

**COOPERATIVE AGREEMENT FOR THE MANAGEMENT AND  
MAINTENANCE OF THE  
MERE POINT – NORTHERN CASCO BAY ACCESS SITE IN  
BRUNSWICK, MAINE**

**THIS AGREEMENT** is entered into between the State of Maine, acting by and through its Department of Inland Fisheries and Wildlife with a mailing address of 41 State House Station, Augusta, Maine 04333-0041 (hereinafter referred to as the “Department”), and the Town of Brunswick, Maine with a mailing address of 28 Federal Street, Brunswick, Maine 04011 (hereinafter referred to as the “Town”).

**WHEREAS**, it is the responsibility and mission of the Department to conserve and enhance the fish and wildlife resources of Maine and to provide appropriate public access to these resources and their associated recreational opportunities, for the benefit of Maine's citizens; and

**WHEREAS**, it is the responsibility and intention of the Town to provide benefits for its residents that enhance their quality of life through increased recreational opportunities, which are consistent with its local plans and ordinances; and

**WHEREAS**, the Department supports the Mere Point Northern Casco Bay Access Site (hereinafter referred to as the “Facility”) by agreeing to provide and secure funding for land acquisition, construction, permitting costs and technical assistance; and

**WHEREAS**, in support of the Facility, the Department has: secured the United States Fish and Wildlife Service Grant No. F-30-L-47; acquired the lands and real estate interests described in deeds recorded in the Cumberland County Registry of Deeds at Book 17421, Page 133 (Middle Bay Yacht Club parcel); Book 17840, Page 093 (Joan Basket parcel); and Book 20037, Page 213 and Book 21977, Page 202 (Peter Knold fee and easement parcels, respectively), which parcels are also currently identified on the Town of Brunswick Tax Map MP2, Lots 39 and 43; 25; and 36 and portion of 34 respectively; secured the Maine Board of Environmental Protection's Findings of Fact and Order L-21373-NJ-A-N and L-21373-4E-B-N dated August 11, 2005; secured the Town of Brunswick, Planning Board, Case No. 05-109 Mere Point Boat Launch site plan approval dated July 25, 2006; and secured the United States Army Corps of Engineers Permit Number NAE-2005-89; and

**WHEREAS**, the Department anticipates the construction of the Facility to take place after January, 2007; and

**WHEREAS**, the Department additionally supports the Facility by cooperating with the Town for ongoing management of the Facility, and also by providing funding for future costs associated with maintenance, repair and future capital improvements, reconstruction and renovation of the Facility; and

**WHEREAS**, the Town, through its legislative body (the Town Council), supports the Facility by agreeing to enter an Agreement with the Department for joint management, operation and oversight of the Facility; and

**WHEREAS**, both the Department and the Town desire to cooperate as partners towards the successful acquisition, improvement and operation of the Facility for the primary purpose of providing boating access to the waters of Casco Bay and secondarily for providing other associated recreational benefits for Maine's citizens and the Residents of Brunswick.

