

# REQUEST FOR FULL PROPOSAL

## Maine Natural Resource Conservation Program

### Full Proposal Package

July 2024

Maine Department of Environmental Protection



The Nature Conservancy in Maine



US Army Corps of Engineers  
New England District



**US Army Corps  
of Engineers** ®

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# Maine Natural Resource Conservation Program

## Background

The Maine Natural Resource Conservation Program (MNRCP) was created to help compensate for unavoidable impacts to protected aquatic resources in the State of Maine by funding the restoration, enhancement, preservation, and creation of similar resources. The program manages the allocation of funds collected through the State's In-Lieu Fee Compensation Program, a voluntary program that allows entities impacting natural resources, primarily wetlands, to make a payment directly to the Maine Department of Environmental Protection (MDEP) as an alternative to the traditional compensatory mitigation process. Fees collected by MDEP are deposited into separate funds based on the biophysical regions in which the impacts occurred. Funds are then awarded, through an annual competitive grant process, to projects that provide compensation for development impacts. The funds and the MNRCP grant process are administered by The Nature Conservancy in Maine (TNC) in coordination with MDEP and the U.S. Army Corps of Engineers (Corps).

## Request for Full Proposals

On May 22, 2024, MNRCP solicited Letters of Intent for wetland restoration, enhancement, preservation, or creation projects in each of the seven biophysical regions in the state. Public agencies, tribes, non-profit conservation organizations, soil and water conservation districts, and Maine municipalities were all encouraged to apply for funding. Letters of Intent were submitted on or before June 26, 2024. MNRCP is now requesting full proposals from those applicants whose Letters of Intent were determined to have met the basic program goals and have the potential to result in projects that will provide adequate compensatory mitigation for development impacts in the state.

In 2024, MNRCP will be prioritizing funding for projects that include wetland restoration and/or enhancement. These projects are likely to score and rank higher than "preservation only" projects and will have a better chance of receiving funding. Restoration and enhancement projects more directly address state and federal "no net loss" mitigation policies by replacing and enhancing the wetland functions and values impacted by development. "Preservation only" projects may still be eligible for MNRCP funding; however, these projects are more likely to be funded if they protect specific resources or habitat types that are difficult or impossible to restore (thereby making preservation a more appropriate mitigation strategy), including projects that protect known vernal pools, mapped Inland Waterfowl and Wading Bird Habitat (IWWH), or sites with tidal marsh migration potential.

MNRCP continues to encourage projects that include both preservation *and* restoration or enhancement. These types of projects meet multiple program goals, including "no net loss" goals associated with restoration or enhancement of wetlands, as well as the long-term protection of wetland and upland buffers.

## Full Proposal Submissions

To be considered, full proposals must be received by **5:00PM on Thursday, September 5, 2024**. Full proposals may be submitted via email to [maineresources@tnc.org](mailto:maineresources@tnc.org). Note that proposals are not submitted via the MNRCP website. Proposals must be submitted as one combined PDF file; MNRCP will not accept multiple files. If the combined proposal file exceeds normal email attachment size limits, contact [maineresources@tnc.org](mailto:maineresources@tnc.org) for other submission options.

All completed full proposals must include:

- 1) A Project Description (using the full proposal outline provided in Appendix A). The total length of the Project Description should not exceed seven pages of text (not including budget, maps, photos, plans, etc.). *Please note that the application outline was changed in 2023 due to revisions to the MNRCP review criteria;*
- 2) A Project Budget (using format provided in Appendix B); and
- 3) All maps, photos, and conceptual designs needed to communicate the project's objectives. Please try to limit maps, photos, and plans to a total of 10 pages.

Please note that all information submitted with project proposals will be considered public information. Do not submit any information that is considered privileged or confidential.

For the complete timeline for the upcoming grant cycle, see Appendix C. For a listing of the current funds available for award in each biophysical region, see Appendix D. Note that additional funds may be added prior to the proposal submission deadline. A list of Frequently Asked Questions is provided in Appendix E.

### **Proposal Review**

Full proposals are evaluated by a multi-agency Review Committee, chaired by DEP, that includes representatives from the Corps, Maine Department of Inland Fisheries and Wildlife (MDIFW), Maine Department of Agriculture, Conservation, and Forestry's (MDACF) Maine Natural Areas Program, Maine Department of Transportation, Maine Department of Marine Resources (MDMR), Maine Audubon, U.S. Fish and Wildlife Service (USFWS), and the U.S. Environmental Protection Agency (USEPA). The Review Committee will hold two meetings, one internal and one public, to review proposals. If questions about the projects arise during the review, TNC will reach out to applicants to seek specific answers. Applicants are encouraged to attend the second, public Review Committee meeting, although attendance is not required.

### **Award Process**

Full proposals that are determined to meet or exceed the MNRCP Review Criteria may be recommended for funding by the Review Committee to the Interagency Review Team (IRT, or Approval Committee), which makes final allocation decisions. The IRT, co-chaired by DEP and the Corps, includes representatives from the MDIFW, MDACF, MDMR, USFWS, USEPA, and the National Marine Fisheries Service. Applicants will be notified of allocation decisions by the end of November or early December 2024 (see Appendix C for full timeline). Successful applicants will be required to enter into a Project Agreement with DEP and TNC (and other partners, as appropriate), and to record a Notice of that agreement to the title of the property where the funded project takes place (if applicable). For a sample of these documents, see Appendix G.

### **Award Disbursements**

If a project is awarded funds, funds will be disbursed according to a payment schedule developed for each project. In general, for preservation projects, the bulk of the funds are disbursed at the time of closing and after the applicant has submitted all required due diligence documents (appraisal, purchase and sale agreement, survey, environmental hazard assessment, title commitment, etc.).

MNRCP requires that some funds (typically 5-10% of the total project budget) be withheld until after the long-term management plan for the property has been submitted and approved by MNRCP reviewers. For restoration and enhancement projects, funds are usually disbursed in multiple increments based on project milestones, typically after the project work plan has been approved and after the restoration work has been completed. The details of the award disbursements can be adjusted to meet specific project needs.

## Special Considerations

While MNRCP is designed to review and approve prospective projects through a process similar to other state and federal grant programs, *it remains a compensatory mitigation program that must comply with relevant state and federal regulations*. As such, there are several aspects of this program that should be considered fully before a potential applicant submits a full proposal:

- **Restoration and enhancement projects will be prioritized for funding in 2024** and will likely score and rank higher than preservation-only projects. MNRCP adheres to the mitigation hierarchy utilized by MDEP and the Corps under their regulatory programs, in which mitigation projects are prioritized in the following order: restoration, enhancement, preservation, and creation. While preservation-only projects reduce the threat of future impacts, preservation alone does not replace lost functions and values. Preservation-only projects may still be eligible for MNRCP funding but must preserve aquatic resources that are difficult or impossible to restore or enhance, including known vernal pools, mapped IWWH, or marsh migrations sites.
- **For restoration and enhancement projects, consultation with qualified professionals is strongly recommended.** MNRCP recommends consultation with wetland consultants, engineers, or other qualified restoration practitioners to appropriately scope the feasibility of a project, to accurately estimate projects costs, and to design a successful restoration project. Note that the costs for consultants to assist with restoration site identification, project design, implementation, construction oversight, and long-term monitoring can all be funded by MNRCP if the project is awarded funding.
- **Invasive species management** to protect aquatic resources is eligible for MNRCP funding as part of a project's long-term management and stewardship costs. Projects requesting MNRCP funds for invasive species management as part of long-term management will be required to complete an invasive species control plan as part of their long-term management plan. However, please note that *invasive species management is not considered restoration or enhancement by MNRCP*, and projects proposing no conservation activities other than invasive species management are not likely to receive funding.
- **MNRCP-funded projects must be conserved in perpetuity, if possible.** Applicants awarded funds from MNRCP are required to sign a Project Agreement and are usually required to record a Notice of that agreement with the local land records office where the funded project takes place. For samples of these documents, see Appendix G. Note, for projects in marine or subtidal environments, long-term legal protection may not be possible. These projects are still encouraged to apply, but applicants are encouraged to contact MNRCP prior to submitting a Letter of Intent. Long-term protection arrangements do not necessarily need to be finalized prior to submission
- **Conservation easements can be funded by MNRCP** but must prohibit any activities that would adversely affect the protected natural resources, and must provide third party enforcement rights for MDEP and the right of entry for MDEP and the Corps. The specific

provisions required for inclusion in conservation easements are described in Appendix G. Easements must be held by eligible holders as defined in Maine statute, Title 33 § 476(2). MNRCP is in the process of drafting a conservation easement template that is specifically designed for MNRCP-funded projects. A draft of this template is available upon request.

- **Timber harvesting is not prohibited on parcels funded by MNRCP; however, the inclusion of timber harvesting in a project proposal may affect the scoring and ranking of the proposal.** Federal mitigation policy prohibits MNRCP from generating mitigation credit for areas that may be subject to timber harvest. Therefore, the inclusion of timber harvesting in a proposal will reduce the potential credits that a proposed project may generate. For a project to be approved and funded by MNRCP with portions of the property available for timber harvest, several conditions must be met to provide protection of aquatic resources and their buffers. Refer to the MNRCP Property Use Guidelines document available at <http://mnrcp.org/about> (see “Additional Resources” section at bottom of web page).
- **Active property uses, including habitat management or recreational activities, must not compromise the health or function of the natural resources that MNRCP is charged to protect.** Projects that contemplate active habitat management, recreational activities, or other active property uses must comply with MNRCP requirements for protecting aquatic resources and riparian buffers. Applicants will be asked to describe any proposed activities as part of a full proposal, and indicate where they will occur on a map, so their compatibility can be evaluated as part of the review process. Active management and recreational activities are generally not allowed in aquatic resource areas and associated riparian buffers. Projects proposing less active management, or no active management, will generally be more competitive. Refer to the MNRCP Property Use Guidelines document available at <http://mnrcp.org/about> (see “Additional Resources” section at bottom of web page).
- **MNRCP funds may not be eligible to match some federal funding sources.** Many federal funding programs used for wetland restoration or conservation projects do not allow the use of mitigation funds as match. MNRCP funds are considered to be mitigation funds; therefore, we recommend consultation with other funding sources if you are uncertain about the matching requirements for a particular grant program.
- **MNRCP funds may be combined with funds from the Land for Maine’s Future (LMF) program.** MNRCP and LMF have finalized a Memorandum of Understanding that allows for the combination of the two funding sources for the same project. Please note, however, that these programs have different goals and requirements and not every project will be a good fit for both programs. If you are considering use of both MNRCP and LMF funds on the same project, please reach out to staff at both programs to discuss potential compatibility.
- **Projects involving multiple parcels must submit multiple proposals.** MNRCP does not accept single proposals for multiple parcels under different ownership unless a clear and convincing case can be made for why the different transactions are linked (e.g., one restoration project spanning different parcels, one landowner formally negotiating on behalf of two separate owners, etc.).

