



SERVICE CONTRACT

DATE: 8/22/2019

ADVANTAGE CONTRACT #: 06A 20191007*1239

DEPARTMENT AGREEMENT #: N/A

CONTRACT AMOUNT: \$ 32,181

START DATE: 10/1/2019 END DATE: 12/31/2021

This Contract, is between the following Department of the State of Maine and Provider:

State of Maine DEPARTMENT

DEPARTMENT: ENVIRONMENTAL PROTECTION

Address: 17 State House Station

City: Augusta State: ME Zip Code: 04333

PROVIDER

PROVIDER: Town of Brunswick

Physical Address: 85 Union Street

City: Brunswick State: ME Zip Code: 04011

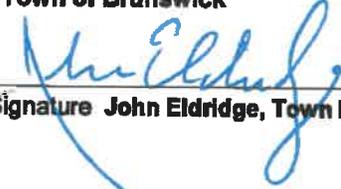
Provider's Vendor Customer #: VC1000011527

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

Department of ENVIRONMENTAL PROTECTION

Town of Brunswick


Signature **GERALD D. REID, COMMISSIONER** Date **10/4/19**


Signature **John Eldridge, Town Manager** Date **9/30/19**

Service Contract (SC) rev. June 2019

Upon final approval by the Division of Procurement Services, a case details page will be made part of this contract.

DEPARTMENT AND PROVIDER POINT OF CONTACTS

CONTRACT ADMINISTRATOR: The following person is designated as the Contract Administrator on behalf of the Department for this Contract. All financial reports, invoices, correspondence and related submissions from the Provider as outlined in Rider A, Reports, shall be submitted to:

Name: **Kristin Feindel**
Email: **Kristin.B.Feindel@maine.gov**
Address: **17 State House Station**
City: **Augusta** State: **ME** Zip Code: **04333**
Telephone: **(207) 215-3461**

PROGRAM ADMINISTRATOR: The following person is designated as the Program Administrator. This person will be able to respond to routine questions pertaining to the Contract; they will not be able to alter the scope of the Contract.

Name: **Same as Above**
Email:
Address:
City: State: **ME** Zip Code:
Telephone:

PROVIDER PAYMENT CONTACT: The following person is designated as the Contact Person on behalf of the Provider for the Contract. All contractual correspondence from the Department shall be submitted to:

Name: **Jared Woolston**
Email: **jwoolston@brunswickme.org**
Payment Address: **Town of Brunswick, 85 Union Street**
City: **Brunswick** State: **ME** Zip Code: **04011**
Telephone: **(207) 725-6660, ext. 4022**

RIDERS

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Funding Rider
<input checked="" type="checkbox"/>	Rider A – Scope of Work
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input checked="" type="checkbox"/>	Rider C – Exceptions - Additional Terms of Payment
<input checked="" type="checkbox"/>	Rider D – Federal Grant Terms & Conditions
<input type="checkbox"/>	Rider E – Lobbying Certificate if Over \$100,000
<input checked="" type="checkbox"/>	Rider F – None
<input checked="" type="checkbox"/>	Rider G – Identification of Country in Which Contracted Work will be Performed
<input type="checkbox"/>	Other – None

06A 20191007*1239

FUNDING RIDER

Internal Purposes Only

CODING: (Departments - Attach separate sheet as needed for additional coding.)

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR
\$ 14,000	013	06A	1351	23	6331	0651454	N/A	N/A	2020

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR
\$ 15,181	013	06A	1351	23	6331	0651454	N/A	N/A	2021

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR
\$ 3,000	013	06A	1351	23	6331	0651454	N/A	N/A	2022

Funding Total: \$ 32,181

The sources of funds and compliance requirements for this Contract follow:

State General Fund	\$
Dedicated/Special Revenue	\$
Federal Funds	\$ 32,181
Bond Funds	\$

D.E.P. must comply with 2 CFR 200.331 part f: https://www.ecfr.gov/cgi-bin/retrieveECFR?n=se2.1.200_1331 Requirements for Pass-through Entities, where a non-Federal entity must verify that every subrecipient is audited when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit Requirements: https://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1501&rgn=div8. Recipient's Duns # is 093631463. The sources of funds and compliance requirements for this Agreement are as follows:

\$32,181 from the U.S. Environmental Protection Agency Water Quality Management Planning and Assessment 604(b) Grant C69142314, Catalog of Federal Domestic Assistance (CFDA) 66.454. Use of funds shall be in accordance with restrictions contained in the appropriate CFDA; with applicable provisions of the Code of Federal Regulation, 2CFR Part 200, Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards.

**RIDER A
SCOPE OF WORK**

TABLE OF CONTENTS

- I. Acronyms
- II. Introduction/Overview
- III. Deliverables
- IV. Performance Measures
- V. Reports

I. ACRONYMS/DEFINITIONS:

The following terms and acronyms shall have the meaning indicated below as referenced in this Contract:

COMMONLY KNOWN ACRONYMS AND DEPARTMENT ABBREVIATIONS	
BAA	Business Associate Agreement
Contract	Formal and legal binding agreement
Department	State of Maine Department Entering into this Contract
EPA	Environmental Protection Agency
GAG	Grant Administrative Guidelines
NPS	Nonpoint Source
Provider	Organization providing services under this Contract
State	State of Maine

II. INTRODUCTION/OVERVIEW:

The purpose of this Contract is to develop a locally sponsored, watershed-based management plan for Mare Brook with specific action items to address the multiple water quality problems previously identified within the watershed and with the waterbody.

The Provider shall collect information related to watershed non-point source problems and supplement previous study data to develop a watershed management plan that includes EPA's nine minimum elements. Together with watershed residents and landowners, the Town will develop a watershed plan that will guide future watershed restoration and protection efforts

III. DELIVERABLES:

The Provider shall perform all services and maintain all standards and requirements for services provided under this Contract in accordance with the project work plan, **#20190012 Mare Brook Watershed-based Plan Development**, which is attached to this Contract. The work plan includes a list of tasks, schedules, costs and deliverables for the project.

