



AT A GLANCE

The MDE-CBT Nontidal Wetland Award Program is designed to maintain a no net loss of nontidal wetland acreage and functions in Maryland. Project site proposals are sought from individuals, nonprofit organizations, government agencies, contractors, and other for-profit entities. Proposed project sites must have the potential to enter into a permanent protection mechanism.

In this Application Package:
Section 1 – Goals and Criteria
Section 2 – Proposal Instructions

Deadline for Mandatory Site Visit:
Applicants are required to arrange a site visit with MDE and the Trust prior to application submission. Please contact Trust staff by **June 1, 2017** to schedule the site visit.

Application Deadline:
July 6, 2017 at 5pm

Grant Requests up to:
\$500,000 (or greater with prior approval)

Submit Your Application by visiting <https://cbtrust.org/nontidal-wetlands/> and following the instructions.

Section 1.0 – Goals and Criteria

The Maryland Department of the Environment (MDE) and the Chesapeake Bay Trust (Trust) seek proposals for nontidal wetland projects in Maryland. The goal of this program is to implement cost-effective wetland projects to provide valuable wetland functions, including habitat for a wide range of species and improved water quality, flood attenuation, recharge of groundwater, and aesthetics in the State’s local watersheds and ultimately the Chesapeake Bay, Youghiogheny River, and Atlantic Coastal Bays. The Trust and MDE welcome your interest and encourage you to learn more about how to apply for funding or technical assistance through this program.

MDE funds for these projects are generated from payments made as compensatory mitigation for authorized nontidal wetland losses; civil or criminal penalties; and other contributions. Projects, if funded, will be considered as In-Lieu Fee compensatory mitigation sites and regulated wetland areas. As a result, projects that receive funding are not eligible for Watershed Implementation Plan (WIP) credit under local Total Maximum Daily Load (TMDL) allocations.

Proposals will be evaluated by an Interagency Review Team for adequacy under Federal compensatory mitigation requirements.

Section 1.1 – Eligible Project Locations and Types

The Nontidal Wetland award program will consider proposals for projects in the following watersheds:

Primary Watersheds:

- Eastern Shore
- Isle of Wight Bay

Secondary Watersheds:

- Eastern Shore
- Assawoman Bay
- Newport Bay
- Sinepuxent Bay
- Western Shore
- Magothy River
- Patuxent River, Lower Area
- Severn River
- South River
- Western Branch
- West River

Tertiary Watersheds:

- Eastern Shore
- Eastern Bay
- Lower Chester River
- Miles River
- Northeast River
- Western Shore
- Brighton Dam Area
- Rocky Gorge Dam Area
- Western Maryland
- Casselman River
- Deep Creek Lake
- Little Youghiogheny River
- Youghiogheny River

Projects located in the primary watershed will be given priority over secondary and tertiary watersheds. An interactive map of these watersheds can be found [here](#). For more detailed information on these watersheds, see the attached Appendix A – MDE Watershed Priorities and Planning.

The program will consider proposals for nontidal wetland projects on individual private, commercial private, community-owned, nonprofit, and public property in these watersheds. In addition, the following projects types will be given priority in the order in which they are listed, with wetland restoration being of the highest importance:

- 1) nontidal wetland restoration, defined as a project to recreate a wetland in an area where a wetland historically existed.
- 2) nontidal wetland creation, defined as a project to create a wetland in an area where no wetlands previously existed. Creation projects that do not require extensive grading will be ranked highly.
- 3) nontidal wetland enhancement, defined as improving the wetland function of an existing wetland. The highest ranked wetland enhancements include farmed wetlands, partially drained wetlands, and wetlands with threatened or endangered species. Most other wetland enhancement projects will not be ranked highly.
- 4) wetland preservation, defined as protecting existing high-quality wetlands. Preservation will only be funded if it is a relatively small part of a project package that includes wetland restoration or creation.

Grant Program Guidelines:

- **ALL proposed projects must acknowledge and confirm the ability to adhere to Appendix B – Performance Standards and Monitoring (attached to this RFP).**
- A site visit with MDE and the Trust is required for each proposed project prior to applying to this grant program and must be scheduled by June 1, 2017.
- For wetland restoration, creation, and enhancement projects, the resulting system should generally be a forested wetland (e.g., at least 90% forested wetland, with up to 10% of open water/emergent/scrub-shrub habitat pockets). Higher composition of other vegetative types may be considered on a case-by-case basis, but must be discussed with and approved by MDE and the Trust prior to submission.
- Designs will be evaluated to ensure that completed projects are self-sustaining and will not require continuous manipulation to establish and maintain appropriate hydrologic or vegetative properties (e.g., mowing, adjusting water structures, controlled burns, etc.).
- Projects must result in at least 10 acres of restored/created/enhanced wetlands on the Eastern Shore, at least 5 acres of restored/created/enhanced wetlands on the Western Shore and at least 1 acre of restored/created/enhanced wetlands in Western Maryland.
- Land must be owned by an individual or entity that will agree to permanent protection that includes a provision for periodic access for monitoring and maintenance activities in perpetuity by MDE, the U.S. Army Corps of Engineers (Corps), and the Interagency Review Team (IRT) or their respective representatives only as necessary for monitoring and maintenance. MDE (or MDE designees) require access to perform long-term monitoring/maintenance, and the IRT requires the ability to evaluate the condition of the mitigation site.
- Requests for funding of the permanent protection (either a declaration of restricted covenants only, or a declaration of restricted covenants and a permanent easement) may be included in the proposal.
- Projects are preferred on land that is not already protected. Projects proposed on land that is already under protection mechanisms consistent with long-term preservation and sustainability goals of this award program may be considered. Easement payments for projects proposed on land with existing protection, including but not limited to existing easements or covenants, may be prorated. (See Section 1.4 – Eligible Budget Items section for allowable costs associated with easements.)
- Designs must include a buffer of at least 25 feet around the project perimeter, unless the adjacent land is already encumbered by an acceptable recorded environmental protection mechanism.
- The grantee or contractor will be required to monitor and maintain the project for two years following the completion of the wetland work. After this two year period and upon successfully meeting performance standards (see Appendix B – Performance Standards and Monitoring), MDE will maintain the projects in the long-term to ensure the project success continues into the future.
- Funding partners are not able to support projects that are required under an existing or pending regulatory process or permit, or that are required by a regulatory authority for any other reason. It is the sole responsibility of the applicant to determine if any regulatory requirements or conditions exist prior to applying for the grant.
- Trust staff and MDE are available to answer questions prior to the application deadline. All applicants are strongly encouraged to contact Trust or MDE staff prior to the application deadline to allow maximum time possible for guidance and a site visit.

