Nevada Conservation Credit System

Mitigation Management Plan Form Section A

This entire mitigation management plan should be developed in close coordination with the Sagebrush Ecosystem Program, to ensure compliance and avoid project delays. The purpose of this mitigation management plan is to ensure Credit Projects, in addition to any credits purchased, and their habitat values to sage-grouse are maintained or improved through implementation of mitigation actions and continuous management commitments and confirmed through monitoring and reporting activities. This mitigation management plan is a binding and enforceable instrument, implemented by the Participant Contract covering the Credit Project area. The Credit Developer and Credit System Administrator signatures on this page of this management plan indicate mutual agreement to its contents. If all credits are not acquired within the required timeframe, the Debit Project will be considered out of compliance.

# Project Information

| Debit Project Name | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| County(s) | | | | |  | | | | | | | | | | | | |  | | | | | | | | | | | | | | |
| WAFWA Management Zone(s) | | | | | | | \_\_\_\_\_\_\_\_\_\_\_ | | | | Biological Significant Unit(s) | | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | | | | | | NDOW Population Mgmt. Unit(s) | | | \_\_\_\_\_\_\_\_\_\_\_\_ | |
| Proposed Credit Project(s) | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | |
| County(s) | | | | |  | | | | | | | | | | |  | | | | |  | | |  | | | | | | | | | | |  | |
| WAFWA Management Zone(s) | | | | | | |  | | | | Biological Significant Unit(s) | | |  | | | | | | | | | NDOW Population Mgmt. Unit(s) | | |  | |
|  | | | | | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | |
| Confirmed Permanent Debit Amount: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Confirmed Term Debit Amount: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Estimated Permanent Credits Needed to Offset (w/Proximity or Phasing Factor): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Estimated Term Credits Needed to Offset (w/Proximity or Phasing Factor): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Estimated Private Land Credits to Purchase or Transfer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Estimated Public Land Credits to Generate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | |  |  | Partial Private Credit Transfer |
| Proposed Public Land Project Type (check all that apply) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | |  |  | PJ Removal | | | | | | | | | | | |  | | |  |  | Meadow Enhancement/Restoration | | | | | | | | |
|  | |  |  |  | | |  |  |
|  | |  |  | Anthropogenic Removal | | | | | | | | | | | |  | | |  |  | Other | | | | | | | | |
|  | |  |  |  | | |  |  |
|  | |  |  |  | | |  |  |  |  | | |  |
| Total Proposed Public Land Project Acreage \_\_\_\_\_\_\_\_\_\_\_\_\_ acres | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

## 1.1 Signatures

The information included in this form and all attachments is accurate. I understand all credit unit calculations and required management activities are subject to verification according to Nevada Conservation Credit System protocols. I understand that management described herein will be conducted for the duration of the project and according to the commitments found in 4.1 to maintain or improve habitat conditions in the Project Area.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Credit Developer Name (Print) Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Credit Developer Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Permittee Name (if Applicable, Print) Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Permittee Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Credit System Administrator Name (Print) Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Credit System Administrator Signature

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Note that anything entered from this point forward should pertrain solely to the proposed project(s) on public lands.

## 1.2 List of Attachments

List any attachments to this management plan that affect the proposed project area here, unless otherwise noted. If submitting electronically, include file names.

|  |  |
| --- | --- |
| Attachment | Description, Page Number, File Name, or Calculator Version |
| Maps and shapefiles of the Project Area, Anthropogenic Disturbances in and around the Project Area, Map Units, Treatment Areas and Management Commitments (as relevant), and surrounding area. Include driving direction map to the Project Area. |  |
| HQT Calculator(s) | *Include HQT Version number* |
| Ongoing or completed NEPA documents (if applicable) |  |
| Water Rights Documentation (if applicable) | *Start* [*Here*](http://webgis.water.nv.gov/Html5Viewer/Index.html?configBase=http://webgis.water.nv.gov/Geocortex/Essentials/REST/sites/NDWR_Water_Rights/viewers/NDWR_Water_Rights1/virtualdirectory/Resources/Config/Default)*.* |
| Claim/Special Use Permits Documentation (if applicable) Property Restrictions (e.g., rights-of-way) (if applicable) Conservation Program or Easement Documentation (if applicable) | *Start* [*Here*](http://data-ndom.opendata.arcgis.com/pages/mining-claims) *for Claim information. Start* [*Here*](https://www.conservationeasement.us/interactivemap/) *for Rights-of-Way information.*  *Obtain letter from the local federal agency outlining the authorized use on and within 6km of the project area, and indicating approval for the proposed project.* |
| Proper Functioning Condition Assessment Checklist for Each Riparian/Wetland Area (if applicable) |  |
| Other Important Documents  (Any descriptions requested in 2.2 and 2.3 may be attached and listed here, as well as additional details for plans listed in 4.1) |  |

