioner or agency head of the DSA or any representative lawfully delegated the authority to act for such Director.
3. The term “Premises” as used herein means the lot or parcel or parcels of land as described and shown on Page 1 of the Project Agreement.
4. The term “Project” as used herein means a single project, a consolidated grant, a project element of a consolidated grant, or project stage which is subject to the Project Agreement, and as described on Page 1 of the Project Agreement.
5. The term “Cooperating Entity” as used herein means a political subdivision or instrumentality of the State of Maine or a non-profit conservation corporation which will implement the Project as provided in this Agreement.

Section 4:

Section 5: Part II – CONTINUING ASSURANCES

The Cooperating Entity specifically recognizes that Land for Maine’s Future Fund project assistance creates an obligation to acquire, use and maintain the property described in the Project Agreement consistent with Title 5, M.R.S., Section 6200 et seq., as amended, and augmented by P.L. 2007, c.39, Sec E-5, and the following requirements:

A. LEGAL AUTHORITY: The Cooperating Entity warrants and represents that it possesses the legal authority to apply for the grant and to otherwise carry out the project in accordance with the terms of this Agreement, and has either marketable title to the Premises or a binding Agreement to acquire the same. A resolution or similar action has been duly adopted by the governing body of the Cooperating Entity authorizing the filing of the application and implementation of the Project, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the Cooperating Entity to act in connection with the application and to provide such additional information as may be required by the LMFB or the DSA and to enter into this Agreement.

B. FINANCIAL ABILITY: The Cooperating Entity warrants and represents that it has the funds and the commitment to finance the cost share of acquisition together with all other costs of the Project, including for monitoring and management, except the Land for Maine’s Future Fund share stated on the cover page of this Agreement.

C. USE OF FUNDS: The Cooperating Entity shall use moneys granted by LMFB only for the purposes of acquisition/access improvement of the Project as approved by LMFB and provided for

herein.

D. USE AND MAINTENANCE OF PREMISES: The Cooperating Entity shall assure that the Premises shall be forever used, operated and maintained as prescribed in this Agreement and all applicable laws, including without limitation Title 5, M.R.S. Section 6200 et seq., as amended and augmented by P.L. 2007, c.39, Sec E-5. Permits and licenses necessary for the implementation of this Agreement or use of the Premises shall be obtained and complied with by the Cooperating Entity. All costs of acquisition or implementation of the Project and ownership and management of the Premises shall be paid by the Cooperating Entity, except as to the cost share to be provided by LMFB as specified herein. The Cooperating Entity shall ensure that appropriate signage is established and maintained on the Premises in a prominent location to acknowledge the support of the Lands for Maine's Future Program.

E. RETENTION AND CUSTODIAL REQUIREMENTS FOR RECORDS: The Cooperating Entity shall keep a permanent record in the Cooperating Entity's property records, available for public inspection, to clearly document that the property described in this Project Agreement, and the signed and dated Project boundary map made part of this Agreement has been acquired with Land for Maine's Future Fund assistance and that it cannot be converted to uses other than those specifically provided by this Agreement without the prior written approval of the LMFB and the Director of the DSA..

Financial records, supporting documents, statistical records, monitoring records and all other records pertinent to this grant and the Project shall be retained by the Cooperating Entity and may be inspected by representatives of LMFB and the DSA during normal business hours.

F. ANNUAL REPORTING REQUIREMENTS: On each anniversary of this Agreement, the Cooperating Entity shall report on an annual basis on a monitoring form as approved by LMFB. The form shall be sent to: 1) the Director of the DSA; and (2) the Director of LMFB. For the purposes of this Agreement, the anniversary date for reporting purposes shall be the date of recording of this instrument in the applicable registry of deeds.

G. RIGHT OF ENTRY: The DSA or LMFB, its employees, agents and representatives, shall have the right to enter the Premises at all times and in any manner without prior notice to assure compliance with the terms of this Agreement and any applicable laws.

H. PROVISIONS IN THE EVENT OF TRANSFER:

i. PRIOR NOTICE AND APPROVAL: In the event of any intended sale or transfer, in whole or in part, of the Premises or any interest therein, the Cooperating Entity shall provide at least sixty (60) days prior written notice of the same to the DSA and LMFB and shall obtain written consent from the same prior to such transfer.

ii. DISSOLUTION: In the event of dissolution of the Cooperating Entity, at least sixty (60) days prior written notice of such shall be provided to: (1) the Director, DSA; and (2) Director, LMFB. Prior written consent to the transfer and disposal of the Premises shall be obtained from LMFB as with a conveyance of the Premises under Subsection H(i) unless the DSA requires that the Cooperating Entity transfer title to the Premises to the DSA or a successor designated by the DSA under Subsection I(d).

iii. SUCCESSORS AND ASSIGNS: Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The Cooperating Entity shall incorporate the terms of this Agreement by reference in any deed or other instrument by which the Cooperating Entity sells or transfers any interest (including leasehold interest) in all or a portion of the Premises. In the event that the LMFB or the DSA ceases to exist, the rights and responsibilities of that party shall automatically be vested in any successor agency designated by the Legislature. Failing legislative designation, the successor agency shall be as determined by the Governor.

iv. SHARE IN PROCEEDS: In the event of any sale, transfer, or condemnation of any or all of the Premises or disposal of the Premises pursuant to dissolution (hereinafter “transfer”), the Cooperating Entity shall pay to the Land for Maine’s Future Fund, or to another fund designated by the LMFB, a share of the proceeds of the transfer. For the purposes of this Agreement, this share is defined as the product of:

- (a) the ratio of the value of the LMF’s contribution to the value of the Premises as a whole as of the date of this Agreement, hereby established as XX%, multiplied by
- (b) the appraised value of the transferred Premises or portion thereof at the time of the transfer, unencumbered by this Agreement or other encumbrances recorded after the date of this Agreement (excluding value attributable to authorized improvements to the Premises made after the date of this grant and not paid for by the State).

The LMFB may waive receipt of any proceeds, provided that the said funds are applied to conservation of a substitute property as approved by the LMFB. This payment to the fund shall not relieve the transferee of the continuing obligations to hold, manage and use the Premises under the terms of this Agreement.

The State’s share of proceeds shall be paid to the LMF at the time of the transfer, sale, condemnation or dissolution.

I. ENFORCEMENT ALTERNATIVES: In the event that the Cooperating Entity does not meet one or more of its obligations under this Agreement or the deed restrictions and covenants by which it holds title to the Premises, or in the event of dissolution of the Cooperating Entity, the DSA may exercise, in its sole discretion, any of the following remedies following written notice and thirty (30) days opportunity for the Cooperating Entity to cure the default:

- (a) any of the remedies or rights set forth in the Cooperating Entity’s deed to the Premises;
- (b) the right to require specific performance on the part of the Cooperating Entity;
- (c) the right to a return of the State’s share of proceeds as defined in Section H (iv); and
- (d) any other rights or remedies available at law or in equity including, but not limited to, the right to require that the Cooperating Entity perform remedial work and transfer title to the Premises to the DSA or a successor designated by the DSA under such terms and conditions as the court may require. In the event that the DSA exercises any of the rights available to it upon default of the Cooperating Entity, the Cooperating Entity shall reimburse the DSA for

its costs of enforcement and collection, including reasonable attorneys' fees.

In addition to the foregoing remedies, it is understood and agreed that the Project creates a public charitable trust entitled to all the protections thereof under state law.

J. AMENDMENT: This Agreement may not be amended, in whole or in part, except with the written consent of all of the parties hereto.

K. NOTICES: Any notices or requests for approval required by this Agreement shall be in writing and shall be personally delivered or sent registered or certified mail, return receipt requested, or by other courier providing reliable proof of delivery, to the Cooperating Entity, the DSA and the LMFB at the following addresses, unless one has been notified by the others of a change of address:

To Cooperating Entity: *[insert name & address]*

To DSA: *[insert name & address]*

To LMFB: c/o Land for Maine's Future Program
22 State House Station
Augusta, Maine 04333

NOTE: For the purposes of notice provisions under this Section K, the DSA and the LMFB shall be referred to collectively as the "State", and when being sent, notices shall be sent to both entities.

(a) In the event that notice mailed to the Cooperating Entity at the last address on file with the State is returned as undeliverable, the State shall send notice by certified mail, return receipt requested, or by such commercial carrier as requires a receipt, and by regular mail to the Cooperating Entity's last known address on file with the tax assessment records of the municipality of *[insert name of town where project land is located]*, Maine, and with the Bureau of Corporations, Secretary of the State of Maine, if applicable and the mailing of such notice shall be deemed compliance with the notice provisions of this Agreement. The Cooperating Entity's notices must include sufficient information to enable the State to determine whether Cooperating Entity's plans are consistent with the terms of this Agreement and the conservation purposes hereof.

(b) When the Cooperating Entity is required to obtain the State's prior written consent and approval, the Cooperating Entity's request shall be in the form of a written application and shall include sufficient details and specifications for the State to adequately review and analyze the same.

Within 60 days of receipt of a complete application, the State shall provide a written decision which shall grant, grant with conditions, withhold approval, or, with consent of the Cooperating Entity, extend the time within which to complete analysis of the application. The parties agree that the application and review process shall be completed as expeditiously as possible.

(c) The State shall not give written consent and approval unless the Cooperating Entity demonstrates to the satisfaction of the State that the proposed use or facilities is consistent

with the terms, conditions, and purposes of this Agreement and will not diminish or impair the natural resources and scenic values of the Protected Property.

(d) In the event that the Protected Property is owned by more than one Cooperating Entity, the Cooperating Entity or its successor owners shall designate an agent responsible for the seeking of approvals from the State, and for the receipt of notices from the State. In the event that no single entity or agent is so designated, the approval of or notice to any executive officer of the Cooperating Entity shall be deemed the approval of or notice to all such owners.

[remainder of page left blank]

Exhibit A

[Insert final Legal Description of Project Agreement property]

[remainder of page left blank]

Exhibit B

[Insert final reduced version of Boundary Survey map applicable to Project Agreement property]

[remainder of page left blank]

**LAND FOR MAINE'S FUTURE FUND
PROJECT AGREEMENT
(Pursuant to P.L. 2007 c. 39, Sec. E-5)
[Conservation Easement Version]**

Cooperating Entity: *

Project Name: *

Parcel Name: *

Location: *

Designated State Agency: *

Premises Covered by this Agreement:

(1) The * Property, being a conservation easement over lands located on the * side of *, Town of *, * County, Maine, hereinafter called the “Protected Property”, and as more fully described in a * Deed from * and * to the *, dated * and recorded * in the * County Registry of Deeds in Book *, Page *; and see also plan by *, File No. *, dated * and recorded in said Registry in Plan Book *, Page *.

