



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION



PAUL R. LEPAGE
GOVERNOR

PAUL MERCER
COMMISSIONER

December 5, 2016

Joseph Laverriere, P.E., City Engineer
City of Saco
300 Main St.
Saco, Maine 04072

Re: Goosefare Brook Watershed Restoration, Phase 1
Grant Agreement for Nonpoint Source Water Pollution Control Project

Dear Mr. Laverriere:

Enclosed please find the proposed grant agreement for the referenced nonpoint source (NPS) water pollution control project. The NPS project work plan is incorporated into the agreement under Rider A, Section II.A Project Work Plan. Please carefully review the proposed agreement. To execute the agreement, a person authorized to sign contracts for your organization needs to sign and date the agreement in blue ink on page 1 and page 11 (Rider D). Please return the original signed agreement to the Department to my attention.

I will submit the signed agreement for final review and approval by the Department and the State of Maine Division of Purchases. After approval, I will mail a copy of the executed grant agreement to you. The grant agreement will become effective on the date of approval by the Division of Purchases.

Please don't hesitate to contact me if you have any questions about the agreement, 207-215-6277 or norm.g.marcotte@maine.gov.

Sincerely,

Norm Marcotte, NPS Program Coordinator
Bureau of Water Quality

CC: Wendy Garland, DEP

AUGUSTA
17 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0017
(207) 287-7688 FAX: (207) 287-7826

BANGOR
106 HOGAN ROAD, SUITE 6
BANGOR, MAINE 04401
(207) 941-4570 FAX: (207) 941-4584

PORTLAND
312 CANCO ROAD
PORTLAND, MAINE 04103
(207) 822-6300 FAX: (207) 822-6303

PRESQUE ISLE
1235 CENTRAL DRIVE, SKYWAY PARK
PRESQUE ISLE, MAINE 04769
(207) 764-0477 FAX: (207) 760-3143

Advantage No: _____

STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Agreement to Purchase Services

THIS AGREEMENT, made this 15th day of December 2016, is by and between the State of Maine Department of Environmental Protection, hereinafter called "Department," and City of Saco located at 300 Main St, Saco, ME 04072, telephone # (207) 284-6641 hereinafter called "Provider", for the period of January 1, 2017 to December 31, 2019.

The AdvantageME Vendor/Customer Number of the Provider is VC1000080770.

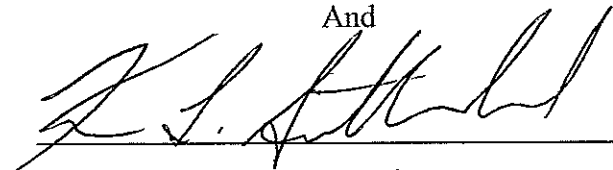
WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to perform the services, study or projects described in Rider A, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:

- Rider A - Specifications of Work to be Performed
 - Rider B - Payment and Other Provisions
 - Rider C - Exceptions to Rider B
 - Rider D - Debarment for Federal Funds
 - Rider E - EPA Performance Partnership Grant Terms & Conditions
 - Rider F - None
-
- Rider G - Identification of Country in Which Contracted Work will be Performed

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this agreement in one original copy.

DEPT. OF ENVIRONMENTAL PROTECTION

By: _____
Paul Mercer, DEP Commissioner

And
By: 

Kevin L. Sutherland, City Admin.
Provider Printed Name and Title

Total Agreement Amount: \$124,594
Approved:
Chair, State Purchases Review Committee

BP54 (Rev 3/16 DEP)

Encumbrance #
Department of Environmental Protection
Vendor Name: City of Saco

AdvantageME ACCOUNT CODING

FY17 (July 1, 2016 – June 30, 2017)

VC NUMBER	TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	ACTIV	SUB ACTIV	PROGRAM
VC	\$20,000	013	06A	2179	13	6401	2017	RT06	FY15770
VC	\$								

FY18 (July 1, 2017 – June 30, 2018)

VC NUMBER	TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	ACTIV	SUB ACTIV	PROGRAM
VC	\$90,000	013	06A	2179	13	6401	2017	RT06	FY15770
VC	\$								

FY19 (July 1, 2018 – June 30, 2019) Unencumbered

VC NUMBER	TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	ACTIV	SUB ACTIV	PROGRAM
VC	\$13,000	013	06A	2179	13	6401	2017	RT06	FY15770
VC	\$								

FY20 (July 1, 2019 – June 30, 2020) Unencumbered

VC NUMBER	TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	ACTIV	SUB ACTIV	PROGRAM
VC	\$1,594	013	06A	2179	13	6401	2017	RT06	FY15770
VC	\$								

The sources of funds and compliance requirements for this Agreement are as follows:

\$124,594 from the U.S. Environmental Protection Agency 2015 Performance Partnership Grant (PPG) BG-99182905, Catalog of Federal Domestic Assistance (CFDA) 66.605. 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

SPECIFICATIONS OF WORK TO BE PERFORMED

I. AGREEMENT SUMMARY

Under this Agreement, the Department is providing federal funds for a project to assess, plan for, and/or implement control strategies to prevent or reduce water pollution.

II. SPECIFICATIONS / PERFORMANCE GUIDELINES

The Provider agrees with the following provisions:

A. Project Work Plan. Provider is responsible for implementing the project work plan including all work plan tasks, schedules, costs, and deliverables. The project work plan is attached to this Agreement. The title of the project work plan is: **#2017RT06 Goosefare Brook Watershed Restoration Project – Phase I**.

B. 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.

C. Best Management Practices. When construction activities are required by the Project work plan, Provider will use “best management practices” (BMPs) recommended by or otherwise acceptable to the Department.

