

REQUEST FOR LETTERS OF INTENT

Maine Natural Resource Conservation Program

Letter of Intent Package

May 13, 2026

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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<http://mnrcp.org/>

Request for Letters of Intent

Maine Natural Resource Conservation Program

Background

The Maine Natural Resource Conservation Program (MNRCP) was created to provide a method for compensation for unavoidable impacts to protected aquatic resources in the State of Maine. 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 (see Appendix A for a map of regions and Appendix B for a listing of funds available in each region). Funds are then awarded, through a 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 (USACE).

Request for Letters of Intent

MNRCP is requesting Letters of Intent for wetland compensation 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 are all eligible to apply for funding. Environmental consultants, working in partnership with any of the previously mentioned groups, are also encouraged to apply.

In 2026, MNRCP will only be accepting proposals for projects that include wetland or stream restoration, enhancement, and/or creation. Proposals will not be accepted for projects that include only acquisition of property or conservation easements (i.e., "preservation only" projects). Restoration and enhancement projects more directly address federal and state mitigation policies by replacing and enhancing the functions and values impacted by development.

While "preservation only" proposals will not be accepted in 2026, MNRCP requires long-term preservation for projects whenever feasible. Therefore, funding may be awarded to acquire and preserve land if it is a component of a restoration, enhancement, or creation project. Applicants are encouraged to submit proposals for projects that include both preservation *and* aquatic resource restoration, enhancement, or creation.

Letter of Intent Submittal Process

To be eligible to receive MNRCP funding, applicants must first submit a Letter of Intent. All Letters of Intent must be submitted online at <http://mnrcp.org/>. Visit the "Apply" page to submit your Letter of Intent. **All submissions must be received by 5:00 pm on Wednesday, June 17, 2026.** Detailed instructions are available online.

The Letter of Intent online submission form requires general information about the proposed project, including the location, estimated budget, and a brief description of the proposed

activities and ecological values, as well as a map of the project location. Design plans are not required at the Letter of Intent phase.

Letters of Intent are screened by staff from MDEP, USACE, and TNC to determine if the projects meet MNRCP's core requirements to be eligible for funding. If so, applicants will be notified by mid-July 2026 that they are invited to submit full proposals. For the complete timeline for the upcoming grant cycle, see Appendix C.

Full Proposal Review Process

If a project meets the criteria to be eligible for MNRCP funds, applicants will be invited to submit full proposals. Full proposals will be due September 10, 2026. Full proposals will require more detailed information than the Letter of Intent, including additional maps, photos, detailed budget, and conceptual designs. Full proposals are evaluated by a multi-agency Review Committee, chaired by MDEP, that includes representatives from USACE, Maine Department of Inland Fisheries and Wildlife (MDIFW), Maine Department of Marine Resources (MDMR), Maine Department of Transportation (MDOT), Maine Natural Areas Program (MNAP), U.S. Fish and Wildlife Service (USFWS), U.S. Environmental Protection Agency (USEPA), and Maine Audubon. The Review Committee will evaluate projects based on the MNRCP Review Criteria provided in Appendix D.

The Review Committee will review full proposals and make funding recommendations to the Interagency Review Team (IRT) which makes final allocation decisions. The IRT, co-chaired by MDEP and USACE, includes representatives from the Maine Department of Agriculture, Conservation and Forestry, MDIFW, MDMR, USFWS, USEPA, and the National Marine Fisheries Service. TNC administers the review process and is responsible for ensuring that approved funds are awarded and that projects are executed after award. TNC does not vote as part of either committee on which proposals are considered or approved for funding. For more information about the proposal review process, please visit <https://www.mnrpc.org/about-mnrpc> or contact Bryan Emerson at bryan.emerson@tnc.org.

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 submitting a Letter of Intent:

- **Only projects that include restoration, enhancement, or creation will be eligible for funding in 2026.** Projects that include only the fee acquisition of property or conservation easements (i.e., “preservation only” projects) will not be eligible for funding in 2026. Restoration, enhancement, and creation projects more directly address federal and state mitigation policy as these projects actively replace lost functions and values. While “preservation only” projects reduce the threat of future impacts, preservation alone does not replace lost functions and values.
- **MNRCP will prioritize freshwater wetland restoration, enhancement, and creation in 2026.** MNRCP is a mitigation program and the funds that come into the program come from development impacts. The majority of permitted impacts in the state affect freshwater wetlands; therefore, the mitigation funded by MNRCP should be dominated

by freshwater wetland projects. Coastal wetland restoration, intertidal/subtidal restoration, and stream restoration projects will still be eligible for funding in 2026, but priority may be given to freshwater projects.