[Delete Item 2 if no match lands]

(2) Match Lands: The * Property by deed dated *, and recorded in the * County Registry of Deeds (“*”) on * in Book *, Page *, and depicted on a Plan of Land * prepared by *, dated *, a copy of which is on file with the Land for Maine’s Future Fund application and with the Maine Department of * and *. This parcel is offered as Match Land. See Item 4 below for other conditions pertaining to this parcel.

All of the foregoing hereinafter referred to as “the Premises”.

Scope (Description of Project): *

Project Cost:

LMF Contribution to Cooperating Entity: \$*

Cooperating Entity: \$*

The following are hereby incorporated into this Agreement:

1. General Provisions
2. Project Application and Attachments by reference
3. Project Boundary Map
4. Other: ***[Delete following language if no match lands. Substitute applicable language]***

That portion of the “Premises” designated as the Match Parcel above is subject to the management restrictions and covenants of this Project Agreement, but is not subject to the Project Agreement General Provisions Part II, section Paragraph H subsection (iv).

The Land for Maine’s Future Board, represented by its Chair, (hereinafter LMFB), and the State of Maine, Department of ***[insert agency name]***, represented by its Commissioner, as the Designated State Agency (hereinafter DSA), and the Cooperating Entity, mutually agree to perform this Agreement in accordance with Title 5, Maine Revised Statutes , Section 6200 et seq., as amended, and augmented by P.L. 2005 c. 462, Sec. B-5, and with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, assurances, and certifications incorporated herein by reference and hereby made a part hereof.

Subject to the terms hereof and to the availability of funds for this purpose, LMFB hereby agrees, in consideration of the agreements made by the Cooperating Entity herein, to obligate to the Cooperating Entity the amount of money referred to above, and to tender to the Cooperating Entity that portion of the obligation which is required to pay the LMFB’s share of the costs of the above described project. The Cooperating Entity hereby agrees, in consideration of the agreements made by the LMFB herein, to provide the matching funds, and lands, if applicable, and to implement the project described above in accordance with the terms of this Agreement.

The following special project terms and conditions are added to this Agreement:

1. Under the terms of the Conservation Easement, the Protected Property, including any structures located thereon, must remain as a single parcel, under one ownership, and may not be divided into parcels or lots, except for boundary adjustments to resolve bona fide boundary disputes, subject to the approval of the DSA, or as may be approved under Part II, section H subsection (i) of this Agreement. In order to grant any such approval under this provision, the DSA and LMFB must find that the proposed division of the Premises furthers the conservation purpose and objectives of the project as defined in this Agreement and its attachments.

2. The Cooperating Entity shall not prohibit hunting, fishing, or trapping on the Premises, except to the extent of applicable state, local or federal laws and regulations.

3. Under the terms of the Conservation Easement, the Cooperating Entity agrees that any fees or charges imposed for public access to or use of the Protected Property shall be reasonable and comparable to those charged in Maine for similar facilities, and any such fees must be approved in advance and in writing by the DSA.

4. The Conservation Easement or any interest therein may not be sold or transferred without prior written approval of the DSA and LMFB as provided under Part II, section H subsection (i) of this

Agreement, and then only to a federal, state, or local government agency or a non-profit conservation organization which is a "qualified organization" under Section 170(h) of the United States Internal Revenue Code, and a "qualified holder" under Title 33, Maine Revised Statutes, Section 476(2), subject to the condition that the qualified organization expressly agrees to assume the rights and obligations of the Cooperating Entity provided for by this Agreement.

5, 6, etc. **[Other terms to be inserted as needed]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____ day of *, 200*.

THE LAND FOR MAINE'S FUTURE BOARD

By: _____
William J. Vail, Its Chairman

**STATE OF MAINE
Department of Agriculture, Conservation and Forestry**

By: _____
Walter E. Whitcomb, Its Commissioner

COOPERATING ENTITY

*

By: _____

Print Name:

Title:

STATE OF MAINE

County of *

Date: *

Then personally appeared the above-named *, duly authorized * (title) of *

[Insert name of Cooperating Entity] and acknowledged the foregoing to be his/her free act and deed in his/her capacity and the free act and deed of said *.

Before me,

Notary Public/Attorney at Law

Print Name: _____

My Commission Expires:

Seal:

LAND FOR MAINE'S FUTURE FUND PROJECT AGREEMENT GENERAL PROVISIONS

Section 6: Part I – DEFINITIONS

1. The term “DSA” or “Agency” as used herein means the Designated State Agency as shown on Page 1 of the Project Agreement.
2. The term “Director” as used herein means the Commissioner or agency head of the DSA or any representative lawfully delegated the authority to act for such Director.
3. The term “Premises” as used herein means the lot or parcel or parcels of land as described and shown on Page 1 of the Project Agreement.
4. The term “Project” as used herein means a single project, a consolidated grant, a project element of a consolidated grant, or project stage which is subject to the Project Agreement, and as described on Page 1 of the Project Agreement.
5. The term “Cooperating Entity” as used herein means a political subdivision or instrumentality of the State of Maine or a non-profit conservation corporation which will implement the Project as provided in this Agreement.

Section 7:

Section 8: Part II – CONTINUING ASSURANCES

The Cooperating Entity specifically recognizes that Land for Maine’s Future Fund project assistance creates an obligation to acquire, use and maintain the conservation easement described in this Project Agreement consistent with Title 5, M.R.S., Section 6200 et seq., as amended, and augmented by P.L. 2007 c..39, Sec. E-5, and the following requirements:

A. LEGAL AUTHORITY: The Cooperating Entity warrants and represents that it possesses the legal authority to apply for the grant and to otherwise carry out the project in accordance with the terms of this Agreement, and has either marketable title to the Conservation Easement on the Protected Property or a binding Agreement to acquire the same. A resolution or similar action has been duly adopted by the governing body of the Cooperating Entity authorizing the filing of the application and implementation of the Project, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the Cooperating Entity to act in connection with the application and to provide such additional information as may be required by the LMFB or the DSA and to enter into this Agreement.

B. FINANCIAL ABILITY: The Cooperating Entity warrants and represents that it has the funds and the commitment to finance the cost share of acquisition together with all other costs of the Project, including for monitoring and management, except the Land for Maine’s Future Fund share stated on the cover page of this Agreement.

C. USE OF FUNDS: The Cooperating Entity shall use moneys granted by LMFB only for the

purposes of acquisition/access improvement of the Project as approved by LMFB and provided for herein.

D. USE AND MAINTENANCE OF PREMISES: The Cooperating Entity shall assure that the Protected Property shall be forever used, operated and maintained as prescribed in the Conservation Easement and this Agreement and all applicable laws, including without limitation Title 5, M.R.S. Section 6200 et seq., as amended and augmented by P.L. 2007 c. 39, Sec. E-5. Permits and licenses necessary for the implementation of this Agreement or use of the Protected Property shall be obtained and complied with by the Cooperating Entity. All costs of acquisition or implementation of the Project and ownership and management of the Conservation Easement shall be paid by the Cooperating Entity, except as to the cost share to be provided by LMFB as specified herein. The Cooperating Entity shall ensure that appropriate signage is established and maintained on the Protected Property subject to the Conservation Easement in a prominent location to acknowledge the support of the Lands for Maine's Future Program.

E. RETENTION AND CUSTODIAL REQUIREMENTS FOR RECORDS: The Cooperating Entity shall keep a permanent record in the Cooperating Entity's property records, available for public inspection, to clearly document that the property described in this Project Agreement, and the signed and dated Project boundary map made part of this Agreement has been acquired with Land for Maine's Future Fund assistance and that it cannot be converted to uses other than those specifically provided by this Agreement without the prior written approval of the LMFB and the Director of the DSA..

Financial records, supporting documents, statistical records, monitoring records and all other records pertinent to this grant and the Project shall be retained by the Cooperating Entity and may be inspected by representatives of LMFB and the DSA during normal business hours.

F. ANNUAL REPORTING REQUIREMENTS: On each anniversary of this Agreement, the Cooperating Entity shall report on an annual basis on a monitoring form as approved by LMFB. The form shall be sent to: 1) the Director of the DSA; and (2) the Director of LMFB. For the purposes of this Agreement, the anniversary date for reporting purposes shall be the date of recording of this instrument in the applicable registry of deeds.

G. RIGHT OF ENTRY: Under the terms of the Conservation Easement, the DSA, its employees, agents and representatives, shall have the right to enter the Premises at all times and in any manner without prior notice to assure compliance with the terms of this Agreement and any applicable laws.

H. PROVISIONS IN THE EVENT OF TRANSFER:

i. PRIOR NOTICE AND APPROVAL: In the event of any intended sale or transfer, in whole or in part, of the Conservation Easement or any interest therein, the Cooperating Entity shall provide at least sixty (60) days prior written notice of the same to the DSA and LMFB and shall obtain written consent from the same prior to such transfer.

ii. DISSOLUTION: In the event of dissolution of the Cooperating Entity, at least sixty (60) days prior written notice of such shall be provided to: (1) the Director, DSA; and (2) Director, LMFB. Prior written consent to the transfer and disposal of the Conservation Easement shall be obtained from LMFB as with a conveyance of the Conservation Easement under Subsection H(i) unless the DSA requires that the Cooperating Entity transfer title to the Conservation Easement to the DSA or a successor designated by the DSA under Subsection I(d).

iii. SUCCESSORS AND ASSIGNS: Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The Cooperating Entity shall incorporate the terms of this Agreement by reference in any deed or other instrument by which the Cooperating Entity sells or transfers any interest in all or a portion of the Conservation Easement. In the event that the LMFB or the DSA ceases to exist, the rights and responsibilities of that party shall automatically be vested in any successor agency designated by the Legislature. Failing legislative designation, the successor agency shall be as determined by the Governor.

iv. SHARE IN PROCEEDS: In the event of any sale, transfer, termination or condemnation of any or all of the Conservation Easement or disposal of the Conservation Easement pursuant to dissolution (hereinafter “transfer”), the Cooperating Entity shall pay to the Land for Maine’s Future Fund, or to another fund designated by the LMFB, a share of the proceeds of the transfer. For the purposes of this Agreement, this share is defined as the product of:

- (c) the ratio of the value of the LMF’s contribution to the value of the Conservation Easement as a whole as of the date of this Agreement, hereby established as __%, multiplied by
- (d) the appraised value of the Conservation Easement, or portion thereof, which value shall determined as the amount by which the fair market appraisal value of the Protected Property unrestricted by this Conservation Easement is reduced by the terms and conditions imposed by this Conservation Easement as of the date of transfer.

The LMFB may waive receipt of any proceeds, provided that the said funds are applied to conservation of a substitute property as approved by the LMFB. This payment to the fund shall not relieve the transferee of the continuing obligations to hold, manage and use the Premises under the terms of this Agreement.