Please review the Frequently Asked Questions provided in Appendix E for additional guidelines and considerations for MNRCP projects.

## Review Criteria

The Review Committee and the IRT evaluate Full Proposals using the criteria described below. Please note that the MNRCP review criteria was significantly revised in May 2023, with additional updates in May 2024, to provide a specific scoring advantage to restoration/enhancement projects and to add additional criteria to consider during review, including climate change and habitat resiliency and environmental justice and equity. During review, MNRCP proposals are each given a score out of a potential total of 100 points, based on the point ranges listed for each criterion below. The criteria are designed to give a scoring advantage to restoration and enhancement projects, as these projects more directly address state and federal mitigation goals of “no net loss” of wetland functions and values. However, preservation-only projects are still permitted and there is no minimum score that must be achieved to receive funding.

### 1. Restoration / Enhancement: 0 – 20

Assesses the extent to which the project restores or enhances aquatic resources and addresses state and federal “no net loss” mitigation policies. Projects proposing only preservation would receive zero points in this category. Considerations include:

- The project will restore and/or enhance aquatic functions and values and will return the site to its previous, unimpacted state or provide additional or improved resource functions and values.
- Applicant has demonstrated overall long-term viability or natural sustainability of the restoration or enhancement components. A project that will naturally maintain itself without active intervention is preferred.
- Restoration or enhancement goals are clear, precise, and achievable with corresponding monitoring and adaptive management plans commensurate with the level of restoration or enhancement on-site.
- The methods to achieve the goals are clear and have demonstrated effectiveness. Conceptual plans should exhibit the proposed goals and objectives.
- The project uses a sound technical approach, including intended use of BMP’s and restoration standards (e.g., Stream Smart and CoastWise).
- Restoration area has adequate natural/habitat buffers (e.g., upland migration areas, riparian buffers).
- Long-term protection of the project site is in place or will be in place, if possible. If not possible (e.g., in subtidal areas or in-stream habitat), a mechanism/plan for long-term maintenance is included as part of the project.
- The functional lift provided by the restoration work is greater than the impacts associated with the work.
- For projects that include both restoration/enhancement and preservation, consider the relative costs proposed for both efforts. If a significant portion of the funds are used for the restoration work with significant resource gains, more points may be awarded in this category. If the majority of funds are used for preservation, fewer points should be awarded.

### 2. Existing and Proposed Conditions: 0 – 20

Assesses the specific habitats and resources on the project site and the program requirement that the project site include high quality and high functioning habitat and aquatic resources. Considerations include:

- The site has of a mix of aquatic resources and intact, upland areas.

- The site has natural resources of significant value and/or rarity within the project site boundaries, including:
  - Rare or exemplary natural community types.
  - Habitat that supports, or has the potential to support, RTE species and/or Species of Greatest Conservation Need
  - Significant Wildlife Habitat, such as Tidal or Inland Waterfowl and Wading Bird Habitat, Significant Vernal Pools, Deer Wintering Areas, Shorebird Nesting, Feeding and Staging Areas, or Seabird Nesting Islands.
- The site is relatively free of invasive species or, if present, invasive species are not significantly degrading the functions of the resources on site and a control plan is in place or will be in place.
- The site is relatively free of recent and/or extensive resource or habitat disturbance, or if present, the disturbance is being restored or enhanced as part of the project.
- Historic land use should be considered to determine potential for contamination or other environmental factors.

### **3. Landscape / Seascape Context: 0 – 15**

Assesses the extent to which the proposal meets the core program requirement to consider the location of a potential project relative to statewide focus areas for land conservation, priority aquatic habitat watersheds for stream restoration and conservation, priority habitat preservation areas identified by a state agency, or other regional or municipal conservation areas. Considerations include:

- The site is within or adjacent to habitat areas of statewide conservation significance (e.g., Beginning with Habitat Focus Areas, MDIFW/DMR aquatic habitat priority watersheds) or areas of regional conservation significance.
- The site is within or adjacent to public or private conservation lands to maintain and preserve habitat connectivity.
- The site is proximate to permitted impact sites.
- The project addresses one or more regional conservation objectives as outlined in the MNRCP Compensation Planning Framework.
- Restoration projects on protected land with adequate habitat buffers may still receive points in this category, regardless of proximity to other conservation areas.

### **4. Credit Value: 0 – 10**

Assesses the credits that the project will generate relative to the cost of the overall project. Considerations include:

- The project will generate wetland and/or stream credits commensurate with the funds provided.
- The resources being restored, enhanced, or protected compensate in-kind for those that have been impacted within the biophysical region.
- The site does not include any management activities that will reduce credit generation (e.g., timber harvesting, open field maintenance), or if included, the project will still generate sufficient credits to justify the cost.

### **5. Level of Threat: 0 – 10**

Assesses the extent to which the project site is under threat of adverse impact from development or other activities. Considerations include:

- Preservation-only projects must demonstrate a clear threat to resources which will likely occur if the parcel is not put under conservation protection (e.g., local development pressures, existing or past development plans for the site, in an area of potential mineral extraction, etc.).
- The natural resources on-site are under threat of adverse modification from sea level rise, extreme flooding, or other factors.
- Projects with meaningful restoration and enhancement components should score toward the high end by default since the threat aspect is not a requirement.

## 6. Climate Change and Habitat Resiliency: 0 – 10

Assesses the extent to which the project will be resilient to the effects of climate change and/or help to mitigate the potential impacts of climate change in the future. Considerations include:

- The project site demonstrates resiliency to the expected impacts of climate change, particularly the ability to maintain species diversity and ecological function. Consider the site's landscape diversity, microclimates, local connectedness, and presence of under-represented habitats that support biodiversity.
- The site provides opportunity for salt marsh migration resulting from sea level rise.
- The project area provides habitat, or improves habitat conditions, for species that are particularly vulnerable to climate change.
- For restoration/enhancement projects, proposed activities will increase carbon sequestration and/or storage, increase the ability of the site to capture and filter stormwater, or provide other solutions to reduce the effects of climate change.

## 7. Environmental Justice and Equity: 0 – 5

Assesses the extent to which the project addresses environmental justice and equity. Considerations include:

- The applicant is a member of a socially or economically disadvantaged community or represents an under-resourced community.
- The project site is within or adjacent to land managed by Indigenous tribes in Maine and/or the project will provide access for Indigenous tribes for cultural uses.
- The project site is in close proximity to socially vulnerable or underserved communities, including those that have historically borne disproportionate impacts of commercial and industrial development.
- The project site is identified in screening tools (e.g., Climate and Economic Justice Screening Tool<sup>1</sup>, Neighborhoods at Risk<sup>2</sup>, Social Vulnerability Index<sup>3</sup>, EPA EJScreen<sup>4</sup>) as being located within a disadvantaged community that is subject to environmental, climate, health, or other socioeconomic burdens.
- The project will *benefit* any of the disadvantaged, underserved, or vulnerable communities identified above, regardless of the project's location within these communities (e.g., land protection in the Sebago Lake watershed may not be located in a disadvantaged community but may benefit disadvantaged communities in Portland that utilize drinking water from the lake).

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<sup>1</sup> Climate and Economic Justice Screening Tool. Developed by the U.S. Council on Environmental Quality (CEQ). Available at: <https://screeningtool.geoplatform.gov/>

<sup>2</sup> Neighborhoods at Risk. Developed by Headwaters Economics. Available at: <https://nar.headwaterseconomics.org/>

<sup>3</sup> Social Vulnerability Index. Developed by the U.S. Centers for Disease Control (CDC). Available at: <https://www.atsdr.cdc.gov/placeandhealth/svi/index.html>

<sup>4</sup> Environmental Justice Screening and Mapping Tool. Developed by the U.S. Environmental Protection Agency (EPA). Available at: <https://www.epa.gov/ejscreen>



- The project improves the climate change resiliency of the surrounding community (e.g., reduced flooding, improved emergency vehicle access).

## **8. Readiness and Sponsor Capacity: 0 – 5**

Assesses the extent to which the proposal demonstrates project readiness, capacity of the sponsor to carry out the project, and the likelihood of project success. Considerations include:

- The project has a qualified, capable sponsor willing to manage and/or maintain the project (e.g., land trust, municipality, state/federal agency, tribe, etc.).
- The applicant has the ability and capacity to complete the proposed restoration work plan and/or long-term management plan and provide monitoring, management, and stewardship of the project site.
- The project includes adequate budget to manage the project site long-term.
- For restoration projects, the project team includes qualified members with experience completing similar projects.
- The project includes additional funding or match funding.
- The project has support from the municipality in which it is located.

## **9. Other: 0 – 5**

- The project provides value beyond ecological assets, including scenic/aesthetic, recreation, economic activity, job creation, educational opportunities, or other contributions to “Quality of Place”.

## Appendix A

### Outline for MNRCP Full Proposal

Completely describe the proposed project. Make sure to clearly cover each section below, as appropriate. Use headings as outlined below for ease of review. Text describing each application section should be deleted. *Note that the outline changed in 2023 due to recent updates to the MNRCP Review Criteria.*

#### Executive Summary:

- Project Title:
- Project Sponsor: (*organization, contact name, address, phone, email*)
- Project Location: (*town, county, physical address*)
- Project Summary: (*brief summary of project context, goals, type of conservation, methods*)
- Estimated Project Cost:
  - Total Project Cost:
  - MNRCP Fund Request:
- Type of Conservation (*complete the following table*):

Natural Resource Type		Restored Acres*	Enhanced Acres*	Preserved Acres	Created Acres*	Total Acres
Coastal Wetlands	Coastal wetland, Marine subtidal (M1)					
	Coastal wetland, Marine intertidal (M2)					
	Coastal wetland, Estuarine subtidal (E1)					
	Coastal wetland, Estuarine intertidal (E2)					
Freshwater Wetlands	Freshwater wetland, emergent (PEM)					
	Freshwater wetland, forested (PFO)					
	Freshwater wetland, shrub-scrub (PSS)					
	Lake or pond (L1, L2, PUB, POW)					
	Vernal pools ( <i>list # if acres not known</i> )					
	Vernal pool critical terrestrial habitat					
River, stream or brook ( <i>linear feet</i> )						
Significant Wildlife Habitat [ <i>add rows as needed and specify which habitat(s)</i> ] +						
Upland buffer (non-wetland or non-significant wildlife habitat acres)						
<b>Project Total:</b>						

\* Note that the restoration, enhancement, or creation of upland habitats for deer wintering areas, New England Cottontail, woodcock, or other upland species are not eligible as compensation under MNRCP and may have the potential to adversely impact MNRCP resource priorities.