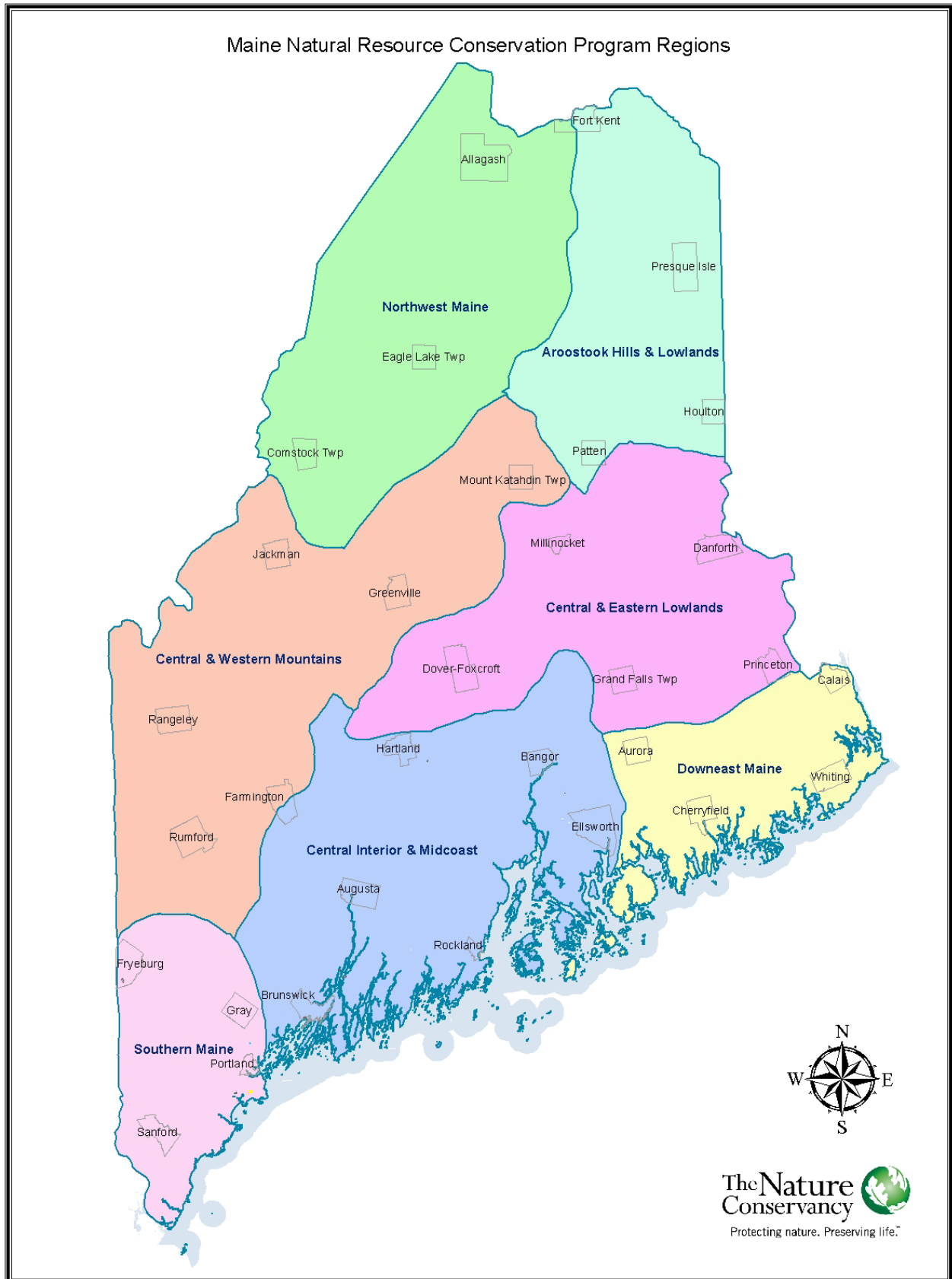
- **For restoration and enhancement projects, consultation with qualified professionals is strongly recommended.** MNRCP recommends consultation with wetland consultants, engineers, or other qualified restoration practitioners to appropriately scope the feasibility of a project, to accurately estimate 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 restoration activities other than invasive species management are not likely to be invited to submit a full proposal.
- **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 F. Restoration, enhancement, and creation projects in freshwater environments are typically required to protect the project site either through fee ownership by a conservation entity or through purchase of a conservation easement to be held by a qualified party. Conservation easements must provide third party enforcement rights for MDEP and right of entry for MDEP and USACE. 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.
- **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 or 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 <https://www.mnrpc.org/about-mnrpc> (see "Additional Resources" section on the right side of the 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. For example, MNRCP funds could be used for wetland restoration on a parcel acquired using LMF funds. 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 the acquisition of multiple parcels with different owners may need to submit multiple Letters of Intent.** MNRCP does not accept single proposals for the acquisition of multiple parcels under different ownership unless a clear and convincing case can be made for why the different transactions are linked (e.g., one landowner formally negotiating on behalf of two separate owners). Restoration projects that span multiple parcels may be able to proceed with a single proposal, provided that the entity performing the restoration work has the agreement of all landowners to conduct the restoration work.

