

REQUEST FOR FULL PROPOSAL

Maine Natural Resource Conservation Program

Full Proposal Package

July 2022

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 to maintain ecological benefits. The program manages the allocation of funds collected through the State's In-Lieu Fee Compensation Program, a voluntary program that allows entities seeking permits for impacts to natural resources, primarily wetlands, from the Maine Department of Environmental Protection (DEP) and/or the U.S. Army Corps of Engineers (Corps) to make a payment directly to the DEP as an alternative to the traditional mitigation process. Fees are assessed based on the amount and type of resource impacted, the type of impact, and the location in the state. Fees collected by DEP are deposited into funds based on the biophysical regions in which the impacts occurred. These funds are administered by The Nature Conservancy in Maine (TNC). Public agencies, tribes, non-profit conservation organizations, and municipalities can then apply, through a competitive process, for funding to complete appropriate projects in these biophysical regions. Preference is given to projects that restore, enhance, preserve, or create resources that best match the natural resources and wetland functions and values that were impacted in that region. The focus of the program is to maximize the ecological benefits of compensatory mitigation. Projects benefiting habitat areas of statewide conservation significance, or other natural resource priority areas, are preferred.

Full Proposal Submissions

To be considered, full proposals must be received by **5:00PM on September 8, 2022**. Full proposals may be submitted via email to 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 for other submission options.

All completed full proposals must include:

- 1) A Project Description (details provided in Appendix A). The total length of the Project Description should not exceed seven pages (not including budget, maps, photos, plans, etc.);
- 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.

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

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, Maine Department of Agriculture, Conservation and Forestry, Maine Natural Areas Program, Maine

Department of Transportation, Maine Department of Marine Resources, Maine Audubon, U.S. Fish and Wildlife Service, and the U.S. Environmental Protection Agency. 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 Maine Department of Agriculture, Conservation and Forestry, Maine Department of Inland Fisheries and Wildlife, Maine Department of Marine Resources, U.S. Environmental Protection Agency, the U.S. Fish and Wildlife Service, and the National Marine Fisheries Service . Applicants will be notified of allocation decisions by the end of November or early December 2021 (see Appendix C for full timeline). Successful applicants will be required to enter into a Project Agreement with DEP and TNC, 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 F.

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 are strongly encouraged** and will likely score and rank higher than preservation projects. MNRCP adheres to the mitigation hierarchy utilized by DEP and the Corps under their regulatory programs, in which mitigation projects are prioritized in the following order: restoration, enhancement, preservation, and creation. Preservation-only projects are eligible for MNRCP funding but must preserve aquatic resources that contribute significantly to the ecological sustainability of the watershed and must clearly show the potential threat of degradation to these resources without conservation. Sites that are mostly or all wetland need to pay especially close attention to these

requirements as those sites are usually protected by current laws, and not considered under threat.

- **For restoration and enhancement projects, consultation with qualified professionals is recommended.** In order to appropriately scope the feasibility of a project, to accurately estimate projects costs, and to design a successful restoration project, MNRCP recommends consultation with wetland consultants, engineers, or other qualified restoration practitioners. Note that the costs for professionals to assist with the project can be included in the MNRCP budget.
- **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>.
- **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 generally is 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>.
- **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 as restoration or enhancement for 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.** Applicants awarded funds from MNRCP are required to sign a Project Agreement and to record a Notice of that agreement with the land records office for the property where the funded project takes place. For samples of these documents, see Appendix F. 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 full proposal.
- **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 DEP and the right of entry for DEP and the Corps. The specific provisions required for inclusion in conservation easements are described in Appendix F. 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.

- **MNRCP funds may not be eligible to match some federal funding sources.** According to the federal Mitigation Rule, federally-funded aquatic resource restoration or conservation projects undertaken for purposes other than compensatory mitigation cannot be used for the purpose of generating compensatory mitigation credits. Additionally, some federal funding programs do not allow the use of mitigation funds as match (MNRCP funds are considered mitigation funds). Please consult with MNRCP and/or the other funding sources if you are uncertain about the matching requirements for a particular grant program.
- **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 landowner formally negotiating on behalf of two separate owners).

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.