The State’s share of proceeds shall be paid to the LMF at the time of the transfer, sale, condemnation or dissolution.

I. ENFORCEMENT ALTERNATIVES: In the event that the Cooperating Entity does not meet one or more of its obligations under this Agreement or the deed restrictions and covenants by which it holds title to the Conservation Easement, or in the event of dissolution of the Cooperating Entity, the DSA may exercise, in its sole discretion, any of the following remedies following written notice and thirty (30) days opportunity for the Cooperating Entity to cure the default:

- (a) any of the remedies or rights set forth in the Cooperating Entity’s deed to the Conservation Easement;
- (b) the right to require specific performance on the part of the Cooperating Entity;
- (c) the right to a return of the State’s share of proceeds as defined in Section H (iv); and
- (d) any other rights or remedies available at law or in equity including, but not limited to, the right to require that the Cooperating Entity perform remedial work and transfer title to the Conservation Easement to the DSA or a successor designated by the DSA under such terms and conditions as the court may require. In the event that the DSA exercises any of the rights

available to it upon default of the Cooperating Entity, the Cooperating Entity shall reimburse the DSA for its costs of enforcement and collection, including reasonable attorneys fees.

In addition to the foregoing remedies, it is understood and agreed that the Project creates a public charitable trust entitled to all the protections thereof under state law.

J. AMENDMENT: This Agreement may not be amended, in whole or in part, except with the written consent of all of the parties hereto.

K. NOTICES: Any notices or requests for approval required by this Agreement shall be in writing and shall be personally delivered or sent registered or certified mail, return receipt requested, or by other courier providing reliable proof of delivery, to the Cooperating Entity, the DSA and the LMFB at the following addresses, unless one has been notified by the others of a change of address:

To Cooperating Entity: *[insert name & address]*

To DSA: *[insert name & address]*

To LMFB: c/o Director, Land for Maine's Future Program
22 State House Station
Augusta, Maine 04333

NOTE: For the purposes of notice provisions under this Section K, the DSA and the LMFB shall be referred to collectively as the "State", and when being sent, notices shall be sent to both entities.

(a) In the event that notice mailed to the Cooperating Entity at the last address on file with the State is returned as undeliverable, the State shall send notice by certified mail, return receipt requested, or by such commercial carrier as requires a receipt, and by regular mail to the Cooperating Entity's last known address on file with the tax assessment records of the municipality of *[insert name of town where project land is located]*, Maine, and with the Bureau of Corporations, Secretary of the State of Maine, if applicable and the mailing of such notice shall be deemed compliance with the notice provisions of this Agreement. The Cooperating Entity's notices must include sufficient information to enable the State to determine whether Cooperating Entity's plans are consistent with the terms of this Agreement and the conservation purposes hereof.

(b) When the Cooperating Entity is required to obtain the State's prior written consent and approval, the Cooperating Entity's request shall be in the form of a written application and shall include sufficient details and specifications for the State to adequately review and analyze the same.

Within 60 days of receipt of a complete application, the State shall provide a written decision which shall grant, grant with conditions, withhold approval, or, with consent of the Cooperating Entity, extend the time within which to complete analysis of the application. The parties agree that the application and review process shall be completed as expeditiously as possible.

(c) The State shall not give written consent and approval unless the Cooperating Entity demonstrates to the satisfaction of the State that the proposed use or facilities is consistent with the terms, conditions, and purposes of this Agreement and will not diminish or impair the natural resources and scenic values of the Protected Property.

(d) In the event that the Protected Property is owned by more than one Cooperating Entity, the Cooperating Entity or its successor owners shall designate an agent responsible for the seeking of approvals from the State, and for the receipt of notices from the State. In the event that no single entity or agent is so designated, the approval of or notice to any executive officer of the Cooperating Entity shall be deemed the approval of or notice to all such owners.

[remainder of page left blank]

Exhibit A

[Insert final Legal Description of Project Agreement property]

[remainder of page left blank]

Exhibit B

[Insert final reduced version of Boundary Survey map applicable to Project Agreement property]

[remainder of page left blank]

Appendix K: Working Waterfront model Covenant

MODEL WORKING WATERFRONT COVENANT AND RIGHT OF FIRST REFUSAL

This Working Waterfront Covenant, entered into this ____ day of ____, 201__, by and between [Entity Name], of [insert residency] with a mailing address of [insert address], owner of land and buildings located on [insert general location/street address] in the municipality of [insert name], County of [insert county], and State of Maine and the **STATE OF MAINE RESOURCES** with a mailing address of 21 State House Station, Augusta, ME 04333-0021, its successors and assigns (hereinafter, the “Holder” or the “Qualified Holder”) pursuant to 33 M.R.S., Chapter 6-A, Section 131 *et seq.*

Section 1. PURPOSE:

The purpose of this covenant is to ensure the permanent availability and affordability of this strategically significant Working Waterfront property for use by Commercial Fisheries Businesses as those terms are defined in Section 8 .

Section 2. RECITALS:

WHEREAS, Grantor is the owner of real property and improvements located on [insert address] in said [insert town name], [insert county name] County, Maine located adjacent to the [name of navigable water body] and described in the attached **Exhibit A** [legal description, including deed references] and depicted on the attached **Exhibit A-1** [sketch plan, optional] (hereinafter the “Protected Waterfront”); and

WHEREAS, the Protected Waterfront has significant values as working waterfront real estate to provide access to tidal waters for or to provide direct services for Commercial Fisheries Businesses that requires the use of working waterfront land, namely a waterfront parcel of [number] acres with [number] feet of deepwater frontage accessed by about [number] square feet of pier space plus floats, buildings, and other associated improvements and spaces needed to support commercial fishing activities on the property. All of the foregoing will provide and support commercial fishing access from the protected waterfront and are more fully described in **Exhibit B**, and

WHEREAS, Grantor seeks permanently to preserve and conserve the Protected Waterfront for long term use as a working waterfront by Commercial Fisheries Businesses, and to maintain the future affordability of the Protected Waterfront by the grant of a Right of First Refusal to the Holder to purchase the Protected Waterfront at its working waterfront value in accordance with the attached **Exhibit C**; and

WHEREAS, the people of the State of Maine are concerned about the loss of adequate access to tidal waters for the commercial harvesting of wild and aquacultured marine organisms within the State of Maine; and

WHEREAS, the people of the State of Maine by public referendum have indicated their support of the acquisition of working waterfront properties and the continued availability of such properties to Commercial Fisheries Businesses as essential to the future of fisheries in Maine and have codified such support pursuant to the issuance of bonds, under Public Laws 2009, Chapter 645 Part J, and by the enactment of Chapter 574 of the Laws of 2006, codified as Title 33, Maine Revised Statutes, Section 131 *et seq.*; and

WHEREAS, the Holder is a qualified holder as defined by 33 M.R.S., Section 131(2) and may acquire a working waterfront covenant, as defined by 33 M.R.S., Section 131 *et. seq.*, in perpetuity over the Protected Waterfront to preserve its availability and affordability for commercial fisheries operations by limiting its use, alteration, or development in any manner that precludes its use by Commercial Fisheries Businesses; and

WHEREAS, the Holder has as one of its purposes the permanent protection of working waterfront and enlargement of working waterfront opportunities for commercial fisheries businesses through its marine resources programs so that commercial fishermen, aquaculturists, fishermen's cooperatives and other commercial fisheries businesses may have future opportunities to acquire and manage working waterfront properties at working waterfront prices when such lands become available for sale; and

WHEREAS, the State of Maine intends to manage this Covenant by and through its Department of Marine Resources pursuant to 12 M.R.S., Section 6022, Subsection 5; and

WHEREAS, the continued availability of the Protected Waterfront to the Commercial Fisheries Businesses in the State of Maine is contingent in part upon a resale structure that will assure affordability of the Protected Waterfront at a working waterfront resale price and not a price which could reflect other more economically valuable uses; and

WHEREAS, the Holder is acquiring for value the right to preserve working waterfront on the Protected Waterfront, including a Right of First Refusal with a resale formula that limits the purchase price upon any future sale of the Protected Waterfront to a price that reflects the working waterfront value thereof, to assure the permanent availability and affordability of the same to Commercial Fisheries Businesses; and

WHEREAS, the parties acknowledge that the Holder has paid value for the Covenant and the Right of First Refusal described and granted herein, for which the Grantor acknowledges adequate compensation; and

WHEREAS, the Grantor and the Holder understand and agree that in order to effectuate their intentions and those of the people of the State of Maine, this Covenant constitutes a restriction

and covenant that shall forever run with the land and is binding upon the Grantor, its successors, and assigns in the event of any transfer, sale or foreclosure of the Protected Waterfront.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions and restrictions herein and for good and valuable consideration paid, and pursuant to the laws of the State of Maine, and in particular Title 33, Maine Revised Statutes, Section 131 *et seq.*, and P.L. 2009, Chapter 645, Part J, [*Insert Grantor name*], does hereby voluntarily, unconditionally and irrevocably COVENANT and AGREE with the **STATE OF MAINE, acting by and through the Department of Marine Resources**, as Holder, its successors and assigns forever, as follows, to wit:

GRANTOR COVENANTS AND AGREES to hold, manage and preserve the Protected Waterfront in accordance with the following terms and conditions:

Section 3. GRANTOR OBLIGATIONS:

3.1. Except as allowed under this Section 3, Grantor shall reserve use of the Protected Waterfront as a Working Waterfront for Commercial Fisheries Businesses.

3.2. Grantor may not use the Protected Waterfront for any of the following uses except as allowed under Section 4.1 or by the express written consent of Holder: retail stores or operations; hotels, motels or bed and breakfast operations; housing, whether temporary or otherwise; restaurants; recreational businesses or facilities; sporting facilities; and other uses that interfere with or reduce the utility of the Protected Waterfront for Commercial Fishing Business.

3.3 Grantor may not change the use of, alter, develop, or improve the Protected Waterfront in any manner that is inconsistent with the purposes and terms of this Covenant. At the time of this Covenant, the existing structures and improvements on the Protected Waterfront are set forth on the attached **Exhibit B**. Notwithstanding the foregoing, alterations, improvements, or uses that do not change the utility of the Protected Waterfront for commercial fishing activities, and that will not otherwise interfere with or alter the intended uses for Commercial Fisheries Business, are allowed. To the extent that the value of any alteration, repair, replacement or improvement to the Protected Waterfront exceeds ten percent (10%) of the assessed value of the Protected Waterfront on file with the records of the municipality of [*insert name of municipality in which Protected Waterfront is located*], Grantor, prior to the commencement of such alteration, shall provide Holder with ninety (90) days written notice thereof. No use of or alteration or change to the Protected Waterfront shall materially impair or interfere with parking or access necessary for the commercial fishing businesses using the Protected Waterfront.