IV. PERFORMANCE MEASURES:

The Provider agrees with the following provisions:

- A. Startup & Closeout. The Project will commence as soon as possible after the effective date of this grant agreement. The Provider is obliged to take action to conduct the work as scheduled and to close out the project by the project completion date specified in the work plan.

STATE OF MAINE | SERVICE CONTRACT

B. Environmental Data Quality Assurance. If the project involves environmentally-related measurements such as water quality sampling, monitoring, or sample analysis, then the work must be completed in accordance with a Quality Assurance Plan that is approved by Department prior to data acquisition.

C. NPS Grant Administrative Guidelines (GAG). The Provider will carry out projects in accordance with the Department document, NPS Grant Administrative Guidelines, which is available at <https://www.maine.gov/dep/water/grants/319-documents/2016GrantAdminGuidelinesFinal2.docx>

D. Acknowledgement. Provider shall acknowledge the Department and the USEPA in any materials, presentations, or press releases produced relative to the Project, as follows: "Funding for this project, in part, was provided by the U.S. Environmental Protection Agency under Section 604(b) of the Clean Water Act. The funding is administered by the Maine Department of Environmental Protection in partnership with EPA. EPA does not endorse any commercial products or services mentioned."

E. Provider Project Coordinator. The Provider will assign an individual to serve as Project Coordinator to represent the Provider. The Project Coordinator will serve as Provider's primary contact with the Department for project activities.

V. REPORTS

A. Required Reports

The Provider shall track and record all data/information necessary to complete the reports listed in the table below and in the project work plan, which is attached to this Contract:

	Name of Report	Report Form/Description in NPS GAG
1.	Semi-annual Progress Report	Appendix G.
2.	Final Project Report	Appendix J.

B. Reporting Schedule for Above Listed Required Reports

The Provider shall submit all of the reports listed in the table below to the Department in accordance with the deadlines established within the table below and in the NPS GAG:

	Name of Report:	Period Captured by Report:	Due Dates:
1.	Semi-annual Progress Report	May 1 – Oct. 31 Nov. 1 – April 30	November 15 May 15
2.	Final Project Report	Entire project period	Upon project completion

The Provider understands that the reports are due within the timeframes established and that the Department will not make subsequent payment installments under this Contract until such reports are received, reviewed and accepted.

The Provider further agrees to submit such other data and reports as may be requested by the Contract Administrator. The Provider shall submit all data and reports to the Contract Administrator listed in section "DEPARTMENT AND PROVIDER POINT OF CONTACTS" of this Agreement.

**RIDER B
TERMS AND CONDITIONS**

1. **INVOICES AND PAYMENT**: Department will pay the Provider as follows: Payment terms are net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documents. Provider shall submit detailed invoices, itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Department and Advantage Contract numbers for this contract.
2. **BENEFITS AND DEDUCTIONS**. If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.
3. **INDEPENDENT CAPACITY**. In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.
4. **DEPARTMENT'S REPRESENTATIVE**. The Contract Administrator shall be the Department's representative during the period of this Contract. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Contract are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.
5. **CHANGES IN THE WORK**. The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.
6. **SUB-AGREEMENTS**. Unless provided for in this Contract, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Contract Administrator. Any sub-agreement hereunder Entered into subsequent to the execution of this Contract must be annotated "approved" by the Contract Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.
7. **SUBLETTING, ASSIGNMENT OR TRANSFER**. The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Contract Administrator. No subcontracts or transfer of Contract shall in any case release the Provider of its liability under this Contract.
8. **EQUAL EMPLOYMENT OPPORTUNITY**. During the performance of this Contract, the Provider agrees as follows:
 - a. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The

STATE OF MAINE | SERVICE CONTRACT

Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

- b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
 - c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
 - e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
 - f. Providers and subcontractors with Contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs, which programs must conform with applicable state and federal laws, rules and regulations.
 - g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
9. EMPLOYMENT AND PERSONNEL. The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any (a) state employee or (b) any former state employee who participated in any way in the solicitation, award or administration of this Agreement. This restriction shall not apply to regularly retired employees or any employee who has out of state employment for a period of twelve (12) months.
10. WARRANTY. The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Contract. For breach or violation of this warranty, the Department shall have the right to annul this Contract

STATE OF MAINE | SERVICE CONTRACT

without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. ACCESS TO RECORDS. As a condition of accepting an Contract for services under this section, a Provider must agree to treat all records, other than proprietary information, relating to personal services work performed under the Contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the Department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the Provider and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the Contract and information concerning employee and Contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.
12. TERMINATION. (a) The performance of work under the Contract may be terminated by the Department whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective. Upon such termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination. (b) Either party may terminate this Agreement for cause by providing a written notice of termination stating the reason for the termination. Upon receipt of the notice of termination, the defaulting party shall have fifteen (15) business days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) business days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default with the initial 15 days.
13. GOVERNMENTAL REQUIREMENTS. The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.
14. GOVERNING LAW. This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.
15. STATE HELD HARMLESS. The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

STATE OF MAINE | SERVICE CONTRACT

16. NOTICE OF CLAIMS. The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed that is related in any way to the Contract or which may affect the performance of duties under the Contract, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Contract or which may affect the performance of duties under the Contract.
17. APPROVAL. This Contract must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.
18. INSURANCE. The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Contract, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.
19. NON-APPROPRIATION. Notwithstanding any other provision of this Contract, if the State does not receive sufficient funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Contract.
20. SEVERABILITY. The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
21. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:
 - Rider C Exceptions
 - Rider B Terms and Conditions
 - Rider A Scope of Work
 - Funding Rider
 - Rider D Included at Department's Discretion
 - Rider E Included at Department's Discretion
 - Rider F Included at Department's Discretion
 - Rider G Identification of Country in which contracted work will be performed
 - Business Associate Agreement included at Department's Discretion
 - Other Included at Department's Discretion
22. FORCE MAJEURE. The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.
23. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Contract up to any amounts due and owing to the State with

STATE OF MAINE | SERVICE CONTRACT

regard to this Contract, any other Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

24. **ENTIRE CONTRACT.** This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.
25. **AMENDMENT:** No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Provider.
26. **DEBARMENT, PERFORMANCE, AND NON-COLLUSION CERTIFICATION:** By signing this Contract, the Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:
- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
 - b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
 - c. Have not Entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

RIDER C

EXCEPTIONS

The Department will pay the Provider as follows:

Invoices must be directly from the Provider. Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. A final invoice(s) must be submitted by Provider within 45 days of contract end date.

