

# Maine Department of Agriculture, Conservation and Forestry

## Farms for the Future Phase 2

### Investment Support Program to Implement a Business Plan



**AGRICULTURE RESOURCE  
DEVELOPMENT**

DEPARTMENT OF AGRICULTURE,  
CONSERVATION & FORESTRY

## Request for Applications and Application Workbook

Released January 14, 2025. Applications open January 24, 2025.

**DUE MARCH 7, 2025**

RFA#ARDFFF.P2.2025

RFA Coordinator	All communication regarding the RFA <u>must</u> be made through the RFA Coordinator identified below. <b>Name:</b> Mariam Taleb <b>Title:</b> Farm Viability & Farmland Protection Specialist <b>Program email:</b> mefff@maine.gov
Submitted Questions Deadlines <i>See section 2.3</i>	All questions must be <a href="#">submitted via this link</a> by one of two deadlines: <b>Deadline 1: January 31, 2025</b> no later than 11:59 p.m., local time <b>Deadline 2: February 21, 2025</b> no later than 11:59 p.m., local time
Application Submission Deadline <i>See section 2.5</i>	DACF <b>MUST</b> receive applications by: <b>Submission Deadline: March 7, 2025</b> , no later than 11:59 p.m., local time. To apply, please complete and submit this <a href="#">Application Form</a> and your Phase 1 <a href="#">Business Plan</a> to the program email by the due date.
Further resources	<b>Website:</b> <a href="#">DACF Farms for the Future website</a> For timely information about this RFA and related programs, enroll in the Maine DACF “Agricultural Grants and Loans” email listserv on the DACF Farms for the Future website.

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## 1. OVERVIEW

### 1.1. Background and Purpose

Agriculture is critically important to Maine's communities, economy, food security, and the quality of life of Mainers. The continued vitality of the agricultural landscape in Maine depends on the vitality of the farm businesses within it. Planning for and enacting changes, adaptations, and growth is critical for farm businesses to achieve sustainable profitability. One essential step for beginning, established, and transitioning farmers to develop sustainable businesses is to write well-researched and forward-thinking business plans. Another step is investing to grow, change, and adapt businesses to reflect changing markets and conditions.

The 119th Legislature initiated the Maine Farms for the Future Program (FFF) in the State of Maine (7 M.R.S.A., Chapter 10-B) to assist farms in developing business plans that would identify and plan for changes to farm operations to improve sustainable profitability and to offer investment assistance for the equipment and infrastructure to enact those changes. FFF is a two-phase program. Once a selected farm has completed a Phase 1 Business Plan, they may be eligible to apply for Phase 2, or Maine Farms for the Future Implementation Support Program. This is a request for applications to Phase 2, or Maine Farms for the Future Investment Support Program to Implement a Business Plan (Implementation Support). Phase 1 awards will be made through a separate RFA. The Phase 1 RFA and all relevant application information can be found on the [DACF Farms for the Future website](#).

This RFA is intended to provide investment support to implement a completed FFF Phase 1 Business Plan. Farm businesses must make investments in order to maintain their vitality and profitability, increase their net worth, and ensure their long-term sustainability. However, making large investments in infrastructure and equipment can involve challenging operational changes and financial risks. Those risks are often reflected in the interest rates offered by financial institutions on business loans. A farm business plan like those developed with Phase 1 funds can help to develop investment plans that minimize risk and maximize benefits. Additionally, farmland is a precious and waning resource in Maine, which requires investment to promote its protection.

The Department of Agriculture, Conservation and Forestry (Department) is seeking applications for the Maine Farms for the Future Program Phase 2. Successful Applicants will be awarded a recommendation to apply for a loan of up to \$250,000 at a rate of 2% through the Agricultural Marketing Loan Fund. Successful applicants who agree to protect their farmland for at least 7 years will also be awarded a cash grant of up to \$25,000. Both the loan funds and cash grants can be used towards the implementation of the Idea(s) for Change investigated in the Phase 1 Business Plan.

### 1.2. Eligibility to Submit Application

Applicants are eligible to apply to the Farms for the Investment Support Program to Implement a Business Plan if:

- They were awarded a Phase 1 Business Planning grant in the last 4 years, but have not been awarded a Phase 2 Implementation grant in that timeframe. (In certain circumstances, exceptions can be made for earlier recipients of the Phase 1 grant.)
- Their Phase 1 Business Plan is complete.