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

Appendix A

Map of Biophysical Regions



Appendix B

Funds Available by Biophysical Region

The funds listed below are those currently available in each biophysical region at the time of this notice. Funds shown in parentheses are those that are expected to be available during the funding round but have not been received by the program yet. For a current listing of funds available, please visit: <https://www.mnrpc.org/apply>. Also included are the Priority Resource Type(s) in each region, which are the resources that have been prioritized for restoration, enhancement, and creation within each region.

MNRCP Region	Amount	Priority Resource Types
Aroostook Hills and Lowlands	\$519,190 (~\$4,700,000)	Freshwater emergent wetland; Freshwater forested wetland; Freshwater scrub-shrub wetland; Vernal pool critical terrestrial habitat; Riverine
Central and Eastern Lowlands	\$851,824	Freshwater emergent wetland; Vernal pool critical terrestrial habitat
Central and Western Mountains	\$748,494	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	\$915,551	Vernal pool; Freshwater emergent wetland; Coastal wetland Marine subtidal; Coastal wetland Marine intertidal; Coastal wetland Estuarine intertidal; Vernal pool critical terrestrial habitat
Downeast Maine	\$1,276,482	Vernal pool critical terrestrial habitat; Freshwater forested wetland; Freshwater emergent wetland; Inland waterfowl & wading bird habitat; Coastal wetland Marine intertidal; Coastal wetland Marine subtidal;
Northwest Maine	\$35,139	Freshwater scrub-shrub wetland
Southern Maine	\$3,014,882	Freshwater emergent wetland; Freshwater unconsolidated bottom wetland; Coastal wetland Marine intertidal; Coastal wetland Marine subtidal; Coastal wetland Estuarine intertidal
TOTAL AVAILABLE:	\$7,361,564	

Appendix C

2026 MNRCP Proposal & Award Timeline

Stage	Deadline
Request for Letters of Intent released	May 13, 2026
Letter of Intent Deadline	June 17, 2026
Letter of Intent review	June – July, 2026
Full Proposals invited	Mid-July, 2026
Project site visits	July – August, 2026
Full Proposal Deadline	September 10, 2026
Review Committee evaluates proposals	September-October, 2026
Review Committee meeting (<i>internal calibration</i>)	Early October, 2026
Review Committee meeting (<i>public invited</i>)	Early November, 2026
Approval Committee meeting (<i>public invited</i>)	November or December, 2026
Awards announced and grant process begins	Early-December, 2026

Appendix D

MNRCP Review Criteria

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 scores provided by the Review Committee are one factor in determining whether a project should be funded. There is no minimum score that must be achieved to receive funding.

1. Restoration / Enhancement: 0 – 20

Assesses the extent and quality of proposed restoration, enhancement, or creation of aquatic resources. Projects proposing only preservation would receive zero points in this category.

Considerations for all projects include:

- The project will restore and/or enhance aquatic functions and values and will return the site to conditions closer to its previous, unimpacted state or provide additional or improved resource functions and values.
- 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 well-defined and have demonstrated effectiveness. Conceptual plans should be included with the proposal and should exhibit the proposed goals and objectives.
- The proposal has demonstrated the overall long-term viability or natural sustainability of the restoration or enhancement components. A project that will naturally maintain itself after restoration, without active or ongoing intervention, is preferred.
- The functional lift provided by the restoration work is sufficient to justify the costs of the project.

Specific considerations for **wetland** restoration/enhancement/creation projects:

- Long-term protection of the project site is in place or is proposed to be in place.
- The project will restore or enhance multiple wetland functions and values.
- Wetland restoration, enhancement, or creation areas have adequate natural/habitat buffers. Higher points may be awarded in this category if the project includes new long-term protection of the buffers around the proposed restoration/enhancement areas in addition to the restoration/enhancement work itself.