RIDER D

Federal Grant Terms & Conditions

The sub-recipient agrees to comply with the current EPA general terms and conditions available at: <http://www.epa.gov/grants/grant-terms-and-conditions>

1. UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

In accordance with the USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance programs, the Sub-recipient agrees to take Six Good Faith Efforts to assure that disadvantaged business enterprises are used as subcontractors, when possible.

A. Fair Share Objective Goal

The overall Disadvantaged Business Enterprises (DBE) "fair share" goal for this Agreement is 2.28%. Goals for Minority-Owned Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE) participation are .64% for MBE and 1.64% for WBE. The Sub-recipient must demonstrate a good faith effort toward meeting the goals.

To identify certified MBE and WBE firms for the purposes of compliance with the terms of this Agreement, at a minimum, the Sub-recipient will use the DBE list maintained by the Maine Department of Transportation and available on their website at <http://www.maine.gov/mdot/disadvantaged-business-enterprises/pdf/directory.pdf>. For trades not listed in the MDOT directory, additional certified businesses may be listed in the Massachusetts State Office of Minority and Women Business Assistance (SOMWBA) web site, found at: <http://www.somwba.state.ma.us>

B. Six Good Faith Efforts, 40 CFR, Part 33.301.

The Sub-recipient agrees to make the following six good faith efforts whenever procuring construction, equipment, services and supplies under this agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

(1) Require Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State, and local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(2) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(3) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

STATE OF MAINE | SERVICE CONTRACT

(4) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(5) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce in finding DBEs.

(6) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (1) to (5) of this section.

C. Contract Administrative Provisions, 40 CFR, Section 33.302

The Sub-recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

D. MBE/WBE REPORTING

The Sub-recipient is required to submit MBW/WBE Utilization Reports to the Department until the project is completed. The Department will provide a Form for the MBE/WBE Utilization Report.

2. DRUG-FREE WORKPLACE CERTIFICATION FOR ALL EPA RECIPIENTS

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards and keep this information on file during the performance of the award. Those recipients who are individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300. The consequences for violating this condition are detailed under Title 40 CFR 36.510. Recipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr36_06.html.

3. HOTEL-MOTEL FIRE SAFETY

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

4. LOBBYING AND LITIGATION - ALL RECIPIENTS

The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities

5. LOBBYING -- ALL RECIPIENTS

The recipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000 and require that subrecipients submit certification and disclosure forms accordingly. In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR

STATE OF MAINE | SERVICE CONTRACT

Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

6. MANAGEMENT FEES

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

7. RECYCLING AND WASTE PREVENTION

In accordance with the polices set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007) and or 40 CFR 30.16, the recipient agrees to use recycled paper and double-sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

STATE AGENCIES AND POLITICAL SUBDIVISIONS

In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

8. AUDIT REQUIREMENTS

Federal regulations stipulate that an audit is required for any subgrantee expensing more than \$500,000 in funds from all federal sources within a fiscal year (see Title 40, Chapter 1, Part 31, Subpart C, Section 31.26). Sub-recipient agrees to comply with this requirement. In the event that an audit is necessary relative to Section 31.26, Sub-recipient agrees to meet the audit requirements of that section and to submit a copy of the audit report to the Department. This audit report may be part of the organization's annual audit. In that event, the portion(s) of the audit report relating to the Project shall be highlighted so as to be readily located and accessed.

9. PAYMENT TO CONSULTANTS

EPA will limit its participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors to the maximum daily rate for level 4 of the Executive Schedule unless a greater amount is authorized by law. See <https://www.gpo.gov/fdsys/pkg/CFR-2011-title40-vol1/pdf/CFR-2011-title40-vol1-sec30-27.pdf>.

10. COPYRIGHTS

Abide by 40 CFR section 31.34, which allows the U.S. Environmental Protection Agency (EPA) a royalty free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for federal government purposes, (1) the copyright in any work developed under a grant, sub-grant,

STATE OF MAINE | SERVICE CONTRACT

or agreement and (2) any rights of copyright to which a grantee, sub-grantee, or a contractor purchases ownership with grant support.

11. EQUIPMENT

Abide by 40 CFR section 31.32 regarding disposition of equipment acquired using federal funds provided by this agreement.

12. REQUIRMENT FOR DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBERS

Subrecipients must provide a DUNS number before receiving subaward from DEP

13. CONFLICT OF INTEREST (COI)

EPA's COI Policy includes subrecipients who receive subawards regardless of amount including, but not limited to, consulting fees or other compensation paid by contractors to employees, officers, or agents of the subrecipient and/or members of their Immediate Families. Situations that create, or may create, an unfair competitive advantage or that appears as such and has the potential to undermine the impartiality of a person because of the possibility of a clash between the person's self-interest and professional interest or public interest.

Subrecipients being considered for a subaward must disclose to DEP a COI situation within 30 calendar days of becoming aware of a COI. This disclosure must be in writing preferably through email communication. Subrecipients must provide to DEP any information regarding measures to eliminate, neutralize, mitigate or resolve the COI. If subrecipients do not discover a COI, they do not need to advise DEP of the absence of a COI.

Upon DEP receiving notice from the subrecipient of a potential COI and the approach for resolving it, DEP will then make a determination regarding the effectiveness of these measures within 30 days of receipt of the subrecipient's notice, unless a longer period is necessary due to the complexity of the matter.

Subrecipients may not request payment from DEP for costs for transactions subject to the COI pending notification of DEP's determination. Failure to disclose a COI may result in cost disallowances. Disclosure of a potential COI will not necessarily result in DEP disallowing costs, with the exception of procurement contracts that the Agency determines violate 2 CFR 200.318(c) (1) or (2), provided the subrecipient notifies DEP of measures the subrecipient has taken to eliminate, neutralize or mitigate the conflict of interest when making the disclosure.