1. Potential to Meet MNRCP Goals (35%)

Assesses the extent to which the proposal meets the core program requirement that a project sustainably restores, enhances, preserves, or creates wetlands or other resources determined by the Maine Natural Resource Conservation Program to be Priority Resource Types. Considerations include:

- The sustainability of the proposed conservation action (restoration, enhancement, preservation, creation) and the acreage affected. Projects focused on restoration or enhancement in priority resource areas will be strongly preferred, assuming they have adequate funds in their budget to ensure successful attainment of project goals. Project budgets may include fees for restoration design by qualified professionals (i.e., consultant fees), provided the application includes funding for both project design and implementation.
- The resource types restored, enhanced, preserved or created and the degree to which the proposed project replaces the functional benefits of impacted resources in the Biophysical Region based on a functional assessment of the project.
- The proximity of the proposed project to impacted resources in the Biophysical Region. To fully meet this criterion, projects must occur within the same ecoregional sub-section as a permitted impact. Please contact us for maps to help assess proximity to permitted impacts.
- For preservation projects, the threat of destruction or adverse modification to the aquatic resources and their associated buffers on the site over the next 20 years, if the property is not protected.
- The inclusion of upland areas sufficient to protect, buffer, or support identified resource functions on the property as well as on adjacent conservation areas or undeveloped large blocks of habitat.
- The current and proposed condition of the property, and the “functional lift” provided by the project (e.g., the proposed change in habitat quality, the contribution to functioning biological systems, water quality and the level of degradation).

2. Landscape Context (20%)

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 or habitat

preservation identified by a state or federal agency, or other regional or municipal plans.

Considerations include:

- Presence within or adjacent to habitat areas of statewide conservation significance or other natural resource priority areas.
- Presence within or adjacent to public or private conservation lands to preserve habitat connectivity, and/or presence within a watershed-based conservation plan.
- Presence of natural resources of significant value and/or rarity within the project site.

3. **Project Readiness/Feasibility (30%)**

Assesses the extent to which the proposal meets the core program requirement to demonstrate project readiness and likelihood of success, where success is defined by the ability of the project to meet MNRCP goals as stated in the proposal. Assesses the extent to which the proposal meets the core program requirement to provide for long-term management and/or stewardship by a responsible state or federal resource agency, or conservation organization. Considerations include:

- Documentation of the willingness of the landowner and a qualified, long-term management entity to participate in proposed project, including conveying the property or a conservation easement with respect to the property (for projects not on public/private conservation lands).
- Level of project urgency (e.g., area of rapid development or on-going site degradation, other available funding with limited timing, option to purchase set to expire, etc.)
- Degree to which the proposal demonstrates an understanding of resource conservation issues and needs.
- Soundness of the technical approach of the conceptual plan presented in the application.
- Initial progress (e.g., planning, fundraising, contracting, site design, etc.).
- Likelihood that the project will meet proposed schedule and/or required deadlines.
- Likelihood that the proposed actions will achieve the anticipated ecological benefits and results.
- Completeness and feasibility of the plan for long-term stewardship and monitoring, including endowment funding. Please refer to the Long-term Management Plan template available at <http://mnrcp.org/about> to accurately estimate the level of effort to complete this task.
- Potential for adverse impacts (such as flooding or habitat loss) associated with the project.
- Conformance with any applicable Army Corps of Engineers and state mitigation policy, guidance and permitting requirements, including appropriate financial assurances for any construction activity.
- Presence of a qualified, capable conservation entity willing to sponsor and/or maintain the project.
- For restoration projects, inclusion of a qualified professional capable of completing the technical aspects of the project. Please refer to the MNRCP Restoration Work Plan Guidance document available at <http://mnrcp.org/about> to accurately estimate the level of effort to complete the required restoration work plan.
- Level of support and involvement of other relevant agencies, organizations, and local community.
- Degree to which the project sponsor, and any associated partners, demonstrate the financial, administrative, and technical capacity to undertake and successfully complete the project.
- Adequacy of long-term stewardship to ensure that the project is sustainable over time and presence of a funding mechanism for the associated costs (e.g., endowment or trust).
- Legal and financial standing of the project sponsor.
- Quality and completeness of proposal materials.

4. **Cost Effectiveness (10%)**

Assesses the extent to which the proposal meets the program requirement that a project represent an efficient use of funds expended given the condition, location and relative appraised values of the property. Considerations include:

- Clarity and detail of the budget submitted, and estimated costs deemed to be reasonable.
- Sufficiency of funds available in the applicable biophysical region.
- Availability and source of matching funds necessary to complete the project. (Note that while matching funds are not required, they generally increase the competitiveness of a proposal.)
- Land acquisition or conservation easement costs must be based on an appraisal completed 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. MNRCP cannot pay more than fair market value for a property. Note that an appraisal is not required prior to the submission of a full proposal, but it may be helpful for the Review Committee to assess Cost Effectiveness and Project Readiness.