+ Please indicate the acres of significant wildlife habitat (Inland Waterfowl and Wading Bird Habitat, Tidal Waterfowl and Wading Bird Habitat, and/or Shorebird Feeding & Staging Areas), if any, that occur in the freshwater or coastal wetlands or uplands on the property. Note that these areas may overlap with other natural resource types.

## 1. Restoration / Enhancement

Describe the proposed restoration and/or enhancement that is proposed on the project site. If no restoration or enhancement is proposed, leave this section blank.

- Proposed Restoration/Enhancement. Include a detailed summary of the proposed restoration or enhancement work, including a sketch or concept design plan. Describe the goal(s) of the proposed work and the methods that will be utilized to achieve them. Include photographs, as appropriate, to further describe the proposed work. Note that a complete work plan is not required to be submitted with the proposal, nor are complete design plans required for the proposal. A complete work plan will be required if awarded funds, so please include time in your budget to complete the plan. A work plan template can be found at <https://www.mnrp.org/about> in order to help estimate level of effort to prepare the plan.
- Proposed Functional Lift. Describe the proposed benefits to wetland functions and values (use the following list as a guide) and the “functional lift” the project proposes to provide.

Freshwater & Coastal Wetland Functions and Values	
Education/scientific value	Groundwater recharge/discharge
Floodflow alterations	Shoreline/sediment stabilization
Fish & shellfish habitat	Retention of sediment/toxicants
Nutrient removal/transformation	Uniqueness/Heritage
Production export	Visual quality/aesthetics
Recreation	Wildlife habitat

- Technical Expertise. Describe the partners, consultants, contractors, and/or engineers who will be working on the project and their experience with completing similar projects. Include examples of similar past projects if appropriate.
- Permits. List permits needed (federal, state, and local) and which, if any, have already been secured. Please note that MNRCP restrictions may be more stringent than what is allowed by permit. It is highly recommended that applicants consult with MNRCP representatives prior to seeking permits for their work to assure that the proposed work meets both regulatory permit conditions and MNRCP requirements.
- Performance Standards and Monitoring. Provide examples of the expected performance standards that will be used to measure success of the project along with a general outline of the anticipated monitoring that will be done to document progress toward those standards. Include information on reference areas if known. A five-year monitoring term is typical, with a potentially longer period for resources with slow development rates. If the project is approved for funding, a detailed monitoring plan with performance standards must be submitted for review and approval as part of the overall restoration, enhancement, or creation work plan prior to receipt of funding.

## 2. Existing and Proposed Conditions

- Current Conditions. Describe the current habitat types and conditions on the property. Include an estimate of wetlands and other protected natural resources found on the site based on National Wetlands Inventory (NWI) data, aerial photo interpretation, site visits, or, if available and applicable, a wetland delineation. Describe the current and historic use of the property (e.g., recent timber harvests, any structures, improvements, trails) and the land use activities in the area surrounding the property (e.g., residential, forest management, commercial, agriculture, recreation, etc.). Describe existing buffers on protected resources on the project site, and the degree to which they protect or support identified resource functions and ecological connectivity to other conservation areas or undeveloped large blocks of habitat. Include a map that shows all resources and any existing structures or improvements on the property.
- Rare and High Value Natural Resources. Describe the presence of natural resources with significant value and/or rarity, including rare or exemplary natural communities; habitat that supports, or has the potential to support, Rare, Threatened, or Endangered Species, or Species of Greatest Conservation Need; Significant Wildlife Habitat such as Tidal or Inland Waterfowl and Wading Bird Habitat, Significant Vernal Pools, Deer Wintering Areas, Shorebird Nesting, Feeding and Staging Areas, or Seabird Nesting Islands; or brook trout, Atlantic sea-run salmon or other diadromous fish runs and habitats.
- Invasive Species. Describe the extent of invasive species, if known, and the degree to which they threaten aquatic resources on the project site. Describe measures that will be utilized to manage or control invasive species on the site, if necessary.
- Timber Harvesting. Describe whether any timber harvesting is proposed on the property. Please note that due to federal mitigation policy, MNRCP cannot take mitigation credit for any areas where timber harvesting is proposed to be conducted on the property. Therefore, the inclusion of timber harvesting in a project proposal will affect the scoring and ranking of the project during review. For a project to be approved and funded by MNRCP with portions of the property available for future timber harvest, certain conditions must be met. See the FAQ section (Appendix E) for more details. If timber harvesting is proposed for the property, please include a map showing where the harvesting is proposed.
- Potential Adverse Impacts. Describe any potential adverse impacts to any protected natural resource, such as upstream or downstream aquatic resources, ecologically sensitive areas and wildlife habitat and discuss any potential effect the project may have on any species listed as either federal or state threatened or endangered that may be found in the vicinity of the project. These impacts should be avoided to the greatest degree possible. Confirm that any proposed uses of the property (e.g., recreation) will not compromise the health or function of protected natural resources.
- Riparian Buffer Management. Describe whether the project can meet the designated buffers around all aquatic resources as outlined in MNRCP's Riparian Habitat Management Guidelines (available at: <http://mnrpc.org/about>). As a compensatory mitigation program, MNRCP is striving for extra protection of wetlands and streams beyond the minimum regulatory requirements or agency recommendations. The Riparian Habitat Management

Guidelines should be considered a minimum, and projects that cannot meet these guidelines may not be a good fit for MNRCP. If the project is unable to meet these guidelines, please explain why not and describe the buffers that can be achieved.

- Long-term Protection. Describe the long-term management plan for the project and provide information on who will maintain the property in perpetuity, general easement terms (if applicable), and who will conduct routine monitoring. Describe anticipated long-term stewardship costs and provide a description of the proposed financing mechanism (e.g., endowment, trust, or other method). A long-term management plan will need to be developed for all MNRCP projects that include a fee acquisition or conservation easement component to ensure that the project is sustainable over time. However, this long-term management plan does not need to be submitted with the application. It will be completed after funding is awarded. Stewardship funding needs to be sufficient to ensure effective long-term management of the aquatic resources to be conserved and is expected to be justified by project sponsors and deemed reasonable according to standard land conservation practice.
- Conservation Easements. If the project proposes preservation by conservation easement, please summarize the proposed terms of the easement, list who will hold the easement, and clearly indicate that the landowner understands and accepts the specific easement terms that will be required by MNRCP (see required conservation easement language in Appendix G, General Provision E), including right of entry to the property by MDEP and the Corps. If possible, provide a draft of the easement.

### **3. Landscape / Seascape Context**

- Statewide Focus Areas of Ecological Significance. Describe the proximity and/or benefits to habitat areas of statewide conservation significance (e.g., Beginning with Habitat Focus Area, MDIFW/DMR aquatic habitat priority watersheds) or priority habitat areas identified by a state agency, or other regional or municipal plans. Include area name and government entity.
- Other Conserved Lands. Describe the adjacency / proximity to other public or private protected properties and how this project will enhance overall conservation (e.g., refuges, management areas, preservation, parks, conservation organization properties, mitigation banks, or other protected restoration sites). Include area name and owner.
- Regional Conservation Objectives. Describe whether the project meets one or more regional conservation objectives as outlined in the draft revised MNRCP Compensation Planning Framework (see Appendix F) for the region in which the project is located.

### **4. Credit Value**

- Budget. Provide a detailed budget using the template provided (Appendix B). Provide information on the availability and source of any additional funds necessary to complete the project. Please be clear regarding the specific intended use of MNRCP funds. Attach the

budget as an appendix to the proposal, ideally placed after the text of the application and before other appendices.

- Priority Resources. Describe whether the project addresses one or more of the priority resources identified on the Funds Available report in Appendix D.
- Management Activities. Describe any management activities that may reduce the mitigation credit that the project will generate. For example, areas with active management activities such as timber harvesting or open field maintenance may not be eligible for mitigation credit. Any such areas should be identified on a map.

## 5. Level of Threat

- Level of Threat. Describe the level and type of threats of destruction or adverse modification to the aquatic resources that the site may have experienced and/or could experience if the property is not protected. Sites that are mostly or all wetland are generally not considered under threat as those sites are usually protected by current wetland protection laws.

## 6. Climate Change and Habitat Resiliency

- Climate Change Resiliency. Describe the characteristics of the site that may make it more resilient to the expected impacts of climate change, particularly the ability of the site to maintain species diversity and ecological function. Consider the site's landscape diversity, microclimates, local connectedness, and presence of under-represented habitats that support biodiversity, as well as any mapping that demonstrates climate resiliency.
- Marsh Migration. Describe whether the site has potential to support salt marsh migration resulting from sea level rise. Mapping of potential sea level rise in Maine is available at: [https://www.maine.gov/dacf/mnap/assistance/marsh\\_migration.htm](https://www.maine.gov/dacf/mnap/assistance/marsh_migration.htm). If present on the project site, please include a map with the application.
- Vulnerable Species. Describe whether the site provides habitat, or improves habitat conditions, for species that are particularly vulnerable to the effects of climate change.
- Restoration / Enhancement Projects. Describe whether the proposed restoration and/or enhancement will improve or provide solutions to reduce the effects of climate change (e.g., carbon sequestration/storage, stormwater control/retention, flood reduction, etc.).