3.4. Grantor shall not subdivide, divide or convey the Protected Waterfront in separate parcels by any means, nor shall ownership of any present or future buildings, structures or improvements on the Protected Waterfront be separated from the ownership of the underlying fee of the Protected Waterfront by any means, direct or indirect. For purposes of this Section 3.4, the term "subdivision" means the division of the Protected Waterfront, by physical means, conveyance,

devise, or other legal process as now or hereafter defined under Maine law, into two or more parcels, except that leases or rental agreements as defined under Section 4.2 shall not be construed as subdivision for purposes of this Covenant.

3.5. Other than as specified herein, this Covenant is not intended to impose any legal or ownership responsibility on Holder, or in any way affect any existing obligation of Grantor as owner of the Protected Waterfront. Without limitation of the generality of the foregoing, Grantor shall continue to be solely responsible for the following:

3.5.1. Taxes. Payment of all taxes and assessments levied against the Protected Waterfront;

3.5.2. Upkeep and Maintenance. Upkeep and maintenance of the Protected Waterfront in keeping with its Working Waterfront Uses; and

3.5.3. Liability. All costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Waterfront. Grantor acknowledges that Holder has no possessory rights in the Protected Waterfront, nor any responsibility or right to control, maintain, or preserve the Protected Waterfront other than as set forth in Section 5.

3.6. Grantor shall prepare annual written reports describing in general the business activities on the Protected Waterfront property, including any proposed uses of the property, any maintenance, alterations, repairs, and improvements to the Protected Waterfront, and shall submit the same to Holder, together with a written outline of proposed activities for the subsequent year, for Holder's review and comment. If Grantor is a cooperative subject to Section 9.1 of Holder's Right of First Refusal, attached hereto as **Exhibit C**, Grantor shall include within its annual report a list of current members of the cooperative. Such reports shall be delivered to Holder on or before *[insert agreed date for annual reporting, either one year from the date of signing of the Covenant, or other agreed date]*.

Section 4. GRANTOR RIGHTS:

4.1. Grantor Retained Rights Grantor reserves all customary rights and privileges of real property ownership that are not prohibited or limited by this Covenant, provided that such activity is consistent with the purposes of this Covenant and is carried out in compliance with all applicable laws and legal requirements. These reserved ownership rights include, but are not limited to the right to prohibit trespass upon the Protected Waterfront by any person, including any unauthorized member of the public and the right to take such lawfully permitted action as is necessary regarding same, and the right to sell, lease, devise, or otherwise transfer the Protected Waterfront, subject to the terms of this Covenant and subject to Holder's Right of First Refusal set forth in **Exhibit C**.

Notwithstanding the foregoing the following shall be permitted: *[list as subsections any existing or planned uses that are exceptions to section 3.2]*

4.2. Leases The Grantor must receive written approval from Holder prior to leasing the Protected Waterfront or any portion thereof for a term of more than 2 years. At any time Grantor intends to lease the Protected Waterfront, or any portion thereof, to any lessee for a lease term of more than two (2) years, Grantor shall notify Holder in writing at least ninety (90) days prior to the execution of such lease. Holder shall have the right to review and approve in writing or require modification of any such proposed lease prior to execution to ensure that the Working Waterfront purposes of this Covenant are protected and that such a lease is consistent with the terms of this Covenant. In making its determination, the Holder shall consider the potential for and degree to which the proposed lease would materially impair the utility of the Protected Waterfront for Working Waterfront Uses. Grantor agrees to incorporate the terms of this Covenant by reference in any legal instrument by which the Grantor divest themselves of any interest in all or a portion of the Protected Waterfront.

4.3. Transfers At such time as Grantor desires to convey or otherwise transfer any interest in the Protected Waterfront other than to a mortgagee or other secured party for financing purposes pursuant to Section 7, Grantor shall give written notice of its intention to Holder pursuant to the Right of First Refusal attached hereto as **Exhibit C**. Conveyances or transfers in violation of this Covenant shall be null and void and of no legal effect. Transfers pursuant to Sections 9 and 9.1 of the Right of First Refusal shall not trigger Holder's Right of First Refusal. Grantor shall provide notice of transfer of such shares to Holder within 30 days of such transfer.

4.4. General Release of Rights Grantor and Holder hereby acknowledge and agree that all development rights, except as specifically reserved herein that are now or hereafter allocated to, implied, reserved, or inherent in the Protected Waterfront, are terminated and extinguished, and may not be used or transferred to any other property, person or entity.

Section 5. **HOLDER RIGHTS:**

5.1. Right to Enforce. Holder has the right to prevent and correct violations of the terms of this Covenant. Holder shall have the right to enter the Protected Waterfront for the purpose of monitoring the terms of this Covenant and inspecting for violations, provided that Holder shall not in any case unreasonably interfere with Grantor's use and quiet enjoyment of the Protected Waterfront under the terms of this Covenant. If Holder finds what it believes is a violation or threatened violation, Holder may, at its discretion, notify Grantor and require remediation or take appropriate legal action. Except when an ongoing or imminent violation will, in Holder's judgment, immediately and irreversibly materially diminish or impair the Working Waterfront Uses of the Protected Waterfront, Holder shall give Grantor written notice of the violation and thirty (30) days to correct the violation before filing any legal action. In the event that Grantor retains a third party to correct the violation, Grantor shall provide Holder with a copy of a fully executed contract for such services within thirty (30) days of the notice of violation, and said contract shall provide that the corrective action be completed within ninety (90) days of said notice of violation. If a court of competent jurisdiction determines that a violation exists, has occurred, or is threatened, Holder may obtain an injunction to stop such violation, temporarily or permanently. A court may also issue an injunction requiring Grantor to restore the Protected

Waterfront to its condition prior to the violation. In any case where a court finds that a violation has occurred, Grantor shall reimburse Holder for all its expenses incurred in stopping and correcting the violation, including but not limited to reasonable attorney's fees. The failure of Holder to discover a violation or to take immediate legal action shall not bar it from doing so at a later time. Enforcement of the terms of this Covenant shall be at the sole discretion of Holder. Grantor waives all defenses of laches, estoppel, and prescription.

5.2. Acts beyond Grantor control. Grantor shall not be responsible for any changes to the Protected Waterfront due to causes beyond Grantor's control, such as fire, flood, storm, earthquake or the unauthorized wrongful acts of third persons, except that the Grantor is responsible for the actions of employees, contractors, licensees, invitees, or any person acting for the benefit of Grantor or using the Protected Waterfront with the permission of the Grantor. In the event of violations of this Covenant caused by unauthorized wrongful acts of third persons, at Holder's option, Grantor agrees to assign its right of action to Holder, to join in any suit, and/or to appoint Holder its attorney-in-fact for the purposes of pursuing enforcement action. Grantor shall take all reasonable actions, but consistent in any event with customary standards for the management of comparable areas utilized for the same purposes as the Protected Waterfront, to prevent or abate third persons from taking such unlawful or unauthorized actions on the Protected Waterfront.

5.3. Assignment. Holder has the right to assign this Covenant to another qualified holder, subject to such terms and conditions as the Holder may determine, consistent with the provisions of 33 M.R.S., Chapter 6-A.

5.4. Amendments and Discretionary Consents. Grantor and Holder acknowledge that, they are unable to foresee all potential future technologies and future evolution of natural resources affecting Commercial Fisheries Businesses in Maine, and other future occurrences affecting the purposes of this Covenant. Holder therefore may determine whether (a) proposed uses or proposed improvements not contemplated by or addressed in this Covenant and (b) alterations in existing uses or structures are consistent with the purposes of this Covenant. Any legally permissible amendment and any discretionary consent by Holder may be granted only if Holder has determined, in its discretion, that the proposed use furthers or is not inconsistent with the purposes of this Covenant, substantially conforms to the intent of this Covenant, meets all applicable conditions expressed herein, does not change the utility of the Protected Waterfront for commercial fishing activities, will not otherwise interfere with or alter the intended uses for Commercial Fisheries Business, and does not materially increase the adverse effect on Commercial Fisheries Businesses of the non-working waterfront uses and activities permitted in this Covenant.

5.5. Termination by Judicial Action. An action to terminate this Covenant may be brought pursuant to 33 M.R.S., Section 133. As a part of such action, the court must find that, due to a change in circumstance, this Covenant no longer serves the public interest in protecting or enhancing the commercial marine fisheries or related businesses of the State of Maine. Grantor shall repay to Holder the fair market value of this Covenant at the time of its extinguishment, such value to be calculated in accordance with Section 5.7. Any appraisal carried out pursuant to this Section 5.5 shall be done by a Maine licensed general appraiser qualified to evaluate

commercial waterfront properties and commercial fisheries businesses, at the expense of the party bringing the action.

5.6. Termination by Condemnation. This Covenant constitutes a property right owned by the Holder. Notwithstanding that this Covenant is an obligation, and not a financial asset, should it be extinguished by the exercise of the power of eminent domain or acquired by purchase in lieu of condemnation subject to the prior written consent of Holder, Holder is entitled to a share of the proceeds of any sale, exchange or involuntary conversion of the property, according to Holder's proportional interest in the Protected Waterfront, such share to be calculated in accordance with Section 5.7.

Drafter's Note: For the following provisions (Option A or Option B), LMF staff will instruct which Option applies to the Project. Thereafter, the alternate language should be deleted as part of the initial drafting.

OPTION A – *for projects whose grant has been set by Board policy decision at 25% of appraised, unencumbered value (subject to possible further downward adjustment due to availability of funding.)*

5.7. Valuation upon Termination. Grantor and Holder agree that the grant of this Covenant creates a property right vesting immediately in Holder. Grantor and Holder further agree that the value of Holder's interest in the Protected Waterfront may change as market conditions, land values and development occur in the area of the Protected Waterfront. In the event that this Covenant is extinguished or reduced by judicial decree, eminent domain or other legal authority for which action Grantor or Holder is entitled to receive compensation, the parties agree that notwithstanding the valuation process used by the judicial authority or the acquiring entity to calculate compensation due to Grantor and Holder, Holder shall be entitled to a portion of the proceeds of such sale, exchange or conversion, or the increase in such value, equal to ***the greater of:***

- (i) the percentage of value that this Covenant bore to the value of the unrestricted Protected Waterfront as of the date of execution of this Covenant, such value being _____ percent (%); or
- (ii) the proportion that the value of this Covenant bears to the fair market appraisal value of the Protected Waterfront unrestricted by this Covenant on the date of such sale, exchange or conversion, computed as follows: the entire proceeds multiplied by a fraction, the numerator of which is the amount by which the fair market appraisal value of the interest taken at the time of such taking (unrestricted by this Covenant) is reduced by the terms and conditions of this Covenant, and the denominator of which is the fair market appraisal value of the interest taken at the time of taking unrestricted by this Covenant.