## 1.3 Contact Information

Provide contact information for the Credit Developer and Property Owner or Land Manager, if different than the Credit Developer. If a Verifier is assisting with the development of this management plan, provide contact information here. Add additional contact boxes if needed.

| Credit Developer | | | | | Public Land Manager (if applicable) |
| --- | --- | --- | --- | --- | --- |
| Business Name | | | | | Agency/Field Office |
| Credit Developer Name (First and Last) | | | | | Primary Contact Name (First, Last & Title) |
| Mailing Address | | | | | Mailing Address |
| Telephone (home, work, or cellular) | | | | | Telephone (work or cellular) |
| Email | | | | | Email |
| Permittee (if applicable) | | | | | Verifier (if applicable) |
|  |  |  | cHECK IF sAME AS cREDIT dEVELOPER | | Business Name |
|  |  |  |
|  |  |  |
| Primary Contact Name (First and Last) | | | | | Primary Contact Name (First and Last) |
| Mailing Address | | | | | Mailing Address |
| Telephone (home, work, or cellular). | | | | | Telephone (work or cellular) |
| Email | | | | | Email |
| Credit System Administrator Contact Information | | | | | |
| Credit System Administrator Contact | | | | | Sagebrush Ecosystem Technical Team |
| Mailing Address | | | | | 201 S Roop Street, Suite 101  Carson City, Nevada 89701 |
| Telephone | | | | | (775) 684-8600 |
| Email | | | | | kmcgowan@sagebrusheco.nv.gov |
| Notices | | | | Any notices regarding this Mitigation Plan shall be directed to the Credit Developer, Property Owner, Public Land Manager, and Credit System Administrator at the contact information listed above. Contact information provided on this form must be kept up to date within sixty (60) days of a change for any party by submitting in writing updated contact information to the Credit System Administrator. | |

# Land Control, Current Management & Local Resources

The purpose of this section is to provide information on the ownership and control of the Project Area, and the details of the current management efforts. Local natural, biological, and cultural resources relevant to the Project Area are requested.

## 2.1 Land Management & Control

Clearly identify the Project Area, and disclose important facts and details related to property rights and previous conservation funds received here. The Project Area contains the land enrolled in the Credit System, and is covered by this management plan and the Participant Contract.

|  |  |
| --- | --- |
| Project Area Location, Boundary & Acreage | *Describe the location of the Project Area, including geographical or political boundaries. If the Project Area is comprised of separate areas, specify the location and boundary of each land mass that compose the Project Area. Provide total acreage for the Project Area. Provide file name and specific page numbers of attachments containing relevant maps, and include in the List of Attachments.* |
| Surrounding Areas | *Describe what projects, including conservation and anthropogenic disturbance projects are planned or being completed on or near the proposed project. Start here for* [*BLM*](https://eplanning.blm.gov/epl-front-office/eplanning/nepa/nepa_register.do) *or for* [*USFS*](https://www.fs.fed.us/sopa/state-level.php?nv)*.* |
| NEPA Status | *Describe the status and provisions of the NEPA analysis.* |
| Leased or Severed Property Rights / Claims, Existing Easements, Land Use Restrictions or Designations, Conservation Programs & 3rd Party Funded Conservation Practices | *Obtain letter from the local federal agency outlining the authorized use on and within 6km of the project area, and indicating approval for the proposed project.*  *Briefly summarize any leased or severed rights on the Project Area or surrounding areas, such as leased wind energy rights, leased mineral rights, or severed mineral rights; and any land use restrictions or designations, including public land use designations and easements, existing on the Project Area or surrounding areas.*  *Provide the location of SETT-requested land uses or restrictions on a map of the Project Area.* |

## 2.2 Project Area & Current Management

Describe the geographic setting, historical uses, current uses, and other important background information for the Project Area, if applicable.

|  |  |
| --- | --- |
| Current Land Uses and Applicable Management, and Potential Implications of the Project | *Describe the current uses of the Project Area (e.g., grazing, AML numbers for wild horse and burro, seeding efforts, concurrent conservation practices) and how the strategy supports or guides the area towards the long term rangeland goals.* |
| Current Fencing and Watering Infrastructure  (if applicable) | *Describe and map the current fencing and watering infrastructure relevant to the Project Area, details on the maintenance required to maintain it, and other relevant information. Maps should be attached and listed in section 1.2 assuming maintenance of this infrastructure is committed to within this management for the project term.* |
| Water Rights / Subsurface Rights  (if applicable) | *If documentation is already provided, briefly describe water rights and subsurface rights in the Project Area. If documentation is not provided please provide.* |
| Proper Functioning Condition Assessment  (if applicable) | *Provide the Proper Functioning Condition (PFC) assessment (e.g., “functioning”, “functioning-at risk”, “nonfunctional”) of each riparian and wetland areas evaluated within the Project Area. Provide file name and specific page numbers of an attachment containing a map of the riparian and wetland areas within the Project Area, and include in the List of Attachments. Review the PFC assessment results and note the issues preventing a site from reaching PFC. Create a stepwise plan to address those issues in section 4.1.* |
| Riparian and Meadow Management Actions  (if applicable) | *Describe current, recent, or intermittent actions that have been conducted to maintain or improve stream systems and meadows relevant to the Project Area.* |