## 7. Environmental Justice and Equity

- Applicants. Describe whether the applicant is a member of a socially or economically disadvantaged community or represents an under-resourced community.
- Proximity to Disadvantaged or Vulnerable Communities. Describe whether the project site is within or adjacent to land managed by the Indigenous tribes in Maine, whether it is in close proximity to socially vulnerable or underserved communities, or whether the site is

identified in screening tools (e.g., Climate and Economic Justice Screening Tool, Headwaters Economics Neighborhoods at Risk tool, Social Vulnerability Index) as being located within a disadvantaged community that is subject to environmental, climate, health, or other socioeconomic burdens. EPA's EJScreen can be used to identify specific environmental justice concerns around the project site.

- Benefits to Disadvantaged or Vulnerable Communities. Describe the *benefits* that the project may provide for any of the communities described above that are present near the project site, especially if the project is located within a community identified on one of the above-mentioned screening tools.
- Community Resilience to Climate Change. Describe how the project may improve the climate change resiliency of the surrounding community (e.g., reduced flooding, improved water quality, improved emergency vehicle access, etc.).

## 8. Readiness and Sponsor Capacity

- Sponsor Experience. Describe the project sponsor's experience completing projects of this kind, including implementation of the project and long-term management. Also include an answer to this question: "Is your organization currently the subject of any active federal or state enforcement action related to wetland or waterway fill or alterations?"
- Participating Partners. Describe the level of support and involvement from other relevant agencies, organizations, and local community. Letters of support from the municipality, state or federal agencies, and/or other conservation organizations are allowed and encouraged. Letters of support should be addressed to Dawn Hallowell, Chair of MNRCP Review Committee. Please list any consultants, engineers, or other contractors that are involved with the project and their experience with similar projects
- Landowner Willingness. Provide documentation of landowner willingness to participate in the proposed project, including conveying a conservation easement or fee title to the property, if applicable. Include landowner's name and address.
- Timeline. Outline the proposed project schedule. Include the proposed timing of project deliverables (e.g., restoration plans, monitoring reports, long-term management plans, etc.) that will be completed. Include key tasks and work products that have already been completed and the date of completion (e.g., concept plan, survey, appraisal, environmental assessment, purchase & sale agreement, etc.). You do not need to submit any of these completed documents with your application, with the exception of concept plans associated with restoration or enhancement. Note that appraisals must be completed within one year prior to closing and environmental assessments must be completed within 180 days prior to closing. For fee acquisition or easement projects, please include an estimated closing date.
- Partial Funding. Provide information on the sponsor's capacity to complete the project if only partial funding is awarded, especially if full funding is requested. This is particularly important in years and regions where there is high competition for funds.

## 9. Other

- Describe the potential for this project to benefit other natural resources not covered by MNRCP and to support economic activity, job creation, recreational access, scenic enhancements, educational opportunities, or other contributions to “Quality of Place” in the town or region where the project is located.



## Appendix B

### Format for MNRCP Project Budget

MNRCP Project Budget	Total Project Costs	Proposed use of MNRCP Funds
<b>Acquisition and Associated Costs</b>		
Fair Market Value of fee lands to be purchased [1]		
Fair Market Value of conservation easements to be purchased [1]		
Subtotal of land and/or conservation easement value	\$ -	\$ -
Appraisal costs		
Title, legal and closing costs		
Land survey		
Environmental hazard survey		
Natural resource survey / Baseline documentation		
Project Management		
Subtotal of associated costs	\$ -	\$ -
<b>Total Acquisition and Associated Costs</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Restoration, Enhancement, or Creation Costs</b>		
Personnel (including Project Management)		
Site Identification and Preliminary Design		
MNRCP Work Plan Development		
Permitting (MDEP, US Army Corps, and/or local)		
Contractual (specify contractors/consultants and tasks; add rows if needed)		
Site Work		
Equipment/Supplies		
Other (include specific tasks; add rows if needed)		
Contingency		
Post-construction monitoring [2]		
<b>Total restoration, enhancement, creation costs</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Long-Term Management &amp; Stewardship Costs [3]</b>		
Long-term management planning		
Long-term management/stewardship costs		
Subtotal of long-term management planning and stewardship costs	\$ -	\$ -
Invasive Species Control planning		
Invasive Species Control equipment and supplies		
Invasive Species Control personnel, contractors, other		
Subtotal of Invasive Species Control costs	\$ -	\$ -
<b>Total Long-Term Management, Stewardship, and Invasive Species Costs</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Project Cost:</b>	<b>\$ -</b>	
<b>Total Maine Natural Resource Conservation Program (MNRCP) Request:</b>		<b>\$ -</b>
<b>List of Other Funding Sources and Amounts:</b>		
<b>Bargain Sale/Donation Value [4]</b>		

## **Budget Notes:**

[1] Land Acquisition or Conservation Easement Costs must be based on an appraisal completed by a certified appraiser **within one year of the date of closing** in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) and meeting the requirements of the Uniform Relocation and Real Property Acquisition Policy Act (Public Law 91-646). A copy of the final appraisal must be provided prior to closing.

[2] For restoration, enhancement or creation, a five-year post-construction monitoring term is typical, with a potentially longer period for resources with slow development rates. Preservation projects do not require post-construction monitoring.

[3] Funded projects are expected to protect priority resources “in perpetuity,” which requires an entity with the resources and expertise to ensure long-term management and stewardship. A financing mechanism (e.g., endowment, trust, or long-term financing plan) is required to ensure adequate funding is available over time, though all the funds needed for establishment do not need to be included in MNRCP request. A Management Plan is required for all projects where MNRCP funds are used to protect the property and stewardship funding must be dedicated to the project/parcel being funded.

[4] If a bargain sale is planned and the landowner has donative intent, please include the full fair market value in the Acquisition and Associated Costs section and list the amount of the expected donation here.

## Appendix C

### 2024 MNRCP Proposal & Award Timeline

Stage	Deadline
Request for Letters of Intent released	May 22, 2024
<b>Letter of Intent deadline</b>	<b>June 26, 2024</b>
Letter of Intent review	July 2024
Full Proposals invited	Mid-July, 2024
Project site visits (MNAP)	July-August, 2024
<b>Full Proposal deadline</b>	<b>September 5, 2024</b>
Review Committee evaluates proposals	September-October, 2024
Review Committee meeting ( <i>internal calibration</i> )	<b>October 1, 2024</b>
Review Committee meeting ( <i>public invited</i> )	<b>November 7, 2024</b>
Review Committee finalizes recommendations	Mid November, 2024
Approval Committee meeting ( <i>public invited</i> )	<b>November 20, 2024</b>
Awards announced and grant process begins	<b>Late-November 2024</b>

## Appendix D Funds Available by Biophysical Region

The funds listed below are those currently available in each biophysical region at the time of this notice. Available funds may increase as the funding round progresses. Funds shown in parentheses for each region are estimated amounts that are expected to be available in each region before the award decisions are made. For a current listing of funds available, please visit: <http://mnrcp.org>. Also included are the Priority Resource Type(s) in each region, which are the resources that have been prioritized for restoration, enhancement, and preservation within each region.

<b>MNRCP Region</b>	<b>Amount</b>	<b>Priority Resource Types</b>
Aroostook Hills and Lowlands	\$459,655	Freshwater emergent wetland; Freshwater forested wetland; Freshwater scrub-shrub wetland; Vernal pool critical terrestrial habitat
Central and Eastern Lowlands	\$847,941	Vernal pool; Vernal pool critical terrestrial habitat
Central and Western Mountains	\$1,059,426	Freshwater forested wetland; Freshwater emergent wetland; Freshwater scrub-shrub wetland; Inland waterfowl & wading bird habitat; Vernal pool; Vernal pool critical terrestrial habitat
Central Interior and Midcoast	\$797,389 (~\$600,000)	Vernal pool; Vernal pool critical terrestrial habitat; Freshwater emergent wetland; Coastal wetland Marine subtidal; Coastal wetland Marine intertidal; Coastal wetland Estuarine intertidal
Downeast Maine	\$28,697	Vernal pool critical terrestrial habitat; Coastal wetland Marine intertidal; Coastal wetland Marine subtidal;
Northwest Maine	\$34,451	Freshwater scrub-shrub wetland
Southern Maine	\$339,862 (~\$400,000)	Freshwater emergent wetland; Freshwater unconsolidated bottom wetland; Coastal wetland Marine intertidal; Coastal wetland Marine subtidal; Coastal wetland Estuarine intertidal
<b>TOTAL:</b>	<b>\$3,567,421</b> <b>(~\$1,000,000)</b>	

## **Appendix E**

### **Frequently Asked Questions**

**Q. Does MNRCP require matching funds?**

A. No, matching funds are not required. Applicants can apply for up to 100% of project funding from MNRCP. However, additional funds from applicants and other partners are viewed favorably and may help projects score better in the review process.

**Q. Can MNRCP funds be used as non-federal match?**

A. It depends on the federal program. Some federal funding programs (such as North American Wetlands Conservation Act [NAWCA], Community Forest Program, and National Coastal Wetland Conservation Grants) do not allow the use of mitigation funds as non-federal match. National Fish and Wildlife Foundation (NFWF) also does not allow the use of mitigation funds as match. MNRCP funds are considered mitigation funds and are therefore not allowed to be used as non-federal match for some programs. MNRCP funds may also be considered federal funds, depending on the source of the funds paid into the program. However, MNRCP may be eligible to fund a restoration project on properties previously acquired with funds from these federal programs. We recommend you contact the federal grant program you are considering for more information. We also recommend that you review grant agreements from other programs to make sure there are no provisions that might contradict MNRCP requirements.

**Q. Can MNRCP funds be combined with Land for Maine's Future (LMF) funds?**

A. Yes. MNRCP and LMF recently signed a Memorandum of Understanding that allows for the use of both funding sources for a single project. However, MNRCP and LMF have different program goals and the ability to combine both funding sources will be project specific. Some projects may not be compatible with both funding sources depending on the site details and proposed land uses. If a project sponsor is contemplating requesting funding from both programs, we recommend talking with representatives from each program before the funding rounds begin to identify potential incompatibilities early on.