D. Operation & Maintenance of BMPs. Recipients of 319 cost sharing for BMP construction must agree to properly operate and maintain BMPs for the conservation practice service life. The service life of a BMP shall be determined by the Provider and agreed upon by DEP. Operation & maintenance includes actions needed to keep the completed practice safe and functioning as intended, work to prevent deterioration of the practice, repairing damage, or restoration of the practice to its original condition if one or more components fail. DEP reserves the right to periodically inspect a practice for appropriate operation and maintenance.

E. 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.

F. 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 319(h) 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." Use of the EPA logo on education materials is prohibited without prior permission from EPA.

G. Provider Project Coordinator (PC). 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.

H. Department Agreement Administrator (AA). The Department will assign a staff person to serve as its Agreement Administrator to represent the Department regarding this grant agreement. Refer to Rider B, provisions 5 and 6 for more information about the Department Agreement Administrator.

I. Permits. Award of a federal grant or contract does not constitute a permit or any other approval that may be required for the Project. Grantees must obtain and comply with all federal, state, and local permits and approvals required for the Project.

J. Charged Costs. Provider will follow applicable federal Office of Management and Budget (OMB) cost principles, agency program regulations, and the terms of this Agreement. Costs charged to the grant must be reasonable and allowable costs. Provider will follow federal cost principles described in the Code of Federal Regulations, 2CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

III. REPORTING REQUIREMENTS

A. Progress Reports (PR). Provider agrees to submit a semi-annual Progress Report on each due date (November 15 and May 15) until the Department receives the Final Project Report. Progress reports summarize project activity in six month increments. The six month report periods are from November 1 to April 30 and May 1 to October 31. Progress Reports must be completed according to content and format guidelines described in the Department document, NPS Grant Administrative Guidelines. The Department will use Progress Reports to monitor Provider activities relating to the Project to help ensure that work is done according to this Agreement and that federal awards are used for authorized purposes.

B. Final Project Report (FPR). Provider agrees to submit to the Department a Final Project Report to document project work accomplishments, deliverables, funds expensed and non-federal match. This report must be completed according to content and format guidelines described in the NPS Grant Administrative Guidelines.

C. Other Reports. Provider agrees to submit such other reports or information defined in the Project work plan as a "deliverable", or as may be requested by the Agreement Administrator to reasonably fulfill the terms of this Agreement.

D. Records Maintenance. Provider will maintain all correspondence, documents, deliverables, payroll and accounting records and other materials pertaining to the Agreement. Provider will allow inspection of pertinent documents by the Department or other authorized representative of the State of Maine or the federal government. Records must be retained for a period of at least five (5) years following closeout of the Agreement.

RIDER B
METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT** \$124,594

2. **INVOICES AND PAYMENTS** The Department will pay the Provider as follows:

Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days. A final invoice(s) must be submitted by Provider within 45 days of contract end date.

3. **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.

4. **INDEPENDENT CAPACITY** In the performance of this Agreement, 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.

5. **DEPARTMENT'S REPRESENTATIVE** The Agreement Administrator shall be the Department's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Agreement 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.

6. **AGREEMENT ADMINISTRATOR** All progress reports, correspondence and related submissions from the Provider shall be submitted to:

Name: Wendy Garland
Title: Environmental Specialist III
Address: DEP, 312 Canco Rd, Portland, ME 04103
Email: wendy.garland@maine.gov
Tel: (207) 615-2451

who is designated as the Agreement Administrator on behalf of the Department for this Agreement, except where specified otherwise in this Agreement.

7. **CHANGES IN THE WORK** The Department may order changes in the work, the Agreement 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.

8. **SUB-AGREEMENTS** Unless provided for in this Agreement, 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 Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement 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.

9. **SUBLETTING, ASSIGNMENT OR TRANSFER** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Agreement Administrator. No subcontracts or transfer of agreement shall in any case release the Provider of its liability under this Agreement.

10. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Agreement, the Provider agrees as follows:

a. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement 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 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 Agreement, 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 agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement 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. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement 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.

11. **EMPLOYMENT AND PERSONNEL** The Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Provider shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of the Department who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement 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.

12. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise there from directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise there from directly or indirectly due to his employment by or financial interest in the Provider or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement 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.

13. **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 Agreement 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 Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **ACCESS TO RECORDS** As a condition of accepting a contract for services under this section, a contractor 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 contractor 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 Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement 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.

15. **TERMINATION** The performance of work under the Agreement may be terminated by the Department in whole, or in part, whenever for any reason the Agreement 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 extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.

16. **GOVERNMENTAL REQUIREMENTS** The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.

17. **GOVERNING LAW** This Agreement 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 Agreement shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

18. **STATE HELD HARMLESS** The Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, material person, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

19. **NOTICE OF CLAIMS** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

20. **APPROVAL** This Agreement must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

21. **LIABILITY 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 Agreement 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 Agreement, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

22. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement 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 Agreement.

23. **SEVERABILITY** The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

24. **INTEGRATION** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.

25. **FORCE MAJEURE** The Department may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party 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. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

26. **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 Agreement up to any amounts due and owing to the State with regard to this Agreement, any other Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this Agreement, 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.

27. **ENTIRE AGREEMENT** This document contains the entire Agreement 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 Agreement 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 Agreement, or to exercise an option or election under the Agreement, 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 Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

RIDER C
Exceptions to Rider B

None

RIDER D
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS

This certification is required by the requisitions 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 CERTIFICATION, READ 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 antitrust 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, 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 of this proposal.