OPTION B – *for projects for which the grant has been established by full “before and after” appraisal*

5.7. Valuation upon Termination. Grantor and Holder agree that the grant of this Covenant creates a property right vesting immediately in Holder. Grantor and Holder further agree that the value of Holder's interest in the Protected Waterfront may change as market conditions, land values and development occur in the area of the Protected Waterfront. In the event that this

Covenant is extinguished or reduced by judicial decree, eminent domain or other legal authority for which action Grantor or Holder is entitled to receive compensation, the parties agree that notwithstanding the valuation process used by the judicial authority or the acquiring entity to calculate compensation due to Grantor and Holder, Holder shall be entitled to a portion of the proceeds of such sale, exchange or conversion, or the increase in such value, equal to the proportion that the value of this Covenant bears to the fair market appraisal value of the Protected Waterfront unrestricted by this Covenant on the date of such sale, exchange or conversion, computed as follows: the entire proceeds multiplied by a fraction, the numerator of which is the amount by which the fair market appraisal value of the interest taken at the time of such taking (unrestricted by this Covenant) is reduced by the terms and conditions of this Covenant, and the denominator of which is the fair market appraisal value of the interest taken at the time of taking unrestricted by this Covenant.

Whenever all or part of the Protected Waterfront is taken in the exercise of eminent domain so as to abrogate the restrictions imposed by this Covenant, Grantor and Holder shall join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking, which proceeds shall be divided in accordance with the proportionate value of Grantor's and Holder's interests as specified in this Section. Holder shall use its share of the proceeds or other moneys received under this Section in a manner consistent with the purposes of this Covenant.

Section 6. NOTICES AND REQUESTS FOR APPROVAL: Any notices or requests for approval required by this Covenant shall be in writing and shall be personally delivered or sent certified mail, return receipt requested, or by such other commercial carrier as requires written proof of delivery to Grantor and Holder, respectively, at the following addresses, unless one has been notified by the other of a change of address:

To Grantor: *[Insert Grantor name and address]*

To Holder: State of Maine, Department of Marine Resources
21 State House Station
Augusta, ME 04333-0021
Attention: Commissioner

In the event that notice mailed to Grantor at the last address on file with Holder is returned as undeliverable, Holder shall send notice by certified mail, return receipt requested, or by such other commercial carrier as requires written proof of delivery, and by regular mail to Grantor's last known address on file with the municipality of *[insert town where land located]*, Maine, and with the Secretary of the State of Maine, if applicable, and the mailing of such notice shall be deemed compliance with the notice provisions of this Covenant.

Grantor's notices to Holder must include sufficient information to enable Holder to determine whether Grantor's plans are consistent with the terms of this Covenant and the conservation purposes hereof.

In the event that the Protected Waterfront is owned by a trust, a business entity, or is held in common by more than one individual, the Grantor entity or the common owners shall designate an agent to be responsible for the receipt of notices from Holder. In the event that no single owner or agent is so designated, the notice to any executive officer of the entity, or to any one common owner shall be deemed to be notice to all.

Section 7. SUBSEQUENT LIENS ON PROPERTY: No provisions of this Covenant should be construed as impairing the ability of Grantor to use the Protected Waterfront as collateral for subsequent borrowing, provided that any mortgage or lien arising from such a borrowing must be expressly subordinated to this Covenant. Grantor shall notify Holder in writing ninety (90) days prior to grant of mortgage or any other interest in the Protected Waterfront except as may be set forth under Section 4. Any such grant of a mortgage or any other interest in the Protected Waterfront is expressly subject to the terms of this Covenant. Grantor shall provide a complete copy of this Covenant to any grantee of any rights in the Protected Waterfront prior to any such grant. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Covenant or limit its enforceability in any way.

Grantor shall pay and discharge when due all property taxes and assessments imposed upon the Protected Waterfront and any uses thereof, and to avoid the imposition of any liens that may impact Holder's rights hereunder. Grantor shall keep the Protected Waterfront free of any liens or encumbrances, including without limitation those arising out of any work performed for, materials furnished to or obligations incurred by Grantor.

Section 8. DEFINITIONS

8.1 Commercial Fisheries Business(es). "Commercial Fisheries Businesses" means any enterprise directly or indirectly concerned with the commercial harvest of wild or aquacultured marine organisms, whose primary source of income is derived from these activities. "Commercial Fisheries Businesses" includes without limitation:

8.1.1. Licensed commercial fishermen, aquaculturists and fishermen's cooperatives;

8.1.2. Persons providing direct services to commercial fishermen, aquaculturists or fishermen's cooperatives, as long as provision of these direct services requires the use of working waterfront real estate; and

8.1.3. Municipal and private piers and wharves operated primarily to provide waterfront access to commercial fishermen, aquaculturists or fishermen's cooperatives.

8.2 Marina. "Marina" shall be defined as a facility that repairs vessels not engaged in Commercial Fisheries Businesses, or provides berthing space for vessels not engaged in Commercial Fisheries Businesses as defined herein.

8.3 Working Waterfront and Working Waterfront Uses. For the purposes of this Covenant, “Working Waterfront” and “Working Waterfront Uses” shall be defined as the use of land and interests in land that comprise the Protected Waterfront for commercial fishing activities and uses incidental thereto including, but not limited to, the:

8.3.1. erection, maintenance, operation and repair of the following: wharves; hoists, cranes, winches and related equipment and improvements; cold storage facilities for aquatic organisms; and docks and floats for vessels used to harvest aquatic organisms, provided that such docks and floats comprise or are attached to the Protected Waterfront;

8.3.2. berthing, landing, loading, unloading, cleaning, maintaining, repairing, supplying, provisioning, and outfitting vessels used to harvest aquatic organisms for retailing or wholesaling.

8.3.3. fueling of vessels that are berthed on the Protected Waterfront and are used to harvest aquatic organisms;

8.3.4. purchase, fabrication, storage, repair and maintenance of equipment for vessels used to harvest aquatic organisms;

8.3.5. purchase of aquatic organisms for retailing or wholesaling;

8.3.6. preparation or processing of aquatic organisms for retailing;

8.3.7. retailing of fresh or processed aquatic organisms for off-site consumption;

8.3.8. wholesaling of fresh aquatic organisms;

8.3.9. retail shops, offices, restaurants, and administrative services, provided that such facilities provide direct services to Commercial Fisheries Businesses, require the use of working waterfront real estate, and are derived from and related to the uses described in Sections 8.3.1 through 8.3.8, subject to prior written approval of Holder under Section 3.2, as applicable;

8.3.10. parking to support uses described in Sections 8.3.1 through 8.3.8 and not uses described in Section 8.3.9; and

8.3.11. uses supportive of or related to uses described in Sections 8.3.1 through 8.3.8, except that no such use shall reduce the availability of or access to float or dock space for berthing or other water dependent uses of the Protected Waterfront by persons engaged in commercial fisheries businesses, and prior written approval of Holder is obtained pursuant to Section 3.2.

Notwithstanding the foregoing, the incidental and temporary dockage of vessels not engaged in Commercial Fisheries Businesses at the Protected Waterfront for the purpose of buying fuel and

seafood, and the incidental and temporary mooring of vessels not engaged in Commercial Fisheries Businesses in the area of the Protected Waterfront, shall be allowed, provided that Commercial Fisheries Businesses are not adversely affected by such incidental and temporary uses.

“Working Waterfront Uses” uses shall not include apartments, residences, condominiums, hotels, lodging, gas stations, yacht clubs and Marinas.

Section 9. OTHER GENERAL PROVISIONS:

9.1. Any activity permitted under this Covenant remains subject at all times to all applicable state, federal and local laws and regulations.

9.2. In executing this Covenant, Grantor has considered the fact that uses prohibited hereby may become more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. It is the intent of both Grantor and Holder that any such changes not be deemed to be changed conditions permitting alteration or termination of this Covenant.

9.3. Only Holder, Grantor, the Attorney General, or the municipality of *[insert name]* pursuant to 33 M.R.S., Chapter 6-A, Section 133, may bring an action to enforce this Covenant, and nothing herein should be construed to grant the public standing to bring an action hereunder, nor any rights in the Protected Waterfront by adverse possession or otherwise.

9.3.1. Holder hereby designates the Department of Marine Resources as the primary agency responsible for monitoring, management and enforcement of this Covenant. All notices to Holder shall be delivered to said Department, as set forth in Section 6.

9.4. Grantor agrees to incorporate the terms of this Covenant by reference in any deed or other legal instrument by which Grantor divests themselves of any interest in all or a portion of the Protected Waterfront, including, but not limited to, a security or leasehold interest.

9.5. This Covenant shall be interpreted under the laws of Maine to resolve any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its working waterfront purposes. Failure of any section or provision of this Covenant shall not affect the validity or enforceability of the remainder of this Covenant. If uncertainty should arise in the interpretation of this Covenant, such uncertainty should be resolved in favor of conserving the Protected Waterfront for use by Commercial Fisheries Business.

9.6. This Covenant is of unlimited duration. Every provision of this Covenant that applies to Grantor or Holder shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear.

9.7. Grantor and Holder claim all of the rights and immunities against liability for injury to the public to the fullest extent of the law under Title 14 M.R.S. Section 159-A, *et seq.* as amended

and any successor provision thereof (Maine Recreational Use Statute), and under any other applicable provision of law and equity.

9.8. Captions: Captions and headings in this agreement are for convenience only and do not form a substantive part of this agreement.

IN WITNESS WHEREOF, the said [*Grantor name*]. has caused these presents to be executed in its name and behalf by _____, its _____ hereunto duly authorized and sealed with its corporate seal this _____ day of _____, 201__.

[*Grantor name*]
By: [*authorized signatory*]

STATE OF MAINE
Kennebec, ss. _____, 201__

Then personally appeared the above-named _____, _____ as aforesaid and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation.

Before me.

Notary Public/Maine Attorney at Law
Printed Name: _____
My Commission Expires: _____

ACCEPTANCE BY HOLDER:

State of Maine
Department of Marine Resources
By: Patrick Keliher, Commissioner

Witness

STATE OF MAINE

KENNEBEC, SS.

_____, 201_

Then personally appeared before me, PATRICK KELIHER, Commissioner as aforesaid, hereunto duly authorized, and acknowledged the foregoing to be his free act and deed in his capacity as Commissioner of the Department of Marine Resources, and the free act and deed of the State of Maine.