Section 1.2 – Project Tracks and Eligible Applicants

Proposals will be accepted in one of two tracks:

- **Track 1 – Project Management Track:** An applicant other than the landowner submits a proposal on behalf of the landowner for one of the project types listed in Section 1.1. The applicant must have the capacity to manage and implement all phases of the project, as listed in Section 2, no. 9 - Project Methodology per Project Phase, including but not limited to:
 - Obtaining or confirming permanent protection for the wetland project (including buffer);
 - Obtaining a bond or other acceptable financial assurance for 5% of the bid amount and 100% of the cost of the project;
 - Accomplishing or procuring contractual services to accomplish the site survey, including wetland delineation, and design specifications phase of the project;
 - Obtaining all required permits;
 - Constructing or procuring contractual services to construct and plant the project;
 - Overseeing construction and planting;
 - Monitoring the project for two years to evaluate survival of planted species and control of invasive species coverage;
 - Providing maintenance and remediation in the first two years to ensure the site is meeting performance standards (as per Appendix B – Performance Standards and Monitoring), including replanting, controlling invasive plant species, adjusting hydrology, controlling erosion, and maintaining structures; and
 - Providing all project and financial reporting to the Trust and MDE as required.
 - Successful applicants will not be required to:
 - Provide monitoring or maintenance beyond two years post-planting;
 - Provide long-term management after performance standards are met; or
 - Perform easement monitoring activities.

- **Track 2 – Technical Assistance Track:** The landowner submits a proposal for one of the project types listed in Section 1.1. Successful applicants would work with the Trust to identify project partners, consultants, and contractors to manage and implement all facets of the project as listed above in Track 1.
 - The Trust and MDE would work with the successful applicant to directly contract the work required to complete the project in compliance with the needs of the Trust, MDE, and the landowner.
 - Successful applicants will not be required to prepare full budgets or manage funds.
 - Successful applicants will not be eligible to receive project management fees or indirect costs.

Requests are allowed from the following organizations:

Applicant type	Track 1 – grant funds	Track 1- contracts	Track 2 – Trust-led Projects
501(c)3 Private Nonprofit Organizations	√		√
Faith-based organizations	√		√
Community Associations	√		√
Service and Civic Groups	√		√
Public Agencies	√		√
Soil/Water Conservation Districts & Resource Conservation and Development Councils	√		√
Public and Independent Higher Educational Institutions	√		√
Individual private or commercial landowners			√
Consultants, contractors, and other for-profit entities		√	

See Section 1.4 – Eligible Budget Items for additional budget line items allowed under each track.

Section 1.3 – Required Proposal Elements

The following items must be submitted in the project proposal:

Item	Track 1	Track 2
Photo(s) of the site.	√	√
Vicinity map of the site.	√	√
Description of landowner willingness to consider long term protection, including a letter of support and commitment for the project signed by the property owner. Letter of support and commitment should include what type of protection will be sought for the project (i.e., a declaration of restricted covenants only, or a declaration of restricted covenants AND a permanent easement).	√	√
Description of the bond or other financial assurance proposed for the project. Bond or financial assurance is required for 5% of bid amount and 100% of the contract price.	√	
Description of long-term protection options for the project/site including what type of protection will be sought for the project, (i.e., a declaration of restricted covenants only, or a declaration of restricted covenants and a permanent easement), possible land protection agent(s) options, and projected timeline for obtaining land protection based on land protection agent needs. If available, include letter of support from land protection agent.	√	
General project description, including description of the land, current land use, property ownership.	√	√
Professional Property Appraisal if requesting easement payment costs above the thresholds identified in Table 1.	√	√
Project methodology, including timeline, description of the design phase, conceptual sketch, description of the construction phase, and a description of the procurement process. The conceptual sketch must include an identified 25-foot buffer around the perimeter of the proposed wetland. Timeline must also include estimated costs of each phase of work as listed in Section 2, no. 9 - <u>Project Methodology per Project Phase</u> .	√	
Description of the 2-year monitoring and maintenance plan.	√	
Description of the capacity of the applicant organization to lead the project as listed in Section 2, no. 10 - <u>Applicant Capacity per Project Phase</u> .	√	
Complete budget for full scope of work. (See Section 1.4 – Eligible Budget Items section.)	√	

Section 1.4 – Eligible Budget Items

Funding in this program is restricted to costs associated with nontidal wetland projects. Applicants requesting project technical assistance through Track 2 will not have to prepare a budget with specific funding requests. For those requesting funds through Track 1, funds may be requested for:

- Bonding costs

- Design, survey, wetland delineation, and pre-construction monitoring costs;
- Permit acquisition costs;
- Construction costs;
- Planting costs;
- Engineer construction management costs;
- Landowner acquisition value costs, including cost to purchase easement or fee simple land purchase (easement payment). Easement payments for projects proposed on land with existing protection, including but not limited to existing easements or covenants, may be prorated;
- Costs related to developing and securing the long-term protection mechanism, such as survey and legal work involved in easement development;
- Two-years of monitoring costs, including to evaluate attainment of Performance Standards (see **Appendix B – Performance Standards and Monitoring**);
- Maintenance and remediation costs to ensure the site is meeting performance standards during the first two years including adjusting hydrology, replanting, controlling invasive plant species, controlling erosion, and maintaining structures (see **Appendix B – Performance Standards and Monitoring**);
- For nonprofit applicants only: Project management costs (personnel, travel) not to exceed 5% of the sum of the other budget categories excluding the cost related to long-term protection.

For Track 1 GRANT project applications: Budget requests may include up to a 5% project management fee (calculated as 5% of the total design, construction, and engineering costs) for personnel time and administrative costs such as travel, postage, and other costs in the budget. Additional indirect costs budget items are not permitted.

For Track 1 CONTRACT project applications (from for-profit entities): Budget requests must provide full estimates for all project components, which will serve as the basis for a contract scope of work and budget.