5. **Other Benefits (5%)**

Assesses the potential for this project to support economic activity, job creation, recreational access, scenic enhancements, climate change resiliency, environmental justice or equity considerations, educational opportunities, or other contributions to “Quality of Place” in the town or region where the project is located. For projects involving acquisition of land, documented support from the municipality in which the project is proposed is encouraged.

Appendix A

Outline for MNRCP Full Proposal

Completely describe the proposed project. Make sure to clearly cover each section below, as appropriate, depending on whether the project includes restoration, enhancement, preservation, or creation. Use headings as outlined below. Text describing each application section should be deleted.

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, method*)
- 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	Significant wildlife habitat acres†
Freshwater Resources	Freshwater wetland, emergent (PEM)						
	Freshwater wetland, forested (PFO)						
	Freshwater wetland, shrub-scrub (PSS)						
	River, stream or brook (<i>linear feet</i>)						
	Lake or pond (L1, L2, PUB, PUS, POW)						
	Vernal pools (<i>indicate # of pools if acres not known</i>)						
	Vernal pool critical terrestrial habitat						
Coastal Resources	Coastal wetland, Marine subtidal (M1)						
	Coastal wetland, Marine intertidal (M2)						
	Coastal wetland, Estuarine subtidal (E1)						
	Coastal wetland, Estuarine intertidal (E2)						
Upland buffer (non-wetland or non significant wildlife habitat acres)							
Project Total							

* 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. Potential to Meet MNRCP Goals:

- Current Conditions. Describe the *current habitat types and conditions* on the property. Include a determination of protected natural resources found on the site based on either aerial photo interpretation, site visits, or, if available and applicable, a wetland delineation. Describe the *current use of the property* (e.g., 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. Describe the extent of *invasive species*, if known, and the degree to which they threaten aquatic resources on the project site. Include a map that shows all resources and any existing structures or improvements on the property. Include photographs as appropriate, especially for restoration/enhancement projects.
- 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.
- Proposed Future Conditions. Describe the proposed future condition of the property, the functional benefits and “functional lift” the project proposes to provide (use the following list as a guide), and any additional buffers on protected natural resources that will result beyond existing conditions described above.

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

- Proposed Compatible Uses. Describe any proposed active uses of the property, including timber harvesting, habitat management, or recreational activities, and indicate on a map where they would occur. Proposed active uses must not compromise the health or function of the natural resources that MNRCP is charged to protect, so their compatibility will be evaluated as part of the review process. Please specifically address whether timber harvesting or any forest management is proposed to occur on the property.
- 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.

- 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://mnrcp.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.
- Restoration Work Plan. If restoration, enhancement, or creation is proposed, a restoration work plan following the MNRCP Restoration Work Plan Guidance will be required prior to release of approved funds. For the project proposal, include a detailed summary of restoration work proposed, including a sketch or concept design plan. Note that a complete work plan is not required to be submitted with the proposal. The complete work plan will be required after funds are awarded and will be reviewed by DEP and the Corps. The work plan will need to include an assessment of the local hydrology which demonstrates that the local hydrology will be sufficient to support the project. The complete work plan will also need to include the type and location of all soil disturbing activities and structures; a construction schedule; a planting plan, if applicable; performance standards; and a post-construction monitoring plan. Note that all restoration and enhancement projects are required to conduct at least 5 years of post-construction monitoring.
- 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 F, General Provision E). If possible, provide a draft of the easement.

2. Landscape Context:

- Statewide Focus Areas of Ecological Significance. Describe the proximity and/or benefits to statewide focus areas of ecological significance for land conservation or habitat preservation 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.
- Other Resource Priorities. Describe the adjacency / proximity to other natural resource areas identified as priorities. Include name and description of the designation process or document.
- Important Species. Describe the presence of or proximity to important species in Maine such as Rare, Threatened, Endangered Species, or Species of Special Concern; Species of Greatest Conservation Need; S1 & S2 Wetland Natural Communities; brook trout, Atlantic sea-run salmon or other diadromous fish runs and habitats.
- USFWS Official Species List. Applications must include a list of federally listed threatened or endangered species in the project area from the U.S. Fish and Wildlife