**Q. Can MNRCP funds be used for culvert replacements or fishways to improve fish passage?**

A. Projects that are solely focused on fish passage (e.g., fish ladders, nature-like fishways, etc.) are generally not supported by MNRCP. While MNRCP has provided funding in the past for a limited number of fish passage projects, the Corps and MDEP have determined that, moving forward, all such projects must restore broader ecological benefits to river and stream systems (beyond passing fish), and provide some measures to ensure the permanence of the work (not necessarily requiring preservation). As a compensatory mitigation program, MNRCP must award funds to projects that result in conservation outcomes for aquatic resources that have been impacted by permitted development activities. Currently, MNRCP is not accepting payments into the program for stream impacts. However, recent legislation will allow for stream impact projects to pay into the program, which may result in more funding being available for more stream focused projects in the future. Culvert replacement projects are generally uncommon but may be funded if the project demonstrates

restoration or enhancement of wetland functions and values beyond just passing fish. Dam removal and culvert removal projects are eligible for funding and are encouraged.

**Q. Can MNRCP funds be used to reimburse the costs of a prior land acquisition?**

A. No, MNRCP funds cannot be used for reimbursement of costs for land that is currently owned by a conservation entity.

**Q. Can MNRCP funding be used to cover stewardship and long-term monitoring costs?**

A. Yes, but the funds need to be restricted to the parcel/project relevant to the MNRCP application and award and must be deemed reasonable by MNRCP reviewers.

**Q. Can costs to obtain state and federal permits for restoration work be included in the budget?**

A. Yes. Federal, state, and/or local permits may be required for certain restoration and enhancement projects and costs to prepare permit applications can be included in the MNRCP project budget. Please note, however, that MNRCP restrictions may be different than what is allowed by permit; therefore, consultation with MNRCP is recommended prior to seeking permits from regulatory agencies.

**Q. Can fees for consultants to prepare project plans/designs be included in the budget?**

A. Yes, however, the design fees must be for a project for which you are currently seeking funding to implement. You cannot apply for MNRCP funding for the design phase of a project only. The design and implementation costs must be included in the same application.

**Q. Can project management costs be included in the budget?**

A. Yes. MNRCP allows the inclusion of reasonable project management costs for both acquisition projects and restoration/enhancement projects. MNRCP does not have a set maximum/minimum or percentage of the total cost that can be included for project management. The Review Committee and IRT will review each budget carefully and determine if the requested project management costs are appropriate for the scope of the project.

**Q. Can I change my budget during the proposal review process and/or after awards are made?**

A. Project budgets can be adjusted between submission of a Letter of Intent and submission of a full proposal. The budget submitted for the Letter of Intent does not need to match the budget in the full proposal. After the full proposal has been submitted, the Review Committee and/or IRT may sometimes suggest a change in budget depending on their review of the proposed project. These budget changes would happen at the request of the Review Committee or the IRT only. After awards are made, the total amount awarded cannot be changed. The allocation of the budget to different tasks may change after the award, but this would be subject to approval by DEP and the Corps.

**Q. Are complete design/engineering plans required for the proposal phase for restoration projects?**

A. No, but proposals should include at least a conceptual or preliminary plan to describe the proposed work.

**Q. Can MNRCP provide a list of qualified consultants for wetland restoration work?**

A. MNRCP cannot specifically recommend a consultant or contractor. You can find a Directory of Environmental Consultants on the Maine Association of Wetland Scientists website ([www.mainewetlands.org](http://www.mainewetlands.org)). A link to the directory is provided in the “Quick Links” section of the home page. A list of consultants is also available on the Maine Land Trust Network website (<https://www.mltn.org/resources/consultants/>).

**Q. How much wetland and/or upland is required on a preservation-only project? All wetland? All upland? A combination?**

A. There is no set rule, but successful projects generally protect both wetlands and an upland buffer. Projects that protect areas under demonstrable threat (i.e., accessible from roads, within potential development areas, under threat from some activity other than development, etc.) will score higher. A parcel that is almost all wetland may not be scored as well by MNRCP reviewers since wetlands have a level of protection under state and federal law and the threat of direct impact to them is less. Additionally, upland buffers are important to maintain the integrity of aquatic resources by providing protection from secondary and indirect impacts and are considered an important part of preserving these resources. Conversely, a parcel that is almost all upland may not score well either. MNRCP is ultimately a wetland mitigation program and funds for the program are intended to restore, enhance, and preserve wetland resources and their buffers. Projects that are predominantly upland will not be viewed as favorably as those with a mix of wetlands and uplands.

**Q. Is timber harvesting allowed on parcels protected with MNRCP funds?**

A. Timber harvesting may be allowed in uplands on parcels acquired with MNRCP funds; however, due to federal mitigation policy, MNRCP cannot take mitigation credit for any areas where timber harvesting is proposed to be conducted on the property. Therefore, the inclusion of timber harvesting in a project proposal will affect the scoring and ranking of the project during review. For a project to be approved and funded by MNRCP with portions of the property available for future timber harvest, the following conditions are required.

- Timber harvesting must not occur in the following locations: in forested wetlands or mapped Inland Waterfowl and Wading Bird Habitat; within at least 100’ of any mapped wetland, stream, open water body; or within at least 250’ of mapped vernal pools.
- Outside of the no-cut areas described above, timber harvesting within larger riparian buffers should conform to the MNRCP Riparian Habitat Management Guidelines available at <http://mnrcp.org/about> (see “Additional Resources” section at bottom of web page).
- Timber harvesting may only occur within areas of upland forest that are accessible from existing roads that do not impact protected natural resources.
- Timber harvesting may not occur within rare or exemplary natural communities and ecosystems or within rare plant populations or their specified buffers as identified by the Maine Natural Areas Program (MNAP). Buffer sizes may be determined in consultation with MNAP.
- The project site must contain both wetland resources and no-cut upland areas sufficient to generate mitigation credits. The ratio of mitigation credits generated per unit of MNRCP cost

is considered by MNRCP reviewers and a higher credit per cost ratio generally leads to a higher project score.

- Timber harvesting in approved upland areas will be performed with the overall goals of sustainable harvesting, mimicking natural disturbance patterns, and enhancing fish and wildlife habitat and climate resiliency. A forest management plan is required and will be reviewed by MNRCP reviewers.

MNRCP reviewers will review each project individually to determine if timber harvesting is appropriate based on the existing site conditions. Even if a project meets the conditions outlined above, MNRCP reviewers may still determine that timber harvesting is not suitable on a particular parcel and may prohibit it as a condition of the MNRCP award.

Note that specific management activities to address invasive species, pest/disease outbreak, or safety concerns are not considered “timber harvesting” for the purposes of MNRCP and are generally allowed, provided they are reviewed and approved in the project’s long-term management plan.

**Q. Is public access/recreation allowed on parcels obtained with MNRCP funds?**

A. Yes, access for low-impact recreational uses such as hiking, hunting, and fishing is allowed (but not required), as long as the recreational uses, trails and any other infrastructure do not negatively impact natural resources or significantly disturb associated upland buffers being protected with MNRCP funds. Overnight camping and fires, however, are generally not allowed.

**Q. Is vehicle access allowed on MNRCP parcels?**

A. Vehicle access for maintenance or stewardship purposes is generally allowed on existing roads if they do not impact protected natural resources. The construction of new roads is strongly discouraged but may be considered on a case-by-case basis if they do not impact resources and buffers. Removal of roads through wetlands and removal of stream and wetland crossing structures is encouraged and could potentially be funded by MNRCP.

**Q. Are appraisals, surveys, environmental assessments, and other due diligence required to be completed prior to submitting an MNRCP application?**

A. No, a complete appraisal, survey, purchase and sale agreement, or environmental assessment is not required to be completed for the application process. However, if these items are complete and included in the application, it may increase the “Readiness and Sponsor Capacity” score for the project. If funds are awarded for a preservation project, appraisals must be completed within one year of closing. Environmental assessments must be completed within 180 days of closing. A formal land survey is required, but older surveys may be permitted if they have been confirmed recently by a licensed surveyor.



**Appendix F**  
**MNRCP Compensation Planning Framework**  
**Regional Conservation Objectives (*DRAFT – July 2023*)**

**Aroostook Hills and Lowlands**

- Restore degraded wetlands that are adjacent to high quality wetlands and/or include intact upland buffers. Pursue opportunities to restore marginal or non-productive agricultural land to priority resource types.
- Restore habitat connectivity in rivers and streams through dam, culvert, and barrier removal, as well as culvert upgrades. Support efforts that improve in-stream habitat for fish species. Restore and preserve riparian habitats.
- Support preservation projects to ensure that the region’s extensive aquatic resources remain intact and functional into the future. Protect intact natural areas within moderately calcareous, low elevation geological settings, in particular forested wetland natural communities such as floodplain forests, seeps, and cedar swamps and their surrounding matrix forest uplands.
- Due to lack of land trust activity in this region, expand outreach in this region to cultivate applications from entities that have not traditionally received awards (e.g., tribes, state agencies, soil and water conservation districts).

**Central and Eastern Lowlands**

- Restore degraded wetlands that are adjacent to high quality wetlands and/or include intact upland buffers.
- Restore full aquatic connectivity to river systems in the Penobscot River and St. Croix River watersheds, as well as other high quality river systems, through dam removals, culvert removals/upgrades, and other stream restoration projects. Support efforts to restore and preserve riparian habitats.
- Support preservation projects to ensure that the region’s extensive aquatic resources remain intact and functional into the future. Protect intact natural areas within moderately calcareous, low elevation geological settings, in particular forested wetland natural communities such as floodplain forests, seeps, and cedar swamps and their surrounding matrix forest uplands. High quality (exemplary) Spruce-Fir-Cinnamon Fern Forest has also been identified as a conservation target.

**Central and Western Mountains**

- Restore degraded wetlands that are adjacent to high quality wetlands and/or include intact upland buffers.
- Restore full aquatic connectivity to river systems through dam removals, culvert removals/upgrades, and other stream restoration projects, particularly in the Kennebec River and Penobscot River watersheds. Support efforts to restore and preserve riparian habitats.

- Support preservation projects to ensure that aquatic resources remain intact and functional into the future. Protect areas that include high quality examples of low elevation forest types such as Hemlock Forest, White Pine Mixed Conifer Forest, and White Pine Mixed Hardwood Forest Ecosystem.