All selected awardees will be recommended to apply for a reduced-interest (2%) loan from the Agricultural Marketing Loan Fund (AMLF), subject to all AMLF project eligibility and loan application and underwriting requirements. AMLF requirements and application processes are described on the [Department's AMLF webpage](#).

However, there are additional eligibility requirements for the cash grant of up to \$25,000. To be eligible for the cash award, an applicant must:

- Own at least 5 acres of land in agricultural use at the time of application.
- Agree to protect at least 5 acres of farmland by signing a 7-year Farmland Protection Agreement before any cash awards are dispersed.

If the entirety of the Applicant's owned farmland is already permanently protected by a permanent agricultural conservation easement, then the farm may NOT apply for the cash grant.

The eligibility guidelines can be found in the [rules governing the Maine Farms for the Future Program](#). If you have any specific questions about your eligibility, contact the [RFA Coordinator](#).

### 1.3. Awards

No more than 10 Phase 2 Implementation Support grants will be available in this grant cycle.

### 1.4. Title and Chapter

All general instructions for submitting the applicable application are provided in this document in accordance with:

- [Statute establishing the Maine Farms for the Future Program \(7MRS Ch.10-B §316\)](#)
- [Rules for Governing the Maine Farms for the Future Program \(01-001, Ch. 36\)](#)
- [Rules for Departmental \(DACF\) Grant Awards and Appeals \(01-001, Ch. 8\)](#)

### 1.5. Appeal of Contract Awards

In accordance with the [Rules for Departmental \(DACF\) Grant Awards and Appeals \(01-001, Ch. 8\)](#) an aggrieved person (hereinafter the "petitioner") may request an appeal hearing on a grant award decision by submitting a request for appeal to the **Commissioner**, in writing, no later than fifteen (15) calendar days from the date of the award decision. The written request for appeal must describe the specific nature of the grievance. The Commissioner shall grant an appeal hearing unless it is determined that: A. The petitioner is not an aggrieved person; or B. The written request for appeal was submitted more than fifteen (15) calendar days after notification of award.

## 2. APPLICATION PROCESS

### 2.1. Timeline and Key Dates

Date	Item
<b>January 14</b>	Solicitation Posted
<b>January 24</b>	Submissions Open
<b>January 31</b>	First written question due date
<b>February 7</b>	Expected date answers are posted
<b>February 21</b>	Final written question due date
<b>February 28</b>	Expected date answers are posted
<b>March 7</b>	Due Date
<b>April 4</b>	Anticipated completion of peer review; internal review begins
<b>April 18</b>	Anticipated notification date of project and award decisions
<b>Upon signed contract</b>	Period of performance begins. Funds are accessible, and expenses from on or after this date are eligible for reimbursement
<b>Two years post award</b>	Period of performance ends. Expenses on or after this date are not eligible for reimbursement.

### 2.2. Solicitation

This RFA was posted on [DACF Farms for the Future website](#) on the release date noted on the cover page and contains the instructions and components needed to submit a complete application. All interested parties are responsible for going to this website to obtain the Question and Answer Summaries and any amendments to this RFA.

### 2.3. Submission of Questions

It is the responsibility of all applicants and other interested parties to examine the entire RFA and seek clarification in writing if they do not understand any information or instructions.

**Applicants and other interested parties should submit any questions in writing to [this online form](#).**

Responses to all questions will be compiled in writing and posted on the [DACF Farms for the Future website](#). All interested parties are responsible for going to this website to obtain a copy of the Question & Answer Summary. Only those answers issued in writing on this website will be considered binding.

Questions should be submitted by one of the two deadlines specified on the RFA cover page. Answers will be posted approximately five (5) business days after each deadline. No questions will be accepted after the second deadline. The Department assumes no liability for assuring accurate, complete, and on-time transmission and receipt.

### 2.4. Amendments to the Request for Applications

All amendments (if any) released regarding this RFA will be posted on the [DACF Farms for the Future website](#). It is the responsibility of all interested parties to go to this website to obtain amendments. **For timely information about this RFA and related FFF programs, an email listserv sign-up can be found at [DACF Farms for the Future website](#).**

Only those amendments posted on this website are considered binding.

DACF reserves the right to revise, suspend, or terminate this RFA at its sole discretion. In such an event, DACF will inform all applicants as soon as reasonably possible. DACF also reserves the right to extend the deadline for submission of proposals or to seek additional proposals under this RFA.