Service Information for Planning and Consultation (IPaC) website, available at: <https://ecos.fws.gov/ipac/>. Attach an Official Species List from the IPaC website to your application. The Official Species List is an approximately 6-page document that usually only lists 1 – 3 different species or critical habitats, depending on your location in the state. Most Official Species Lists in Maine will only include some combination of the following species: northern long-eared bat (*Myotis septentrionalis*), Atlantic salmon (*Salmo salar*), and small whorled pogonia (*Isotria medeoloides*). If you are including a list of species that includes a large number of migratory bird species, and is stamped as “Not for Consultation”, you have produced a *Natural Resources List*, not the required Official Species List. You need to continue through the IPaC website to produce the Official Species List. If you have questions about this process, please reach out to MNRCP staff for guidance.

- 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 mitigation 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.

3. Project Readiness

- Project Timeline. Outline steps to be taken in completing the project, including 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. Please also include key tasks and work products that have already been completed and the date of completion (e.g., survey, appraisal, environmental assessment, purchase & sale agreement, etc.). You do not need to submit any of these completed documents with your application. Note that appraisals and environmental assessments must be completed within one year prior to closing. For preservation projects, please include an estimated closing date.
- Landowner Willingness. Provide documentation of landowner willingness to participate in the proposed project, including conveying a conservation easement or fee title to the property. Include landowner’s name and address.
- Access. Describe the extent of legal access to the property.
- 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.
- Sponsor Experience. Describe the project sponsor’s experience completing projects of this kind. 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 NGO’s 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.

- **Long-term Stewardship.** Please describe the process for developing a long-term management plan 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 stewardship 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.
- **Monitoring.** If the project involves restoration, enhancement, or creation, provide a general outline of the anticipated monitoring that will be done to document the success of the project. 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. Preservation projects do not require monitoring plans.

4. Cost Effectiveness

- Provide a detailed budget using the template provided. 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.
- Provide information on the availability and source of any additional funds necessary to complete the project.
- 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.
- MNRCP cannot pay more than the fair market value for a property as determined by a qualified appraiser. Land acquisition or conservation easement costs must be based on an appraisal completed within one year 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.

5. Other Benefits

- 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, climate change resiliency, environmental justice or equity considerations, 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
Acquisition and Associated Costs		
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		
Baseline documentation (<i>easement only</i>)		
Natural resource survey		
Subtotal of associated costs	\$ -	\$ -
Total Acquisition and Associated Costs	\$ -	\$ -
Long-Term Management & Stewardship Costs [2]		
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	\$ -	\$ -
Total Stewardship and Invasive Species Costs	\$ -	\$ -
Restoration, Enhancement, or Creation Costs [3]		
Personnel		
MNRCP Work Plan Development (if requesting funds from MNRCP)		
Permitting		
Contractual (specify contractors/consultants, add rows if needed)		
Site Work		
Equipment/Supplies		
Other (include specific tasks; more lines may be added if necessary)		
5-year monitoring costs for restoration, enhancement, creation only [4]		
Total restoration, enhancement, creation costs	\$ -	\$ -
Total Project Cost:	\$ -	
Total MNRCP Request:		\$ -
List of Other Funding Sources and Amounts:		

Budget Notes:

[1] Land Acquisition or Conservation Easement Costs must be based on an appraisal completed **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] 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 MNRCP-funded projects and stewardship funding must be dedicated to the project/parcel being funded.

[3] Do not include long-term management & stewardship costs in this section. They should be captured in the section above.

[4] 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.

Appendix C

2022 MNRCP Proposal & Award Timeline

Stage	Deadline
Request for Letters of Intent released	May 26, 2022
Letter of Intent deadline	June 29, 2022
Letter of Intent review	July 2022
Full Proposals invited	Mid-July, 2022
Project site visits	July-August, 2022
Full Proposal deadline	September 8, 2022
Review Committee evaluates proposals	September-October, 2022
Review Committee meeting (<i>internal calibration</i>)	October 5, 2022
Review Committee meeting (<i>public invited</i>)	November 3, 2022
Review Committee finalizes recommendations	Mid November, 2022
Approval Committee meeting (<i>public invited</i>)	November 16, 2022
Awards announced and grant process begins	Late-November 2022

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. 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.