Specific considerations for **stream** restoration projects:

- The project will provide an ecological benefit to the stream, including measurable improvements to physical, chemical, or biological features of the stream.
- The project will reconnect fragmented instream habitat, increase habitat complexity within the stream channel, improve or stabilize stream banks, or increase the amount of available habitat for native inland resident fish, diadromous fish, and/or other aquatic organisms.
- For stream barrier removal projects that justify the need to maintain a stream crossing, proposed upgraded crossing structures adhere to accepted best practices and restoration standards (e.g., Stream Smart and CoastWise).

- The project includes long-term protection of the stream and its associated riparian buffers. Projects where long-term protection of riparian buffers is not possible (e.g., dam removals) should not necessarily receive lower points in this category.

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 degree to which the project site includes high quality and high functioning habitat and aquatic resources.

Considerations include:

- 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.
- Areas of new preservation have a mix of aquatic resources and intact, upland areas.
- Historic land use should be considered to determine potential for contamination or other environmental factors.

3. Landscape / Seascape / Watershed Context: 0 – 20

Assesses 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.

4. Credit Value: 0 – 10

Assesses the credits that the project will generate as compared to impacted resources in the region as well as the cost of the overall project. Considerations include:

- The resources being restored, enhanced, or preserved compensate in-kind for those that have been impacted within the biophysical region.
- The project will generate wetland and/or stream credits commensurate with the funds provided.
- 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:

- Proposals that include new land conservation must demonstrate a clear threat to resources which will likely occur if the area 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 coastal or inland flooding, invasive species, 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. Habitat Resiliency: 0 – 10

Assesses the extent to which the project will be resilient to changes in future habitat conditions. Considerations include:

- The project site demonstrates 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 increased coastal flooding.
- The project area provides habitat, or improves habitat conditions, for species that are particularly vulnerable to changes in temperature, precipitation, seasonal phenology, or extreme weather events.
- 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 improvements to habitat functions.

7. Readiness and Applicant Capacity: 0 – 5

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

- The applicant is qualified and capable of managing and/or maintaining the project (e.g., land trust, municipality, state/federal agency, tribe, etc.).

- The applicant has the ability and capacity to complete the proposed mitigation 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.

8. 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 E

Frequently Asked Questions

Q. Can MNRCP funds be used to acquire lands with no associated wetland or stream restoration (i.e., a “preservation only” project)?

A. No, for the 2026 funding round, MNRCP will not be accepting applications for projects that are “preservation only”. Funds will only be awarded to projects that include restoration, enhancement, or creation of aquatic resources (wetlands, streams, submerged aquatic vegetation, vernal pools, etc.). Wetland restoration, enhancement, and creation projects more directly address state and federal mitigation policy and the US Army Corps of Engineers (USACE) and the Maine Department of Environmental Protection (DEP) have determined that these types of projects are needed to better offset development impacts to aquatic resources in the state.

Q. Can an applicant receive funds for preservation of a property if the project also includes wetland restoration?

A. Yes, but it will depend on the project details. MNRCP still requires long-term protection for most projects. Therefore, funds may be awarded to preserve land that is not currently conserved surrounding a significant restoration project in order to provide that long-term protection. For example, a project that includes a 5-10 acre wetland restoration site could include the costs to acquire a 20-30 acre buffer around the restoration area. However, a project that includes 100 acres of preservation, but only proposes removing one small culvert on a woods road as the restoration, would be unlikely to receive funding.

Q. Can an applicant submit a proposal for a restoration, enhancement, or creation project on land that is already conserved?

A. Yes, MNRCP supports restoration or enhancement of aquatic resources on land that is already conserved.

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 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, USACE and DEP have determined that, moving forward, all such projects must restore broader ecological benefits to river and stream systems (beyond passing fish). 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 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). A list of consultants is also available on the Maine Land Trust Network website (<https://www.mltn.org/resources/consultants/>).

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 identify restoration sites, develop conceptual plans, and assist with developing the MNRCP application be included in the proposal budget?

A. Some of these fees may be eligible for reimbursement, if a project is awarded funding. MNRCP policy dictates that all project costs should be included in the project budget (full cost accounting) so that the full cost of the implementation of projects is known. Because many of these upfront costs are essential to project implementation, it is possible that they can be reimbursed. However, MNRCP is not able to provide funding for these services if the project is not awarded funding.