## 2.5. Application Submission Instructions

**Applications Due** Submissions must be received by **March 7, 2025 at 11:59 p.m.** local time. Any emails containing original application submissions or additional or revised application files received after the 11:59 p.m. deadline will be rejected. The Department assumes no liability for assuring accurate, complete, on-time email transmission and receipt.

**Required application materials** Applicants must complete and submit the following documents. Failure to complete and submit all required application documents may result in the proposal being disqualified or receiving a reduced score at the sole discretion of the Department.

**Application Form.** [Click here to download the Application Form.](#)

**Phase 1 Business Plan**

- Applicants that used Phase 1 funds for tasks other than writing a Business Plan should submit a Business Plan following the format of this template: [Farms for the Future Business Plan](#).
- If an applicant has edited their Business Plan since finishing Phase 1, the Business Plan must be submitted to FFF Phase 2 with tracked edits or notations to reflect proposed revisions (subject to Department approval).
- If an applicant completed their Phase 1 Business Plan more than 4 years ago and intends to request an exception, the Business Plan must include proposed revisions in accordance with the requirements above.

**Recommendation letter.** *(Required only for applicants who received their Phase 1 funds more than 4 years ago and are requesting an exception)* A letter of recommendation from a service provider attesting to the applicant's work to maintain and edit their Business Plan over time.

**Match Log for Materials and Labor.** *(Recommended, not required)* If in-kind and purchased materials and labor will be used as a source of match funds, an applicant can fill out and submit a Match Log for Materials and Labor with their application.

**Submission Instructions** Applications that do not comply with the instructions specified in this RFA may result in the proposal being disqualified or receiving a reduced score at the sole discretion of the Department.

1. Application documents must be typed and saved as PDF (.pdf) or Word (.doc or .docx) file(s).
2. Applications must be sent to this email address and **MUST** include "RFA#ARDFFFP2.2025" in the subject line. **If the RFA number is not in the subject line, your email may not be forwarded to program staff.**
3. Attaching application documents:
  - a. E-mails containing links to file-sharing sites or online file repositories will not be accepted as submissions.

- b. Encrypted e-mails received which require opening attachments and logging into a proprietary system will not be accepted as submissions.
  - c. File size limits are 25 MB per email. Applicants may submit application documents in separate emails if necessary due to file sizes. All emails and application documents must be received in accordance with all the instructions above.
4. Applicants are not to provide additional supplemental files beyond those specified in the RFA. Additional materials not requested will not be evaluated.

## 2.6. Evaluation and Selection Process

- 1) A review panel will evaluate and score project applications based on the program requirements and selection criteria in the rubric below. Applications will **NOT** be scored question by question but instead based on how the application as a whole addresses the rubric criteria. Applications will be scored for completeness. Applications will **NOT** be scored for writing quality, including grammar, spelling, and punctuation.
- a) Members of the review panel will first score applications individually. The review panel will then meet to arrive at a consensus score.
  - b) Applications that are ineligible, late, incomplete, or incorrectly formatted may be disqualified from panel review.
- 2) Based on the review panel's scoring and evaluation, the Grant Coordinator will make recommendations to the Commissioner.
- a) The final decision-making authority for awarding grants rests with the Commissioner based on the program requirements and selection criteria found in the rubric below.
- 3) Decisions and Notification
- a) The Review Panel shall evaluate applications within five weeks following the deadline for submission of applications.
  - b) All applicants shall be notified in writing within one week following the Review Panel's decision.

### 3. RUBRIC

#### 3.1. Point Ranges for Scoring Criteria

*Management Capacity = 20 points*

Description	Point Range
The applicant demonstrates that they have the knowledge, experience, and capacity to successfully plan, implement, and manage the proposed changes to the farm business. The applicant has plenty of relevant farming and management experience to succeed. <b>AND</b> The applicant demonstrates the capacity to manage the proposed changes. <b>AND</b> The applicant demonstrates a strong plan to implement and manage the proposed changes.	18-20
The applicant demonstrates that they have most of the knowledge, experience, and capacity to successfully plan, implement, and manage the proposed changes. Minor details are missing from the application, or there are minor concerns regarding the applicant's capacity. The applicant acknowledges any potential gaps and may have ideas for bridging them.	12-18
The applicant demonstrates that they may not have all of the knowledge, experience, or capacity to successfully plan, implement, and manage the proposed changes to the farm business. Major details are missing from the application or there are significant concerns regarding the applicant's capacity. The applicant acknowledges any potential gaps and may have ideas for bridging them.	5-12
The applicant demonstrates that they lack the knowledge, experience, or capacity to successfully plan, implement, and manage the proposed changes to the farm business. There are major details missing or significant concerns regarding the applicant's capacity. The applicant does not acknowledge any potential gaps.	0-5