EPA's COI Policy is applicable to new funding (initial awards, supplemental, incremental funding) awarded on or after October 1, 2015. This COI term and condition supersedes prior COI terms and conditions for this award based on either EPA's May 22, 2015 Revised Interim COI Policy or December 26, 2014 Interim COI Policy.

14. TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (TVPA)

You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not engage in severe form of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced laboring in the performance of the award or subawards under the award. (See section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104 (g)).

STATE OF MAINE | SERVICE CONTRACT

15. CYBERSECURITY TERM AND CONDITIONS

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition. If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Office (PO) and work with the designated Regional/Headquarters Information Security officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

Vendor Name: _____ CT_ #: _____ Date: _____

**Certification Regarding
Debarment, Suspension and Other Responsibility Matters
Primary covered Transactions**

This Certification is required by the Regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The Regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE SIGNING THIS CERTIFICATION, PLEASE READ THE ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.b of this Certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

JOHN ELDRIDGE TOWN MANAGER

Name and Title, Authorized Representative

John Eldridge
Signature

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the Certification set out below.
2. The inability of a person to provide the Certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the Certification set out below. The Certification or explanation will be considered in connection with the Department of Environmental Protection determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a Certification or an explanation shall disqualify such person from participation in this transaction.
3. The Certification in this clause is material representation of fact upon which reliance was placed when the Department of Environmental Protection determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous Certification, in addition to other remedies available to the Federal Government, the Department of Environmental Protection may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the Department of Environmental Protection if at any time the prospective primary participant learns its Certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department of Environmental Protection for assistance in obtaining a copy of these regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Environmental Protection.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions” provided by the Department of Environmental Protection, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

STATE OF MAINE | SERVICE CONTRACT

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Lists of Parties Excluded from Procurement or Nonprocurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department of Environmental Protection may terminate this transaction for cause or default.

RIDER G

IDENTIFICATION OF COUNTRY

IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:

- United States. Please identify state: Maine**
- Other. Please identify country: Enter Country**

Notification of Changes to the Information

The Provider agrees to notify the Division of Procurement Services of any changes to the information provided above.

Other:

None.

#20190012 Mare Brook Watershed-based Plan Development

Grantee: Town of Brunswick

I. Project Title and Applicant's Organization

Project Start Date	October 2019
Project Completion Date	December 2021

II. Waterbody and Watershed Information**a. Background**

Waterbody Name	Mare Brook
Waterbody Size (e.g., lake acres, stream miles)	1.4 stream miles
Watershed Area (acres or square miles)	5.8 Square miles or 3,648 acres
Watershed Location (town(s), county(s))	Brunswick, Cumberland County
Is water quality listed as impaired?	Yes
If impaired, what is the listed cause(s) and/or impaired use?	Benthic-Macroinvertebrate Bioassessments (Streams) and Habitat Assessment (Streams)
Name and date of any DEP TMDL report(s) for the waterbody.	Maine's Statewide Impervious Cover (IC) Total Maximum Daily Load, 2012

b. Waterbody and Watershed Physical Characteristics

Mare Brook is located within the Town of Brunswick, on the mid-coast of the State of Maine in the northeastern corner of Cumberland County, the State's most populous county. The Town of Brunswick is comprised of approximately 22,000 residents and encompasses 49.7 square miles of land ranging from suburban to rural in character. The location of the brook and the limits of the watershed are shown on the Mare Brook Watershed Map included in Section IV.

Mare Brook begins in an area of dense residential development in the northwest corner of the approximately 5.8- square mile Mare Brook watershed above Baribeau Drive in Brunswick. It flows east through these developments toward Bowdoin College's athletic fields on Harpswell Road before reaching Coffin Pond and Coffin Pond Dam upstream of Harpswell Road. The stream continues through land owned by the Midcoast Regional Redevelopment Authority (MRRA) (Brunswick Executive Airport) flowing through a ¾ mile long culvert underneath the airport runway. It then flows an additional 0.7 miles to its confluence with Merriconeag Stream which flows in from the north. Mare Brook is a freshwater stream to head of tide near the Liberty Road crossing, becoming more saline within the Harpswell Cove estuary. This section of the stream passes through land owned and operated by the U.S. Navy and the Kate Furbish Preserve (owned by the Town of Brunswick) and eventually into Harpswell Cove in the southeast corner of the watershed.

Unlike typical urban streams, Mare Brook has large areas of highly buffered shoreline and the watershed contains 38.7% forest and wetland complexes². However, the remaining 61% of land is urban and has led to alteration of the stream and degradation to habitat and water quality. Land-use estimates are from the 2012 Maine DEP TMDL land use file and reflect the methods used in this publication (Maine DEP 2012). It should be noted that land use estimates are not

exact but do offer a general understanding of development distribution within the watershed.

Merriconeag Stream is an important part of the Mare Brook watershed. This stream begins at Beaver Road in the northeast corner of the watershed, flowing south until it reaches Picnic Pond, upstream of the Purinton Road crossing. After crossing the Picnic Pond Dam, Merriconeag Stream continues winding its way south towards its confluence with Mare Brook. Because of its location on the former Brunswick Naval Air Station (BNAS) property, Merriconeag Stream contributes elevated levels of legacy pollutants into Mare Brook¹.

c. Description of Waterbody Uses and Value

Mare Brook is an Urban Impaired Stream, which is under stress from mixed urban uses including transportation, commercial use, single family residences, urban open space, forested and wetlands. Despite the stresses, the stream provides habitat for brook trout. It flows through the heart of Brunswick's residential districts, Brunswick Landing (former Naval Air Station), and public conservation lands including the Town Commons and Kate Furbish Preserve. Historically, the brook supported native brook trout populations given its cool groundwater discharge and clean sandy substrate. Sea run brook trout are seasonally fished by locals up to the downstream end of the impoundment at Picnic Pond. In a 2015 survey report, MDIFW indicated that Mare Brook has a healthy population of brook trout, and other fish in many of its non-tidal reaches. Public recreation opportunities such as fishing and ice skating also exist at Coffin Pond easily accessible by the public by vehicle. Water quality and geomorphic improvements to the brook in these upper residential reaches will increase public use and should have a measured positive effect on wildlife movement and habitat.