**NOW THEREFORE, the TOWN and the DEPARTMENT agree as follows:**

- 1) Upon the Department's completion of the construction of the Facility, the Department hereby delegates to the Town day-to-day oversight and management of the Facility (being the two parcels described herein above and currently identified as Town of Brunswick Tax Map MP2, Lots 25, 39, and 43 and the improvements constructed thereon), and the Town shall have day-to-day oversight and management responsibility and shall use the Facility in a manner protecting the public interests in and controlling use on the Facility. As the Department is the owner of the Facility and is responsible for the permitting, permit conditions and construction associated with the Facility, the Department retains primary authority and ultimate control regarding operation and management of the Facility.
- 2) The Town agrees to provide for the day-to-day oversight and management of the Facility, and to notify the Department regarding any significant adverse activity or safety issues that may occur at the Facility.
- 3) The Department and the Town agree to operate the Facility for the principal purpose of providing recreational access to anglers and boaters for the launching and retrieval of watercraft, shoreline fishing, and parking associated with these activities, according to reasonable nondiscriminatory rules and regulations adopted by the Town and approved by the Department. The Facility shall remain without boat slips, public mooring facilities, or other non-boater amenities with the exception of those amenities included in the Facility design as approved by the Town's Planning Board and modified thereafter as agreed to by the Town and the Department.
- 4) The Department and the Town agree that the Town will operate the Facility as a twenty-four (24) hour access site for the launching and retrieval of boats, and limit non-boater use to one-half (½) hour before sunrise to one-half (½) hour after sunset. Should the Town identify a need to change hours of operation after the first full season of operation, the Town and the Department will work together to identify an appropriate solution. The Facility shall remain open and un-gated during the first full season of operation. Should the Town identify a need to gate the Facility as a result of changing hours of operation, the Town and the Department will work together to identify an appropriate solution.
- 5) The Department and the Town agree the Town shall enforce a limitation for use of the Facility to boats of twenty-four (24) feet overall length and under and that the Town shall use discretion in the enforcement of this limitation during emergency situations.

6) The Town and the Department agree that the operation of the Facility should attempt to maximize recreational opportunities associated with this public asset for benefits associated with angling and boating activities. The Town and the Department also agree that the Facility operation should attempt to provide citizens with other types of outdoor recreational opportunities, as the Town may deem appropriate, provided that these additional recreational opportunities do not interfere with the parking and launching opportunities for anglers and boaters.

7) The Department and the Town further agree that the Department will install signage as identified in the November 15, 2005 Merepoint Boat Launch Citizens Advisory Committee report to address on-site vehicle traffic, parking, Facility rules and regulations, and appropriate resource or conservation information and education to Facility users. These signs and their locations have been identified on the Signage Plan as approved by the Town's Planning Board (Plan 6 of submission) and modified thereafter as agreed to by the Town and the Department. Maintenance of signage will be a shared responsibility of the Town and the Department.

8) The Department and the Town agree to operate the Facility in a manner consistent with other water access sites in the Town and provide citizens with free access to the public waters of Brunswick and their associated recreational opportunities subject to Item 10 herein below. A budget, based on the Town's fiscal year, shall be prepared for the operation and maintenance of the Facility. This budget will be reviewed each year for adequacy in its ability to cover management goals and objectives. The Town and the Department shall review this budget on an annual basis to determine cost sharing needs.

9) The Town agrees to coordinate with the Department prior to making any capital improvements to the Facility. The Department agrees to provide support, technical assistance and financial assistance in order to address repair needs, and future capital improvement, reconstruction and renovation needs of the Facility. The Town and the Department shall jointly determine in advance the need, the timing, the method of implementation and the method of payment for all reconstruction and renovation projects that require funding from the Department.

10) The Town and the Department shall work together to identify appropriate sources of funding for labor and materials to cover identified needs in annual operating budgets reviewed by both parties. Funding mechanisms shall be developed in consultation between both parties and may include a consideration of user fees. Any such user fees collected must be used to directly support Facility operation and maintenance. In any event, both parties agree that, prior to the implementation of any non-commercial user fees associated with the Facility, the parties will meet to establish whether other funding mechanisms might better satisfy the purpose of the proposed fees.

11) The Department and the Town both have a strong commitment to protecting the water quality of Merepoint Bay and surrounding Casco Bay. The Department and the Town agree to manage and operate the Facility in a manner that minimizes the risk of pollution entering Maine waters. Specific measures shall include utilizing on-site informational kiosks to educate Facility users about best boating practices for maintaining water quality including measures to prevent

fecal coliform bacteria from entering tidal waters. The Department agrees to post signage, and the Town agrees to enforce Facility rules prohibiting on-site refueling and oil transfers, on-site boat washing, and on-site boat painting. The Town further agrees to monitor vault toilets as part of the routine facility maintenance, and require that all pet waste be removed from the Facility as currently enforceable by Town ordinance.