Name and Title of Authorized Representative

Signature

Printed Name and Title

Instruction 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 (DEP) 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 a material representation of fact upon which reliance was placed when the DEP 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 DEP may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DEP 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," "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 DEP for assistance in obtaining a copy of those 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 DEP.
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 Transaction," provided by the DEP, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transaction.
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 List of Parties Excluded From Procurement or No procurement 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 DEP may terminate this transaction for cause or default.

RIDER E

EPA PERFORMANCE PARTNERSHIP GRANT TERMS & 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 0.64% 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.

(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 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 policies 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 participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2009, the limit is \$587.20 per day and \$73.40 per hour. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in 40 CFR 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 31.36(j) or 30.27(b).

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, 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. REQUIREMENT 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)).

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: _____

Notification of Changes to the Information

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

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2017RT06 GOOSEFARE BROOK WATERSHED RESTORATION PROJECT - PHASE I
Grantee: CITY of SACO

Watershed and Water Quality Information:

The Goosefare Brook Watershed is approximately 5,902 acres (9.2 sq. mi.) in total size with approximately 4,135 acres in the City of Saco and 1,771 acres in the Town of Old Orchard Beach (OOB). While Goosefare Brook is the focal stream of this plan, there are four named tributaries within the watershed including Bear Brook, Branch Brook, Innis Brook and Trout Brook as well as many small tributaries. Goosefare Brook becomes a tidal estuary just below Old Orchard Road before entering the Atlantic Ocean. In 2014, the Maine DEP (DEP) updated the watershed boundary and conducted sub-watershed mapping in the freshwater portion of the watershed using precise on the ground and topographic analysis. The watershed includes a mix of residential, commercial, and recreational land uses. Goosefare Brook begins in a low-intensity developed area just north of Interstate 95 near Boothbay Lane. The stream flows southeast across U.S. Routes 95 and 195 where it flows through a small forested area and joins with Bear Brook at the Boston and Maine Springfield Terminal Railroad. Goosefare Brook continues through a wetland area, where it meets with Branch Brook before emptying into the Saco Bay just downstream of U.S. Route 9 between Old Orchard Beach and Ferry Beach State Park.

Goosefare Brook has been assessed by DEP as not meeting Class B water quality standards for metals and aquatic life use, and has been listed on the 303(d) list of impaired waters.

The stream and its main tributary, Bear Brook, are also on the 303(d) list of impaired waters for bacteria (Maine DEP 2014). Portions of the stream that are not meeting Class B standards are downstream of major development, highlighting the need to minimize stormwater runoff and reduce other impacts from developed areas (Maine DEP 2012).

The following water quality assessments have been completed for Goosefare Brook:

- Macroinvertebrate sampling by DEP
- Fisheries Survey by IF & W and DEP
- Diurnal water quality monitoring in 2014 and 2016 by York County Soil and Water Conservation District (YCSWCD) for DO, Temperature and Conductivity
- Continuous data sondes were installed during summer 2014 and 2015 by MDEP
- Geomorphic Site Assessment
- Stream Corridor Assessment Survey
- EPA Site Visit to access toxics
- Fish Barrier Survey by The Nature Conservancy & US Fish and Wildlife
- Bacteria monitoring by Maine Healthy Beaches (MHB)

Goosefare Brook is a significant resource in Southern Maine supporting a diverse array of recreational water-based activities for the City of Saco and OOB. As one of the most popular beach destinations for both tourists and local residents, it is especially important to restore Goosefare Brook so that it can support and sustain both recreational and natural ecosystem functions. Goosefare Brook has sustained areas of natural beauty that provide motivation and inspiration for stream restoration efforts. This includes the Saco Heath at the headwaters of the stream, several near-pristine tributaries, and the Rachel Carson Wildlife Refuge, which conserves a large segment of the tidal reach of Goosefare Brook. These unique areas offer rich habitats for sustaining a large diversity of terrestrial and aquatic flora and fauna.

Recent activities in the watershed that support the future success of this project include:

- The City of Saco received an EPA grant from the Maine DEP to develop a watershed-based plan for Goosefare Brook. The *Goosefare Brook Watershed Based Management Plan (WBMP)* was accepted by DEP in May 2016. The plan includes the nine minimum elements considered by EPA to be critical for achieving improvements in water quality and required under the *Nonpoint Source Program and Grants Guidelines for States and Territories* (April 2013);
- Completed amendments to the City of Saco Zoning Ordinance, Section 805 “Stormwater Run-Off” to improve the Stormwater Standards within the City’s Ordinances to ensure compliance with the requirements for the MS4 permit as well as require stormwater quantity control and quality treatment for new and redevelopment sites in excess of 10,000 s.f. of impervious area;
- Continued water quality monitoring conducted by the MDEP and Maine Healthy Beaches utilizing Supplemental Environmental Project (SEP) funds through the City;
- Receipt of Stream Crossing Public Infrastructure Improvement Grant from MDEP for the replacement of the Industrial Park Road culvert crossing of the Goosefare Brook, which will eliminate a fish passage barrier; and
- In September 2016, the City of Saco in partnership with the Town of Old Orchard Beach will form the Goosefare Brook Restoration Committee (GBRC), which will serve as a steering committee for the implementation of the WBMP. The GBRC is envisioned to contain seven to nine members with representation from each community as well as stakeholders in the watershed. The GBRC first meeting is planned for September of this year.

The City of Saco is a regulated MS4 community. As part of the MS4 Permit, the City identified Goosefare Brook as its priority watershed. The City’s recent changes to its’ Stormwater Runoff Ordinance are applied throughout the City regardless of whether the project is located within the MS4 regulated area; however, these efforts to increase stormwater controls throughout the City are viewed as a proactive effort on the City’s part to protect its water resources.