Additionally, Mare Brook has economic significance to the Town. It drains to one of the most important shellfish growing areas in Harpswell Cove, where 2,500 bushels of softshell clams are harvested annually. NPS pollution has historically caused sections of the cove to be restricted for harvesting.

III. NPS Pollution Problem / Need:

a. Water Quality Overview

Mare Brook was included in Maine's Statewide Impervious Cover (IC) Total Maximum Daily load (TMDL) report (Maine DEP 2012) based on data collected in 2001-2003 by the Maine DEP indicating that Mare Brook does not meet water quality standards for aquatic life use. The watershed's 18% impervious cover is the primary cause of this non-attainment.

IV. Watershed Nonpoint Pollution Sources and NPS Mitigation Activities

a. Summary of Past Watershed Assessments and Most Important Nonpoint Sources

A significant number of studies and projects have occurred in the Mare Brook Watershed. See Task 3 for a list of studies since 2015. In 2015, the Town of Brunswick applied for, and was awarded, a Coastal Communities Grant to fund a preliminary assessment of Mare Brook². By completing an updated baseline assessment of the physical and ecological characteristics of Mare

¹ A summary of legacy toxics in the Merriconeag Stream sub-watershed and within the former Brunswick Naval Air Station can be found in [this](#) 2005 U.S. Department of Health and Human Services Public Health Service Report (U.S. Department of Health and Human Services 2005).

² Mare Brook: Baseline & Best Management Practices Report, December 2016. Town of Brunswick & FB Environmental.

Brook, the Town of Brunswick had the necessary data to engage the public in a facilitated and locally-guided planning process. The project determined: most of the riparian corridor of Mare Brook contains intact floodplains and buffers; a variety of fish live in Mare Brook and Merriconeag Stream including: Brook Trout, 9 Spine Stickleback, American Eel, and Lake Chub; poor aquatic insect populations in areas of the stream is suspected to be a result of an influx of sand (source unknown) and mass movement of sandy substrate; fish passage is limited by existing culverts and dams, and; legacy pollution remains in areas around the former Brunswick Naval Air Station. This preliminary assessment work provided recommendations for restoring stream health. The report identified water quality knowledge gaps and made recommendations for filling in these gaps through additional monitoring, assessment, and/or restoration.

Finally, recent Mare Brook watershed specific management plan development guidance from the MDEP³ identified the need for further stressor analysis of the brook. The analysis needs to include identification of proximate stressors and casual pathways done by identifying discrete habitat issues for specific stream reaches. Assessment work will extend to areas upstream of Baribeau Avenue. Geomorphic work also needs to be conducted to determine required in-stream work and road crossing affects and potential field fixes.

b. Description of Watershed Activities to Address NPS Sources

The Town of Brunswick is still in the data collecting phase and the baseline report recommends that additional monitoring data be collected. The baseline report also identified that Habitat Restoration, Education and Outreach, Watershed Surveys and an Action Plan, are important next steps to addressing NPS Sources. The Town has identified that they need to complete a WMP that includes the key baseline recommendations and meets the EPA nine element plan requirements as the next step to beginning to address NPS sources in the future.

V. Purpose:

The purpose of this project is to develop a locally sponsored, watershed-based management plan for Mare Brook with specific action items to address the multiple water quality problems previously identified within the watershed and with the waterbody.

The project will collect information related to watershed non-point source problems and supplement previous study data to develop a WMP that includes EPA's nine minimum elements. Together with watershed residents and landowners, the Town will develop a WMP that will guide future watershed restoration and protection efforts.

VI. Partner Coordination, Roles and Responsibility

- **Maine Department of Environmental Protection** will administer project funding, serve as the project advisor and provide project and technical support.
- **The US Environmental Protection Agency** will provide project funding and work plan guidance.
- **The Town of Brunswick Maine** will serve as the grant manager and local partner, providing cash and in-kind match, technical assistance, and significant input into project.
- **The Cumberland County Soil & Water Conservation District** will serve as the Sub-Grantee of the project and provide significant technical and administrative support.

³ Mare Brook: Kristin Feindel, MDEP Telecon dated February 4, 2019.

- A **Geomorphologist** and an **Environmental Chemist** will be hired (following procurement procedures in the DEP’s NPS Grant Administrative Guidelines) to provide essential technical and planning services.

VII. Tasks, Schedules and Estimated Costs:

All press releases, outreach materials, project signs, and plans will acknowledge that the project is funded in part by the United States Environmental Protection Agency under Section 604(b) of the Clean Water Act. Project staff will consult with DEP on EPA’s public awareness terms and conditions for Section 319 grants before the project commences. In addition, project staff will consult with DEP and EPA before project signs are designed. Refer to the Grant Agreement, Rider A. Section III. F. Acknowledgement.

TASK #1: Project Management

The Town of Brunswick will administer the project according to the grant agreement with DEP. The Grantee, and CCSWCD, as Sub-Grantee, sign contracts outlining project roles, responsibilities and funding arrangements. The Town working with CCSWCD will select through competitive bid all needed project sub-consultants (e.g. Geomorphology, Environmental Chemistry, etc.). The Town will complete Letters of Agreement to define all project roles to be carried out to complete the work plan. CCSWCD will track project progress, expenses and local match, perform invoicing, submit semi-annual progress reports, and deliver a Final Project Report. A preliminary schedule for the project is included as an attachment.

DELIVERABLES: Sub-Agreements, Semi-Annual Progress Reports, and Final Project Report.