12) The Department and the Town agree that the Town will arrange for an attendant to be on-site from 7:00 am to 7:30 pm on all weekends and holidays during the boating peak season (Memorial Day weekend through Labor Day weekend) from the Facility's opening through the first full season of operation. The need for Facility staffing will be reviewed after the first full season of operation, and then annually, and staffing levels shall be adjusted accordingly through an agreement between the Town and the Department. The on-site attendant shall be trained in spill response and prevention techniques based on a Spill Prevention Control and Countermeasure Plan to be drafted by the Town and submitted to the Department. The attendant shall be familiar with boat launching and retrieval techniques, and trained to instruct boaters with, and enforce the proper use of, the color-coded post system at the launch.

13) The Department and the Town agree that the Town will add the Facility to its regular Department of Parks and Recreation ranger patrol schedule, and that police patrol will be provided as deemed necessary by the Brunswick Police Department.

14) The Department and the Town agree that the regular duties of Park Rangers monitoring the Facility shall include visual inspection of the launch, float system, make-ready and tie down areas, parking facilities, signage, vault toilets, foot bridge, picnic facilities, and benches to determine if maintenance is required, and if required to dispatch Department of Parks and Recreation maintenance crews.

15) The Department and the Town agree that the Town will be responsible for the regular maintenance of stormwater management system components in order to help ensure proper functioning. This work will include maintenance of vegetated swales, maintenance of culverts, maintenance of infiltration basins, and maintenance of catch basins as detailed in the "Proposed Stormwater Maintenance Measures" included in the November 17, 2005 Merepoint Boat Launch Citizens Advisory Committee report.

16) The Department and the Town agree that the Town may adopt a special use permit process to control commercial use of the Facility that has the potential to interfere with the parking and launching opportunities for recreational anglers and boaters.

17) This Agreement may be amended or modified with the mutual consent by signed agreement of both parties.

18) Notwithstanding any provision contained herein, the Department may terminate this Agreement at any time after the first full season of operation and after meeting with the Town in a good faith effort to consider alternative management agreements that would maintain the Town and the Department cooperative management. Should the Department terminate this Agreement, the Department may continue to operate the Facility and if so operated shall operate the Facility

in a manner consistent with local, state, and federal permit requirements. Prior to termination, the Department shall provide the Town with a written notice sixty (60) days before the termination of this Agreement takes effect.

19) Notwithstanding any provision contained herein, the Town may terminate this Agreement at any time after the first full season of operation and after meeting with the Department in a good faith effort to consider alternative management agreements that would maintain the Town and the Department cooperative management. Should the Town terminate this Agreement, the Department may continue to operate the Facility and if so operated shall operate the Facility in a manner consistent with local, state, and federal permit requirements. Prior to termination, the Town shall provide the Department with a written notice sixty (60) days before the termination of this Agreement takes effect.

20) In the event of termination of this Agreement, the Department may immediately, or at any time thereafter, re-enter and take full control and supervision of the Facility including any property located thereupon, whether real, personal or mixed and of all fixtures.

21) The Town shall communicate with the Department's Chief Planner, who is located at the Department's Augusta office, on at least an annual basis for the purposes of providing an update and review of Facility use and operations, review of Facility needs and budget, and review of major reconstruction or renovation needs. The Department reserves the right at all times to enter upon and inspect the Facility.

This **AGREEMENT** shall be binding upon all existing and future officials of the Department and the Town.

**IN WITNESS WHEREOF**, the parties have, by their duly authorized agents, executed this Cooperative Agreement this 26 day of March, 2007.

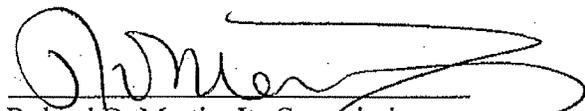
**For the INHABITANTS of the TOWN of BRUNSWICK, MAINE**

By:

  
Donald H. Gerrish, Its Town Manager

**For the STATE OF MAINE, DEPARTMENT OF INLAND FISHERIES AND WILDLIFE**

By:

  
Roland D. Martin, Its Commissioner