The City of Saco has adopted a Comprehensive Plan that the State has determined is consistent with Maine’s Comprehensive Planning and Land Use Regulation Act.

NPS Problem/Need:

Goosefare Brook does not meet its statutory Class B classification for aquatic life use, based on non-attainment for macroinvertebrates, and toxic metals (cadmium, chromium, copper, iron, nickel, lead, and zinc; Maine DEP 2003). The stream and its main tributary, Bear Brook, are also on the 303(d) list of impaired waters for bacteria (Maine DEP 2014). The toxic metals impairment is currently under further investigation by the EPA; however, much of the problem appears to be associated with a legacy source from past industrial activities next to the stream. Otherwise, portions of the stream that are not meeting Class B standards are downstream of major development, highlighting the need to minimize stormwater runoff and reduce other impacts from developed areas (Maine DEP 2012).

Extensive water quality monitoring and assessments of Goosefare Brook’s 16 subwatersheds was conducted before and during the WBMP planning project. A Technical Advisory Committee (TAC) analyzed this information to determine the stressors contributing to existing and potential future stream impairments, identify pollution source areas and prioritize mitigation projects. The Goosefare Brook Steering Committee then built on the TAC’s work to develop an action plan to address each stressor, with the ultimate goal of restoring Goosefare Brook’s water quality and protecting it from future decline. Five subwatersheds were found to have very good water quality and low impervious

cover. The remaining subwatersheds were impacted by one or more of the following five stressors:

- **Bacteria** - Bacteria levels were elevated in five subwatersheds, particularly New Salt Road Tributary and Bear Brook. Monitoring and tracking studies indicate that human wastewater associated with sewer and septic systems are the likely sources of bacteria to the stream with animal sources as a secondary issue.
- **Chloride** - Chloride levels are approaching or above levels toxic to aquatic life in seven subwatersheds. Winter road salt application and associated groundwater contamination area is the source of this problem.
- **Habitat** - A Stream Corridor Assessment, Geomorphic Reconnaissance Survey and Fish Barrier Study identified 72 stream habitat problems (including streambank erosion, inadequate buffers, waste dumping sites, fish barriers and stream channel alterations) in the watershed. Based on these surveys, degraded stream habitat was deemed a stressor in five subwatersheds. 40 projects were rated high priority for implementation.
- **Toxics** - In addition to the legacy toxic issues mentioned above, three subwatersheds were identified with likely toxic impacts due to the high IC and land uses associated with high pollutant loading (e.g., high traffic volumes). A 2015 stormwater retrofit survey identified 58 projects that would reduce toxic loading to the stream. 28 of these projects were rated high priority for implementation.
- **Nutrients** - Six subwatersheds showed water quality impacts associated with excess nutrients (e.g., excessive algal growth, large diurnal DO swings). The likely sources are septic/sewer waste, stormwater runoff, and fertilizer application. The stormwater retrofits listed above as well as reductions in bacteria loading and fertilizer use were identified as solutions.

Purpose:

The overall purpose of the Goosefare Brook Watershed Management Plan is to improve conditions in Goosefare Brook so that it meets Class B water quality standards, prevents future water quality impacts to the brook and downstream waters, and builds community awareness and support for the restoration and protection of Goosefare Brook and the City's other water resources. The specific purpose of this project phase is to install stormwater retrofits that will work towards improving conditions in Goosefare Brook and reducing stressors, and engage the public in the project through various outreach initiatives. The major project accomplishment will be the installation of 12 high and medium priority stormwater retrofits and stream corridor improvement projects. These combined projects will have the long-term impact of reducing nutrient and toxic loading to the stream and improving habitat.

Project Duration: 24 months

Expected Start Date: January 1, 2017 Expected Project Completion Date: December 31, 2018

General Project Plan:

The *Goosefare Brook Watershed Restoration Project, Phase I*, will be managed by the City of Saco with assistance from one qualified sub-grantee, the York County Soil and Water Conservation District (YCSWCD) and guided by the Goosefare Brook Restoration Committee. Local partners include the Town of Old Orchard Beach, Thornton Academy, Old Orchard Beach Conservation Commission, Ocean Park Conservation Society, MDOT, MTA, Maine Healthy Beaches Program and commercial businesses such as General Dynamics. These partners, along with the City, will provide match through in-kind services, materials and labor. The City of Saco intends to purchase engineering and construction services using appropriate competitive procurement procedures that

conform to applicable federal requirements as described under DEP's *Nonpoint Source Grant Administrative Guidelines*.

Through this project, the City of Saco and Town of OOB will design, coordinate and install five (5) priority stormwater retrofits, three (3) streambank erosion sites and four (4) buffer sites within the watershed. Outreach activities will include the installation of educational signage at retrofit sites and other key locations throughout the watershed and website updates. Students from Thornton Academy will assist with outreach initiatives and duties such as storm drain stenciling, drafting of press releases, and creation of a multi-media project that highlights project successes. Outreach to local media outlets will be conducted to advertise project events and successes. Project information will also be available on the City and YCSWCD websites. It is anticipated that at least two additional phases will be needed to complete recommendations outlined in the WMP.

The project will be conducted within the City of Saco's Urbanized Area designation. The project activities are not permit requirements under Saco's Municipal Separate Storm Sewer System (MS4) General MEPDES permit, effective July 1, 2013. The project will not use 319 funds to undertake, complete or maintain work required by existing permits, consent decrees or other orders. Project staff will exercise best professional judgment selecting NPS sites and designing/installing BMPs; use BMPs described in Maine BMP guidance manuals or BMPs otherwise acceptable to DEP; and ensure required permits are obtained prior to construction.