Start and Completion Dates	October 2019 – September 2021	
Grant Cost: \$4,419.56	Match Cost: \$2,520	Total Cost: \$6,939.56
Breakdown of Grant Cost by Cost Category: \$4,419.56 Subgrant		
Breakdown of Match by Cost Category: \$2,520.00 Salary & Fringe		

TASK #2: Steering Committee Meeting Coordination & Landowner Participation

The Town of Brunswick and CCSWCD will convene a Steering Committee that will facilitate throughout the Watershed Management Plan development process and will consist of representatives from the following key stakeholder groups:

- Town of Brunswick
- Maine Department of Environmental Protection
- Maine Department of Marine Resources
- Midcoast Regional Redevelopment Authority
- Bowdoin College
- Department of the Navy
- Casco Bay Estuary Partnership
- Friends of Mare Brook and Coffin Pond
- Brunswick Area Citizens for a Safe Environment (BACSE)
- Municipal staff, citizen volunteers and CCSWCD will all have roles in this task. CCSWCD will be responsible for meeting coordination, facilitation and recording while municipal staff and citizen volunteers will be responsible for meeting participation and contribution into the Watershed Management Plan’s development.

Six Steering Committee meetings will be held throughout the course of the two-year project. The

first will serve as an initial kickoff meeting to present the project scope/timeline and establish roles and responsibilities for various committee members. The intermediary meetings will include preliminary planning and preparation for the stakeholder kickoff meeting; work on management plan prioritization; and, check-ins to ensure that the various tasks are being completed on time and within the budget. As such, they will provide an important opportunity for the committee to recommend any adjustments needed to remain within the project scope. The sixth and final meeting will occur near the end of the project timeline so the committee can ensure that all tasks have been completed in accordance with the project scope. It will also involve planning and preparation for the presentation of the draft WMP to the Brunswick Town Council.

DELIVERABLES: Meeting Summaries and Participant Lists

Start and Completion Dates	October 2019 – September 2021	
Grant Cost: \$2,232.05	Match Cost: \$6,650.54	Total Cost: \$8,882.59
Breakdown of Grant Cost by Cost Category: \$1,994.93 Subgrant, \$237.12 Travel		
Breakdown of Match by Cost Category: \$6,650.54 Salary & Fringe		

TASK #3: Identify and Summarize Existing Data

The Town, CCSWCD and Subcontractors will identify, summarize and assess the importance of all relevant data for the watershed characterization process based on an inventory of existing documents, GIS and data. This will include the completion of limited field evaluations to confirm data and potentially fill any data gaps. Municipal staff will provide these documents and GIS data to assist with this task.

Significant information is available from past studies that includes data related to geomorphology, fish passage, riparian and stream corridor condition, and water chemistry. Before using pre-existing data, project staff will evaluate the data to determine if the data is acceptable to use for this project. Staff will prepare a brief “Secondary Data Quality Assurance Guidance” describing how the data will be evaluated. Project staff will document evaluations in a table: data type; data source (originating organization, report title, date); how data will be used for the project; and limitations on data use, if any. Documents and data that will be reviewed include, but are not limited to, those identified in the following Data Analysis Table.

DATA ANALYSIS TABLE

- Coastal Communities Planning Grant, Town 7/1/2015
- Gap Analysis/Data Catalogue, FB 11/16/2015
- Mare Brook Technical Advisory Committee meeting notes (3), 2015 - 2016
- Stressor Analysis Methodology, FB 4/2016
- 2016 Monitoring Plan – Revised, FFB 7/13/2016
- Mare Brook 2016 Macroinvertebrate Chamber Monitoring, MDEP 8/2016
- Bacteria Sampling of Upper Steam Hotspot, MDEP 9/2016
- Mare Brook Fish Passage Assessment, Stantec 10/25/2016
- Mare Brook Geomorphic Assessment, Stantec 10/25/2016
- Mare Brook Riparian Habitat Assessment, Stantec 10/27/2016
- Mare Brook 2016 Water Quality Monitoring, MDEP 11/2016
- Mare Brook Baseline and Best Management Practices Report, FB 12/2016

- Mare Brook Streambank Erosion Rate Predictions, CCSWCD 2017
- Mare Brook Water Quality sampling, BHS student Erin Coughlin 2018/2019
- Brunswick and MDEP GIS Stormwater Outfall and Infrastructure data
- Relevant sections of Town of Brunswick ordinances and Comprehensive Plan

Items may be added to this list throughout the course of the project depending on their timeliness and relevance.

DELIVERABLES: Synopsis of Data and Gaps, including Secondary Data Quality Assurance Guide.

Start and Completion Dates	October 2019 – March 2020	
Grant Cost: \$1,880.54	Match Cost: \$2,759.50	Total Cost: \$4,640.04
Breakdown of Grant Cost by Cost Category: \$1,880.54 Subgrant		
Breakdown of Match by Cost Category: \$630.00 Salary & Fringe, \$2,129.50 Contractual		

TASK #4: Collect Additional Data / Stream Assessment

CCSWCD will manage Subcontractor field survey activities to build on the surveys conducted between 2002 and 2017 to provide valuable baseline information on the basic physical and ecological characteristics of Mare Brook. The Town will conduct a competitive bid process to hire as needed subcontractor assistance. Additional data/analyses will be limited to only those that provide further understanding of the proximate stressors and pathways; physical components of the stream channel and riparian corridor (geomorphic survey/culvert and outfall survey); and ground-based stormwater infrastructure components. Assessment work will be extended into mostly unstudied areas upstream of Baribeau Drive.

Subtask 4a. Stressor Analysis: A Stressor Analysis will be conducted for the mainstem of the brook using the ‘MDEP Guide to identifying NPS Stream Stressors’ 2019 (if available). The analysis will include identification of proximate stressors and causal pathways (i.e. the environmental condition causing the impairment). To date, the proximate stressor for a majority of the mainstem appears to be altered physical stream habitat. Once identified, upland drainage characteristics within specific brook segment subcatchments will be compared to distinct habitat impairment issues associated within the respective reach.