### **Central Interior and Midcoast**

- Restore degraded wetlands that are adjacent to high quality wetlands and/or include intact upland buffers. Actively pursue opportunities to restore marginal or non-productive agricultural land.
- Actively pursue opportunities to restore or enhance coastal wetland resources, with a particular focus on making these resources and the surrounding communities more resilient to sea level rise.
- Encourage river and stream restoration projects that improve aquatic connectivity and/or that reduce inland flood risk, particularly in the Kennebec River and Penobscot River watersheds.
- Encourage novel approaches for marine and nearshore habitat restoration, particularly in areas where it is not possible to secure permanent legal protection for underlying land (e.g., eelgrass restoration, marine debris removal, softshell clam restoration, etc.).
- Support preservation projects that permanently protect salt marshes and, if possible, provide opportunities for salt marsh migration due to expected sea level rise and include buffering natural lands for marsh migration zones.
- Encourage restoration and preservation projects in socially vulnerable or underserved communities, including those that have historically borne disproportionate impacts of commercial and industrial development.
- Support preservation projects to ensure that the region's extensive aquatic resources remain intact and functional into the future. Preservation is especially appropriate to compensate for vernal pool and vernal pool critical terrestrial habitat impacts as these resources are particularly difficult to restore or create due to their highly specific hydrology requirements.
- Support preservation projects that include high quality examples of underrepresented forest types such as floodplain forests and the matrix forest type that buffers most wetlands in the region, Red Oak-Northern Hardwoods – White Pine Forest.

### **Downeast Maine**

- Restore degraded wetlands that are adjacent to high quality wetlands and/or include intact upland buffers.
- Actively pursue opportunities to restore or enhance coastal wetland resources, with a particular focus on making these resources and the surrounding communities more resilient to sea level rise.
- Support preservation projects that provide opportunities for salt marsh migration due to expected sea level rise and include buffering natural lands for marsh migration zones.
- Restore full aquatic connectivity to high-quality river systems, particularly in the St. Croix and

Machias River watersheds, through dam removals, culvert removals/upgrades, and other stream restoration projects.

- Encourage novel approaches for marine and nearshore habitat restoration, particularly in areas where it is not possible to secure permanent legal protection for underlying land (e.g., eelgrass restoration, marine debris removal, softshell clam restoration, etc.).
- Encourage restoration and preservation projects in socially vulnerable or underserved communities, including that have historically borne disproportionate impacts of commercial and industrial development.
- Support preservation projects to ensure that the region's extensive aquatic resources remain intact and functional into the future. Preservation is especially appropriate to compensate for vernal pool and vernal pool critical terrestrial habitat impacts as these resources are particularly difficult to restore or create due to their highly specific hydrology requirements.
- Support preservation projects that include high quality examples of a matrix forest type that buffers most wetlands in the region, Beech Birch Maple Forest.

### **Northwest Maine**

- Restore degraded wetlands that are adjacent to high quality wetlands and/or include intact upland buffers.
- Encourage river and stream restoration projects that improve aquatic connectivity, particularly in the St. John and Allagash River watersheds.
- Support preservation projects to ensure that the region's largely intact aquatic resources remain intact and functional into the future.
- Protect low elevation forested community types in ecological reserves or similarly managed lands, including matrix forest and wetland types such as Northern White Cedar Swamp.

### **Southern Maine**

- Restore degraded wetlands that are adjacent to high quality wetlands and/or include intact upland buffers.
- Actively pursue opportunities to restore or enhance coastal wetland resources, with a particular focus on making these resources and the surrounding communities more resilient to sea level rise.
- Support preservation projects that provide opportunities for salt marsh migration due to expected sea level rise and include buffering natural lands for marsh migration zones.
- Restore full aquatic connectivity to river systems through dam removals, culvert removals/upgrades, and other stream restoration projects.
- Encourage novel approaches for marine and nearshore habitat restoration, particularly in areas where it is not possible to secure permanent legal protection for underlying land (e.g., eelgrass restoration, marine debris removal, softshell clam restoration, etc.).
- Encourage restoration and preservation projects in socially vulnerable or underserved communities, including that have historically borne disproportionate impacts of commercial

and industrial development.

- Support preservation projects in large, undeveloped habitat blocks, as these areas are limited in this region.
- Support preservation projects to ensure that the region's extensive aquatic resources remain intact and functional into the future. Preservation is especially appropriate to compensate for vernal pool and vernal pool critical terrestrial habitat impacts as these resources are particularly difficult to restore or create due to their highly specific hydrology requirements.
- Support preservation projects that include high quality examples of the matrix forest type that buffers most wetlands in the region, Red Oak-Northern Hardwoods – White Pine Forest, as well as some less common types including Oak Pine Forest and White Pine Mixed Conifer Forest.

## Appendix G

### Sample MNRCP Project Agreement

*Example for a Maine-based non-profit completing a project that includes fee acquisition of a property and subsequent restoration work.*

**Regulatory Entities:** Maine Department of Environmental Protection (DEP) and U.S. Army Corps of Engineers, New England District (Corps).

**Fund Administrator:** The Nature Conservancy, a District of Columbia nonprofit corporation with a local office in Brunswick, Maine (TNC).

**Cooperating Entity:** \_\_\_\_\_, a non-profit corporation organized and existing under the laws of the State of Maine (Cooperating Entity).

**Project Name and Location:** \_\_\_\_\_ in the Town of \_\_\_\_\_, \_\_\_\_\_ County, Maine (Project).

**Premises Covered by this Agreement:** Certain property located at \_\_\_\_\_ in the Town of \_\_\_\_\_, Maine, containing \_\_\_\_\_ acres, more or less, and shown on the map attached as Exhibit B (Premises).

**Description of Project:** *[Description of project and the important attributes that contribute to its conservation significance, including: size, amount of wetlands and streams, rare species present, Significant Wildlife Habitat, restoration/enhancement work to be performed, adjacent conservation land, etc.]*

**Project Cost:**

Maine Natural Resource Conservation Program (MNRCP) Contribution: \$ \_\_\_\_\_

Other Project Cost: \$ \_\_\_\_\_

Total Project Cost: \$ \_\_\_\_\_

**Management and Use of Premises:** No later than \_\_\_\_\_, the Cooperating Entity shall submit to TNC, for review and approval by TNC, DEP, and the Corps, a long-term Management Plan for the Premises that includes a detailed description of long-term management needs, the annual cost estimates to address them, and a funding mechanism to meet those needs. The approved long-term Management Plan, as it may be amended from time to time by Agreement of the Cooperating Entity, TNC, DEP, and the Corps, shall be kept on file in the offices of TNC. All use of the Premises shall be in accordance with the long-term Management Plan. Without limiting the generality of the foregoing, the Cooperating Entity agrees that no timber harvesting shall be conducted on the Premises except for maintenance activities specifically approved in the Management Plan to address invasive species, safety concerns, trail maintenance, pest/disease outbreak, etc. The Cooperating Entity further agrees that *[proposed active property uses]* shall be conducted in such a manner as to avoid and/or minimize any disturbance to wetland habitat and buffers or habitat for sensitive species.

**Work Plan (for projects with restoration or enhancement activities):** No later than \_\_\_\_\_, the Cooperating Entity shall submit to TNC, for review and approval by TNC, DEP and the Corps, a detailed restoration/enhancement Work Plan, which includes performance standards and a monitoring plan, following guidelines to be provided by TNC (based on the Corps' Mitigation Standard Operating Procedures document). Upon such approval, the Cooperating Entity shall fully implement such plan.

Any material changes to the approved Work Plan during construction that affect the outcome of the Project shall be reviewed and approved by TNC, DEP, and the Corps prior to implementing any of the changes.

**Term of Post Construction Monitoring Obligations (for projects with restoration or enhancement activities):** The term of the Cooperating Entity's monitoring obligations, as more particularly described in General Provisions Section I, shall commence on the effective date of this Agreement and terminate, upon approval from DEP and the Corps, following the completion of all restoration or enhancement activities and five years of post-construction monitoring as set forth in the Work Plan, described below (the "Monitoring Term").

**Expiration of Funding Commitment:** TNC's obligation to pay the MNRCP Contribution to the Cooperating Entity shall expire, at TNC's option, on \_\_\_\_\_.

**Payment:** TNC shall pay the MNRCP Contribution as follows:

- a. \$ \_\_\_\_\_ will be paid to the Cooperating Entity following TNC's receipt and approval of the documents listed in General Provisions Section D and closing on the acquisition of the Premises and
- b. \$ \_\_\_\_\_ will be paid to the Cooperating Entity following completion of the restoration work [for restoration projects] and following TNC, DEP, and the Corps' receipt and approval of the Work Completion Report and/or Management Plan.

Any additional project costs above the MNRCP award are the sole responsibility of the Cooperating Entity.

TNC, DEP, and the Cooperating Entity, mutually agree to perform this Agreement in accordance with Title 38, Maine Revised Statutes, Section 480-Z, as amended, and with the terms, conditions, plans, and specifications of the Project, incorporated herein by reference.

Subject to the availability of funds for this purpose, TNC hereby agrees, in consideration of the agreements made by the Cooperating Entity herein, to pay to the Cooperating Entity the MNRCP Contribution amount set forth above. The Cooperating Entity hereby agrees, in consideration of the agreements made by TNC herein, to implement the Project in accordance with this Agreement.

**Exhibits:** The following exhibits are hereby incorporated into this Agreement:

- Exhibit A General Provisions
- Exhibit B Project Boundary Map
- Exhibit C Form of Notice of Project Agreement

In witness whereof, the parties hereto have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024 by their duly authorized representatives.

**THE NATURE CONSERVANCY**

**COOPERATING ENTITY**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF MAINE  
Department of Environmental Protection**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Commissioner

**Sample MNRCP Project Agreement**  
**EXHIBIT A**  
**GENERAL PROVISIONS**

The Cooperating Entity specifically recognizes that the Project creates an obligation to acquire, restore, use, and/or maintain the Premises consistent with Title 38 M.R.S. Section 480-Z, and the following requirements:

**A. AUTHORITY:** The Cooperating Entity warrants and represents that: it possesses the legal authority to apply for the MNRCP Contribution and to otherwise carry out the Project in accordance with the terms of this Agreement; and that a resolution or similar action has been duly adopted by the governing body of the Cooperating Entity authorizing the filing of the application and implementation of the Project, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the Cooperating Entity to act in connection with the application and to provide such additional information as may be required by TNC or the DEP and to enter into this Agreement. If the Cooperating Entity is a non-governmental organization, it shall provide TNC with a current certificate of good standing and a copy of its bylaws and articles of incorporation. In addition, the Cooperating Entity shall notify TNC immediately of any change in its corporate or tax status or operations, or if any official judicial, legislative, or administrative proceeding is instituted against the Cooperating Entity that may affect the commitments and obligations agreed herein.