Tasks, Schedules and Estimated Costs:

TASK #1: Project Management

The City of Saco will sign a grant agreement with DEP outlining project roles, responsibilities and funding arrangements. Sub-agreements will be completed with YCSWCD.

YCSWCD will act as Project Coordinator to administer the grant (i.e., tracking project progress, expenses and local match, carry out invoicing and progress reports). YCSWCD will oversee BMP installation projects, organize meetings, manage public participation and outreach and submit the final project report to the DEP. NPS Site Tracker will be used to track work on sites identified in the WBMP. Procurement procedures will conform to applicable federal requirements as described under DEP's *Nonpoint Source Grant Administrative Guidelines*.

START DATE: January 2017 END DATE: December 2018

DELIVERABLES: Saco contract, sub-grantee contracts, semi-annual progress reports, final project report, NPS Site Tracker

COST: \$6,376 (grant), \$1,560 (match), \$7,936 (total)

Grant cost includes: personnel services (YCSWCD subgrantee): \$6,376

TASK #2: Goosefare Brook Restoration Committee

The Goosefare Brook Restoration Committee will oversee and guide the implementation of the Goosefare Brook Watershed Plan. The committee will include Saco and OOB staff, Maine Healthy Beaches program coordinator, and representatives from the City/Town Council and other interested stakeholders. Continued support will also be provided by DEP and YCSWCD staff.

Five (5) Goosefare Brook Restoration Committee meetings will be held throughout the course of the project. The first will serve as an initial meeting to present the project scope/timeline and establish roles and responsibilities to various committee members. The intermediary meetings will include planning and preparation for the BMP project installation; check-ins to ensure that the various tasks are being completed on time and within the budget; and planning for Phase II. The fifth 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.

START DATE: January 2017 **END DATE:** December 2018

DELIVERABLES: N/A

COST: \$3,286 (grant), \$7,849 (match), \$11,135 (total)

Grant cost includes: personnel services (YCSWCD subgrantee): \$3,075, and mileage: \$211

TASK #3: Education and Outreach

This project includes an education and outreach component that aims to engage and educate the local community, students, partner organizations, and stakeholders.

As part of the Goosefare Brook Watershed Restoration Project, the following activities will be conducted:

- Thornton Academy students, with assistance from teaching staff, will participate in a variety of outreach initiatives including:
 - Storm drain stenciling (two outings) throughout the watershed
 - Write and submit three press releases to local publications highlighting project activities
 - Creation of an educational "documentary" focused on the stormwater retrofit installation on the Thornton Academy campus
- Project information to be featured on City of Saco website
- Maine Healthy Beaches Coordinator to assist with yearly April Stool's Day event in Saco/OOB
- Installation of educational signage at key stream crossing locations throughout watershed and Retrofit #11A

All press releases, outreach materials and plans will acknowledge that the project is funded in part by the US EPA under Section 319 of the Clean Water Act. EPA's logo will not be included on materials unless the Grantee receives prior instruction and approval from EPA. Refer to the Grant Agreement, Ride A. Section III.F. Acknowledgement.

START DATE: January 2017 **END DATE:** November 2018

DELIVERABLES: Newspaper articles, storm drain stencil template, Stream Crossing and Retrofit sign template, press releases, Thornton Academy Stormwater Retrofit Documentary

COST: \$1,991 (grant), \$2,967 (match), \$ 4,958 (total)

Grant cost includes: personnel services (YCSWCD subgrantee): \$1,425; mileage: \$66; and materials (Retrofit signage at Thornton Academy site) \$500

TASK #4: NPS Abatement Projects

The City of Saco will develop site designs, assist with permit applications and oversee construction. YCSWCD will assist in overall management of BMP installation, budgeting and required DEP reports. The project will address five (5) priority stormwater retrofits, three (3) erosion sites and four (4) buffer sites as identified in the WBMP. A detailed description of the twelve (12) NPS Abatement Projects is appended at the end of this document.

Stormwater Retrofits: Five of the top priority stormwater retrofit sites will be addressed through this project. Project staff will submit final design, specifications, and construction plans for the Retrofit Sites 11A, 23, 44 and 11B to DEP for review and approval before construction commences.

- **Retrofit 11A** - Intersection of Route 1 and Fairfield Street (Saco)
Installation of curb inlets ahead of two catch basins to direct surface runoff from a 0.8 acre high use impervious area (intersection of Main Street and Fairfield Street) to a new underdrain soil filter basin.
- **Retrofit 23** - Saco Ave, Temple Ave, Old Orchard Road Intersection (OOB)
Installation of tree box filter to treat surface runoff from a high use impervious area.
- **Retrofit 33** - Intersection of Industrial Park Road and North Street (Saco)
Modify existing catch basin to install a water quality cartridge system beneath the catch basin frame and grate to treat 0.2 acres of high use impervious area associated with the intersection of North Street and Industrial Park Road.
- **Retrofit 44** - Intersection of Route 1 and Ocean Park Road (Saco)
Installation of two tree box filters or other similar device upgradient of two catch basins to treat surface runoff from 0.3 acres of high use impervious area associated with Ocean Park Road.
- **Retrofit 11B** - Fairfield Street (Saco)
Installation of curb inlet to direct surface runoff from a 0.2 acre high use impervious area to a underdrain soil filter basin.

Stream Corridor Restoration Sites: Seven of the top priority stream corridor restoration sites will be addressed through this project, including three streambank erosion sites and four buffer sites.