*Financial Capacity and Debt Management = 10 points*

Description	Point Range
The proposed Idea(s) for Change will improve the farm business's financial health, including cash flow and capacity to repay debt. Any new debt load associated with the Idea(s) for Change will likely be successfully managed. Income projections associated with the Idea(s) for Change are sufficient to cover any associated growth in costs and debt. Projections appear realistic and well-researched.	7-10
The proposed Idea(s) for Change might improve the farm business's financial health, including cash flow and capacity to repay debt. Any new debt load associated with the Idea(s) for Change might be successfully managed. However, there are some concerns or gaps. Income projections associated with the Idea(s) for Change might be sufficient to cover any associated growth in costs and debt. Projections are somewhat unrealistic or lack some supporting evidence.	3-7
The proposed Idea(s) for Change is unlikely to improve the farm business's financial health, including cash flow and capacity to repay debt. Any new debt load associated with the Idea(s) for Change is unlikely to be successfully managed. Income projections associated with the Idea(s) for Change are insufficient to cover any associated growth in costs and debt. Projections are unrealistic and lack supporting evidence.	0-3



*Collateral and Asset Base = 20 points*

Description	Point Range
<p>The application and business plan demonstrate that the farm will improve the productivity of the land (soil quality, fertility, water holding capacity), maintain or improve the physical condition of the buildings and equipment, and maintain any newly acquired assets to increase the overall sustainability of the farm business.</p> <p>The applicant employs suitable soil health and production practices to protect and improve the farmland's health and productivity.</p> <p><b>AND</b> The applicant intends to improve or maintain the condition of physical assets such as equipment and infrastructure, especially those critical to farm business operations. Financial and operational plans to do so are largely realistic, and potential pitfalls are acknowledged.</p> <p><b>AND</b> The applicant intends to and has a plan to improve or maintain the condition of any assets acquired in relation to this program. Financial and operational plans to do so are largely realistic, and potential pitfalls are acknowledged.</p>	18-20
<p>The application and business plan demonstrate that the farm will maintain the productivity of the land, maintain the physical condition of the buildings and equipment and maintain newly acquired assets.</p> <p>The applicant employs soil health and production practices to maintain the farmland's health and productivity.</p> <p><b>AND/OR</b> The applicant intends to improve or maintain the condition of physical assets such as equipment and infrastructure, especially those critical to farm business operations. Financial and operational plans to do so may be somewhat unrealistic.</p> <p><b>AND/OR</b> The applicant intends to improve or maintain the condition of any assets acquired in relation to this program. Financial and operational plans to do so may be somewhat unrealistic.</p>	12-18
<p>The application and business plan indicate that the farm may maintain the productivity of the land, maintain the physical condition of the buildings and equipment, and maintain newly acquired assets.</p> <p>The applicant employs some soil health practices, which may be insufficient to protect the health of the farmland.</p> <p><b>AND/OR</b> The applicant intends to maintain the condition of physical assets such as equipment and infrastructure, especially those critical to farm business operations. However, the financial and operational plans to do so may be unrealistic or missing.</p> <p><b>AND/OR</b> The applicant intends to maintain the condition of any assets acquired in relation to this program. However, the financial and operational plans to do so may be unrealistic or missing.</p>	5-12
<p>The application and business plan indicate that the farm is unlikely to maintain the productivity of the land, the physical condition of the buildings and equipment, or any newly acquired assets.</p> <p>The applicant does not employ appropriate health practices.</p> <p><b>AND/OR</b> The applicant does not address their intention to maintain the condition of physical assets such as equipment and infrastructure, including those critical to farm business operations.</p> <p><b>AND/OR</b> The applicant does not address their intention to maintain the condition of any assets acquired in relation to this program.</p>	0-5