MNRCP Region	Amount	Priority Resource Type
Aroostook Hills and Lowlands	\$298,546	Freshwater wetland Emergent; Freshwater wetland Forested; Freshwater wetland Scrub-Shrub; Vernal pool critical terrestrial habitat
Central and Eastern Lowlands	\$351,316	Freshwater wetland Emergent; Vernal pool critical terrestrial habitat
Central and Western Mountains	\$929,315	Freshwater wetland Emergent; Freshwater wetland Forested; Freshwater wetland Scrub-Shrub; Inland waterfowl & wading bird habitat; Vernal pool critical terrestrial habitat
Central Interior and Midcoast	\$983,138	Coastal wetland Estuarine subtidal; Coastal wetland Marine subtidal; Freshwater wetland Emergent; Inland waterfowl & wading bird habitat; Vernal pool; Vernal pool critical terrestrial habitat
Downeast Maine	\$62,915	Coastal wetland Marine intertidal; Coastal wetland Marine subtidal; Vernal pool critical terrestrial habitat
Northwest Maine	\$34,256	Freshwater scrub-shrub
Southern Maine	\$1,292,162	Coastal wetland Marine intertidal; Freshwater wetland Emergent; Freshwater wetland Forested; Freshwater wetland Scrub-Shrub; Freshwater wetland Unconsolidated Bottom
TOTAL:	\$3,951,647	

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. 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. We recommend you contact the federal grant program you are considering for more information.

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

A. It is possible to combine MNRCP funds with LMF funds, but the ability to do this will be project-specific. Both programs have different goals and requirements and some projects may not be compatible with both funding sources. If a project sponsor is contemplating requesting funding from both programs, we recommend talking with representatives from each program before submitting final proposals 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 DEP 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. 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). 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 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.

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://mnrpc.org/about>.
- 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 as compared to the cost of the project.
- 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 and fires, however, are generally not allowed.

Q. Is vehicle access allowed on MNRCP parcels?

A. Vehicle access for maintenance or other uses is generally allowed, as long as it is on existing roads and no new roads are proposed. Access for snowmobile use may be allowed depending on the location of designated trails. Access for ATVs is generally not allowed.

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 “Project Readiness” score for the project. If funds are awarded for a preservation project, appraisals and environmental assessments must have been completed within one year 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

Sample MNRCP Project Agreement

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 _____, Maine, containing _____ acres, more or less, and shown on the map attached as Exhibit B (Premises).

Description of Project: _____

Project Cost:

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

Other 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 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 Management Plan. Without limiting the generality of the foregoing, the Cooperating Entity agrees that [*proposed active property uses*] shall be conducted in such a manner as to avoid any disturbance to wetland habitat and buffers or habitat for sensitive species.

Term of 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 H, shall commence on the effective date of this Agreement and terminate six years following the completion of all restoration or enhancement activities set forth in the Work Plan, described below (the "Monitoring Term").

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 and enhancement Work Plan, which includes a monitoring plan, following guidelines to be provided by TNC (based on the Corps' Mitigation Guidance document). Upon such approval, the Cooperating Entity shall fully implement such plan.

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

Appendix F

Payment: TNC shall pay the MNRCP Contribution as follows (example payment plan provided):

- 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 TNC, DEP, and Army Corps’ receipt and approval of the Project’s Restoration Work Plan.
- c. \$_____ will be paid to the Cooperating Entity following the completion of all restoration work and following TNC, DEP, and Army Corps’ receipt and approval of the Project’s Work Completion Report.

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 _____, 2021 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 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 one year of closing), evidencing no environmental factors which negatively affect the conservation or fair market value of the Premises;
4. Property survey showing:
 - a) that the boundaries of the Premises are not in dispute;
 - b) that there are no encroachments that would interfere with the use of the Premises for their

- intended purposes under this Agreement and
- c) the coordinates for at least two corners of the Premises;
 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 copies of the recorded deed or conservation easement, the recorded Notice of Project Agreement, the signed settlement statement, and the title insurance policy.

E. REQUIRED CONSERVATION EASEMENT LANGUAGE: If the Project includes the purchase of 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 1st 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. 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 notice of project agreement, substantially in the form attached hereto, and shall record such notice with the local land records office.

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 Disclosure Form regarding potential conflicts of interest, in a form provided to the Cooperating Entity by TNC. If any material misrepresentation in the Disclosure 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.