## 2.3 Local Resources

Describe the resources on and near the Project Area.

|  |  |
| --- | --- |
| Current Habitat Conditions | *Describe the current habitat conditions of the Project Area. Utilize the outputs of the calculator to summarize the habitat type within the Project Area. Include what map units have areas of concern such as invasive annual grass and lack of sagebrush, grasses, or forbs.* |
| Greater Sage-Grouse & Greater Sage-Grouse Habitat | *Describe indicators of sage-grouse use of the Project Area (e.g., sightings and lek status if known).* |
| Other Wildlife | *Describe wildlife resources and how this action will affect the management* |
| Ecological Sites within the Project Area | *Briefly describe the current vegetation community, along with the ecological sites, soils, and landforms associated with them within the Project Area and the map units (if applicable) that relate to each.* |

# Credit Project Overview, Reserve Account & Credit Release SChedule

This section summarizes of the amount of initial credits expected to be made available for sale to maintain the current habitat conditions for at least a 30-year term. The projected uplift credits and the reserve account contributions are given in this section. The anticipated credit release schedule is also included based on the plans for uplift actions.

## 3.1 Conservation goals

Provide an overview of the purpose, goals, and objectives of the Credit Project for use in the Conservation Efforts Database. Summarize the current management actions being implemented that are to be continued for the term of the project, those management actions to be improved upon, and the enhancement and restoration actions planned for the project. A more detailed account of management actions will be provided in Section IV. *Management & Monitoring.* Duplicate the table below per project type as needed.

|  |  |
| --- | --- |
| Purpose of the Project | *Describe the purpose of the Credit Project establishment, enter project number next to applicable purpose (e.g., P1, P2).*  \_\_\_\_ Reduce Predation \_\_\_\_ Enhance Lekking Success  \_\_\_\_ Enhance Nesting Success \_\_\_\_ Enhance Brood-Rearing Success  \_\_\_\_ Enhance or Restore Habitat \_\_\_\_ Open a Corridor / Increase Connectivity  \_\_\_\_ Expand Available Habitat \_\_\_\_ Increase Hydrologic Function / Moisture Retention  \_\_\_\_ Stop Riparian Degradation \_\_\_\_ Reduce or Eliminate Direct or Indirect Impacts  \_\_\_\_ Prevent Further Loss of Habitat \_\_\_\_ Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Summary of Management Actions, Divided by Project Number | *Provide a detailed summary of the mitigation management actions to be completed for the term of the project. Provide further details on plans for enhancement or restoration actions, as appropriate, and include in the List of attachments. (Ongoing management actions should be described in Section IV. Management & Monitoring.)* |

## 3.2 Estimated Reserve Account Contribution

The estimated reserve account contribution is described in the Credit System Manual Section 2.4.3 *Reserve Account Contribution*. The reserve account summary below is meant to show the reserve account contributions and how they are derived. Fill in the table below, or copy and paste the summary table shown below from the calculator spreadsheet. The total reserve account contribution percent will remain unchanged for all additional credits earned over the lifetime of the project. Add or remove rows as needed.

|  |  |
| --- | --- |
| Reserve Account Summary | |
| **Total Contribution Percent (%) Project 1 (P1)** |  |
| **Total Contribution Percent (%) Project 2 (P2) (if applicable)** |  |

## 3.3 Projected credit summary

Through coordination with a certified verifier and the Credit System Administrator, outline the projects described in *Summary of Management Actions* above; and fill out an estimate of the projected credits and Habitat Quantification Tool (HQT) version, and attach a HQT calculator, if applicable. Available credits are the total projected credits generated minus the reserve account contribution. Add or remove rows as needed.

Examples are provided below (*italics).*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Project NUmber** | **Project Type/Location** | **Proposed Project Duration** | **Proposed Acreage** | **\*Projected Available Credits** | **hqt version** |
| *P1* | *Conifer Removal / Simpson Parks* | *30 years* | *1,054* | *100* | *v.1.5* |
| *P2* | *Meadow Restoration / Deer Creek* | *30 years* | *204* | *300* | *v.1.5* |

\*Proposed available credit estimates are estimates only and may change depending on management activity results measured using the HQT. All subsequent HQT verifications (Field and GIS Desktop analyses) are subject to using the HQT version identified above and will determine amount of additional credits.