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 fees for consultants/contractors to prepare final 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 on-the-ground work. For example, 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. Similarly, MNRCP cannot provide funding for feasibility studies.

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

A. Yes. MNRCP allows the inclusion of reasonable project management costs for 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 Interagency Review Team (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 USACE.

Q. Can I include contingency funding in my proposal budget?

A. Yes, MNRCP encourages the inclusion of contingency funds in a project budget to account for unexpected costs that may arise during project implementation. MNRCP has no maximum or minimum amount of contingency funding that is allowed. The Review Committee and IRT will review each budget carefully and determine if the requested contingency costs are appropriate for the scope of the project.

Q. Are appraisals, surveys, environmental assessments, and other due diligence for land acquisition 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 “Project Readiness” score for the project. If funds are awarded for preservation, 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.

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) does also 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 have 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. Because MNRCP is focused on restoration and enhancement projects, it may be possible to use LMF to acquire a property and then utilize MNRCP to perform subsequent restoration or enhancement of wetlands on the property. 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 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. 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 <https://www.mnrp.org/resources>.
- 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 management” 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, however, is 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.

Appendix F MNRCP Project Agreement Template

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

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

Cooperating Entity: [Name of project sponsor], a non-profit corporation organized and existing under the laws of the State of Maine ([sponsor abbreviation] or Cooperating Entity).

Landowners: [Name of entity/organization/private landowner, if different from Cooperating Entity.]

Parties to this Agreement: For the purposes of this Agreement, DEP, TNC, [list Cooperating Entity and Landowners] may be referred to individually as “party”, and collectively “parties”.

Project Name and Location: [Project name], in the Town of [town], [county] County, Maine (Project).

Premises Covered by this Agreement: Certain property located at [address], in [town], [county] County, Maine (as recorded in Book XX, Page XX of the [county name] County Registry of Deeds), containing approximately [size] acres, 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 to be restored/enhanced/conserved, methods of restoration (if applicable), rare species present, Significant Wildlife Habitat, adjacent conservation land, long-term management plan, etc.]*

Project Cost:

Maine Natural Resource Conservation Program (MNRCP) Contribution:	\$ _____
Other Project Cost:	\$ _____
Total Project Cost:	\$ _____

Management and Use of Premises: No later than [date approximately 6 months – 1 year from expected closing or completion of restoration work], the Cooperating Entity shall submit to TNC, for review and approval by TNC, DEP, and USACE, 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 USACE, 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, including those activities to address invasive species, safety concerns, trail maintenance, or pest or disease outbreak. The Cooperating Entity further agrees that any

construction or maintenance of recreational trails shall be conducted in such a manner as to avoid or minimize any disturbance to wetland habitat and buffers or habitat for sensitive species.

Mitigation Plan: No later than [insert date], the Cooperating Entity shall submit to TNC, for review and approval by TNC, DEP and USACE, a detailed Mitigation Plan, which includes performance standards and a monitoring plan, following guidelines to be provided by TNC (based on USACE Compensatory Mitigation Standard Operating Procedures document). Upon such approval, the Cooperating Entity shall fully implement such plan. Any material changes to the approved Mitigation Plan that affect the outcomes of the Project shall be reviewed and approved by TNC, DEP, and USACE prior to implementing any of the changes.

Term of Post-Construction Monitoring Obligations: The term of the Cooperating Entity's monitoring obligations, as more particularly described in Exhibit A's General Provisions (Section I), shall commence on the effective date of this Agreement and terminate, upon approval from DEP and USACE, following the completion of all restoration activities and five years of post-construction monitoring as set forth in the Mitigation Plan (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 [insert date]

Payment: TNC shall pay the MNRCP Contribution as follows:

- a) [For restoration projects with an upfront payment] \$xx,xxx will be paid to the Cooperating Entity after signing of this Agreement and prior to the onset of work in order to fund baseline surveys and initial project management that will support development of the Mitigation Plan. Evidence that the work will meet the requirements set forth in Section B of Exhibit A may be requested prior to payment.
- b) [For projects that include acquisition] Up to \$xxx,xxx will be paid in multiple installments to the Cooperating Entity following: 1) TNC's receipt and approval of the documents listed in Exhibit A's General Provisions (Section D) (to be sent concurrent with closing); and 2) receipt and approval of documentation of any closing and project costs eligible for reimbursement;
- c) [For restoration projects] Up to \$xxx,xxx will be paid to the Cooperating Entity following receipt and approval by TNC, DEP and USACE of the Mitigation Plan for the Project;
- d) [For restoration projects] Up to \$xx,xxx will be paid to the Cooperating Entity following completion of the proposed restoration/enhancement work and following TNC, DEP, and USACE's receipt and approval of: 1) the Work Completion Report, and 2) a copy of the recorded Notice of Project Agreement for the Project Area.
- e) Up to \$xx,xxx will be paid to the Cooperating Entity following TNC, DEP, and USACE's receipt and approval of the Project's Management Plan.
- f) [For projects with contingency funds] Up to \$xx,xxx in contingency funding will be paid to the Cooperating Entity if: 1) the Cooperating Entity can demonstrate that these funds are necessary for the completion of the Project, and 2) written documentation of costs is submitted and approved by TNC, DEP, and USACE.

Funding Purpose: MNRCP Funds shall be spent only for the purposes set forth in the Description of Project and further defined in the Mitigation Plan and/or Management Plan, and for no other purpose without TNC, DEP, and USACE's prior written consent. Improper payment

of funds by the Cooperating Entity, including but not limited to payments made for a purpose or in an amount inconsistent with the terms of this Agreement, constitutes a breach of this Agreement, and TNC and DEP shall be entitled to repayment in the event of improper payment in accordance with Section S of Exhibit A. Any MNRCP Contribution not expended or committed for the purposes of this Project must be returned to TNC within 30 days of the Expiration of Funding Commitment. Payment is contingent on the Cooperating Entity meeting the requirements of this Agreement in a manner satisfactory to TNC, DEP, and USACE. If TNC and DEP, in their sole discretion, and in consultation with USACE, determine the Cooperating Entity has not met, or will be unable to meet, the above requirements, they may terminate this Agreement in accordance with Section S of Exhibit A. Any additional project costs above the MNRCP Contribution 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 [Cooperating Entity] herein, to pay to [Cooperating Entity] the MNRCP Contribution amount set forth above. [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 Map

Exhibit C Form of Notice of Project Agreement

SIGNATURES ON FOLLOWING PAGE

In witness whereof, the parties hereto have executed this Agreement as of the _____ day of _____, 2026, by their duly authorized representatives.

THE NATURE CONSERVANCY

By: _____
Name:
Title:

[NAME OF COOPERATING ENTITY]

By: _____
Name:
Title:

**STATE OF MAINE
Department of Environmental Protection**

By: _____
Name:
Title:

EXHIBIT A GENERAL PROVISIONS

The Cooperating Entity specifically recognizes that the Project creates an obligation to acquire, use, and 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 obtained 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 necessary to proceed with the Project in a timely manner, 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 USACE to be in violation of any Applicable Laws.

C. USE OF FUNDS: In accepting these funds, Cooperating Entity warrants that it has secured or will secure the necessary authorizations under Applicable Laws and will 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 copies of the following:

1. The fully executed purchase and sale agreement for the Premises;
2. Current appraisal of the Premises that supports the purchase price;
3. Current environmental assessment of the Premises, 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. The final deed draft;
7. Draft Notice of Project Agreement, in the form attached hereto as Exhibit C;
8. Draft settlement statement indicating proposed disbursement of funds.
9. [for conservation easements only] Baseline documentation report establishing the condition of the property at the time the conservation easement is granted

TNC will provide an escrow letter to the approved escrow agent, upon receipt and review of the above documentation. Funds will be disbursed upon receipt of the countersigned escrow letter by the Cooperating Entity's escrow agent. 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, and in accordance with all applicable laws, including without limitation Title 38 M.R.S. § 480-Z and in accordance with the Mitigation Plan and/or 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 and the completed Management Plan as described above.
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 USACE on the status of the Project, and on the condition of the Project Area, in a monitoring report following guidelines provided by TNC. The Cooperating Entity shall provide the report annually by electronic mail, not later than December 31st of each year, to the TNC MNRCP Manager, for distribution to DEP and USACE.

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 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. 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, USACE, 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 USACE, 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 final payment for work on the Project, 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][or, for restoration projects, “upon completion of the restoration work”]. The Cooperating Entity shall also provide TNC with the original recorded Notice of Project Agreement within 45 days of recording the document.

O. CONDEMNATION: In the event of condemnation of any or all of the Premises, except for condemnation of a conservation easement, 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, presently estimated at eighty-nine and eight-tenths percent (89.8%). In the event of condemnation of a conservation easement in accordance with 33 M.R.S. § 477-A(2)(B), the Parties agree to recommend in any court proceeding determining an amendment or termination of the conservation easement that any increase in value of the property resulting from amendment or termination of the conservation easement be paid to the MNRCP.