*Farm Vitality and Development of New Capital = 30 points*

Description	Point Range
<p>The Business Plan demonstrates that the proposed improvements to strategies, marketing, production efficiency, facilities, and equipment will <b>likely</b> improve the Farm Business's profitability, net worth, and overall sustainability.</p> <p>The proposed improvements will directly improve the Farm Business through their intended goals and may indirectly improve it by freeing up or improving access to additional resources (e.g., a heated barn may improve access to year-round labor).</p> <p><b>AND</b> The applicant demonstrates a readiness to utilize these benefits fully.</p>	25-30
<p>The Business Plan demonstrates that the proposed improvements to strategies, marketing, production efficiencies, facilities, and equipment will <b>probably</b> improve the Farm Business's profitability, net worth, and overall sustainability.</p> <p>The proposed improvements will probably improve the Farm Business. However, the Business plan may have minor inconsistencies or gaps in how this will be accomplished, or there is some uncertainty about the project's viability.</p> <p><b>AND/OR</b> The applicant may or may not be ready to utilize these benefits fully.</p>	20-25
<p>The Business Plan demonstrates that the proposed improvements to strategies, marketing, production efficiencies, facilities, and equipment <b>might</b> improve the Farm Business's profitability, net worth, and overall sustainability.</p>	10-20
<p>The Business Plan demonstrates that the proposed improvements to strategies, marketing, production efficiencies, facilities, and equipment are unlikely to improve the Farm Business's profitability, net worth, and overall sustainability.</p>	0-10

*Other Conditions = 10 points*

These points should be added cumulatively for this section

The degree of development pressure on the farm operation, the percentage of the operated farmland that is owned by the applicant, and the potential environmental and community economic development benefits derived from the proposed change.

Description	Point Range
The potential environmental, community, and economic development benefits derived from the proposed Idea(s) for Change. Greater points will be awarded to Idea(s) for Change which could offer broader impacts.	0-4
The degree of development pressure on the farm operation. Greater points will be awarded to farmland under greater development pressure. Development Pressure, in the form of conversion or fragmentation, may come from residential development, energy-generating infrastructure, utilities and rights of way, etc.	0-4
The percentage of the land the farm business operates on that is owned by the applicant. Greater points will be awarded to applicants who own a greater portion of the farmland that the farm business operates on.	0-2

**3.2. Other Considerations**

Regarding the proposed funds requested and the proposed work, the Grant Review Team will also consider:

- the degree to which the project represents a good return for the investment (money, time)
- whether the project work and cost estimates (tasks & budget) are reasonable for the expected outcomes
- the amount and quality of proposed matching funds or services.

## APPENDICES

### Appendix A: RFA TERMS and DEFINITIONS

**Agricultural Products** Fresh, or to be processed, food, fiber, or horticultural products grown on the farm, with the intent that the product be sold or otherwise generate income. Agricultural products produced on the farm may include the growing and harvesting of some specialty forest products, such as firewood processing, but may not include the products of a business engaged primarily in the growing, harvesting or processing of trees for the purpose of producing pulp or other materials used in paper manufacturing or wood manufacturing. An agricultural product may also include aquacultural products, so long as they are raised on the farm.

**Applicant** An eligible Farm Owner/Operator (see [Eligibility](#)) that is applying for Phase 1 Business Planning Assistance.

**Business Plan** A document that identifies changes in farm management practices and investments in equipment and property that would increase the profitability and net worth of the farm (vitality). A typical plan identifies ways to increase on-farm income through such methods as improved management practices, direct marketing, and value-added initiatives; and describes current operations and future plans for the business, including but not limited to sections on mission/vision, legal organization, management team, product descriptions, market research, market promotion, customer profiles, financial statements, financial analysis of planned changes in the business and long-term goals for the business.

**Capital** Cash or goods used to generate income by investing in a business, and/or the net worth of a business as in the amount by which its assets exceed its liabilities and/or the money, property, and other valuables that collectively represent the wealth of the business.

**Commissioner** The Commissioner of the Department of Agriculture, Conservation and Forestry

**DACF/Department** The Department of Agriculture, Conservation and Forestry

**FAME** Finance Authority of Maine: a quasi-independent state agency that supports economic and workforce development in Maine. Successful applicants to the Phase 2 program are eligible to apply to the Agricultural Marketing Loan Fund established under [Title 10, section 1023-J](#) and administered FAME.

**Farm Business** Agricultural products grown or produced on the farm are being sold commercially, and the farm has documentation of gross and net farm income, expenses, net worth, and farm debt.

**Farm Vitality** An increase in long-term, maintainable farm profitability and net worth.

**FFF** Maine Farms for the Future Program

**FY2025** Fiscal year 2025, beginning July 1<sup>st</sup>, 2024- June 30, 2025

**Idea(s) for Change** Ideas the Applicant proposed to research to improve Farm Vitality

**Land in Agricultural Use** Land that is currently being used to grow agricultural, horticultural, and silvicultural products.