## 3.4 Credit Release / Transfer Schedule

The credit release schedule describes a timeline of conservation actions and HQT scores that lead to timed credit releases, including credit purchases. No fewer than one-third of the total debits must be purchased or transferred prior to ground being broken. All required debits must be offset no later than one-third the debit term length, at a maximum of 10 years, starting from the date of the first transaction or the date of ground being broken, whichever comes first. No more than two additional phases of credit acquisition will be allowed (Phase 2 and Phase 3), and all credits acquired must cover the entire term of the project, regardless of when they become effective. When credits are appropriate upfront due to a reasonable likelihood of uplift success, the effort should be detailed in section 4.1. Subsequent credit releases will be contingent on achieving HQT habitat function scores. For enhancement and restoration situations that are funded prior to any credit release; verification of uplift and determination of the corresponding credit releases can happen at any point. See the Credit System Manual, Section 2.4.4 *Credit Release* for more information.

Examples are provided below (*italics*).

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Length of Time anticipated to generate Proposed Credits | | | | *\_\_\_\_\_\_\_* Years |  | |  |
| Release | Estimated Available Credits | Anticipated Release  Date | Actions or improvements for the project or mAP unit  Necessary To realize Estimated Credit Release | | | Final Available Credits | confirmed release Date |
| Initial Credit Purchase/Transfer  *Credit Purchase* | *250* | *Upon signature of this plan* | *None* | | | *250* | *Upon signature of this plan* |
| Credit Project Uplift Release 1\*  *From Project 1* | *100* | *Within two years upon signature of this plan* | *Pinon and juniper lop and scatter removal will occur over 1,000 acres of phase I and II in PHMA within the same PMU as the proposed disturbance. Maintenance of the action is described in Section 4.1. This uplift action and verification is planned to occur within two years upon signing of this plan.* | | |  |  |
| Credit Project Uplift Release 2\*  *From Project 2* | *300* | *Within five years upon signature of this plan* | *A degraded riparian system will be fenced, grade controls will be put in, and followed by weed control and seeding of forbs and grasses. This uplift action is planned to occur within the first two years upon signing of this plan. Following implementation, verification is planned to occur within 5 years of this plan, depending on recovery. See final calculator and section 4.1 for additional details* | | |  |  |

\*There will be a credit phasing factor of 1.05 applied to any debit balance remaining after the Initial Credit Purchase/Transfer (Phase 1)

# Management & Monitoring

The goal of management in the CCS is to maintain or improve the habitat attributes of the credit project to benefit sage-grouse. The purpose of this section is to document the management, monitoring, and reporting activities necessary to ensure ongoing habitat quality.

The Nevada Greater Sage-grouse Conservation Plan (Plan) identifies issues potentially affecting sage-grouse populations in Nevada. Please review the Plan and discuss how potential issues (e.g., predation, fire and fuels, wild horses and burros, recreation and off-highway vehicles, pinyon-juniper encroachment, noxious/invasive weeds) will be addressed by this management plan. Plans to address these issues can be listed below under management commitments.

## 4.1 Management Commitments

The Credit Developer is expected to maintain habitat function from uplift activities by committing to management actions. Circumstances involving environmental and climatic variability (e.g., aroga moth infestations, severe drought, wildfire, etc.) are considered outside of the Credit Developer’s control and may require an addendum if long-term management should be affected. In the tables below, detail the management commitments to be implemented by the Credit Developer. Make the actions as specific and measurable as possible). These actions should allow for compliance and non-compliance to be clear through reporting or discussion of management actions. Several examples of management commitments along with end goals and monitoring and reporting methods are provided in the table. Actions that are tentative should not be included.

These commitments include the most important actions for maintenance and improvement of habitat. The Administrator may have further recommendations and must agree that the management commitments are meaningful and durable. These commitments must be carried out as defined in this plan, unless modification to this management plan is agreed upon as stipulated in Section V. *Terms and Conditions*.

All management actions should have a goal that is specific and measurable. In the tables below management actions should list the action, goal, and monitoring method. These goals will be evaluated by the Credit Developer on a yearly basis through an annual monitoring report, and are subject to spot checks at the discretion of the Administrator. Adaptive management is encouraged in this management plan and changes to the plan will need to be coordinated through the Administrator. Efforts should be made to create goals which are not sensitive to climatic conditions (i.e., drought).

Management concerns that should be addressed are listed below, if applicable. Plans can be simple or complex, depending individual situations.

* Maintenance of conifer removal efforts.
* Maintenance of fencing.
* Maintenance of water right, irrigation, and related infrastructure.
* Implementing a planned noxious weed treatment and invasive annual grass strategy.
* Implementing a plan to work towards and/or maintain Proper Functioning Condition in all lentic and lotic systems.