DELIVERABLES: Stressor Analysis and Data Compilation Summary

Start and Completion Dates	April 2020 – December 2020	
Grant Cost: \$1,871.92	Match Cost: \$1,439.60	Total Cost: \$3,311.52
Breakdown of Grant Cost by Cost Category: \$1,871.92 Subgrant		
Breakdown of Match by Cost Category: \$1,439.60 Contractual		

Subtask 4b. Geomorphic Assessment: A geomorphic study of Mare Brook will be conducted to build on previous studies, quantify changes to the stream channel and provide insight into the effects of existing stormwater management practices on the stream's habitat. The work will be extended into previously unstudied areas upstream of Baribeau Drive. The applied geomorphic work will be used to determine which road crossings, culverts and in-stream areas are most important to address and how to address them. The applied assessment will include: a background review and historic assessment, a review of previous geomorphic studies, reach delineation, rapid geomorphic assessment, detailed geomorphic assessment following standard protocols approved by Maine DEP, data integration and analysis, geomorphic condition base-line

monitoring, and establishing the structure for a long-term monitoring program. The results of the geomorphic assessment will be used to identify priority sites for stream crossing upgrades and in-stream habitat restoration of which three sites will be chosen for the development of conceptual restoration designs that will showcase techniques that might also be applied to other priority reaches. Detailed geomorphic assessment of these three sites will be done and designs will be completed as part of this project and provided as a project deliverable. A Quality Assurance Project Plan (QAPP) will be developed by CCSWCD, or its qualified consultant, for the geomorphological assessment and provided to Maine DEP for its review and approval prior to conducting the assessment. The QAPP will be developed in accordance with the Maine DEP Quality Management Plan. A summary report will be provided as a project deliverable and will include documentation of all field activities as well as specific recommendations for addressing issues that were identified in the survey.

DELIVERABLES: QAPP, Geomorphic Assessment Report, 3 Conceptual Restoration Designs

Start and Completion Dates	April 2020 – December 2020	
Grant Cost: \$609.59	Match Cost: \$8,800.00	Total Cost: \$9,409.59
Breakdown of Grant Cost by Cost Category: \$609.59 Subgrant		
Breakdown of Match by Cost Category: \$8,800.00 Contractual		

Subtask 4c. Culvert & Outfall Ground-Truthing Studies: In combination with the geomorphic assessment, the Town/CCSWCD will conduct a watershed wide culvert and stormwater outfall inventory, documenting the location and condition of culverts and stormwater outfalls within the stream corridor. While the geomorphic assessment may include review of some culverts and stormwater outfalls, this task will focus on the condition and maintenance needs of all culverts. The culvert survey will evaluate the impact of culverts or other stream crossing structures, identify barriers to fish and other wildlife, and set priorities for restoration. CCSWCD will ask Maine Department of Inland Fisheries and Wildlife to conduct a pit tag survey at the ¾-mile long culvert under the airport runway to identify if trout are able to navigate from one end to the other. The outfall reconnaissance inventory will identify the location and condition of stormwater outfalls in the stream, identify potential illicit discharges, and prioritize outfalls for follow-up monitoring or replacement. A Survey Implementation Plan (SIP), under the *Maine Lake & Stream Watershed Survey Generic QAPP*, will be developed and provided to Maine DEP for review and approval prior to conducting the survey.

DELIVERABLES: SIP, Culvert and Outfall Summary Report

Start and Completion Dates	April 2020 – September 2020	
Grant Cost: \$6,822.13	Match Cost: \$2,129.40	Total Cost: \$8,951.53
Breakdown of Grant Cost by Cost Category: \$6,822.13 Subgrant		
Breakdown of Match by Cost Category: \$630.00 Salary & Fringe, 1,499.40 Contractual		

Subtask 4d. Compilation and Prioritization of Potential Stormwater Retrofits The first step of the watershed retrofit reconnaissance will be to locate and map the existing upland hydrology and stormwater management infrastructure. The reconnaissance will include an assessment of land uses and existing stormwater practices and potential retrofit sites within the watershed. The land use assessment and retrofit possibilities could provide stormwater treatment in locations where practices previously did not exist or were ineffective; or, include modifications to existing stormwater practices or construction of new practices. Specific in-

stream needs, such as culvert retrofits and riparian recovery sites (from previously executed Subtasks) will be included in the prioritization process. The impact, cost, and feasibility of the identified BMPs, structural, non-structural, and habitat retrofits will be assessed. Using this information and input from the Steering Committee, the potential retrofits and BMPs will be prioritized. The final document will include a complete listing of retrofit BMP opportunities and cost estimates for addressing these concerns, GIS maps of the hot spots, and the retrofit prioritization.

DELIVERABLES: Potential Stormwater Retrofits and Retrofit BMP Prioritization Report

Start and Completion Dates	January 2021 – August 2021	
Grant Cost: \$5,820.19	Match Cost: \$1,730.00	Total Cost: \$7,550.19
Breakdown of Grant Cost by Cost Category: \$5,741.15 Subgrant, \$79.04 Travel		
Breakdown of Match by Cost Category: \$630.00 Salary & Fringe, \$1,100.00 Contractual		

TASK #5: Pollutant Load Modeling

CCSWCD will analyze and compile the relevant data sources into a concise and cohesive summary that identifies and describes the most likely pollutant sources and establishes estimates for the relative pollutant contributions of each.

DELIVERABLES: Pollutant Load Summary Report.

Start and Completion Dates	June 2021 – September 2021	
Grant Cost: \$1,744.87	Match Cost: \$157.50	Total Cost: \$1,902.37
Breakdown of Grant Cost by Cost Category: \$1,744.87 Subgrant		
Breakdown of Match by Cost Category: \$157.50 Salary & Fringe		

TASK #6: Public Input

In addition to the Steering Committee meetings, three public meetings will be held serving as the primary method for involving the public and receiving feedback on the plan. These meetings will capture local and historical knowledge of the watershed, foster community support for the WMP, inspire stewardship of our natural resources (specifically Mare Brook), and establish relationships with watershed landowners to help guide future actions and activities on their properties.

- The first public meeting will present data collected to date under Task 3 and Task 4 (January 2021).
- The second public meeting will present a DRAFT WMP with action items and will provide an opportunity for public comment and input (June 2021).
- The third public meeting will present the completed WMP to the public and to Brunswick’s Town Council for final approval (September 2021).