Notary Public/ Maine Attorney at Law

Print name: _____

My commission expires: _____

Attachments:

Exhibit A Legal Description

Exhibit A-1: Sketch of Protected Waterfront [*optional*]

Exhibit B: List of Improvements

Exhibit C: Right of First Refusal

EXHIBIT A

[Legal Description, including deed references, sketches]

[optional]

EXHIBIT A-1

[sketch of Protected Waterfront]

EXHIBIT B

[Schedule of Improvements, including list of existing leases in excess of 2 years]

EXHIBIT C

RIGHT OF FIRST REFUSAL:

1. For the purposes of this Right of First Refusal, unless otherwise noted, terms use shall be defined as follows:

A. "Premises" shall include:

1. The land, structures and other improvements located on _____ *[insert general description, including book/page references]* in said _____, _____ County, Maine as described in a deed to the Grantor, recorded in *[Book, Volume, Page numbers]* in the *[name of County]* County Registry of Deeds and more fully described in **Exhibit A** to the Working Waterfront Covenant between said Grantor and the State of Maine to which this Right is attached; and
2. Any share or shares of a corporation, partnership, limited partnership or other form of entity not a natural person that owns or has any interest in the land described in Paragraph 1.A.1 above.

B. "Transfer" and "sale" shall include:

1. The transfer, sale or conveyance of any or all portions of the Premises or any interest therein, whether for cash or other consideration, and whether by legal or equitable means or by operation of law, by gift, pledge, or exchange;
2. If Grantor is a corporation, the transfer or pledge of a share or shares or interest to a person or entity not the owner of such shares or interest at the time this right is initially granted to the State of Maine;
3. If Grantor is a trust, limited liability corporation, limited partnership or other form of ownership that is not held by a natural person, the transfer of any interest in such entity or organization, whether legal or equitable in nature at the time this right is initially granted to the State of Maine;
4. For the purposes of verification of ownership of shares or interests, Grantor shall provide to Holder verification of

legal and equitable ownership of the Premises on an annual basis. Prior to the transfer of ownership of the Premises to a corporation, trust, limited liability company, or other non-individual form of ownership, Holder may require that the shares or other evidence or documentation of such ownership be restricted as to transfer on the face of the documentation of ownership to provide evidence of this Right of First Refusal. In the alternative, Holder may require that all shares of ownership or other evidence of ownership be held in trust by a third party trustee who shall report on an annual basis to the Holder.

C. “Agreement” shall mean this Right of First Refusal.

D. “Grantor” shall mean the [*insert name of Grantor*] its successors and assigns.

E. “Holder” shall mean the State of Maine, acting by and through its Department of Marine Resources, an entity of the State of Maine, its successors and assigns.

2. Grantor agrees that no transfer or sale of the Premises or any interest therein to any third party will occur without first offering to sell the Premises to Holder for a price and terms (hereinafter the "Offer Price") to be determined under the provisions of this Agreement.

3. At such time as Grantor receives a binding bona fide offer to purchase or acquire in any manner or means the Premises or any interest therein, which such offer Grantor wishes to accept, Grantor shall offer to sell the same interest in the Premises to Holder at a price that is the lesser of:

A. The Offer Price, or;

B. The full fair market value of the Premises subject to the Offer (including the site of any structures) assuming its highest and best use is for commercial fisheries businesses commonly occurring within the market area where the Premises is located on the date of the Offer, as determined by a mutually approved disinterested appraiser selected by Grantor and Holder, with the expense of such appraisal divided equally between Grantor and Holder. This appraisal shall take into consideration the permitted and restricted uses set forth in, and the impact on value caused by this Working Waterfront Covenant.

4. Nothing in this agreement shall be construed to prevent Grantor from notifying the Holder directly of Grantor’s interest in transfer of the Premises, without the existence of any offer to purchase the Premises.

5. Any offer made by Grantor to Holder pursuant to this Agreement shall be carried out in accordance with the following procedures:

A. Grantor shall provide to Holder: 1) written notice stating its intent to sell the Premises (hereinafter “Notice”); and 2) a true, correct and complete copy of the binding bona fide offer to purchase the Premises.

- B. Upon receipt of Notice, Holder shall have 180 days to notify Grantor in writing of Holder's election to either purchase the Premises in accordance with the provisions of Paragraph 3 above, or to decline to purchase, in which event, the provisions of Paragraph 7 below shall apply to any surplus price.

6. In the event that Holder elects to purchase the Premises, whether in its own name or in the name of its nominee, the deed shall be delivered and the consideration paid at the offices of Holder in Augusta, Maine at 9 o'clock a.m. on or before the 45th day after the date of mailing of notice of election to purchase by Holder to Grantor or, if a Saturday, Sunday or holiday, on the next business day thereafter, and the deed shall convey a good and clear record and merchantable title to the Premises free of all encumbrances except the Working Waterfront Covenant, with this incorporated Right of First Refusal, and such other encumbrances as shall have been permitted under the Covenant, and the Premises shall be in the same condition as it was at the time of the acceptance of such offer and as otherwise required by the Covenant, reasonable wear and tear and use thereof excepted. The date, time and place of the closing may be amended by written mutual agreement of the parties.

7. Grantor may sell the Premises to the purchaser who has made the binding bona fide offer referred to in paragraph 3 above (hereinafter "the Purchaser"), within one (1) year of the date of Holder's receipt of Notice, following written notice from Grantor to Holder of Grantor's intent to convey the Premises to a purchaser, only in the event that the Holder:

- A. declines in writing to elect its Right within 180 days, such declination to be attached to the deed of conveyance in proof of Holder's declination, and, following such conveyance, shall provide written notice to Holder of Grantor's conveyance to the Purchaser upon the terms and conditions set forth in Paragraph 7; or
- B. fails to provide notice of its exercise of its Right in writing within 180 days, in which event Grantor shall attach to the conveyance being recorded a written notice of failure to exercise, signed by Holder, and, following such conveyance, shall provide written notice to Holder of Grantor's conveyance to the Purchaser upon the terms and conditions of this Right; or
- C. having elected its Right in writing, fails to complete the purchase within the specified time period for reasons other than defective title or failure of Grantor to convey title to Holder without waiver and consent by Holder in which event Grantor shall attach to the conveyance being recorded a written notice of failure to complete the purchase, signed by Holder, and shall provide written notice to Holder of Grantor's conveyance to the Purchaser upon the terms and conditions of this Right.

Any transfer to the Purchaser shall be in accordance with the terms of the binding bona fide offer, and shall not occur without written certification from Holder that the transfer is being carried out in accordance with such offer. Such certification shall be attached to any deed or transfer conveying any title or interest to such Purchaser and no transfer shall be effective without such attached certification. To the extent that the price or other consideration of such transfer exceeds the sales price determined in accordance with the appraisal process set forth in Paragraph 3.B of this Agreement, any amount in excess of the appraised value shall be turned

over to Holder to be deposited with the Land for Maine's Future Program or its successor entity for working waterfront preservation.

8. NOTICE TO GRANTOR, ITS SUCCESSORS AND ASSIGNS: Any attempt to transfer any or all interest in the Protected Waterfront to an individual or entity other than the individual or entity set forth in the binding third party offer or which does not carry out the transfer of the Protected Waterfront in accordance with the terms of this Agreement, shall be a nullity and of no effect. Holder State of Maine may challenge any transfer by recording notice of such transfer in the [county where land located] County Registry of Deeds and by commencement of legal action against Grantor and any person or entity who takes title to the Premises without the consent and agreement of Holder State of Maine. Grantor, its successors and assigns, shall be liable for all legal costs and attorney fees arising out of or related to such legal proceedings to preserve the rights of Holder State of Maine.

9. EXEMPT TRANSFERS. Individuals. The following events shall not trigger Holder's Right of First Refusal, provided that notice thereof is given to Holder at least 60 days in advance of any transfer of title thereunder, in which event Grantor shall provide written notice to Holder of Grantor's transfer subject to this Right of First Refusal and shall record such transfer together with an affidavit setting forth evidence of notice to Holder in the [county where land located] County Registry of Deeds:

- A. a bona fide gift for no or nominal consideration to Grantor's spouse, parents, siblings, children or grandchildren (whether by blood or adoption), and their respective spouses, children or grandchildren (whether by blood or adoption), subject to the terms of this Right; or
- B. the devise of said Premises by the will or intestacy of Grantor, their heirs, successors or assigns, provided that a transfer pursuant to order of the probate court, in accordance with the terms of this Agreement shall be to a qualified person set forth in Section 9.A herein, subject to the terms of this Right.

9.1. EXEMPT TRANSFERS: Cooperatives. The following events shall not trigger Holder's Right of First Refusal if the Grantor is a member-owned cooperative organized under Maine Revised Statutes, Title 13, Chapters 85 or 87, or other provision of Maine law providing for one-member, one-vote ownership of a cooperative:

The issuance, transfer or retirement of shares, whether distributed or redistributed, as the case may be, to members or not, PROVIDED THAT this Right of First Refusal shall be triggered if the number of member owners of the cooperative is reduced to less than three (3) members.

Transfers of shares or mergers of cooperatives not described in this Section 9.1, transfers of shares or ownership of corporations, and mergers of cooperatives, corporations or other entities, shall be governed by the provisions of this Right of First Refusal.

10. Any notices required by this Agreement shall be in writing and shall be deemed delivered upon receipt if delivered in hand or mailed, postage prepaid by certified mail, or by any commercially available carrier or entity that requires a signed and dated receipt upon delivery, addressed as follows:

Grantor: *[name and address of Grantor]*

or such address as is on file at the offices of the Town of *[insert municipality where land located]* as the owner of the Protected Waterfront if Holder has no current address on file for Grantor

Holder: State of Maine, Department of Marine Resources, 21 State House Station, Augusta, ME 04333-0021, Attention: Commissioner

or at such other address as to which either party has provided notice to the other in accordance with this Agreement.

11. Holder may assign its Right of First Refusal at any time after providing notice to Grantor of Holder's election to exercise in accordance with the terms of paragraph 3 above, provided that the Right may only be assigned to a party which, in Holder's opinion, will use or facilitate the use of the Premises for working waterfront uses set forth in the Covenant and in 33 M.R.S., Chapter 6-A. Any assignment shall be effective only when made in writing, signed by Holder, and duly recorded with the *[county where land located]* County Registry of Deeds.

12. Any decision by Holder not to proceed with acquisition of the Premises hereunder shall be in writing, signed by Holder, and in a form suitable for recording in said registry of deeds. Such a decision shall serve to satisfy Grantor's obligations to Holder under this Right with regard to the named third party purchaser only, and only on such terms and conditions as are stated in the decision.