**B. COMPLIANCE WITH LAWS:** The Cooperating Entity represents, warrants, and agrees that it; (a) has or will obtain at Cooperating Entity's expense (except to the extent otherwise explicitly stated in this Agreement) any permits, licenses, or authorizations, including without limitation, a property owner's prior permission before entering upon any private property, that are required under this Agreement, and; (b) will comply with all statutes, laws, ordinances, executive orders, rules, regulations, court orders, and other governmental requirements for the State of Maine (collectively, "Applicable Laws"). Cooperating Entity must not take any actions that might cause TNC, DEP, or the Corps to be in violation of any Applicable Laws.

**C. USE OF FUNDS:** The Cooperating Entity shall use moneys received under this Agreement only for the purposes of accomplishing the Project.

**D. CLOSING PROCEDURES FOR PROJECT FUNDING AND ACQUISITION:** No funds shall be disbursed under this Agreement prior to TNC receipt and approval of photocopies of the following:

1. The fully executed purchase and sale agreement for the Premises or conservation easement therein;
2. Current appraisal (completed within one year of closing) of the Premises or conservation easement that supports the purchase price;
3. Current environmental assessment of the Premises (completed within 180 days of closing), evidencing no environmental factors which negatively affect the conservation or fair market value of the Premises;
4. Property survey with geographic coordinates showing that a) the boundaries of the Premises are not in dispute, and b) there are no encroachments that would interfere with the use of the Premises for their intended purposes under this Agreement;



5. Current title insurance commitment;
6. For fee acquisition, the final deed draft; and for conservation easements, the final easement draft, together with a copy of the current owner's deed;
7. Executed Notice of Project Agreement, in the form attached hereto as Exhibit C;
8. An original counterpart of an escrow letter provided by TNC for receipt and disbursement of funds at closing, which has been countersigned by the Cooperating Entity's approved closing agent;
9. Draft settlement statement indicating proposed disbursement of funds.

Closing funds shall be delivered to an escrow agent approved by TNC prior to Closing to be disbursed in accordance with the settlement statement upon recording of the deed or conservation easement.

In addition, within 45 days following the recording of documents, the Cooperating Entity shall provide TNC and DEP with the original recorded Notice of Project Agreement, as well as copies of the recorded deed [or conservation easement], the signed settlement statement, and the owner's title insurance policy.

**E. REQUIRED CONSERVATION EASEMENT LANGUAGE:** If the Project includes a conservation easement, such easement shall contain substantially the following provision:

“The Grantors hereby grant to the State of Maine, Department of Environmental Protection (“DEP”) the same inspection and enforcement rights as are granted to the Holder under this conservation easement. However, the Holder acknowledges that the Holder shall be primarily responsible for the enforcement of this easement, and understands that DEP does not, by this provision, take on any obligation to enforce this easement. The Holder agrees that, if DEP shall determine that the Holder is failing in such enforcement, DEP may, in its discretion, give notice of such failure to the Holder and the Grantors, and if such failure to enforce is not corrected by the Holder within 30 days thereafter, DEP may exercise, in its own name and for its own account, all the rights of enforcement granted to the Holder under this Easement.”

**F. USE AND MAINTENANCE OF PREMISES:** The Cooperating Entity agrees that the Premises shall be forever used, operated and maintained in its current undeveloped and open space condition, for the long-term protection of wetlands, conservation of wildlife and other natural resources, in accordance with all applicable laws, including without limitation Title 38 M.R.S. § 480-Z, and in accordance with the Management Plan for the Premises.

**G. RETENTION AND CUSTODIAL REQUIREMENTS FOR RECORDS:** The Cooperating Entity agrees to maintain records, documents and other evidence pertaining to all costs and expenses incurred in sufficient detail to reflect all costs and expenses for which payment or reimbursement is claimed. These records shall be maintained for a period of three years after the end of the Monitoring Term, or if there is no Monitoring Term, for a period of three years after closing on the purchase of the Premises. The records of the Cooperating Entity pertaining to the Project shall at all times within such three year period be available for inspection, review and audit by DEP and TNC. Any expenditure of the MNRCP Contribution by the Cooperating Entity that TNC determines, in its sole reasonable discretion, are not permitted hereunder shall be promptly repaid by the Cooperating Entity (or deducted from any subsequent payments hereunder by TNC).

**H. PROCUREMENT:** The Cooperating Entity shall follow its own policies with regard to documentation of procurements and maintain documentation of such policies. If the Cooperating Entity does not have written procurement policies, it shall retain documentation for procurements (over US \$5,000 outside the U.S. or over \$10,000 in the U.S.). Such documentation shall include sole source justification, if appropriate, or documentation of a competitive process or comparison shopping.

**I. REPORTING AND ANNUAL MONITORING REQUIREMENTS:**

1. For fee acquisition, no reports by the Cooperating Entity are required, other than the forwarding of a complete copy of the closing package within 45 days of closing.
2. For conservation easement projects, the Cooperating Entity shall submit a report detailing the status of the Premises, on or before one year from the date of the recording of the conservation easement.
3. For projects that require a Monitoring Term, the Cooperating Entity shall report to TNC, the DEP and the Corps on the status of the Project, and on the condition of the Premises, following guidance provided by TNC. The Cooperating Entity shall send the report annually, not later than December 1<sup>st</sup> of each year, to: (a) the ILF Administrator, Bureau of Land Resources (DEP), at State House Station 17 Augusta, Maine 04333; (b) the Policy Technical Support Branch, Regulatory Division, New England District Corps of Engineers, 696 Virginia Road, Concord, MA 01742-2751; and (c) The MNRCP Manager, The Nature Conservancy, 14 Maine Street, Brunswick, ME 04011.

**J. ASSIGNMENT:** This Agreement may not be assigned by the Cooperating Entity in whole or in part without the prior written consent of TNC and the DEP.

**K. LOBBYING AND POLITICAL CAMPAIGNING:** The Cooperating Entity shall not use any portion of funds transferred under this Agreement to engage in any lobbying activities. The Cooperating Entity shall not use any portion of funds transferred under this Agreement to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to cause any private inurement or improper private benefit to occur, or to take any other action inconsistent with Section 501(c)(3) of the US Internal Revenue Code.

**L. RIGHT OF ENTRY:** The DEP, the Corps, and TNC, their employees, agents and representatives, shall each have the right to enter the Premises to assure compliance with the terms of this Agreement, any conservation easement purchased pursuant to this Agreement and any applicable laws.

**M. PRIOR NOTICE AND APPROVAL REQUIRED PRIOR TO TRANSFER OF PREMISES:** Prior to any encumbrance, assignment, disposition or transfer, in whole or in part, of the Premises or any interest therein, or, if the interest being acquired is a conservation easement, any amendment or termination thereof, the Cooperating Entity shall provide at least sixty (60) days prior written notice of the same to the DEP and to the Corps, and shall obtain their written consent to such encumbrance, assignment, disposition, transfer, amendment or termination, as the case may be. Any amendment or termination of a conservation easement is not valid unless it complies with the applicable provisions of 33 M.R.S. §§476 to 479-C. Notice under this Section shall be in addition to any legal requirements imposed upon the Cooperating Entity under state or federal law.

**N. NOTICE OF PROJECT AGREEMENT:** Prior to payment of any funds hereunder, the Cooperating Entity shall submit to TNC, for its approval, a draft Notice of Project Agreement, substantially in the form attached hereto, and shall record the final notice with the local land records office immediately following the recording of the deed conveying the Premises to the Cooperating Entity [or recording of the conservation easement].

**O. CONDEMNATION:** In the event of condemnation of any or all of the Premises, the DEP, by and through its Maine Natural Resource Conservation Program or another fund designated by the DEP and TNC, shall receive a share of the proceeds of such condemnation received by the Cooperating Entity, based on the MNRCP proportion of the total cost of the Project, namely \_\_\_\_\_ percent (\_\_\_\_%).

**P. ENFORCEMENT ALTERNATIVES:** In the event that the Cooperating Entity does not meet one or more of its obligations under this Agreement, or in the event of dissolution of the Cooperating Entity, the DEP may exercise, in its sole discretion, any of the following remedies following written notice and thirty (30) days opportunity for the Cooperating Entity to cure the default: (a) the right to require specific performance on the part of the Cooperating Entity; and (b) any other rights or remedies available at law or in equity including, but not limited to, the right to require that the Cooperating Entity transfer title to the Premises to the DEP or a successor designated by the DEP under such terms and conditions as the court may require. In the event that the DEP exercises any of the rights available to it upon default of the Cooperating Entity, the Cooperating Entity shall reimburse the DEP for its costs of enforcement and collection, including reasonable attorney's fees.

**Q. MEDIA ANNOUNCEMENTS:** The DEP, TNC and the Cooperating Entity shall have the opportunity to review and comment on proposed media announcements concerning the Project prepared by any party to this Agreement. Any signage or advertisement of the Project shall reference the contribution of the Maine Natural Resource Conservation Program and shall be subject to review and comment by DEP, the Corps, and TNC.

**R. INDEMNITY:** The Cooperating Entity shall defend, indemnify, and hold harmless TNC and DEP against any and all claims for loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of the Cooperating Entity's employees or agents in connection with this Agreement or the Premises. No legal partnership or agency relationship is established by this Agreement. No party is authorized or empowered to act as an agent, employee or representative of the others.

**S. TERMINATION:** TNC shall have the right to terminate this Agreement for any reason upon 30 days prior written notice to the Cooperating Entity, DEP and the Corps, in which event payment for work satisfactorily completed by the Cooperating Entity will be adjusted accordingly. Without limiting the generality of the foregoing, the Cooperating Entity understands that TNC may terminate this Agreement in the event that the Cooperating Entity is not making sufficient progress towards the completion of the Project, including, without limitation, entering into a binding purchase and sale agreement to purchase the Premises or raising sufficient funding to pay the Other Project Costs. In addition, it is understood that TNC shall have no obligation to provide funding under this Agreement beyond the Expiration Date.