**Maine Farms for the Future Business Plan Development Program/ Phase 1** A grant program that offers awards to develop written business plans, including a description of (a) proposed well-researched Idea(s) for Change.

**Maine Farms for the Future Investment Support Program to Implement a Business Plan/ Phase 2** A grant program that offers cash awards and access to low-interest loans awards implement (an) Idea(s) for Change. To be eligible for the program, applicants must have been awarded a Phase 1 grant and have completed their business plan. To be eligible for the cash award, applicants must own at least 5 acres of land and sign a 7-year agreement to protect it. More information about the program can be found on the [DACF Farms for the Future website](#).

**Review Panel** A panel appointed by the DACF Commissioner to review applications and make grant funding recommendations to the Commissioner.

**RFA** Request for Applications

**Selected Farm** A farm that previously applied and was selected for Phase 1 between PRIOR FOUR ROUNDS.

**Service Provider** Including but not limited to, individuals, private organizations, public organizations and agencies of the State, marketing consultants, accounting firms, business support organizations, farm support organizations, and other organizations that the Department determines may provide valuable services such as but not limited to analyzing markets or developing financial data and instruction or classroom training in economics and business planning for the owner or operator of a farm.

**Services Package** A number of specific tasks to be accomplished by a team of Service Providers and the owner or operator of the selected farm to develop a Business Plan. Services may include, but are not limited to, analyzing markets, developing financial data, creating production or processing efficiencies and registration for instruction or classroom training in economics and business planning for the owner or operator of the farm. All tasks must result in planning potential changes of the farm's production, management or marketing practices and investments in equipment and/or property that would increase the future profitability and net worth (vitality) of the farm.

**State** State of Maine

## Appendix B: GENERAL PROVISIONS

- 1) From the time this RFA is issued until award notifications are made, all contact with the State regarding this RFA must be made through the RFA Coordinator identified on the cover page of this RFA. No other person/State employee is empowered to make binding statements regarding this RFA. Violation of this provision may lead to disqualification from the application process at the State's discretion.
- 2) The Issuance of the RFA does not commit the Department to issue an award or to pay expenses incurred by an Applicant in preparing a response to the RFA. This includes attendance at personal interviews or other meetings, where applicable.
- 3) All applications must adhere to the instructions and format requirements outlined in the RFA and all written supplements and amendments (such as the Summary of Questions and Answers) issued by the Department.
- 4) Applicants will take careful note that in evaluating an application submitted in response to this RFA, the Department will consider materials provided in the application, information obtained through interviews/presentations (if any), and internal Departmental information of previous contract history with the Applicant (if any). The Department also reserves the right to consider other reliable references and publicly available information in evaluating the Applicant's experience and capabilities.
- 5) The application must be submitted by a person authorized by the Applicant.
- 6) The RFA and the awarded Applicant's application, including all appendices, attachments, or updated documents requested by the Department will be the basis for the final contract, as determined by the Department.
- 7) Following the announcement of an award decision, all submissions in response to this RFA will be public records, available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) ([1 M.R.S. § 401](#) et seq.).
- 8) The Department, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in applications received in response to the RFA.
- 9) All applicable laws, whether or not herein contained, shall be included in this reference. It shall be the Applicant's responsibility to determine the applicability and requirements of any such laws and to abide by them.

## APPENDIX C: Sample Scoresheet for Review Panelists

### Threshold Criteria

Criteria	Yes/No
Applicant is eligible.	
Application was complete and on time.	
Application was formatted correctly.	

### Scoring Rubric and Weights

Criteria	Max Points	Score
Management Capacity	/20	
Financial Capacity and Debt Management	/10	
Collateral and Asset Base	/20	
Farm Vitality and Development of New Capital	/30	
Other Conditions: Development pressure; environmental, economic, and community benefits; farmland owned by applicant	/10	

Questions, Strengths and Weaknesses:

## APPENDIX D: Template 7-year Farmland Protection Agreement

State of Maine  
MAINE FARMS FOR THE FUTURE  
201 FARMLAND PROTECTION AGREEMENT  
(MRS 7, § 318(4))