13. Notwithstanding a decision by Holder not to acquire the Premises under this Right, Holder shall continue to hold this right in perpetuity, and such Right shall be a servitude on the Premises, and shall run with the land and shall be binding upon Grantor, its successors and assigns forever for the benefit of Holder, its successors and assigns, so long as the Working Waterfront Covenant is in effect. In the event of termination of the Working Waterfront Covenant, Holder shall have the right to purchase the Protected Waterfront in accordance with the terms of this Right of First Refusal

14. The rights and obligations of each Grantor hereunder shall inure to and be binding upon Grantor and Grantor's heirs, legal representatives, successors in title and assigns.

IN WITNESS WHEREOF, the said [*Grantor name*] has caused these presents to be executed in its name and behalf by _____, its _____ hereunto duly authorized and sealed with its corporate seal this _____ day of _____, 201__.

[*Grantor name*]
By: [*authorized signatory*]

STATE OF MAINE

Kennebec, ss.

_____, 201__

Then personally appeared the above-named _____, _____ as aforesaid and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation.

Before me.

Notary Public/Maine Attorney at Law

Printed Name:_____

My Commission Expires:_____

Appendix L: C&R Scoring & Selection Process Workgroup Report

The C&R Scoring & Selection Process Workgroup met on October 31st and March 24th to discuss possible changes to the scoring and selection process of future LMF C&R projects. The March 24th meeting ran for several hours and the Workgroup attempted to review as many of the below concerns that time would allow. To understand many of these items it is best to simultaneously view the C&R Scoring criteria on page 22 of the workbook.

Recommendations of Workgroup.

DWA Criteria (page 30 of Workbook):

DWA scoring criteria was developed specifically to address the November 2012 bond. The Workgroup discussed removing this criteria in future rounds. Since a future bond will likely maintain similar preference to DWA the Workgroup recommends keeping the DWA scoring criteria and reviewing it with MDIFW prior to any future call for proposals.

WORKGROUP RECOMMENDATION: Retain DWA scoring criteria

Max Score:

Members of the Workgroup agreed that with changes made over the years to the scoring system, the maximum score of 239 does not seem intuitive and many members questioned whether the current scoring system emphasized the most important criteria. The Workgroup recommends using a multiplier to adjust scores so that 100 is the maximum score. Single Exceptional Value would be bonus points in addition to the 100. The 50 Single Exceptional Value points would also be reduced by the same multiplier.

WORKGROUP RECOMMENDATION: Adjust maximum score to 100 (+ Single Exceptional Value)

Southern Verses Northern Maine Conservation Land:

The LAPAC scoring criteria gives a slight preference to lands in southern Maine. This divide has caused confusion among Board members and applicants as to what is considered southern verses northern Maine. The LAPAC report calls for a focus on “the southern portion of the state (south of Bangor)” because of its rich biological diversity, development threats, limited public holdings, and proximity to population.

WORKGROUP RECOMMENDATION: Southern Maine is south of the Route 2 / Route 9 corridor (Bethel to Calais) (historically used by LMF). For multi-parcel projects 51% of the acreage or value must be in southern Maine to receive the higher LAPAC multiplier.

Significance category chosen (Local, Regional, Statewide Significance Confusion):

Applicants sometimes select a significance category that differs from what the board or the program believes it should be. For example, if the proposal identifies Statewide significance when Regional may be more appropriate, then staff flags this for the Scoring Committee to consider and for the Boards ultimate vote on changing the category on a specific proposal(s). The issue with this is that by the time the Board takes this vote, the Scoring Committee has already scored the proposal and at this point it is too late to rescore proposals.

The Workgroup wants to eliminate confusion by ensuring that each proposal has an appropriate significance category BEFORE they are scored.

WORKGROUP RECOMMENDATION: Staff will review and confirm a proposal's significance category when the proposal is received. LMF Director will consult with the applicant and sponsoring state agency when deciding to change a category and will have the authority to change the category if appropriate. Proposals would be presented to the Board and it's subcommittees with the proper category assigned.

Misuse or misinterpretation of the terms Local, Regional, and Statewide in the Workbook:

The terms Local, Regional, and Statewide are sometimes misused in the workbook and sometimes misinterpreted by applicants and Board members.

WORKGROUP RECOMMENDATION: Since the terms local, regional, and statewide have a specific meaning related to the significance of the Major Land Category then staff is to remove all other uses of the words local, regional, & statewide in the scoring criteria. This involves removing these words in the scoring criteria for 'Proximity', 'Need Rating', & 'Multiple Land Categories'.

Proposals Are Too Thick:

Proposals are sometimes very thick and demand a lot of time from each board member to review. The Work Group discussed the need for proposals to include addendums such as appraisals, deeds, draft easements, etc.

WORKGROUP RECOMMENDATION: Applicant provides one complete copy of their proposal in hard copy and electronically. The additional copies for the Board should exclude the attachments (deeds, draft easements, appraisal, etc.)

Who Should Score Proposals:

The scoring process is complex and time consuming. Staff spends significant time on reviewing proposals and members of the Scoring Committee thought staff may be able to assist them in the Committees review and scoring of proposals.

WORKGROUP RECOMMENDATION: Staff score proposals, present, and explain their scores to the Scoring Committee. Scoring Committee uses this information as the beginning place for discussion and develop a consensus score together.

Proposal Presentation:

Currently Board members are presented with a one page summary sheet, a copy of the proposal, and PowerPoint slides on the day of proposal selections.

The Workgroup discussed giving applicants the opportunity to personally present their proposals to the Board. This could be in a meeting separate from the selection meeting. Each applicant would have a set amount of time to present their proposal. Board members would still receive a summary sheet and copy of the proposal.

WORKGROUP RECOMMENDATION: The Workgroup is in favor of this type of presentation however does not deem it necessary to make a recommendation at this time.

Economic Significance:

The economic significance points are particularly difficult for applicants and for those who score proposals. It was intended to be temporary for round 7 but stuck for round 8.

WORKGROUP RECOMMENDATION: The Economic Significance scoring criteria is important and should remain for future rounds. Staff should attempt to rewrite the Economic Significant section in a way to better measure and quantify a proposals economic significance.

Future Items To Discuss:

- **Scoring Criteria and Proposal Format sections of the workbook are redundant**
- **Site Visits**
- **LAPAC Multiplier**

- **Role of Nominations Committee**
- **Executive Session**
- **Statewide Projects (Do all parcels need to be owned in whole or in part by the State)**

Appendix M: Criteria for Priority Deer Wintering Areas

Criteria for Priority Deer Wintering Areas

1. Property eligibility. At least one box must be checked to qualify as a priority DWA.

- ☐ The DWA is ≥ 500 acres
- ☐ The DWA and adjacent conservation land is ≥ 500 acres
- ☐ The property has been historically used by deer (for wintering) since 1950
- ☐ The property is capable of providing (winter) shelter to deer by 2031 (in 20 years)

Yes / No

2. Geographic location:

- a. Occurs in a Wildlife Management District (WMD) where deer populations are below the population objective.

WMDs : _____ 2 points

OR

- b. Occurs in a WMD where deer population objectives are not consistently met.

WMDs: _____ 1 point

OR

- c. Occurs in a WMD where publicly owned conservation lands are deficient ($< 15\%$)

WMDs: _____ 1 point

3. Fee vs. Easement – Assumes MDIFW will have approval of Management Plans

- a. Fee to a State Agency _____ 2 points

- b. Fee to a Conservation Organization with demonstrated capacity managing DWAs
_____ 2 point

- c. Easement to a State Agency or Conservation Organization with demonstrated capacity & a stewardship endowment to compensate State Agency staff time for management & monitoring oversight.
_____ 1 point

- d. Fee or Easement to a Conservation Organization with little/no demonstrated capacity managing DWAs
_____ 0 points

4. Landscape Context:

- a. travel corridor(s) (streams, wetlands, valleys, ridges) are protected as part _____ 2 points

of the project or on adjacent conservation lands

- b. surrounding land uses partially limit movement _____ 1 point
- c. surrounding land uses are incompatible _____ 0 points
- d. > 75% of the biological deer wintering area will be protected _____ 1 point

5. Other Uses Planned for the property

- a. DWA management will be the primary objective for the property _____ 4 points
- b. DWA management will one of multiple management objectives _____ 2 points
- c. Other uses will be the primary management objective or other uses deemed incompatible will be allowed in or adjacent to the DWA (see MDIFW DWA mgmt. guidelines for examples) _____ 0 points

6. IF&W input on DWA significance:

Deer Wintering Area Condition, Quality & Functionality:

- a. Predominant forest cover/% of different cover types
- b. Species mix , size in diameter, height
- c. Ratio of stand perimeter to stand area
- d. Land use history
- e. Vulnerability or Threat to Conversion
- f. Does the parcel currently function as a Deer Wintering Area? _____ 4 points

Appendix N: Economic Benefit

The use of public money, especially through bonding, should be weighed and evaluated to ensure that it is being used wisely. Several different reports have touted the economic impact of conservation in Maine and offered models to capture economic benefit including reports conducted by Aaron Paul from the Yale School of Forestry and Environmental Studies, the Muskie School and Margaret Chase Smith Center, Defenders of the Wildlife and the Center for Tourism Outreach at the University of Maine.

⁸³ ⁸⁴ ⁸⁵ ⁸⁶ Measuring the economic benefits from a land conservation project can be a daunting task as there are different elements that can be difficult to estimate accurately.

It is a mistake, however, to leave out the measure of economic benefit entirely when evaluating conservation projects. The solution is to compromise between quantitative and qualitative measures, identifying variables that can be measured without imposing an undue burden but are specific enough to allow an accurate gauge of economic benefit.

In 2010, an ad-hoc group consisting of members of the LMF staff, The Nature Conservancy, Maine Coast Heritage Trust, and others drafted an economic benefit component to be used for the Round 8 project selection process. The ad-hoc group presented a working concept that initially created a separate section for scoring, which would require applicants to discuss economic benefits with specificity, describe the steps to facilitate and publicize public recreational use with specific linkages to local tourism and recreational businesses, and to request letters of support.⁸⁷

The 2011 Workbook asked applicants to address the Economic Benefit criteria through the following three indicators (5 points):

- **Significance to State, Regional and Local Economy:** How does this project provide economic development opportunities on a local, regional, or state-wide scale?
- **Economic Contribution and Public Benefits:** Please provide a list of businesses and/or private contractors (e.g. guides) with whom you have consulted in the design of your project and who stand to benefit from this project, especially businesses that are critical cornerstones of the affected area's economy.
- **Community Planning and Economic Development Support for Project:** Is this parcel part of a larger community planning effort such as a downtown redevelopment or mixed-use plan, open space or recreation plan, or comprehensive land use or economic development plan for the region?