Examples of above elements are below (*italics*).

| Management Actions | | | | | |
| --- | --- | --- | --- | --- | --- |
| Management ACTION | location | Goals | action | Anticipated Interval | Commitment time frame |
| *Complete & Maintain Conifer Removal Effort* | *P1*  *Simpson Parks* | *Completed and maintained Pinyon-Juniper removal* | *Cut pinyon and juniper and occasional post-cut regrowth thereafter* | *After initial lop and scatter work, regrowth expected to require maintenance on a 10-year basis* | *Duration of Project* |
| *Weed Treatment on Phase 2 Conifer* | *P1*  *Phase 2 Areas of Simpson Parks* | *Prevent weeds post-removal* | *Spray chemical weed control just after the cutting of Phase 2 PJ* | *After initial lop and scatter work* | *Initial Cut* |
| *Install/maintain grade control structures* | *P2*  *Deer Creek, main stem stream* | *Trend towards achieving and maintaining PFC* | *Install and maintain grade control structures to address erosion. Map and plans attached* | *Installation Spring 2019 and maintenance as needed thereafter* | *Duration of Project* |
| *Fencing* | *P2*  *Deer Creek* | *Protect the meadow from overgrazing* | *Install and maintain fencing to manage grazing. Map and plans attached* | *Installation Spring 2019 and maintenance as needed thereafter* | *Duration of Project* |
| *Weed Treatment* | *P2*  *Deer Creek, South and East Sides* | *Reduce weed cover to <5%* | *Spray chemical weed control on noxious weeds twice a year until weeds are under control or removed* | *Within two years from start of the project, after fencing and grade structure are in place, then maintain every year from there* | *Duration of Project* |
| *Seeding* | *P2*  *Deer Creek* | *Increase of desirable perennial grasses to >30% and forbs to >10%* | *Seed whenever needed* | *Within two years from start of the project, after fencing, grade structures, and weed controls are in place, then reseed when needed* | *Duration of Project* |

## 4.2 Management Budget

This section is meant to determine the proposed financial assurance method and describe the cost of project management and assist in understanding project costs and determining the amount of funds set aside for maintenance of the project. List the proposed financial assurance method(s) (e.g., Assurance or Collateral Bonding), remembering that the Administrator shall have access to the Financial Assurance Fund for long-term management and monitoring in the case of Credit Project failure due to an intentional or unintentional reversal. If looking at financial assurances outside the two suggested below, work with the Administrator to determine whether the proposed financial assurance mechanisms are acceptable. Additionally, list the estimated total amount to be set aside for long-term management and monitoring.

List the management actions from the tables in Section 4.1 in the corresponding tables below. Provide anticipated levels of effort, frequency, and cost for each management action. For actions that require upfront costs and reduced maintenance costs thereafter, provide an estimated timeline. Management activities must be carried out according to the frequency and schedule identified below, unless modification to this management plan is agreed upon as stipulated in Section V. *Terms and Conditions*. If necessary, attach a more detailed account of management activities and their costs in the List of Attachments.

Example management activities are provided below (*italics*), add rows as needed.

This table is a summary of Financial Assurances for Long-Term Management and Monitoring, taken from Management Actions and Monitoring & Reporting Activities tables below, plus contingency (10% recommended)

| **Project** | **The Proposed Financial Mechanism for Long-term Management and Monitoring** | **The Estimated principal or total amount of the Financial Assurance for Long-term Management and Monitoring** |
| --- | --- | --- |
| *P1 Conifer Removal* | *Collateral Bond with Money-Grabber Bonds* | *$123,200.00 (includes 10% contingency)* |
| *P2 Meadow Restoration* | *Assurance Bond with Bonds-R-Us* | *$81,345.00 (includes 10% contingency)* |

| Management Actions | | | | | | |
| --- | --- | --- | --- | --- | --- | --- |
| Management Activities | Description | Level of Effort | Initial Cost | Maintenance Cost | Maintenance Frequency | Schedule (if Applicable) |
| *P1 Complete & Maintain Conifer Removal Effort* | *Cut pinyon and juniper and occasional post-cut regrowth thereafter* | *Medium* | *$100,000* | *$55,000* | *Every 10 years for 20 years of maintenance* | *Large treatment 2019-2020; maintenance in year 10 and 20* |
| *P1 Weed Treatment on Phase 2 Conifer* | *Spray chemical weed control just after the cutting of Phase 2 PJ* | *Low* | *$2,000* | *$0* | *NA* | *NA* |
| *P2 Install/maintain grade control structures* | *Install and maintain grade control structures to address erosion. See attached Restoration Plan.* | *High* | *$20,000* | *$250* | *Annually for 29 years of maintenance* | *As needed, detailed within restoration plan* |
| *P2 Fencing* | *Install and maintain fencing to manage grazing. See attached Restoration Plan.* | *Medium* | *$15,000* | *$100* | *Annually for 29 years of maintenance* | *As needed, detailed within restoration plan* |
| *P2 Weed Treatment* | *Spray chemical weed control on noxious weeds twice a year until weeds are under control or removed. See attached Restoration Plan.* | *Low* | *$5,000* | *$1,000* | *Annually for 29 years of maintenance* | *Twice a year until under control, then annually, detailed within restoration plan* |
| *P2 Seeding* | *Seed whenever needed. See attached Restoration Plan.* | *Low* | *$5,000* | *$200* | *Annually for 29 years of maintenance* | *As needed, detailed within restoration plan* |
| TOTAL | | | *$147,000* | *\*$154,950* |  |  |

\*Total Maintenance Cost should be the Maintenance Cost multiplied by the Maintenance Frequency to get the total cost for maintenance over the life of the project.