For all Tracks: Funding will not be provided for other costs, including indirect. The funding partners will evaluate each proposal on a case-by-case basis. The partners reserve the right to not fund projects and budget items that fail to advance their missions and meet their specific funding priorities and criteria.

Landowner Easement Acquisition Values: Applicants may apply without an appraisal in hand if they are requesting funds to support easement acquisition values (easement payment) at or below the per acre cost in **Table 1**.

For Applicants Requesting Per Acre Easements Values Above the Table 1 Rates: Applicants requesting funds to support per acre easement payments greater than the values listed in Table 1 must submit a recent appraisal (<5 years old) from a certified professional land appraiser to justify the higher easement value. Costs for a second appraisal must also be included in application budget to correlate the per acre value identified in the first appraisal submitted by applicant. Final easement payment per acre will be valued at the average of the two appraisals. Costs of both appraisals will be reimbursed if project moves forward. Applicant will not be reimbursed for those costs if the project does not move forward.

Application Coordination Fee: Budget requests may include a line item of up to 7% of requested of total Landowner Easement Acquisition Value, not to exceed \$5,000, to be provided to a third party entity that coordinates the application effort. This effort includes, but is not limited to, identification of the landowner, site visits with Trust and funding partners, gathering of information for the application, and coordination between the landowner and other partners/contractors involved in the project. The third party entity cannot be the landowner, the applicant, or any paid employee of the proposed partners or contractors for the project.

Tax Advantage Information: Use of funds from this grant program for certain types of easement payment costs could result in loss of donative intent and therefore ineligibility to claim certain types of tax advantages associated with donating easements unless easement value is proven to be less than market value. Applicants interested in tax benefits are encouraged to consult with a tax professional. For tax-related information about easements, please visit:

http://www.dnr.state.md.us/met/tax_benefits.asp

For general information about easements, please visit: <http://www.dnr.state.md.us/met/faq.asp>

Table 1: Landowner Easement Acquisition Values (easement payment) per acre by watershed.

Easement payments for projects proposed on land with existing protection, including but not limited to existing easements or covenants, may be prorated. The prorated easement payment should be negotiated between the Trust, MDE, the applicant, and the landowner prior to submitting the application.

Project Location (Watershed)	Projects with Declaration of Restricted Covenants		Projects with Declaration of Restricted Covenants <u>and</u> Permanent Easements	
	Cropland Sites	Wooded Sites	Cropland Sites	Wooded Sites
Primary Watersheds				
Isle of Wight Bay	\$7,000	\$2,000	\$9,000	\$3,000
Secondary Watersheds				
Assawoman Bay	\$7,000	\$2,000	\$9,000	\$3,000
Newport Bay	\$7,000	\$2,000	\$9,000	\$3,000
Sinepuxent Bay	\$7,000	\$2,000	\$9,000	\$3,000
Magothy River	\$12,000	\$4,000	\$14,000	\$5,000
Patuxent River, Lower Area	\$11,000	\$4,000	\$13,000	\$5,000
Severn River	\$12,000	\$4,000	\$14,000	\$5,000
South River	\$12,000	\$4,000	\$14,000	\$5,000
Western Branch	\$11,000	\$4,000	\$13,000	\$5,000
West River	\$12,000	\$4,000	\$14,000	\$5,000
Tertiary Watersheds				
Eastern Bay	\$7,000	\$2,000	\$9,000	\$3,000
Lower Chester River	\$7,000	\$2,000	\$9,000	\$3,000
Miles River	\$7,000	\$2,000	\$9,000	\$3,000
Northeast River	\$7,000	\$2,000	\$9,000	\$3,000
Brighton Dam	\$11,000	\$4,000	\$13,000	\$5,000
Rocky Gorge Dam Area	\$11,000	\$4,000	\$13,000	\$5,000
Casselman River	\$6,000	\$2,000	\$7,000	\$3,000
Deep Creek Lake	\$6,000	\$2,000	\$7,000	\$3,000
Little Youghiogheny River	\$6,000	\$2,000	\$7,000	\$3,000
Youghiogheny River	\$6,000	\$2,000	\$7,000	\$3,000

Section 1.5 – Evaluation Criteria

All requests will be evaluated using the following criteria:

Potential ecological benefit/functional uplift

- Located within highest priority watersheds, as identified by MDE in Request for Proposal.
- Type of project (restoration, creation, enhancement, preservation). Restoration/creation and enhancement of farmed wetlands areas will be ranked highest. Other types of enhancement will be ranked based on functional uplift. Preservation will generally be ranked low.
- Anticipated functional uplift, based on an evaluation of the proposed change in aquatic resource function(s).
- Avoidance of adverse impacts associated with project (e.g., flooding, habitat loss, etc.).
- Acreage restored/improved Projects should be large enough to justify staff time to/manage the application and resulting project as well as the long-term maintenance

Project feasibility/readiness

- Documentation of landowner willingness.
- Documentation of long-term site protection mechanism. Easements are preferred over a Declaration of Restricted Covenants. If an easement is proposed, who will hold the easement, and is the easement holder amenable to this

idea? If on government-owned land, how will the site be maintained as conservation land (e.g., MOU, Master Plan, etc.)? If adjacent to parkland, can the site be incorporated into the park?

- Soundness of the technical approach proposed in the conceptual plan.
- Potential to meet Maryland Department of Environment's In Lieu Fee (MDE ILF) Program requirements, including likelihood that the project will be approved by the IRT and reducing additional factors that could limit incorporation of the project into the MDE ILF Program.
- Conformance with applicable Corps and MDE mitigation policy, guidance and permitting requirements.
- Likelihood the project will meet the proposed schedule and/or required deadlines.
- Completeness and feasibility of monitoring and maintenance plan (e.g., invasive species control, supplemental tree planting, etc.) specific to the needs of the proposed project and surrounding land use/conditions.
- Likelihood project will achieve anticipated ecological benefits and results.
- Likelihood of long-term project success/sustainability. Consider factors that may result in higher long-term risk and maintenance (e.g., surrounding invasive species, berms, sea level rise, etc.).

Cost/acre and cost-efficiency relative to functional improvement

- Cost-effectiveness considering the location, land values, existing site conditions, earthwork impacts, and proposed functional uplift.
- Clear and detailed budget, including fair market costs that align with budget line items.