Appendix F

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

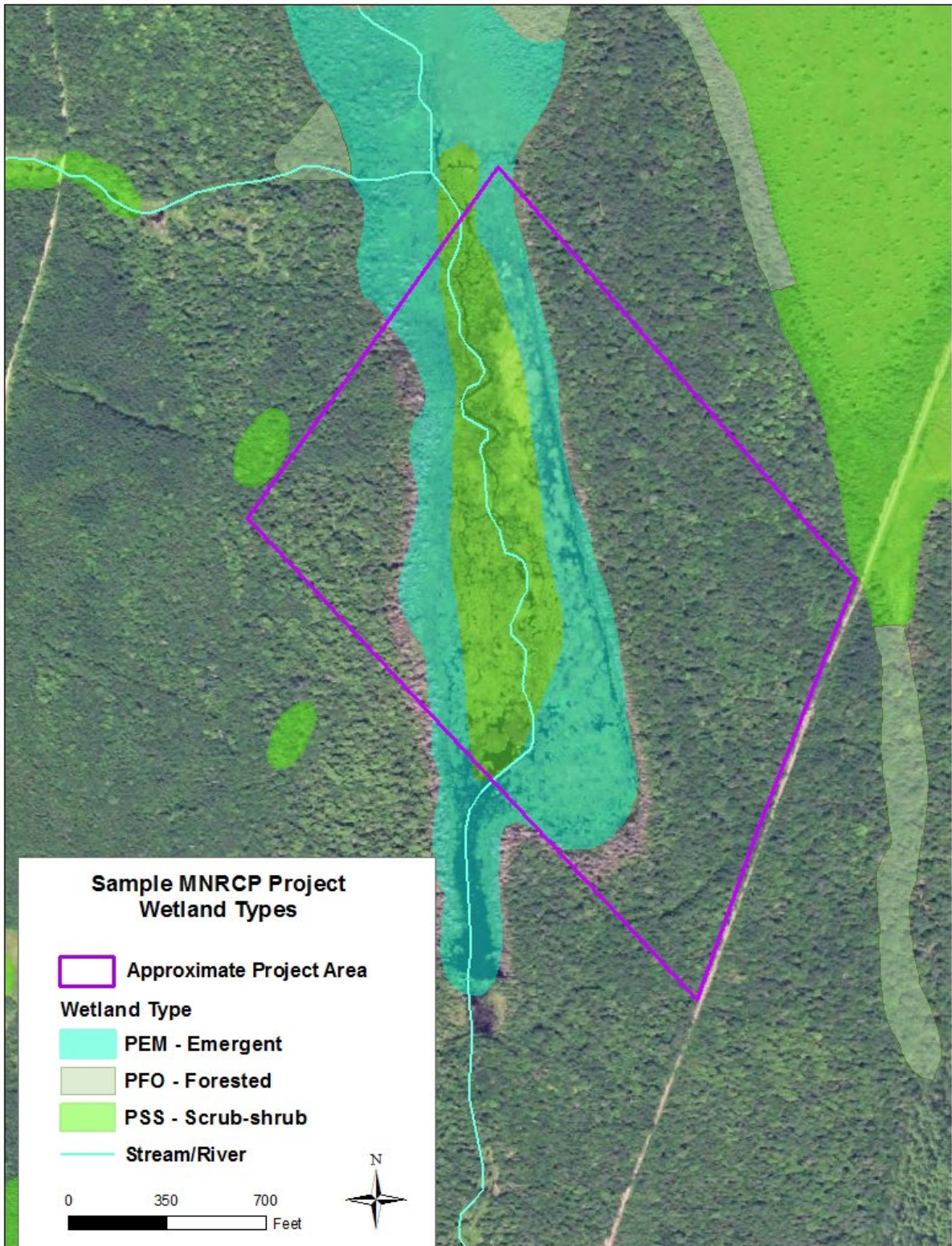
LAWS: Cooperating Entity certifies that, to the best of its knowledge, Cooperating Entity and its subsidiaries, principals and beneficial owners, if any:

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).

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, which certain lands are 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 the 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 Owner 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, _____-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 _____, 2022.

COOPERATING ENTITY

By: _____

Its: _____

State of Maine
County of

On this ____ day of _____, 2022, before me personally appeared _____, the _____ and authorized representative of the above-named Holder, _____, and acknowledged the foregoing instrument to be her/his free act in her/his said capacity, and the free act and deed of said corporation.

Printed Name: _____
Notary Public/Maine Attorney of Law
My Commission Expires: _____