## 4.3 Monitoring, Verification, & Reporting Activities

This section is meant to plan and ensure adequate understanding of the necessary monitoring, verification, and reporting activities and their costs.

For **Conifer Removal**, a report must be submitted at each 10-year interval, when maintenance is completed. A brief report with photos to show that maintenance has occurred, and to show the condition of the habitat post-cutting is required at that time. For conifer uplift only, you may skip to Monitoring & Reporting Activities Summary Description & Estimated Budget below and remove the Annual Monitoring Section.

For **Meadow Enhancements**, annual monitoring and 15-year verification is required for the life of the project. The Annual Management & Monitoring Report is required to be completed between April 15th and June 30th (or when vegetation is peaking) and submitted to the SETT by the end of July each year (with the exception of verification years) by all credit project proponents to maintain compliance in the Conservation Credit System. The report will serve as an account of the management actions performed in each year and confirm that the actions committed to were completed or in some cases unnecessary for the given year.

### Habitat Uplift Annual Management & Monitoring

Please determine the locations of the monitoring sites to be used for annual monitoring below. Once established, include a map below displaying the monitoring site locations as well as the map units for the project. These efforts are meant to evidence whether or not habitat maintenance or improvement is occurring, in between more robust and diverse assessments by resource professionals. A minimum of five annual photo-point locations per 1000 acres of project area are recommended to be established. Four landscape photos accounting for a 360° view will be taken from each location to depict the vegetation in close proximity and the greater landscape behind it. To establish these locations, the following should be considered:

* Monitoring locations should be able to be accessed and located repeatedly by the credit producer over the course of the project with minimal risk.
* The sites should allow for adequate representation of the various map units and valuable project and habitat characteristics.
* Locations should capture sensitive areas of meadows and streams and areas with erosion issues (e.g., headcuts), as well as upland sites that best represent the general conditions and use of each map unit.
* Areas where treatments are planned or have occurred or where management activities are likely to have the most impact should be represented.
* Sites where invasive annual grasses (Cheatgrass and Medusahead) and noxious weeds are at risk of expansion should also be represented.
* Locations chosen should convey the most important project information. For example, with a 360° assessment, a site centered in a meadow or along a stream would allow capture of upstream, downstream and riparian perspectives, and locations transitional zones between vegetative communities will convey information about multiple habitats from one point.

*Place a map showing the locations of the monitoring sites here…*

*Describe the locations of the sites in the table provided below. Example monitoring site descriptions are provided in the table (italics). The credit producer will photo-monitor at these locations in all years in which verification does not occur for the length of project commitment.*

|  |  |
| --- | --- |
| Site Number, Name (UTMs) | *Description of the location, the Map Unit(s) the photo-monitoring will capture, the headings so that photos are comparable over time, and the justification to include location in annual monitoring:* |
| *#1 Downstream of Headcut Below Main Meadow (777777E, 7777777N)* | *This site is located at the UTMs listed on the river right high bank downstream of the headcut below the main meadow. A photo upstream (0º) depicts the headcut & local riparian, the downstream photo (180º) shows the stream & local riparian, & photos directed away (90º & 270º) from the stream will depict transition from riparian to upland. Map units 1 & 2 will be assessed in photos. The site also indirectly assesses stability of Map Unit 3.* |
| *#2 Main Meadow From Lower Impoundment (777888E, 7777888N)* | *Located at the UTMs listed, this site is on the center of the lower impoundment of the main meadow. Photos should depict the meadow upstream (0º), the lotic system downstream (180º) and the impoundment and transitional habitats in both directions (90º & 270º). Map Unit 3 is assessed directly and Map Units 4 and 5 are assessed in the background.* |
| *#3 Conifer Removal Area (777999E, 7777999N)* | *This site is located in the relative center of the conifer removal treatment area at the UTMs listed and will serve to thoroughly monitor Map Unit 6, the response from the treatment, and its continued maintenance. The four cardinal directions will serve as photo-monitoring bearings.* |
| *#4 Main Meadow/Upland Western Ecotone (777666E, 7777666N)* | *This site is located at the ecotone between the western Main Meadow and Upland (Map Units 3 and 5). The ecotone is currently quite distinct despite a gentle slope, therefore this area might indicate changes in water availability. 45º & 225º will depict the ecotone and 135º and 315º MUs 3 & 5.* |
| #*5 Main Meadow at Upstream Boundary (777555E, 7777555N)* | *This site is located at the upstream boundary of the main meadow and thus serves as a good monitoring site of meadow conditions and the surrounding upland map units. 0º will assess the lotic system upstream, 180º the uppermost main meadow, and 90º & 270º MUs 4 & 5.* |

After determining the monitoring sites, review the most current Annual Management and Monitoring Report template to estimate the effort and costs of its completion annually. These cost estimates should be included in the table on the following page and will be used to determine the size of the stewardship fund described within section 6.4.