Landscape context

- Watershed context, including how the project supports watershed needs and fits into statewide conservation areas and prioritizations (See Appendix A – MDE Watershed Priorities and Watershed Planning attached to this RFP).
- Presence within or adjacent to existing protected lands, especially parkland, and/or providing public access/recreation/education opportunity.

Applicant/Project Team Capacity

- Tracks 1 and 2:
 - Completeness of application
 - Level of support from agencies, organizations, etc. needed for project success.
- Track 1 only: Experience of the contractor/applicant. Degree to which the contractor/sponsor demonstrates successful experience in managing, designing, constructing, and maintaining this type of project?

Section 1.6 – Deadlines, Awards, Notifications, and Reporting

Site Visit Deadline:

A site visit with MDE and the Trust is required for each proposed project prior to applying to this grant program and must be scheduled by **June 1, 2017**.

Application Submission Deadline: July 6, 2017 at 5pm.

To apply for this grant, follow the instructions at www.cbtrust.org/grants/nontidalwetlands.

First time applicants who have not yet registered to use the system: click on “New Applicant” and follow the on-screen instructions.

Applicants must submit proposals using our Online Grants System. Applications WILL NOT be accepted after submission deadline. **Applicants are strongly encouraged to submit at least a few days prior to the deadline** given the potential for high website traffic on the due date. The Trust cannot guarantee availability of Online Grant System technical assistance on the deadline date.

The Trust encourages applicants to submit draft proposals VIA EMAIL for review and comment at least two weeks prior to the deadline to solicit feedback and strengthen the submission. Please do not submit draft proposals using the Online Grants System.

Award Notification:

Grant awards will be announced in September 2017. All applicants will receive an email stating funding decision. An application may be:

- declined;
- partially or fully awarded as a grant (Track 1);
- negotiated as a contract (Track 1; for-profit entities only); or
- accepted for technical assistance (Track 2).

For Track 2 TRUST-LEAD project applications: Funds may be awarded as grants or contracts depending on the chosen partners, consultants, and contractors.

For approved awards, the Trust will send a grant agreement letter with grant conditions. Grantees must sign and return the grant agreement letter with original signatures. All approvals, both grants and contracts, may be contingent upon conceptual approval by the Interagency Review Team (IRT) led by the U.S. Army Corps of Engineers. This approval process and timeline would be outlined in the grant agreement letter. The Trust and MDE will take the lead on pursuing IRT approval for each selected project.

Reporting:

When the project is complete, the grantee is required to complete a final report, including submission of all invoices/receipts and timesheets for personnel time. Organizations with overdue final reports will not be awarded additional grants. In cases where the grantee fails to submit a status report or final report by the due date, the Trust reserves the right to terminate the grant agreement and require a refund of funds already transferred to the grantee.

Section 1.7 - Contact

Chesapeake Bay Trust

Abbi Huntzinger

ahuntzinger@cbtrust.org

(410) 974-2941 x106

Maryland Department of the Environment

Kelly Neff

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(410) 537-4018

Section 2.0 – Proposal Instructions

When completing the online application process, you will be asked for the following information:

Project Title: List the title of your project

Organization Information

- A. Organization name
- B. Address & Phone Number
- C. Mission of Organization
- D. Organization Type
- E. EIN Number for non-profits

An Executive Officer and Project Officer, two separate individuals, must be identified for all proposals. The Executive Officer and Project Officer must be able to make decisions on behalf of the organization either as board members, employees, or other approved positions. The project officer will be responsible for all project coordination and correspondence with the Trust for the duration of the project. The Trust cannot conduct any official correspondence with contractors, consultants, or other project partners. If at any time the project officer cannot continue in the position, the organization must contact the Trust and assign a new qualified project officer. To avoid conflict of interest issues, individuals associated with for-profit entities to be engaged in the project cannot serve in either role.

Executive Officer of Requesting Organization: You will need to provide: name, title, address, phone, e-mail.

Project Officer: You will need to provide: name, title, address, phone, e-mail.

Grant Information:

- A. Amount of grant funding requested (for Track 1 proposals only)
- B. Grant Period: enter project start and end dates (for Track 1 proposals only)
- C. Local watershed in which the project will be located (from drop-down menu)
- D. County location of project site
- E. Latitude & Longitude (decimal format) of project site. (For assistance with this, contact the Trust)

Project Abstract

In a text box, you will be asked to provide a brief (3-4 sentences) summary of the project, including details such as type of project, project size, location, and main objectives.

Project Timeline

You will be asked to enter major tasks, with start and end dates.

Project Deliverables

You will see a section where you will be asked to fill in estimated deliverables. Please focus on the square footage of wetlands. If your project includes other relevant metrics, for example, number of trees, please feel free to include those metrics.

Volunteer Involvement

Most projects in this grant program will not have a volunteer component; however, if your project includes volunteers, list the relevant activities.

Project Partnerships and Qualifications

You will be asked to enter the following information: project partner organizations, individuals, their areas of expertise, and their role(s) in your project. Include such partners such as design consultants, contractors, landowners, and technical support. Applicants are encouraged to upload a letter of support from each partner outlining the partner's role in the project.

Project Narrative Upload

You will be asked to upload an MS Word or PDF file not to exceed 5 pages of text, excluding photos or materials such as letters of support and commitment, addressing the following questions. **We recommend that you copy and paste the questions (leaving all numbers and titles in place) to use as an outline in your narrative and to ensure that you address all questions.** Additional file attachments (no more than four files total) may also be uploaded through this component.

Tracks 1 and 2:

1. Application Track: indicate whether the proposal falls under Track 1 (project management) or Track 2 (technical assistance).
2. Project location: property address.
3. Project size: Size of project in acres. Provide project acreage by activity type (e.g., restoration, creation, enhancement, preservation) and vegetative type (e.g., forested, scrub-shrub, emergent, open water). In addition, provide vegetation coverage of site (the coverage should be least 90% forested wetland, with up to 10% of open water/emergent/scrub-shrub habitat pockets unless otherwise discussed with and approved by MDE and the Trust). Example: This project will result in 12 acres forested wetland restoration, 1 acre emergent wetland creation, 2 acres enhancement of farmed wetland to forested wetland, and 1 acre forested wetland preservation

with a 25 foot forested buffer surrounding the whole site. The site will be 95% forested and 5% open water/emergent habitat pockets.