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 fees.

Q. MEDIA ANNOUNCEMENTS: The DEP, TNC, USACE, 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, as appropriate and relevant to the contribution of funding. DEP, TNC, and USACE request that 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, USACE, 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 or DEP shall have the right to terminate this Agreement for any reason upon 30 days prior written notice to the Cooperating Entity, DEP and USACE, in which event payment for work satisfactorily completed by the Cooperating Entity will be adjusted accordingly, and the Cooperating Entity shall promptly return all unspent funds to TNC. Upon receipt of such notice, the Cooperating Entity will immediately cease work and will not incur any additional expenses. The Cooperating Entity will notify TNC, DEP, and USACE of any existing, non-cancellable obligations. Additional expenses incurred after the receipt of written notice from TNC will be unallowable. If TNC or DEP terminates this Agreement as the result of Cooperating Entity's breach of this Agreement or material misrepresentation of the Project as described in the Description of Project and as further defined in the Mitigation Plan or Management Plan, TNC or DEP may recover damages resulting from such breach and/or the termination of this Agreement, including but not limited to the repayment of funds already paid to Cooperating Entity.

Without limiting the generality of the foregoing, the Cooperating Entity understands that TNC or DEP 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, obtaining any permits, licenses, or authorizations required to complete the Project, entering into a binding purchase and sale agreement to purchase the Premises, or raising sufficient funding to pay the Other Project Costs. In the event that TNC or DEP determines that the Cooperating Entity is not making sufficient progress based on the project timeline or other information, TNC will provide written notice to the Cooperating Entity. The Cooperating Entity will have 15 business days upon receipt of this notice to present, in writing, any facts bearing on the question to TNC. If the Cooperating Entity fails to present any additional considerations within this time, TNC may proceed with the termination of the Agreement. During the opportunity to cure, the Cooperating Entity will not continue work nor incur additional costs without the express written permission of TNC. In addition, it is understood that TNC shall have no obligation to provide funding under this Agreement beyond the Expiration of Funding Commitment. If the Cooperating Entity is unable to complete the Project in accordance with the terms of this Agreement, they will cease work, not incur any additional obligations, and immediately notify TNC, DEP, and USACE via electronic mail. Upon notification from the Cooperating Entity that they are unable to complete the Project in accordance with the terms of this Agreement, TNC or DEP shall have the right to terminate this Agreement immediately.

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 USACE 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.