Public outreach efforts will include:

- Notifications via press releases, e-blasts, Facebook pages, and websites promoting this project and its public meetings;
- Outreach to watershed neighborhoods and property owners encouraging them to participate in the public meetings; and
- Presentations / updates to Town boards (Planning, Conservation, Town Council, etc.) periodically throughout the project.

DELIVERABLES: Summaries of Public Meetings and Input Received, Final Presentation to The Town Council, Press Releases, and Outreach Materials

Start and Completion Dates	January 2021 - September 2021	
Grant Cost: \$2,433.23	Match Cost: \$945.00	Total Cost: \$3,378.23
Breakdown of Grant Cost by Cost Category: \$2,275.15 Subgrant, \$185.08 Travel		
Breakdown of Match by Cost Category: \$945.00 Salary & Fringe		

TASK #7: Complete Watershed-Based Management Plan

Based on the information amassed from all the previous tasks, CCSWCD will work with the Steering Committee to create and prioritize action items and prepare a draft WMP that incorporates the EPA’s nine elements for watershed-based plans. Prioritization of action items will include prioritizing all BMPs compiled from Tasks 3 and 4.

Additionally, the WMP’s recommendations will include provisions for adaptive management to provide the flexibility needed to ensure efficient and successful plan implementation.

Once the Draft WMP has been completed, it will be reviewed by the Steering Committee and other interested parties for refinement and revision. The draft WMP will be submitted to DEP and EPA for review at least three months prior to project completion date. DEP and EPA comments need to be addressed for the plan to be accepted. Additionally, the key findings and recommendations from the plan will be presented to the Town Council and other relevant committees (i.e., Conservation Commission, Open Space Committee, etc.) for consideration and feedback. CCSWCD will incorporate all relevant comments and suggestions to produce the final version of the WMP. Once the plan has been finalized, the Brunswick Town Council will be asked to formally lend their support to the restoration effort through the issuance of a joint resolution to this effect.

DELIVERABLES: Final Watershed Management Plan

Start and Completion Dates	July 2021 – September 2021	
Grant Cost: \$4,346.91	Match Cost: \$630.00	Total Cost: \$4,976.91
Breakdown of Grant Cost by Cost Category: \$4,228.47 Subgrant, \$118.44 Travel		
Breakdown of Match by Cost Category: \$630.00 Salary & Fringe		

VIII. Deliverables

An electronic copy of each deliverable will be provided to the Maine DEP Agreement Administrator (AA). Maine DEP will forward an electronic copy of all deliverables to EPA. Each deliverable will be labeled according to procedures described in Maine DEP document *Nonpoint Source Grant Administrative Guidelines*, <http://www.maine.gov/dep/water/grants/319-documents/2016GrantAdminGuidelinesFinal2.docx>.

1. Sub-agreements, Semi-Annual Progress Reports and Final Project Report (Task 1)
2. Steering Committee Summaries and Participant Lists and Summaries of Public Meetings and Input Received (Task 2 & 6)
3. Synopsis of data and gaps, including Secondary Data Quality Assurance Guidance (Task 3)
4. Stressor Analysis and Data Compilation Summary, QAPP, SIP, Geomorphic Assessment Report, 3 Conceptual Restoration Designs, Culvert and Outfall Summary Report, and Potential Stormwater Retrofits Report (Task 4)

5. Pollutant Load Summary Report (Task 5)
6. Final Presentation to The Town Council, Press Releases and Outreach Materials (Task 6)
7. Final Watershed Management Plan (Task 7)

IX. Project Coordinator

Name	Jared Woolston	Heather Huntt
Organization	Town of Brunswick	Cumberland County Soil & Water Conservation District
Mailing Address	85 Union Street, Brunswick, ME 04011	35 Main St., Windham, ME 04062
Telephone Number	207-725-6660, ext. 4022	207-892-4700
DUNS Number	077466274	

X. Project Budget

Part 1. Estimated Personnel Expenses: (Grantee staff only)

Position Name & Title	Hourly Rate	Number of Hours	Salary & Fringe	Total Grantee Personnel Expenses
Jared Woolston	78.75	96	7,560.00	7,560.00
Totals				

Part 2. Budget Estimates by Cost Category

Cost Category	Federal Funds	Non-Federal Match	Total Cost
Salary & Fringe (from Part 1)		7,560.00	7,560.00
Subgrant	31,588.32	3,073.04	34,661.36
Contractual		14,968.50	14,968.50
Donated Services – Labor		2,160.00	2,160.00
Travel (mileage total)	592.68		592.68
Totals	32,181.00	27,761.54	59,942.54

Part 2 Notes: Include the following, as needed:
 Subgrant – CCSWCD Support for All Tasks⁴: Chris Baldwin, District Engineer 218 hours @ 78.36 = 17,081.58, Damon Yakovleff, Environmental Planner 28 hours @ \$69.21 = \$1,937.79, Heather Huntt, Project Manager 190 hours @ \$76.20 = \$14,477.87 and Jenna Martyn-Fisher, Educator & Technical Specialist 8 @ \$53.64 = \$429.11, AutoCAD Services (CCSWCD Vendor) = \$735.01
 Contractual – Geomorphologist 102 hours @ \$110.00 = \$11,220 and Environmental Chemist 30 hours \$124.95 = \$3,748.50.
 Donated Services-Labor – 6 Steering Committee Members totaling 108 hours @ \$20.00 = \$2,160.00
 Travel – 1347 miles @ 0.44 = \$592.68

Part 3. Sources of Non-federal Match and Estimated Amounts

Sources of Non-federal Match	Amount
Town of Brunswick – In-kind	7,560.00
Steering Committee – In-Kind	2,160.00
Town of Brunswick – Cash – Geomorphologic contract	11,220.00
Town of Brunswick – Cash – Environmental Specialist contract	3,748.50
Town of Brunswick – Cash – CCSWCD	3,073.04
Total	27,761.54

⁴ See attached project budget for complete details by task.