⁸³ Paul, Aaron, *Evaluating the Economic Benefits of Land Conservation in Maine*, June 2011

⁸⁴ Barringer, Richard et al, *The Land for Maine's Future Program: Increasing the Return on a Sound Public Investment*, Edmund S. Muskie School of Public Service, Margaret Chase Smith Center for Public Policy, January 2004

⁸⁵ Kroeger, Timm and McMurray, Anna. *Economic Benefits of Conserving Natural Lands. Case Study: Mt. Agamenticus Area, Maine.* Defenders of Wildlife. September 2008

⁸⁶ Anderson, Mark W., Boyle, Kevin J., and Bell Kathleen P., *Procedures for Evaluating the Potential Regional Economic Impacts of Conservation Lands in the 100-Mile Wilderness Region*, Center for Tourism Research and Outreach, University of Maine, 2005

⁸⁷ LMF Board minutes January 2010 and May 2010

The 2013 Workbook changed the Economic Benefit section by offering a tiered-approach to the scale (adjusted to 10 points) with a Substantial (7-10 points), Moderate (4-6 points) or Minor (1-3 points) economic benefit. The following addresses the description of a “substantial economic benefit” project. The others meet the criteria at lesser degrees.

“The project will have a substantial economic benefit that will affect a large number of individuals and support economic activity throughout the area. The proposal has documented that the project has or should preserve or increase sales and other economic activity to local businesses in all four seasons. The project is part of a larger community planning effort such as a downtown redevelopment or mixed-use plan, open space or recreation plan, or comprehensive land use or economic development plan for the region. The proposal describe how the project supports those plans, provide contact information for a community representative who can provide additional information and a letter(s) of endorsement is included from those responsible for implementation of the plan that discusses how the proposal contributes to the plan’s success. The proposal describes how the project creates or enhances economic activities and how the land will be promoted to tourists and recreationalists. Include letters of support from recreational organizations, businesses, chambers of commerce or other business organizations, trade and civic organizations, or local and regional governments that describe how the proposal supports the economy.”

Recently, at the July 14, 2015 LMF board meeting, several board members stated that retaining the economic benefit measure was an important criterion in the scoring process for project selection. In conversations with LMF staff, it was indicated that this was an area that needed further input for meaningful measure.

Developed with input from state economist Amanda Rector, recommended additional measures (a description of each measurement follows):

- **Funding Sources:** A “Quality of Match” indicator to document the source of match should be detailed at the application and closing stages.
- **Land Use**
 - Business impact can be evaluated through quantitative measures where actual employment and/or revenues are known.
 - Applicants should clearly identify intended uses for the lands they will conserve through the use of LMF funds. For example, if an applicant doesn’t intend to harvest the forest in their management plan, they should clearly state conservation goal.
- **Current Competitive Environment:** Description of impacts upon both private sector/enterprises and current conservation lands, trails, and areas (for example competing agencies, land trusts, etc...)
- **Net Economic Impact**
 - Applicants should describe in a narrative of limited length the anticipated net economic impact of the conserved land project.

Funding sources: Conservation purchases are typically funded through a combination of private and public funds, bargain sales, and the use of other lands as match. The higher ratio of private to

public dollars the greater return of investment for hardworking taxpayers. Although the expectation is that LMF funds will be matched, it should be noted that public dollars include all levels of public funding (state, local, and federal). Applicants could make a focus on putting together financing projects with greater privately-acquired funds (foundation support, corporate/business, private citizen).

Land use: Different types of land use have varying economic benefits. Land that is being conserved solely for recreational activities has a different economic benefit than land that is being conserved as a working waterfront. There are many different ways to value the land use, but several involve complex calculations and assumptions and are difficult to measure. Two primary measures, business impact and land usage should be used for this evaluation.

Business impact can be measured both directly and indirectly through employment and revenue changes. Direct impact is for businesses primary to the project. For example, a conservation purchase of a farm will have a direct impact on that farm. Indirect impacts are related to businesses secondary to the project. For example, the conservation purchase of a property for recreational use may draw more visitors to the area who then spend money at nearby businesses for food, lodging, supplies, etc.

Usage is harder to measure but easier to identify; one way it could be evaluated is through a series of checkboxes. Land that is designated for a broad array of uses, especially if several are commercial uses, will have a greater economic benefit than land conserved solely for recreational use. In regards to ecosystem resource benefits, while the preservation of a source of clean drinking water may have advantageous economic benefits, the sequestering of carbon through “hands-off” forest management is generally conducted for the benefit of economic development outside of the state, while reducing the ability to sustainably harvest forests within Maine.

Current competitive environment: Applicants should describe the current market or competitive environment in the project area. The conservation project may be directly competing with private enterprise, such as in the case of a farm where there are clearly economic repercussions from expending public funds on a project that may negatively impact a private business. Over-competition could also be an issue for recreation lands where an existing public recreation area may battle for limited maintenance dollars and visitors. It is important to know how saturated the conservation landscape is in a particular field – more saturation generally diminishes the economic benefit of additional conservation projects.

Net economic impact: This provides an opportunity for the applicant to include any impacts that were not addressed in the previous questions and to expand on any subjects of particular importance.

*Several of the LMF Board public members indicated that this was new information that hadn’t been previously analyzed by the Board and therefore not all members felt comfortable endorsing the “recommended additional measures.”

Appendix O: Emerging Issues

Emerging Issues as developed by the LMF Board at the August 25, 2015 workshop for the 2015 GEA Report

Improving information technology – availability & distribution of data. What specific data is needed and what analysis tools? For what purpose and what audience?

Assessment of scoring & project evaluation – does it work? Does it emphasize current priorities?

Improve public awareness and use of public lands acquired with LMF money.

Emerging Issues identified in the 2007-2008 GEA report

The 2007-2008 GEA report provided an update on status of the 4 emerging issues identified in 2001 (listed below) and identified 2 new emerging issues

Conserving Regional Landscapes

- Many land trusts and their partners have shifted their approach from single parcel conservation to a larger regional context (Mt. A to Sea, Grand Lake Stream, River-Link). The program will need to continue to adapt and mature to support these regional landscape conservation efforts.

Assuring Public Access

- There is high public demand for access to recreational lands, yet in some areas traditional access to private lands is diminishing. The need to promote and manage public access is increasingly important and challenging. LMF program continues to work with landowners, management agencies, funders and recreational groups and to participate in state policy discussions to assure continues public access to recreation.

Emerging Issues identified in the 2001 GEA report

Protecting the State's investments in conservation easements

- The State does not have sufficient capacity to adequately steward state-held easements
- Development of “working farm value” to aid in valuation of agricultural lands and tracking data to support the working farm valuation process. *NOTE: This valuation process is no longer used by LMF*

Large-Scale conservation easements

- Review LMF policies to ensure that the State is making use of CEs in a consistent manner among all of its land protection projects

Workload at the Board level

- Success of the LMF Program is due in large part to the quality and commitment of the Board. Maintaining this excellence in the future and avoiding board member burn out will be essential.

Workload at the Staff level

- In context with the amount of bond funds and number of active projects, the recommendation was to increase staff from 1 dedicated position to 2 dedicated positions. *NOTE: LMF also had 3 staff that were shared with other programs within the State Planning Office.*

Supplemental statement of the public members of the Land for Maine's Future Board to the Governmental Evaluation Act Report to the Joint Standing Committee on Agriculture, Conservation and Forestry.

Introduction

This supplemental report is made by the public members of the Land for Maine's Future Board, who feel that the current review and examination of the LMF activities by the Office of Policy and Management may not address the current impasse and impediments to operations of the Land for Maine's Future Board. The purpose of this statement is not to take any political stand on non-LMF issues, but to express concern over long term effects on conservation efforts in the State of Maine. Conservation and public policy efforts of LMF programs are in jeopardy and, by extension, local efforts are negatively impacted.

Summary of Facts:

The main report being released clearly outlines the many accomplishments of LMF over the years: the conservation of key natural resources all across Maine that provides public access, outdoor recreation, and preservation of many scenic and important resources; the preservation of working farms to enable Maine families to continue long standing farm and lifestyle operations; the protection of working waterfront facilities that provide jobs and continuation of a vital fisheries industry in the State of Maine. These efforts have been well documented. Those and future efforts are now in jeopardy.

In 2009, \$6 million in bonds were approved by the public and in 2011, an additional \$5 million was approved by the public. After developing extensive criteria and holding workshops with the public, 32 proposals were submitted by March 2014. These requests were accompanied by proposals that met the guidelines set by conservation groups, thus furthering the wishes of the public and legislative interests. The board then spent hundreds of hours reviewing the proposals and gathering additional information in order to score and evaluate the projects. The review, in July, 2014, ultimately resulted in the allocation of \$10.4 million dollars of grants to fund 30 projects. This provided approximately 30% of the total funds necessary for various conservation, farmland, water access and working waterfront projects. Since that time and up until today, these applicants have continued with due diligence to stand ready to close on on the conservation projects according to the specifications in the grants and LMF. Many projects are ready to close and some have closed with borrowed funds due to contractual obligations, thus incurring additional costs to the applicants and the public. The inability to release approved voter bond funds for previously approved projects, isa great concern to the LMF board.

Current situation:

The public members of the LMF board feel Maine faces the most pressing emerging issues to ever affect the Land for Maine's Future program and all conservation efforts in Maine.

1. The success of LMF has always been the result of the bipartisan support of the program by the legislature and the overwhelming support of the public. Adding partisan political agendas to the functioning of this program will always jeopardize the very fundamentals of the program and its ability to objectively carry out the public mandate.

2. Freezing and eventual expiration of publicly approved bond funds create an uncertainty over the availability of public funds and trust in the word of the government to back public policy initiatives.

3. There are now legal questions as to the future availability of funding and disbursements of funds to previously approved projects - putting at risk commitments by the LMF board made under its statutory authority on behalf of the State of Maine, made in good faith. This also risks many committed matching funds from other sources.

4. The inability of LMF to operate normally has put land trusts and state agency applicants in limbo and created many issues for people trying to close on conservation projects that have taken years to put together and have incurred large project costs.

Impact and recommendations:

The following actions need to be taken to restore this program.

1. The legislature should take action to reinstate the expired bonds as soon as possible.

2. The legislature should consider legislation to increase public participation and limit political influence in LMF processes.

3. Efforts should be made to immediately fill vacancies on the LMF board, with due regard to the need for diversity of experience, geography, age, and gender in order to gain reaffirmation by the legislature and executive branch of support for LMF's mission.

Until such time as the LMF board can function again and proceed with closing previously approved projects, other efforts that have been identified or are being identified in the GEA report are irrelevant. The accomplishments of LMF and the impact on the State of Maine that provide access to citizens, which contribute to Maine's quality of life, are in jeopardy.

Reviewed and approved by the public members of the
Land for Maine's Future Board

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James Norris

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