This Farmland Protection Agreement (the "Agreement") is entered into in accordance with MRS 7, Chapter 10-B § 318(4) and shall be for a **duration of seven (7) years from the date of signature** of the parties, unless terminated earlier in accordance with the provisions of Section III (6) below. Pursuant to this Agreement, **[NAME], owner/operator of [FARM NAME], located at [STREET ADDRESS], County of [COUNTY] County**, State of Maine, (the "Grantor"), for good and valuable consideration paid, grants to the State of Maine, acting through the **Commissioner of Agriculture, Conservation & Forestry** (the "Commissioner") with an address at 28 State House Station, Augusta, Maine, its successors and assigns (the "Grantee"), a farmland protection - non-development covenant on the premises described in Section II (4) (the "Premises") for the duration of this Agreement, in accordance with the following terms and conditions:

### I. STATEMENT OF PURPOSE

The intent of this Agreement is to protect and preserve agricultural lands, encourage sound soil management practices, preserve natural resources, and maintain property in agricultural use.

### II. DEFINITIONS

When used throughout this entire document, the following words or phrases shall have the following meaning:

1. Abandoned: land that has not been actively utilized for agricultural uses for a period exceeding three years unless the non-activity is recommended in a current USDA/NRCS plan.

2. Agricultural Use: the raising of animals, including but not limited to, dairy cattle, beef cattle, poultry, sheep, swine, horses, ponies, mules, goats, bees and fur-bearing animals, for the purpose of selling such animals or a product derived from such animals in the regular course of business; or when primarily and directly used in a related manner which is incidental thereto and represents a customary and necessary use in raising such animals and preparing them or the products derived there from for market and also horticultural uses including, but not limited to, the raising of fruits, vegetables, berries, nuts and other foods for human consumption, feed for animals, tobacco, flowers, sod, nursery, or greenhouse products, and ornamental plants and shrubs for the purpose of selling such products in the regular course of business; or when primarily and directly used in raising forest products.

3. Permanent Structure: anything built for the support, shelter or enclosure of persons, animals, goods or property of any kind, together with anything constructed or erected with a fixed location on or in the ground, exclusive of fences and standing for more than 7 months.



4. Premises: [NUMBER] acres of farmland located at [STREET], [CITY], ME, as more fully described in Exhibit A (copy of Deed), attached hereto and incorporated by reference into this document. Reference is made to deeds recorded in the \_\_\_\_\_ County Registry of Deeds at Book \_\_\_\_\_, Page \_\_\_\_\_.

5. Temporary Structure: anything built for the support, shelter or enclosure of persons, animals, goods or property of any kind, together with anything constructed or erected with a fixed location on or in the ground, exclusive of fences and standing for less than 7 months.

### III. TERMS AND CONDITIONS

#### 1. Retained Rights

Notwithstanding any provision in this Agreement to the contrary, the Grantor(s) hereby reserves to and for themselves those customary rights and privileges of ownership of the Premises which are not inconsistent with the statement of purpose herein, including, but not limited to, the right to:

- (1) Privacy and to carry out regular agricultural practices.
- (2) The creation of new and maintenance and use of existing trails and farm and wood roads on the Premises substantially in their present condition or as reasonably necessary for their continued use for agricultural uses or other uses as designated in the **PROVIDER - Phase 2 Business Plan** prepared by the Grantor in accordance with MRS 7, Chapter 10-B.
- (3) The construction or placement of Temporary Structures for agricultural uses or other uses as designated in the **PROVIDER - Phase 2 Business Plan** prepared by the Grantor in accordance with MRS 7, Chapter 10-B.
- (4) The construction of Permanent Structures, including any described in the Phase 1 Business Plan prepared by the Grantor in accordance with MRS 7, Chapter 10-B and submitted to the Maine Department of Agriculture, Conservation and Forestry – Maine Farms for the Future Program on **RFP DUE DATE** entitled, **PROVIDER - Phase 2 Business Plan**

#### 2. Prohibited Uses

The Grantor covenants that the Premises will at all times be held, used and conveyed subject to, and not in violation of, the following restrictions:

- (1) No use shall be made of the Premises, and no activity thereon shall be permitted, which is inconsistent with the intent of this Agreement, as stated in the Statement of Purpose.
- (2) No non-agriculturally related temporary or permanent structure shall be constructed, placed or permitted to remain on the Premises, except those structures existing on the Premises at the time of the execution of this Agreement, or other uses as designated in the **PROVIDER - Phase 2 Business Plan** prepared by the Grantor in accordance with MRS 7, Chapter 10-B or those structures permitted pursuant to Section III. 3 of this Agreement.
- (3) No refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, radioactive or hazardous waste or other substance or material whatsoever shall be placed, stored, dumped or permitted to remain on the Premises, except as required for the use of the Premises for normal agricultural activities.