Five-Year Qualitative Assessments (QAs) are to be conducted alongside the SETT at five year increments outside of the years in which verification occurs. This Five-Year QA will involve a GIS evaluation of the project using aerial imagery and remote sensing data by the SETT. This will be followed by a site visit in which the SETT member assigned to the project will meet with the Credit Project Proponent, conduct the annual monitoring component of the Annual Management & Monitoring Report, assess whether the project area is being managed as committed to, and provide a general assessment of the habitat and critical areas within the project area. Although Five-Year Qualitative Assessments (QAs) will involve a SETT member accompanying the Credit Project Proponent on the annual monitoring effort every five years, the Credit Project Proponent will be accountable for the same effort on and completion and submission of the Annual Management & Monitoring Report in these years as well.

Verification efforts are planned for Year 15 of 30 year commitments and at fifteen year increments for longer projects. Verification is necessary to periodically assess whether habitat conditions and management commitments are being maintained and to measure any uplift due to management actions. Spot checks will have similar objectives but will be conducted and funded by the SETT. Verification efforts will need to be conducted and reported on by a certified verifier. 100% of the initial HQT effort is planned for verification along with a brief report. To estimate the cost of verification, contact a certified verifier.

In order to remain compliant, Annual Management & Monitoring Reports & Verification reports must be received in a timely manner. The Administrator will be responsible for determining whether an intentional reversal has occurred due to not meeting the reporting obligations as appropriate for management practices.

### Monitoring & Reporting Activities Summary Description & Estimated Budget

The typical monitoring activities to be budgeted for are provided below (*italics*). Please update the information and the estimated costs as appropriate.

| Monitoring & Reporting Activities Summary Description & Estimated Budget | | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Monitoring & Reporting Activities | | Description | Required  (Yes/No) | Level of Effort | Monitoring Cost | Monitoring Frequency | Schedule (if Applicable) |
| *P1 Conifer Removal* | | *Verification that Conifer Maintenance has been completed, including photos and a written report* | *Yes* | *Low* | *$1,000* | *Every 10 years for 20 years of maintenance* | *To be completed in years 10 and 20 after maintenance* |
| *P2 Meadow Restoration Annual Monitoring* | | *Annual Monitoring to ensure success, to be done in a report by the Credit Developer* | *Yes* | *Low* | *$500* | *Annually for 28 years of maintenance* | *To be completed annually through the life of the project (not needed in year 15)* |
| *P2 Meadow Restoration Verification* | | *Full verification at year 15 and reporting completed by a certified Verifier* | *Yes* | *Medium* | *$15,000* | *At year 15* | *To be completed in year 15* |
|  | TOTAL | | | | $31,500 |  |  |
| Required Date of Submittal | | The Annual Management and Monitoring Report will be submitted to the Administrator by July 31st of each year that Verification is not conducted. | | | | | |
| \*Total Monitoring Cost should be the Monitoring Cost multiplied by the Monitoring Frequency to get the total cost for monitoring over the life of the project. | | | | | | | |

# Further Terms and Conditions

This section describes the responsibilities of the relevant parties and terms and conditions under this management plan, including any prohibited uses. Add language where appropriate (*in italics*). Additional responsibilities may be defined in the participant contract. Any alterations of the established language below should be discussed with the Administrator.