- **Site E10 - Stream Bank Erosion Repair near Industrial Park Rd. Culvert Crossing on Goosefare Brook (Saco)** - As part of a larger culvert replacement project, the inlet and outlet ends of the culvert will be modified to conform with the new three sided bridge structure.
- **Site E25 - Embankment Erosion Repair at Roadway Culvert Crossing on Bear Brook (Saco)** Minor reshaping of embankment surface and installation of erosion control mix to stabilize embankment slopes in vicinity of culvert crossing
- **Site E26 - Stream Bank Erosion Repair by Cumberland Avenue (Saco)** City will attempt to work with a private property owner for the removal of man-made debris from the stream channel and restore the existing eroded and disturbed area.
- **Site B33 - Buffer Plantings\Restoration on Goosefare Brook near Industrial Park Road (Saco)** This work will be performed in conjunction with the culvert replacement work and erosion site E10. The buffer planting\restoration effort will include the establishment of a 25' riparian buffer along either side of the stream to buffer and shade the stream.
- **Site B12 - Remove Lawn and Establish Buffer to Tributary Stream (Saco)** City will attempt to work with a private property owner to obtain restrictive covenants to remove the manicured lawn vegetation and establish minimum 25' wide riparian buffer along the stream.
- **Site B13 - Enhance Buffer Plantings at Erosion Site E26 (Saco)** City will attempt to work with a private property owner to obtain permission to restore the riparian buffer.
- **Site B22 - Install Buffer Plantings on Bear Brook near City Pump Station (Saco)**
Approximately 250' of stream corridor will be enhanced by the removing portions of riprap stone and installing tree shrub plantings to shade the open stream channel.

START DATE: January 2017 **END DATE:** December 2018

DELIVERABLES: NPS Site reports

COST: \$99,351 (grant), \$ 66,234 (match), \$ 165,585 (total)

Grant cost includes: personnel services (YCSWCD subgrantee): \$7,032; contractual engineering services: \$20,000; construction: \$72,253; and mileage: \$66

TASK #5: Ordinance Development

The Town of Old Orchard Beach Planning Department, with support from the Planning Board and Town Council, will engage in activities that will support and advance implementation of regulatory and additional planning elements outlined in the Management Plan.

To this end, the Town will engage in the following activities over the course of the project. Development of a Fill Ordinance with the purpose of regulating earth filling operations for the protection of the natural resources, including the Goosefare Watershed, through erosion control and flood prevention. The ordinance will apply to both approved construction and activities that do not require a building permit. The Fill Ordinance will be drafted by Town staff and reviewed with the Planning Board and Town Council.

START DATE: September 2017 **END DATE:** February 2018

DELIVERABLES: Completed Fill Ordinance

COST: \$ 285 (grant), \$2,880 (match), \$3,165 (total)

Grant cost includes: personnel services (YCSWCD subgrantee): \$285

TASK #6: Private Property Stormwater Retrofit Matching Grants

The City's Site Plan Ordinance requires stormwater quantity and quality control measures be provided for all new and redevelopment projects that result in 1 acre or more of disturbed area and/or 10,000 square feet (s.f.) of new or **redeveloped** impervious surface. These development thresholds are stricter than the State Stormwater Law; however, smaller projects that do not exceed these thresholds are not required to provide formal stormwater controls. The Private Property Stormwater Retrofit Matching Grants will be a voluntary program with the explicit goal of providing financial assistance to at least two private property owners to implement stormwater best management practices on existing untreated impervious surfaces within the Goosefare Brook watershed that are not otherwise required by ordinance. This program would be administered as a pilot program by the City's Planning Department as part of the City's Site Plan Review process. If successful in negotiating with landowners, then the City would consider expansion of the program in the future.

The City's Planning Review Staff, which includes the City Engineer, will work with developers to encourage the implementation of additional or expanded stormwater BMPs. The Stormwater BMP measures will be determined on a case-by-case basis, but will be designed in accordance with the latest revision of the DEP's "Stormwater Management for Maine", Volume III BMPs Technical Design Manual.

Matching grants would be targeted towards priority retrofit sites identified in the WBMP or other properties with high pollutant loading (e.g., high vehicle traffic) located in subwatersheds with nutrient and/or toxic stressors. The goal of the program will be to provide matching grants to qualifying private development projects at a cost not to exceed \$10,000 per acre of existing impervious area treated. The grant funding allocation will be tiered in general accordance with the DEP's designation for Redevelopment Land Uses contained in Chapter 500 as follows:

Land Use	Maximum Grant Funding Rate
High Use Impervious Areas – Roads with high traffic volumes (>15,000 trips per day); roadways where idling occurs at intersections; or high use parking lots, etc.	\$10,000 per acre

Medium Use Impervious Areas – Other roads (<15,000 trips per day); drive-thru lanes; or medium use parking lot areas	\$8,000 per acre
Other parking lots and driveways	\$6,000 per acre

These landowners must then provide at least 40% match through cash, materials or labor contributions and agree to maintain the projects in accordance with the DEP's standard maintenance requirements for the selected BMP. The landowners will be required to provide annual inspection and maintenance reports of the BMPs to the City of Saco. Candidate sites are listed below. Final site selection is subject to change, pending satisfactory completion of landowner agreements, engineering design and permit approval.