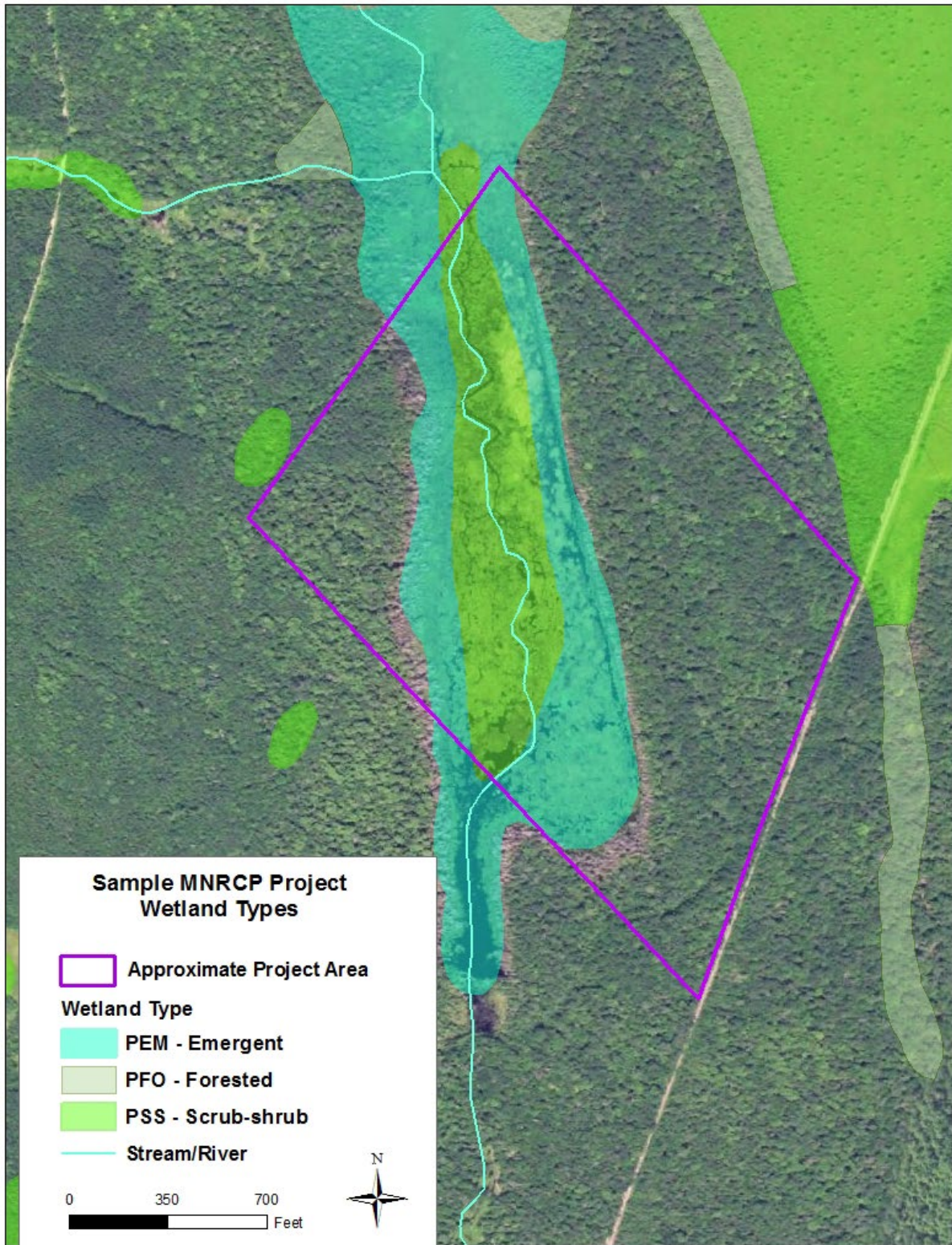
X. DONATION EVALUATION: If the Cooperating Entity will acquire the Property Interest (conservation easement or fee) by donation or bargain sale, and the donor intends to claim a charitable deduction on its federal income tax return for the fair market value of the property or the difference between the fair market value of the Property and the purchase price, Cooperating Entity should consider asking the donor (particularly if it's a "pass through entity") to obtain its appraisal and supplying Cooperating Entity with a copy prior to closing and prior to closing having the donor provide Cooperating Entity with a copy of the completed Form 8283 it intends to file in conjunction with the gift. Cooperating Entity should resolve any substantial concerns with the donor's appraisal and Form 8283, and take appropriate action to resolve the concerns such as: documenting concerns were shared with the donor, seeking an independent substantiation of value, withdrawing from the transaction prior to closing, refusing to sign Form 8283.

Compliance with Conservation Easement Integrity Act. If Cooperating Entity acquires the donor's IRS Form 8283 prior to closing, Cooperating Entity shall not accept the donation if the form indicates that the amount the donor intends to claim as a deduction disqualifies the donation as a "Qualified Conservation Contribution" (as defined by Internal Revenue Code) pursuant to the Conservation Easement Integrity Act (CEIA) (Internal Revenue Code 170(h)(7)), and the form does not indicate that the donation qualifies for one of the exceptions under the CEIA. If Cooperating Entity accepts the donation and then is asked by the donor to sign the donor's IRS Form 8283, Cooperating Entity shall not sign the form if the form does not comply with the CEIA as set out in the preceding sentence.

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

Z. FORCE MAJEURE: The performance of this Agreement by TNC, DEP, and USACE is subject to acts of God, war, acts of terrorism, disease, disaster, strikes, civil disorder, government regulation, legislation, or statement of policy which limits, prohibits or suggests curtailment of transportation, government issued health and safety orders, orders by a national, state, city, or local government or multilateral organization, or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing, making such performance illegal, commercially impractical, unsafe or inadvisable, for this Project or any part thereof to be made. This Agreement may be terminated immediately for any one or more such reasons by written notice from TNC or DEP to the Cooperating Entity without any liability, fee, penalty or cost, except to pay for actual services that have already been received; it being understood and agreed that the amount of any payments, including but not limited to, prepayments and deposits made by TNC to the Cooperating Entity shall be refunded within thirty (30) days of the date of the written notice, less any amounts in respect of actual services that have already been received.

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 _____, 2026.

COOPERATING ENTITY

By: _____

Its: _____

STATE OF
COUNTY OF

On this ____ day of _____, 2026, 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: _____