#### 3. Activities Which Require Prior Written Approval

The following activities shall not be conducted without the prior written approval of the Grantee, and said approval shall be granted provided that such activities do not defeat or derogate from the intent of this Agreement.

- (1) The construction or placement of one or more new residential dwelling unit(s), together with appurtenant improvements and amenities, including, but not limited to, an asphalt driveway, septic system, or any other underground sanitary system, water system, or other utility, for use by the Grantor or a family member who is actively engaged in agricultural uses on the Premises, unless such construction is designated in **PROVIDER - Phase 2 Business Plan** prepared by the Grantor in accordance with MRS 7, Chapter 10-B.
- (2) The construction or placement of new permanent structures for housing seasonal agricultural employees or for other agriculturally related uses, including related retail sales, unless such construction is designated in **PROVIDER - Phase 2 Business Plan** prepared by the Grantor in accordance with MRS 7, Chapter 10-B.
- (3) The excavation, dredging, depositing or removal from the Premises of loam, peat, gravel, soil, sand, rock or other mineral resources, or natural deposits not in accordance with a USDA/NRCS Conservation Plan.
- (4) The subdivision, recording of a subdivision plan, partition, or any other division of the Premises, or any portion thereof, into two or more parcels, even in the event that the Premises is comprised of one or more deeded parcels at the date of this Agreement.

#### **4. Enforcement of the Terms and Conditions**

- (1) The Grantor grants to the Grantee, and its successors at law, the right to enter the Premises in a reasonable manner and at all reasonable times, for the purposes of:
  - (a) Inspecting the Premises to determine compliance with this Agreement; and
  - (b) Enforcing this Agreement.
- (2) In the event of a violation of the terms of this Agreement, the Grantee reserves the right to pursue any remedy available at law and equity, including injunctive relief.
- (3) The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for enforcement of this Agreement.

#### **5. Termination of Rights and Obligations**

- (1) The Grantor's rights and obligations under this Agreement shall terminate seven (7) years from the date of the signature of the parties below, or at any time prior upon written notification to the Grantee and repayment, in full, of any funds provided by the State of Maine to the Grantor for direct or outside services pursuant to MRS 7, Chapter 10-B § 318.

#### **6. Notices**

- (1) Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other pursuant to this Covenant shall be in writing and shall be sufficient if served personally or sent by certified mail, return receipt requested, addressed as follows:

To the Grantor:

NAMES – BUSINESS

Address

Address

To the Grantee:

Commissioner, Maine Department of Agriculture, Conservation & Forestry

28 State House Station  
Augusta, Maine 04333 - 0028

Attn: Maine Farms for the Future Program – Agricultural Resource Development

Or to such other address as either party may from time to time designate by written notice to the other.

**IV. AFFIRMATIVE COVENANT**

The Grantors agree that the Premises shall remain in active agricultural use, and the land shall not be abandoned excepting those parcels of land abandoned in accordance with a USDA/NRCS Conservation Plan, approved by the conservation district for the locality in which the Premises is located.

**V. AUTHORIZATION**

The foregoing Agreement is authorized by MRS 7, Chapter 10-B Section 318 (4) and is intended to ensure that funds provided for direct services by the State of Maine are protected by a farmland protection agreement, and that the farmland protection agreement will protect the land in agricultural use from nonagricultural development for the period of the agreement.

This Agreement shall be administered on behalf of the Grantee by the Commissioner and shall be enforced by the Grantee as, in its sole discretion, it may decide. Nothing herein shall impose upon the Grantee any duty to maintain or require that the Premises be maintained in any particular state or condition notwithstanding the Grantee's acceptance hereof.

Except as otherwise provided herein, this Agreement does not grant to the Grantee, the public, or any other person any right to enter upon the Premises.

If any section or provision of the Agreement shall be held to be unenforceable by any court of competent jurisdiction, this Agreement shall be construed as though such section had not been included in it.

If any section or provision of the Agreement shall be subject to two constructions, one of which would render such section or provision invalid, then such section or provision shall be given the construction that would render it valid.

This instrument is not a deed. It does not purport to transfer a fee interest to the Grantee.

This Agreement constitutes the entire agreement of the parties and may not be modified or amended except in writing signed by all the parties hereto.