- **Candidate A – Retrofit Sites 38 and 44 Starbucks; Dunkin Donuts and Pizza Hut**
These sites were developed in the 1970's. Stormwater controls are essentially non-existent. The objective would be for the City to attempt to work collaboratively with these three property owners to develop one or more BMP measures to treat approximately 0.75 acres of medium use parking lot and drive-thru area. In accordance with the grant fund allocation criteria, the City would offer to provide \$6,000 of funding assistance towards the implementation of the BMP measures.
- **Candidate B – Retrofit Sites 40 and 41 Burger King Parking Lot and Drive-Thru Lane**
This site is currently vacant and available for redevelopment. In the event that the redevelopment plans do not exceed the City's Stormwater Permitting Threshold of 10,000 s.f., then the City would attempt to work collaboratively with the property owner to develop two tree box filters to treat approximately 0.5 acres of medium use parking lot and drive-thru area. In accordance with the grant fund allocation criteria, the City would offer to provide \$4,000 of funding assistance towards the implementation of the BMP measures.
- **Candidate C – Retrofit Site 39 Thornton Academy Fairfield Street Parking Lot**
The existing student parking lot does not have any formal stormwater controls. As part of future construction efforts on the Thornton Academy campus, the City would attempt to negotiate with Thornton Academy to develop an underdrain soil filter basin to treat approximately 0.33 acres of impervious parking area. In accordance with the grant fund allocation criteria, the City would offer to provide \$2,000 of funding assistance towards the implementation of the BMP measures.

START DATE: January 2017 **END DATE:** December 2018

DELIVERABLES: Cost Sharing Agreements

COST: \$12,000 (grant), \$8,000 (match), \$20,000 (total)

Grant cost includes: Construction: \$12,000

TASK #7: Pollutant Load Reductions

The District Engineer at YCSWCD, with assistance from the City of Saco's City Engineer, will estimate NPS pollutant load reductions (sediment and phosphorus) and resources protected under this project. Pollutant load reduction estimates will be developed and reported as follows: During design or installation of BMPs at NPS sites, appropriate field measurements will be recorded to prepare written estimates of pollutant load reductions. Estimates will be prepared for all NPS sites, unless there is not an applicable estimation method for a given site. Methods to be used are the EPA Region 5 Load Estimation Model (see website <http://it.tetrattech-ffx.com/stepl/>) and/or the federal

WEPP Road Model (<http://forest.moscowfs1.wsu.edu/fswepp/>). Estimates will be checked for proper application of the method(s) and the results will be summarized on a standard form provided by DEP titled "Pollutants Controlled Report" (PCR). The PCR will be submitted to the DEP Agreement Administrator, by December 31 of each year, until project completion. Documentation of the estimation procedures used for each NPS site will be kept in the Grantee project file and will be available for DEP/EPA review.

START DATE: January 2017 **END DATE:** December 2018

DELIVERABLES: Yearly PCR report

COST: \$1,305 (grant), \$600 (match), \$1,905 (total)

Grant cost includes: personnel services (YCSWCD subgrantee): \$1,305

Deliverables:

Three (3) copies of each deliverable will be provided to the DEP Agreement Administrator (AA). The DEP AA will forward a copy of all deliverables to EPA. Each deliverable will be labeled according to procedures described in the DEP document "Nonpoint Source Grant Administrative Guidelines" <http://www.maine.gov/dep/water/grants/319-documents/2010/guidelines.pdf>

1. NPS Site Tracker summary, Contract, Sub-contract with YCSWCD, Semi-annual progress reports and Final Project Report (Task 1)
2. Newspaper articles about the project, Storm Drain stencil template, retrofit and stream crossing signage template, multi-media stormwater retrofit documentary (Task 3)
3. NPS Site Reports for each NPS site (Tasks 4 and 6)
4. Copy of Completed Fill Ordinance (Task 5)
5. Annual Pollutants Controlled Reports (PCR) each year until project completion (Task 7)

Interagency Coordination, Roles and Responsibilities

The City of Saco will guide the project; serve on the Oversight Committee; oversee NPS project implementation, provide project updates at City Council and Planning Board meetings; advertise project activities on its website; and provide meeting space. The City has committed to provide \$63,430 of cash and in-kind match.

The Town of Old Orchard Beach will participate on the Restoration Committee, contribute to Ordinance Development, and oversee installation of one NPS Abatement project within the Town.

The York County SWCD will serve as a sub-grantee and as Project Manager. The District will be responsible for the coordination and implementation of all project activities.

Thornton Academy staff and students will assist with creation and distribution of outreach initiatives and help showcase the NPS installation on its campus.

The Maine Department of Environmental Protection will administer project funding, serve as the project advisor, participate on the steering committee, and provide technical assistance.

The US Environmental Protection Agency will provide project funding and guidance.

Environmental Outcome:

The work completed through the Goosefare Brook Watershed Restoration Project-Phase I will improve stream habitat and water quality through installation Best Management Practices at 5 priority stormwater retrofit sites, 3 streambank erosion sites and 4 buffer sites identified in the WMP. Pollutant loading to Goosefare Brook will be reduced by an estimated nine pounds of nitrogen and 1,280 pounds of sediment per year. The long term outcome of improved stream habitat, water quality and macroinvertebrate community recovery downstream of the restoration sites will likely occur outside of the project period. The long term goal is to improve Goosefare Brook's aquatic habitat and bacteria levels so that it meets Class B water quality standards.