**T. CONFLICTS OF INTEREST:** Prior to the commencement of any work under this Agreement, the Cooperating Entity shall have executed and delivered to TNC a Conflict Inquiry Form regarding

potential conflicts of interest, in a form provided to the Cooperating Entity by TNC. If any material misrepresentation in the Conflict Inquiry Form is discovered during the term hereof, TNC may elect to declare this Agreement null and void and any payments hereunder not yet expended shall be promptly returned to TNC.

**U. SUCCESSORS AND ASSIGNS:** Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. In the event that the DEP ceases to exist, the rights and responsibilities of that party shall automatically be vested in any successor agency designated by the Legislature. Failing legislative designation, the successor agency shall be as determined by the Governor. In the event that TNC ceases to exist, the rights and responsibilities of that party shall vest in an entity designated by the DEP.

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

**W. COUNTERTERRORISM, ANTI-MONEY LAUNDERING AND ECONOMIC SANCTION**

**LAWS:** Cooperating Entity certifies that, to the best of its knowledge, Cooperating Entity and its subsidiaries, principals and beneficial owners, if any:

1. are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any government agency;
2. (i) are not included on the Specially Designated Nationals and Blocked Persons lists maintained by the U.S. Treasury's Office of Foreign Assets Control, the United Nations Security Council Consolidated List, or similar lists of proscribed entities identified as associated with terrorism, and (ii) will not engage in transactions with, or provide resources or support to, any such individuals or organizations or anyone else associated with terrorism;
3. are not a person or entity with whom transacting is prohibited by any trade embargo, economic sanction, or other prohibition of law or regulation; and
4. have not conducted, and will not conduct, their operations in violation of applicable Money Laundering Laws, including but not limited to, the U.S. Bank Secrecy Act and the money laundering statutes of any and all jurisdictions to which the Seller or any Seller subsidiary, principal or beneficial owner is subject, and no action or inquiry concerning money laundering by or before any authority involving the Seller or any Seller subsidiary, principal or beneficial owner is pending.

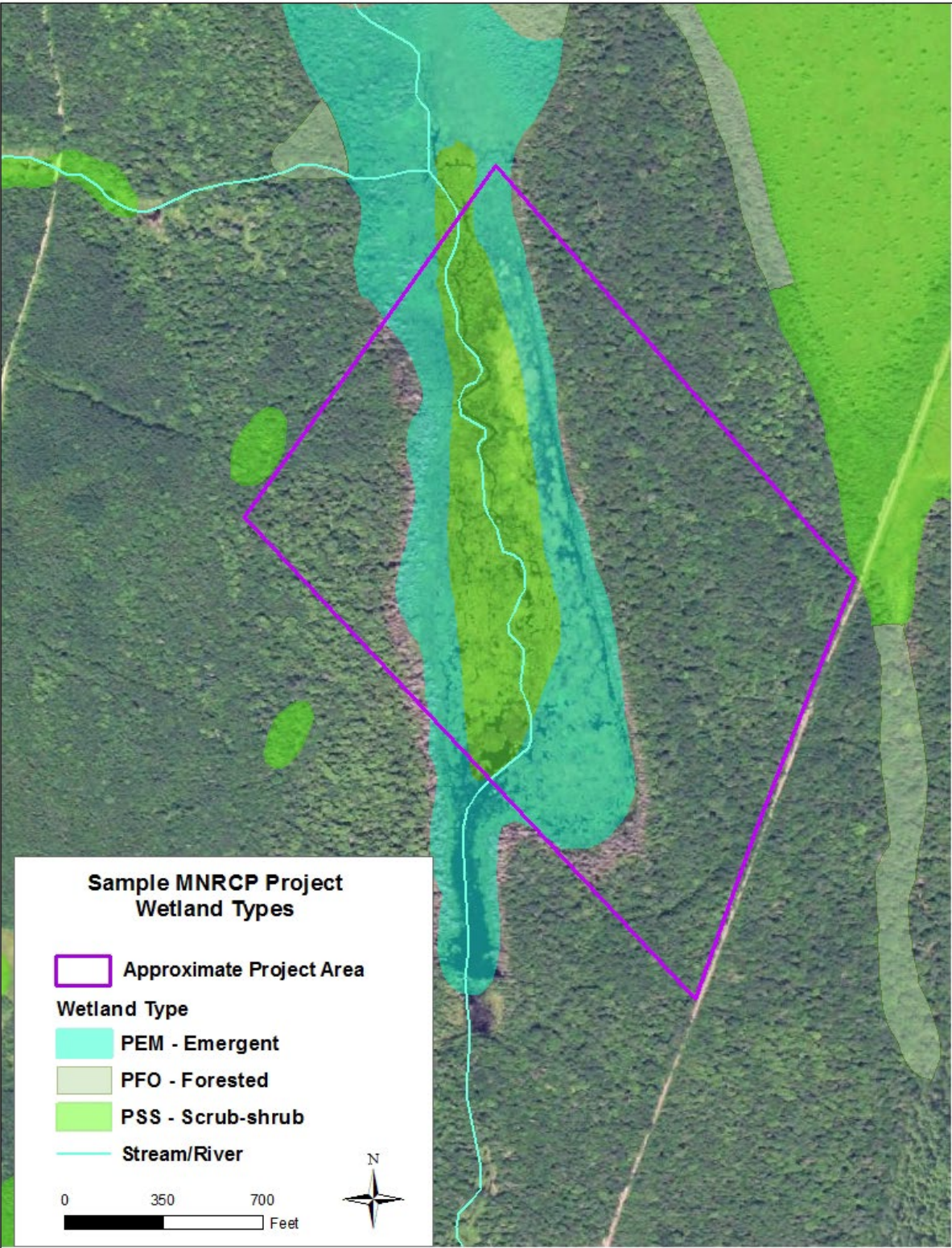
Should Cooperating Entity become aware that it or any of its subsidiary, principal or beneficial owner is subject to any of the above conditions during the term of this Agreement, Cooperating Entity must notify TNC, DEP, and the Corps immediately. If TNC or DEP determine, in their sole discretion, that Cooperating Entity or any such subsidiary, principal or beneficial owner is subject to any of the above conditions, payment under this Agreement shall not be made. The terms of this Section must be included in all permitted assignments of the Agreement.

**X. NON-PARTICIPATION IN TAX-AVOIDANCE TRANSACTIONS:** The Cooperating Entity warrants that it shall not use the funds to acquire the Premises in a transaction that constitutes a "listed transaction" under IRS Notice 2017-10 or that violates Land Trust Alliance (LTA) Practice 10C4. If the Cooperating Entity will acquire the Premises from an entity that intends to take an income tax charitable deduction related to the conveyance, the Cooperating Entity shall promptly notify TNC and shall provide TNC with evidence of compliance with this paragraph at least ten (10) business days

prior to closing. If TNC determines, in its reasonable discretion, that the transaction constitutes a “listed transaction” or violates LTA Practice 10C4, TNC shall not be obligated to deliver funds to the Cooperating Entity. This paragraph applies to the Cooperating Entity, regardless of whether it is accredited by the Land Trust Accreditation Commission (LTAC).

**Y. SEVERABILITY:** If any provision of this Agreement is held legally invalid, the other provisions will not be affected by that invalidity.

*Sample MNRCP Project Agreement*  
**EXHIBIT B**  
**PROJECT MAP**





*Sample MNRCP Project Agreement*  
**EXHIBIT C**  
*Form to be used for NOTICE OF PROJECT AGREEMENT*

**MAINE NATURAL RESOURCE CONSERVATION PROGRAM**  
**“ \_\_\_\_\_ PROJECT”**

The **COOPERATING ENTITY** (the “Owner”) is the owner of certain real property located in the Town of \_\_\_\_\_, County of \_\_\_\_\_, State of Maine, more particularly described in the **Exhibit A** attached to this Notice (the “**Protected Property**”).

The Owner has acquired the Protected Property with funds received from The Nature Conservancy pursuant to a Maine Natural Resource Conservation Program Project Agreement between The Nature Conservancy (“TNC”), the State of Maine, Department of Environmental Protection (“DEP”), and the Owner, dated \_\_\_\_\_ (the “Project Agreement”), a copy of which is kept at the offices of TNC, 14 Maine Street, Suite 401, Brunswick, Maine 04011 and the offices of DEP, State House Station 17, Augusta, Maine 04333.

The purpose of the Project Agreement is to provide funding to the Owner, pursuant to an In Lieu Fee Program Instrument between the State of Maine, Department of Environmental Protection and the New England District U.S. Army Corps of Engineers (the “Corps”), dated September 21, 2011 (the “In Lieu Fee Program Instrument”). By acceptance of funding and acquisition of the Protected Property, the Owner agrees that the terms and conditions of the Project Agreement shall be a covenant running with the land, and shall be binding upon Owner, its successors and assigns as owner of the Protected Property.

The purpose of the In Lieu Fee Program Instrument is to acquire, restore and/or enhance, and to permanently protect, properties that will compensate for unavoidable adverse impacts to significant wildlife habitats, wetlands and other waters of the State of Maine resulting from activities authorized under the Maine Natural Resources Protection Act, the federal Clean Water Act and/or the federal Rivers and Harbors Act.

The Owner has executed and recorded this Notice as notification and confirmation of its obligations, as set forth in the Project Agreement, to: 1) ensure the long-term conservation of the Protected Property in accordance with the terms of the Project Agreement; 2) refrain from converting any portion of the Protected Property to uses other than conservation; and 3) obtain the written consent of DEP and the Corps prior to encumbrance, assignment or disposition of any interest in the Protected Property.

The Protected Property may not be conveyed, transferred, or further encumbered without including a specific reference to the terms and conditions of this Project Agreement, including the Book and Page of recording of this Notice. Notice under the Section shall be in addition to any legal requirements imposed upon the Cooperating Entity under state or federal law. In addition, the Owner confirms that in the event of condemnation of any or all of the Protected Property, it shall pay to the DEP, by and through its Maine Natural Resource Conservation Program, presently estimated at \_\_\_\_\_ and \_\_\_\_\_ - tenths percent (\_\_\_\_.\_\_\_\_%) of the eminent domain proceeds paid to the Owner.

IN WITNESS WHEREOF, the Owner has set its hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2024.

COOPERATING ENTITY

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF  
COUNTY OF

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn did say that \_\_\_\_\_ is the \_\_\_\_\_ of the corporation named in the foregoing instrument; that the seal affixed to said instrument is the corporation seal of said corporation; and acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_