4. Project Site: Describe the project site, including feasibility in restoring/creating/enhancing a successful wetland if known, the landowner's involvement in the project (landowner letter of support must be provided) and the current land use of acres to be restored/created/enhanced/ or preserved. List the total number of acres to be restored/created/enhanced or preserved. (Include photos and vicinity map here.)
5. Land Protection: Describe whether the site is under a current long-term land protection mechanism. If so, please describe the type of long-term protection mechanism. If there is no current long-term land protection mechanism, the Trust and MDE can work with you to determine land protection options. Please contact us early in project development. If the land is not already protected, please describe the process by which an easement will be obtained, whether easement funds will be requested, and if so, cost per acre requested. If requesting easement payment costs that are greater than the threshold listed in Table 1, a certified appraisal must be included with the proposal and a budget line item must be included in the proposal for a second certified appraisal, if awarded.
6. Mitigation Projects/Projects Required under Existing Permits or Programs: Indicate whether the proposed project is required under any existing permit, mitigation requirement, or cost-share program.
 - 1) Projects that are required by a separate federal, state, or locally issued permit, decree, or enforcement action cannot be funded under this program.
 - 2) Projects that receive matching funds from the Conservation Reserve Enhancement Program (CREP), Wetlands Reserve Program (WRP), or other cost-share programs cannot be funded under this program, though CREP or WRP projects may be adjacent to acreage proposed for wetland projects under this program.
7. Performance Standards: Describe how the proposed project will adhere to Appendix B – Performance Standards and Monitoring.

Track 1 ONLY:

8. Project benefits:
 - a. Indicate whether the project is restoration, creation, enhancement, and/or protection.
 - b. Discuss the project goals, including how the project will protect, create, or improve upon wetland functions.
 - c. Describe the current and historical site conditions. Are hydric soils present? (the Watershed Resources Registry at www.watershedresourcesregistry.com may provide helpful information).
 - d. Discuss if and how the project provides connectivity to other natural resources (e.g., wetlands, waterways, Forest Interior Dwelling Habitat, etc.), including other protected land (again see www.watershedresourcesregistry.com).
9. Project Methodology: Describe method, timeline, and capacity to accomplish for the following phases of work, including cost estimates for each phase:
 - a. Obtaining project bonding or other acceptable financial assurance for 5% of the bid amount and 100% the cost of the project.
 - b. Obtaining a land protection mechanism for the land including outlining what type of protection will be sought for the project – a declaration of restricted covenants only or a declaration of restricted covenants and a permanent easement – and possible land protection agent options.
 - c. Developing the site survey and design specification needed to meet the performance standards (see Appendix B – Performance Standards and Monitoring).
 - d. Obtaining permits including listing of all permits that may be needed for this specific project.
 - e. Obtaining construction and planting services including outlining bid and procurement procedures.
 - f. Overseeing construction and planting installation including organizing and reporting on progress.
 - g. Monitoring and maintenance for two years per performance standards (see Appendix B – Performance Standards and Monitoring).

- h. Providing maintenance and remediation in the first two years to ensure that the site is meeting performance standards (see Appendix B – Performance Standards and Monitoring), including replanting, controlling invasive plant species, adjusting hydrology, controlling erosion, and maintaining structures.
10. Experience: Describe your past experience leading successful wetland projects, including all of the project phases listed above (bonding, land protection, procurement (if relevant), construction management, monitoring, and maintenance). Provide examples of projects that are similar in size and scope. Include photos of the projects, the project address, and the landowner’s name and contact information.

Tracks 1 and 2 Attachments

Provide, preferably the listed order and in one file, the Track-appropriate information listed in the table in Section 1.3. Incomplete proposals will not be evaluated.

Budget

The Budget tab of the online form includes four components.

- 1) The Budget upload component - You will be asked to upload your budget using the Chesapeake Bay Trust Budget Form, an Excel file template.
 - a. Copies of the form can be obtained in two ways:
 - i. From the "Budget" section of the Online Funding Opportunity.
 - ii. By clicking [here](#) and then clicking on ‘Chesapeake Bay Trust Application Budget Form’.
 - b. Be as detailed as possible, e.g., project tasks and sub-components must be listed separately.
 - c. For any staff cost requests, list the percentage of overall time devoted to the project by each staff member in the budget item column. Salary costs must match payroll costs and may include no other costs. Benefits may not be combined with salary and must be listed separately.
 - d. Be sure to see “Eligible Budget Items” section of this Request for Proposal.
 - e. Matching resources are not required but are encouraged. Do not evaluate volunteer hours in terms of dollars. Indicate whether each match entry is applied for, pledged, or in-hand.
- 2) Budget Category Information - You will be asked to enter budget category totals in the online portion of the applications. These totals will have been automatically calculated in the Chesapeake Bay Trust Budget Form.
- 3) Personnel/ Consultant Request Description – If personnel and/or contractual costs are requested, use this component of the budget tab to provide detailed scopes of work. Err on the side of providing too much information.
- 4) Additional Budget Justification - Use the budget justification section to provide a budget narrative. The narrative should include, in addition to general budget justification information, the following: (a) detailed justification for staff cost requests, if requested, including a specific scope of work, specific tasks, and hours associated with those tasks and (b) the source of any construction cost estimates. If you will contract with a consultant and have a proposed scope of work, attach it to your application.

Appendix A – MDE Watershed Priorities and Watershed Planning

MDE tracks nontidal wetland loss versus gain by 8-digit State watershed. Based on these losses, MDE has prioritized the following 8-digit State watersheds for wetland restoration/creation. Proposed projects in the primary watersheds will be given priority over secondary and tertiary watersheds. **ONLY projects proposed within the following watershed will be considered for funding:**

Primary Watersheds:

Eastern Shore

Isle of Wight Bay - 02-13-01-03

Secondary Watersheds:

Eastern Shore

Assawoman Bay - 02-13-01-02

Newport Bay - 02-13-01-05

Sinepuxent Bay - 02-13-01-04

Western Shore

Magothy River - 02-13-10-01

Patuxent River, Lower Area - 02-13-11-01

Severn River - 02-13-10-02

South River - 02-13-10-03

Western Branch - 02-13-11-03

West River - 02-13-10-04

Tertiary Watersheds:

Eastern Shore

Eastern Bay - 02-13-05-01

Lower Chester River - 02-13-05-05

Miles River - 02-13-05-02

Northeast River - 02-13-06-08

Western Shore

Brighton Dam Area - 02-13-11-08

Rocky Gorge Dam Area - 02-13-11-07

Western Maryland

Casselman River - 05-02-02-04

Deep Creek Lake - 05-02-02-03

Little Youghiogheny River - 05-02-02-02

Youghiogheny River - 05-02-02-01

For assistance in determining the 8-digit State watershed of your proposed project, please refer to the Watershed Resources Registry (information below) or contact the Trust.