|  |  |
| --- | --- |
| Credit Developer Responsibilities | *Describe the Credit Developer’s specific responsibilities under the management plan. Add responsibilities as needed to reflect responsibilities and management actions specific to the project.*  Monitor all treatment areas, map units, and grazing, irrigation, and other infrastructure that assists in GRSG habitat management and maintain habitat quality to avoid any intentional reversals. Any activities that decrease the HQT calculation defined in this management plan will be avoided. Failure to observe and/or report these activities, with no action taken, could lead to an intentional reversal and financial penalties associated to the loss of credit values. The Credit Developer or his authorized agent(s) will do all the monitoring/reporting and proposed treatments. Developer will submit the annual monitoring report each year by July 31st. We suggest that all fences be flagged in accordance with NRCS “Fence Considerations in Sage-Grouse Habitat” <https://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_042043.pdf>. |
| Cooperative Agreement | *Please describe and attach the cooperative agreement.* |
| Transfer of Responsibilities | Any subsequent transfer of responsibilities under this management plan shall be requested by the Permittee, Public Land Manager, Property Owner, or Credit Developer, where applicable, in writing to the Administrator. A transfer shall require written approval by the Administrator, and shall be incorporated into this management plan by amendment. The Credit Developer then assumes transferred responsibilities described in this management plan and as required in the participant contract, unless otherwise amended in writing by the Administrator. |
| Adaptive Management | The requirements set forth in this management plan are intended to ensure the success of the credit project. They are not intended to limit the Credit Developer’s ability to incorporate new knowledge and use the most effective conservation measures available. The Credit Developer will evaluate the effectiveness of management actions to achieve management objectives over time. If required management actions specified herein do not achieve intended results, or if new conservation measures are recommended, the Credit Developer may recommend modification to this management plan as necessary. Amendments to this management plan must be agreed upon in writing by the Public Land Manager, Property Owner, Credit Developer, Permittee, and the Administrator where applicable. |
| Prohibited Uses | *Describe any additional uses that will be prohibited throughout the duration of the Credit Project.*  Activities resulting in direct or indirect habitat loss will be analyzed on a case-by-case basis with regards to habitat function, and could result in an intentional reversal. Thus, any activities that may alter the initial verification calculation should be avoided. Anthropogenic disturbances defined in table 1 of the CCS Users Guide that are developed by the landowner may constitute an intentional reversal that results in loss of habitat function.  If ground disturbance within 3 miles of an active sage-grouse lek is absolutely unavoidable, conduct ground disturbance activities from 15 July to 30 November to avoid disturbing sage-grouse during the breeding, nesting, early brood rearing and winter periods, with the exception that fence removal and installation around project area meadows potentially used as late-brood rearing habitat should be conducted outside the late brood-rearing season, which is from June 15 to September 15, to the extent feasible. If actions must be completed during the time of lek use from March 1st to May 15th, they should be avoided from 6 pm to 9 am and when possible, consist of noise levels less than 10 decibels above ambient. |
| Remedial Action & Amendments | This management plan may be amended or modified only with the written approval of the Permittee, Public Land Manager, Credit Developer, and the Administrator, where applicable. Amendment or modification or this management plan may be required to better meet management objectives and preserve the habitat and conservation values of the Project Area, or to remediate the project due to intentional or unintentional reversals. See the participant contract for additional information on remediation of the credit project. |

Nevada Conservation Credit System

Mitigation Management Plan Form Section B

This section is to be completed upon the sale or transfer of credits, with a new section added with each credit sale or transfer. The Credit Developer and credit system Administrator signatures on this page of this management plan indicate mutual agreement to its contents.

# Credit Sale/Transfer Addendum I

The purpose of this section is to detail the sale of the credits and set expectations about the funding of the bank, including naming responsible parties for managing the funds throughout the duration of the project. Please include any supporting documents (e.g., maps, financial assurance documentation, management plan amendments) if needed.

## 6.1 Signatures

The information included in this form and all attachments is accurate to the best of my knowledge. I understand all credit unit calculations and required management activities are subject to verification according to Nevada Conservation Credit System protocols.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Credit Developer Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Credit System Administrator Signature Date

## 6.2 Project Duration

This section outlines the duration of the project and the details of the current sale or transfer.

| Project Duration \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ years | | | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Total confirmed Available Credits to Date | Credits Sold/ transferred to Date | | Permanent Credits to be Sold/ Transferred | Term Credits to be Sold/ Transferred | Date of Sale/Transfer | | Debit Project to Offset | |
|  |  | |  |  |  | |  | |
| Serial Numbers: | | | | | | | | |
| Map Units\*: | | | | | | | | |
| \*The entire map unit must be managed equally, even when only partial credits have been used. | | | | | | | | |
|  | |  | | | |  | |  |

## 6.3 Budget Adjustments

Please note any budget adjustments since the signing of the management plan.

| Budget Adjustments | | |
| --- | --- | --- |
| **BUdget Category** | **Change** | **Reasoning For Revisions** |
|  |  |  |
|  |  |  |

## 6.4 Financial Assurances

Describe and attach the financial assurance mechanisms planned to be implemented upon release of credits for the Credit Project. At a minimum, financial assurance mechanisms must be provided to cover the anticipated average annual costs associated with management and monitoring of the Project Area. Verification should also be considered. (Additional financial assurances to replace credits that have been sold but become invalidated due to intentional reversal may also be required. See the Participant Contract for more detail. The Fund Manager should also be specified in the Participant Contract.) The functionality and financial health of all financial assurances mechanisms are evaluated when the Credit Project is verified.

|  |  |  |  |
| --- | --- | --- | --- |
| Summary of Funding | | | |
| **Financial Mechanism** | **Fund Manager & institution** | **Withdrawal Regulations** | **Starting Principal** |
|  |  |  |  |

## 6.5 Management Plan Revisions

The Management Plan as a whole is meant to address the entire Project Area and the management commitments, which will continue in the long-term when the credits sell. However, there may be a few unknowns until a formal sale of credits is discussed such as the term length or the effects of a sale of a portion of the credits. Please populate the table below with the areas of the management plan likely to change when the specifics of a negotiation to sell credits are determined and the reason that changes will be necessary.

| Management Plan Revisions | |
| --- | --- |
| Change | Reasoning For Revisions |
|  |  |
|  |  |