Watershed Planning Information:

Watershed Resources Registry

The Watershed Resources Registry (WRR) is Geographic Information System (GIS) watershed planning tool sponsored by the Environmental Protection Agency (EPA) and developed through extensive coordination between numerous federal, state, local, and nongovernmental organizations. This project resulted in a watershed-based planning framework for aquatic resources throughout Maryland. The web-interface for the Watershed Resource Registry is located at <http://www.watershedresourcesregistry.com>.

Prioritizing Areas for Wetland Restoration, Preservation, and Mitigation

As part of two EPA State Wetland Program Development grants, MDE completed projects to prioritize areas for wetland restoration, preservation, and mitigation in Maryland's Coastal Bays and throughout Maryland. MDE compiled information from numerous resource inventories and management plans in the comprehensive background documents based on wetlands, their surroundings, and management and restoration recommendations. The effort also included meetings with counties, State agencies, and other interested parties to incorporate their recommendations. Based on this information, GIS and desktop data were used to identify desirable and undesirable locations for wetland restoration, preservation, and mitigation. The MDE Wetlands and Waterways Program website contains the MDE mitigation prioritization documents:

http://www.mde.state.md.us/programs/Water/WetlandsandWaterways/AboutWetlands/Pages/Programs/WaterPrograms/Wetlands_Waterways/about_wetlands/prioritizingareas.aspx

Appendix B – Performance Standards and Monitoring

Performance Standards:

Performance standards must be achieved following the bench marks of the first and second year. Success will be evaluated on a cell or plot basis, with samples taken in representative locations within each community. Presenting averages or means of plot data across a site is not satisfactory to demonstrate success. All of the following standards may be used by the Chesapeake Bay Trust and Maryland Department of the Environment to determine project success:

1. Submittal of required documentation, including monitoring reports, as-built surveys, proof of escrow deposits and withdrawals (if required).
2. In all restoration, creation, and enhancement buffer areas:
 - a. For buffer areas planned as forest or scrub/shrub, plant density of at least 600 living woody stems per acre shall be present and shall be maintained through the end of the monitoring period. Stem counts shall include all native established stems (both planted and volunteer individuals) with a minimum height of 10 inches.
 - b. Planted trees and shrubs shall have a minimum 85% survival through the end of the monitoring period.
 - c. Native non-invasive herbaceous plant coverage shall be at least 60% by the end of the first growing season, and at least 85% by the second monitoring year.
 - d. No more than 5% aerial plant coverage may be made up by invasive species. *Phalaris arundinacea* is also considered to be an invasive species. No more than 10% aerial cover may be *Typha* spp.
3. In vegetated wetland Restoration/Creation/Enhancement areas:
 - a. Wetland hydrology, defined as 14 or more consecutive days of flooding or ponding, or a water table 12 inches or less below the soil surface, during the growing season at a minimum frequency of 5 years in 10 years (50 percent or higher probability). For wetland hydrology determination, the growing season is based on two indicators of biological activity that are readily observable in the field: (1) above ground growth and development of vascular plants and (2) soil temperature as an indicator of soil microbial activity. These indicators of biological activity shall be used for determinations of growing season (as related to the hydrological indicator) and are more fully described in the appropriate regional supplement to the Army Corps of Engineers Wetland Delineation Manual.
 - b. Native wetland herbaceous plants with the USDA classification of “Facultative/FAC” (or classification withstanding wetter conditions) shall provide at least 60% relative cover by the end of the first growing season, and at least 85% relative cover by the second monitoring year.
 - c. Plant density in forested and shrub/scrub wetland areas of at least 600 living woody stems per acre shall be present and shall be maintained through the end of the monitoring period. Stem counts shall include all native established stems (both planted and volunteer individuals) with a minimum height of 10 inches and an indicator of FAC or wetter.
 - d. Planted trees and shrubs shall have a minimum 85% survival through the end of the monitoring period.
 - e. No more than 5% aerial cover may be made up by invasive species. *Phalaris arundinacea* is also considered to be an invasive species. No more than 10% aerial cover may be *Typha* spp..

- f. The entire wetland restoration or creation area must meet the Hydric Soil Technical Standard (Technical Note 11) developed by the National Technical Committee for Hydric Soils for saturated conditions and aerobic conditions that include:
 - (1) Free water must exist within 10 inches (25 cm) of the ground surface for at least 14 consecutive days; and
 - (2) Anaerobic conditions must exist within 10 inches (25 cm) of the ground surface for at least 14 consecutive days. Anaerobic conditions may be determined by one of the following methods, as detailed in the Hydric Soil Technical Standard:
 - i. Positive reaction to alpha-alpha Dipyridyl, determined as least weekly.
 - ii. Reduction of iron determined with indicator of reduction in soil tubes (IRIS tubes) installed for 30 days.
 - iii. Measurement of redox potential (Eh) using platinum electrodes, determined at least weekly;
4. All areas must be stable, with no active soil erosion. All structures must be properly maintained.

Monitoring:

The grantee is responsible for submitting monitoring reports to the Chesapeake Bay Trust and the Maryland Department of the Environment Mitigation and Technical Assistance Section for two years after the completion of the mitigation project. The first monitoring year begins the year the mitigation planting occurs, unless planting occurs after April 15, in which case the first monitoring year will not begin until the following year. Monitoring must evaluate if the site is meeting Performance Standards. Monitoring must also discuss potential remediation measures required for the site to meet Performance Standards. Final monitoring report must demonstrate that project meets or exceeds Performance Standards.

Appendix C – Declaration of Restricted Covenant Example

STATE OF MARYLAND
COUNTY OF _____

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS is made this ____ day of ____,
20 ____, by _____ (“Declarant(s)”).

RECITALS

WHEREAS, Declarant(s) *is/are* the owner(s) of certain real property (“Property” which shall include wetlands, any interest in submerged lands, uplands, associated riparian/littoral rights) located in _____ County, Maryland, more particularly [describe tract to be preserved, including: 1) acreage, 2) a reference to recorded plat(s), or attach an approved permit drawing or site plan, and 3) any excluded property] and shown in Exhibit A (i.e., metes and bounds of the Property), and Exhibit B (i.e., a scaled plat of the area subject to the Declaration), and made a part hereof (“Conservation Area”); and

WHEREAS, the Maryland Department of the Environment (“ILF Sponsor”) entered into an in-lieu fee instrument (“ILF Instrument”) with the ILF Interagency Review Team (the “IRT”), which consists of the Baltimore District, U.S. Army Corps of Engineers (the “Corps” or “Baltimore District,” to include any successor agency); the U. S. Environmental Protection Agency (“EPA”); the U.S. Fish and Wildlife Service (“USFWS”); the U. S. National Oceanic and Atmospheric Administration (“NOAA”), and the Maryland Department of Natural Resources (“DNR”); dated _____, 20 __; and

WHEREAS, pursuant to the ILF Instrument, Declarant proposes to create, maintain, and preserve a self-sustaining natural aquatic system and buffer located on the Conservation Area; and

WHEREAS, under Federal and State law, the Corps has issued Permit No. _____, and the Maryland Department of the Environment (MDE) has issued Permit No. _____ (collectively, the “Permits”) for impacts to waters of the United States and/or the State of Maryland expected to result from the creation of the self-sustaining natural aquatic system located on the Conservation Area; and

WHEREAS, the ILF Instrument requires that this Declaration of Restrictive Covenants (the “Declaration”) be executed and recorded in order that the Conservation Area shall remain substantially in its natural condition forever; and

WHEREAS, the Declarant(s) desire(s) to comply with the conditions of the ILF Instrument by imposing this Declaration on a Conservation Area within the Property; and

WHEREAS, the Conservation Area may contain land, functions, values, and services that serve as compensation and mitigation for impacts to Waters of the U.S. and/or waters of the State that were permitted by the Corps and/or MDE; and

WHEREAS, because the Conservation Area may serve as compensation for such above-referenced impacts, the Corps and MDE are third-party beneficiaries under this Declaration.

NOW THEREFORE, Declarant(s) hereby declare(s) that the Conservation Area shall be held, transferred, conveyed, leased, occupied, or otherwise disposed of and used subject to the following restrictive covenants, which shall run with the land and be binding in perpetuity and forever on all heirs, successors, assigns (they are included in the terms, "Declarant," below), lessees, or other occupiers and users.

1. Covenants and Restrictions. Neither the Declarant(s), nor any subsequent owner or owners of the Conservation Area or any portion thereof, shall undertake or cause to be undertaken within or upon the Conservation Area, within the Property, as described in (*Recitals and/or the site plan attached*), any of the following:

a. Removal, excavation, or dredging of soil, sand, gravel, minerals, organic matter, or materials of any kind;

b. Changing existing drainage characteristics, sedimentation patterns, flow patterns, or flood retention characteristics;

c. Disturbance of the water level or water table by drainage, impoundment, or other means;

d. Dumping, discharging of material, or filling with material, including the driving of piles and placing of obstructions;

e. Grading or removal of material that would alter existing topography;

f. Destruction or removal of plant life that would alter the character of a nontidal wetland, or introduction of exotic species;

g. Agricultural or forestry activities, such as aquaculture, plowing, tillage, cropping, seeding, cultivating, and grazing and raising of livestock, sod production, harvesting for production of food and fiber products. Forestry activities mean planting, cultivating, thinning, harvesting, or any other activity undertaken to use forest resources or to improve their quality or productivity;

h. Use of off-road vehicles and motor vehicles;

i. Destruction or alteration of the Conservation Area EXCEPT:

(i) Alteration necessary to construct the mitigation areas and associated improvements proposed to be built by _____, or its successors, and/or assigns, as approved in the mitigation plan approved by the Permits;

(ii) Alteration necessary to ensure the success of the mitigation areas including monitoring, reconstruction, maintenance, or repair of the constructed mitigation areas, as approved by the Corps and MDE;

(iii) Removal of vegetation when approved by the Corps and MDE and conducted for removal of noxious or invasive plants;

j. Utilizing a non-reporting Nationwide Permit or State Programmatic General Permit under Section 404 of the Clean Water Act or state general permits under MDE regulations to impact any Water of the U.S. on the Property. Notification shall be required to the Corps and MDE for the use of any Nationwide Permit, State Programmatic General Permit, or Regional Permit.

[if reference is made to the Permit, or to a mitigation plan approved by the Permit, all exceptions (including regarding buffer areas) must be specifically spelled out in the Permit or plan; also, additional, specific, exceptions may be listed in this paragraph, e.g., fire or wildlife management plans, boardwalks, etc].

2. **Duration and Amendment.** The covenants and restrictions listed herein are created pursuant to the Annotated Code of Maryland, Real Property Article § 2-118 and shall run with and bind the Property, and be binding on the Declarant(s), its/their personal representatives, heirs, successors and assigns, unless and until terminated or modified by the Corps, MDE, or other Federal, State, or County agencies which have the legal authority to enforce these covenants and restrictions by regulations, permit, or agreement. The failure of the Corps, MDE, or other such agencies to enforce the provisions of this Declaration shall not be deemed a waiver of any rights created hereunder. After recording, this Declaration may only be amended by a recorded document signed by the Corps, MDE and Declarant(s). The recorded document, as amended, shall be consistent with the Baltimore District and MDE model conservation restrictions at the time of amendment. Amendment shall be allowed at the discretion of the Corps and MDE, in consultation with resource agencies as appropriate, and then only in exceptional circumstances. Mitigation for amendment impacts will be required pursuant to Baltimore District and MDE mitigation policy at the time of amendment. There shall be no obligation to allow an amendment. The Corps and MDE shall be provided with a 60-day advance written notice of any legal action concerning this Declaration or of any action to extinguish, void, or modify this Declaration in whole or in part. This Declaration is intended to survive foreclosure, bankruptcy, condemnation, or judgments affecting the Property.
3. **Notice to Government.** Any permit application, or request for certification or modification, which may affect the Conservation Area, made to any governmental entity with authority over wetlands or other waters of the United States and/or waters of the State, shall expressly reference and include a copy (with the recording stamp) of this Declaration.
4. **Reserved Rights.** It is expressly understood and agreed that these restrictive covenants do not grant or convey to members of the general public any rights of ownership, entry or use of the Conservation Area. These restrictive covenants are created solely for the protection of the Property, and for the consideration and values set forth above, and Declarant(s) reserve(s) the ownership of the fee simple estate and all rights appertaining thereto, including without limitation the rights to exclude others and to use the property for all purposes not inconsistent with these restrictive covenants.
5. **Monitoring and Maintenance.** The ILF Sponsor, Long-Term Steward (as defined in the ILF Instrument), and their authorized agents shall have the right to enter and go upon the lands of Declarant(s) to monitor and manage the Conservation Area to ensure compliance with the Mitigation Site Plan ("Mitigation Site Plan") and Long-Term Management Plan ("Approved Long-Term Management Plan") approved in the ILF Instrument. This may include, but is not limited to, completing annual monitoring, controlling invasive species, planting native vegetation, repairing signs/fences, and repairing erosion. The Corps, IRT, and its/their authorized agents shall have the right to enter and go upon the lands of Declarant(s) to inspect the Conservation Area, to verify compliance with the Mitigation Site Plan and Approved Long-Term Management Plan.
6. **Compliance Inspections.** The Corps, MDE, IRT, and its/their authorized agents shall have the right to enter and go upon the lands of Declarant(s) to inspect the Conservation Area and take actions necessary to verify compliance with these restrictive covenants.
7. **Enforcement.** The Declarant(s) grant(s) to the Corps, the U.S. Department of Justice, and/or MDE, a discretionary right to enforce covenants in a judicial action against any person(s) or other entity(ies) violating or attempting to violate these restrictive covenants; provided, however, that no violation of these restrictive covenants shall result in a forfeiture or reversion of title. In any enforcement action, an enforcing agency shall be entitled to a

complete restoration for any violation, as well as any other judicial remedy such as civil penalties. Nothing herein shall limit the right of the Corps and MDE to modify, suspend, or revoke the Permits.

8. **Property Transfers.** Declarant(s) shall include the following notice on all deeds, mortgages, plats, or any other legal instruments used to convey any interest in the Property and or Conservation Area (failure to comply with this paragraph does not impair the validity or enforceability of this Declaration):

NOTICE: This property Subject to Declaration of Restrictive Covenants Recorded at [insert book and page references, county(ies), and date of recording].

9. **Marking of Property.** The perimeter of the Conservation Area shall at all times be plainly marked by permanent signs saying, "Protected Natural Area," or by an equivalent, permanent marking system.

[Generally, a surveyed, recorded plat is required; however, at the discretion of the Corps and MDE, an approved permit drawing or site plan attached to these restrictive covenants may suffice]

10. **Consent of Lender and Trustee.** Declarant(s) is/are the maker(s) of a note dated _____ secured by a deed of trust dated _____ from the Declarant(s) to _____ as trustees and either of whom may act, recorded in the Clerk's office in Deed Book _____ at page _____, for the benefit of _____ Bank (The "Deed of Trust"). _____, as trustees, join herein for the sole purpose of subordinating the lien, dignity and priority of the Deed of Trust to these Deed Restrictions. _____ Bank joins herein for the sole purpose of consenting to the trustee's actions.

11. **Recording.** The Declarant(s) agree(s) to record this Declaration in the Land Records of the County and provide the Corps and MDE with proof of recordation within thirty (30) days of recordation. A plat depicting the boundaries of the Conservation Area subject to these restrictive covenants shall be recorded in the deed records office for each county in which the Property is situated prior to the recording of these restrictive covenants. The plat(s) is/are recorded at [include book and page references, county(ies), and date].

12. **Separability Provision.** Should any separable part of this Declaration be held contrary to law, the remainder shall continue in full force and effect.

13. **Inaccurate or Fraudulent Information.** Should an easement, right or lease on or to the Property not shown on the survey or listed in this Declaration and prior in time and recording to this Declaration, or unrecorded, be exercised in such a manner that it conflicts with or voids the prohibited uses of the Property set out in this Declaration, then the owners of the Property shall be responsible for providing alternative compensatory mitigation in such amounts and of such service and function as the Corps and MDE or any enforcer of this Declaration shall determine in accordance with the Clean Water Act and/or the Maryland Nontidal Wetlands Act.

14. **Eminent Domain.** If the Property is taken in whole or in part through eminent domain, the consequential value of the Conservation Area protected by the Clean Water Act and/or the Maryland Nontidal Wetlands Act is the cost of replacement of the conservation functions, services and values with other property in the same watershed.

IN WITNESS WHEREOF, the Declarant(s) has/have duly executed this Declaration of Restrictive Covenants the date written above.

IN THE PRESENCE OF:

Declarant(s)

By: _____

[type name of witness under signature line]

[type name of witness under signature line]

[type name of witness under signature line]

Its: [type name of witness under signature line]

**STATE OF MARYLAND
COUNTY OF**

PERSONALLY appeared before me _____, the undersigned witness, and made oath that *he/she* saw the within named _____ [*by* _____, *its* _____,] sign, seal and as *his/her/its* act and deed, deliver the within named Declaration of Restrictive Covenants; and the *he/she* with the other witness named above witnessed the execution thereof.

[type name of witness under signature line]

SWORN to and subscribed before me
This _____ day of _____, 20__.

NOTARY PUBLIC FOR
My Commission Expires:

IN THE PRESENCE OF:

Trustees/Bank(s)

[type name of witness under signature line]

By: _____
[type name of witness under signature line]

[type name of witness under signature line]

Its: [type name of witness under signature line]

**STATE OF MARYLAND
COUNTY OF**

PERSONALLY appeared before me _____, the undersigned witness, and made oath that *he/she* saw the within named _____ [*by* _____, *its* _____,] sign, seal and as

his/her/its act and deed, deliver the within named Declaration of Restrictive Covenants; and that he/she with the other witness named above witnessed the execution thereof.

[type name of witness under signature line]

SWORN to and subscribed before me
This _____ day of _____, 20__.

NOTARY PUBLIC FOR
My Commission Expires:

I hereby certify this deed was prepared by or under the supervision of _____, an attorney admitted to practice by the Court of Appeals of Maryland.

SAMPLE