Project Coordinator:

Joseph Laverriere, P.E., City Engineer
City of Saco
300 Main St.
Saco, Maine 04072
(207)284-6641
jlaverriere@sacomaine.org

Estimated Total Cost, Federal and Nonfederal Sources

Federal CWA Section 319:	\$ 124,594
Non-federal Match:	\$ 90,090
Total:	\$ 214,684

Budget Information:

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

Position Name & Title	Hourly Rate	Number of Hours	Salary & Fringe	Total Grantee Personnel Expenses
City Engineer	\$40.00	154	\$60.00	\$9,240
City Planner	\$40.00	20	\$60.00	\$1,200
Finance Director	\$40.00	6	\$60.00	\$360
DPW Field Crew	\$25.00	104	\$40.00	\$4,180
Totals				\$14,980

Part 2. Budget Estimates by Cost Category

Cost Category	Federal Funds Section 319	Non-Federal Match	Total Cost
Salary & Fringe (from Part 1)		\$14,980	\$14,980
Contractual	\$20,000		\$20,000
Subgrant	\$19,498		\$19,498
Construction	\$84,253	\$48,200	\$132,453
Donated Services – Labor		\$26,660	\$26,660
Travel (780 miles @ \$0.44/mile))	\$343		\$343
Supplies	\$500	\$250	\$750
Other (specify)			
Indirect Costs			
Totals	\$124,594	\$90,090	\$214,684

Notes:

Contractual – Engineering Services associated with the civil site and landscape design associated with stormwater retrofit #11A. This is a highly visible site within the Thornton Academy campus at the intersection of Main Street and Fairfield Street that will require professional design services.

Subgrantee – YCSWCD Project Manager \$57/hr for 260 hrs = \$14,820;
Engineer \$90/hr for 52 hrs = \$4,678 Total: \$19,498

Construction (Non-Federal Match)
City of Saco Cash \$48,200

Donated Services – Labor

Town of Old Orchard Beach Planning/Engineering/DPW Staff \$50/hr for 294 hrs = \$14,700

Community Volunteers \$20.54/hr for 89 hrs = \$1,843

Thornton Academy Staff \$30/hr for 24 hrs = \$720

Thornton Academy Students \$20.54/hr for 68 hrs = \$1,397

Private Property Owners associated with Stormwater Retrofit Matching Grant = \$8,000

Supplies (Grant) Informational Placard Sign at SW Retrofit #11A - \$500

Supplies (Non-Federal Match) Stream Crossing Signs - \$250 (City of Saco Cash)

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

Sources of Non-federal Match	Amounts
City of Saco (In-Kind)	\$14,980
City of Saco (Cash)	\$48,450
Town of Old Orchard Beach (In-Kind)	\$14,700
Community Volunteers	\$1,843
Thornton Academy Staff and Student Volunteers	\$2,117
Private Property Owners Stormwater Retrofit Matching Grant	\$8,000
Total	\$90,090

CANDIDATE NPS SITES LIST

NPS Site Name & Location	Describe the NPS Site & Conditions at the Site Causing Polluted Runoff to Reach Surface Waters	BMPs Recommended	Construction Cost Estimates: Grant, Match, Total
<p>Name: WBMP Stormwater Retrofit #11A</p> <p>Location: Intersection of Route 1 and Fairfield Street Saco, Maine</p>	<p>The overall 1.5 acre tributary drainage area contains approximately 0.8 acres of high use impervious area associated the signalized intersection of Route 1 and Fairfield Street. This stormwater retrofit project was ranked 2nd highest in the Goosefare Brook WBMP.</p> <p>The surface runoff from this high traffic roadway surface contains pollutants from vehicles decelerating, idling and accelerating through the traffic signal approaches. The surface runoff enters two catch basins that connect to the stormdrain system that discharge directly to the headwaters of Bear Brook, which is a tributary to Goosefare Brook (refer to Photo 1 below).</p> <p>This stormwater retrofit will be sited on private property within the front lawn area of the Thornton Academy campus. The City has met with Thornton Academy and obtained permission to complete this project on their property.</p>	<p>Install curb inlets ahead of two catch basins to direct surface runoff from the tributary drainage area to an underdrain soil filter basin located in the northwest corner of the Route 1/Fairfield Street intersection.</p> <p>This location will be extremely visible to pedestrians (students and general public). Incorporation of informational placard signage will be included as part of this project to promote public education and outreach awareness.</p>	<p>Grant: \$36,000 Match: \$24,000 Total: \$60,000</p>
<p>Name: WBMP Stormwater Retrofit #23</p> <p>Location: Saco Ave, Temple Ave, Old Orchard Road Intersection OOB, Maine</p>	<p>This stormwater retrofit project area was ranked 3rd highest in the Goosefare Brook WBMP.</p> <p>This area is highly developed with roadway and paved parking lot surfaces and surface runoff from the area contains pollutants from general site use and vehicles. Surface runoff is directed through subsurface drainage systems, discharging into the Old Salt Road Tributary, part of the Goosefare Brook System. Options for installation of the BMPs include locations within road ROW and/or siting on private property.</p>	<p>Install a tree box filter. The tree box filter will be in line with curbing and/or require via curb inlet to direct runoff to the system. This site selection is subject to final design details, landowner agreements and permit approvals, but the focus will be on a site included in the Goosefare Brook Phase I opportunities and sites which will reduce overall pollutant load to the Goosefare Brook sub-watershed.</p>	<p>Grant: \$15,471 Match: \$10,314 Total: \$25,785</p>
<p>Name: WBMP Stormwater Retrofit #33</p> <p>Location: Intersection of Industrial Park Road and North Street Saco, Maine</p>	<p>The tributary drainage area contains approximately 0.2 acres of high use impervious area associated the signalized intersection of North Street and Industrial Park Road. This stormwater retrofit project was ranked 5th highest in the Goosefare Brook WBMP.</p> <p>The surface runoff from this high traffic roadway surface contains pollutants from vehicles decelerating, idling and accelerating from two approaching lanes of North Street at the traffic signalized intersection with Industrial Park Road. The surface runoff enters one catch basin that connects to the stormdrain system that discharges directly to Goosefare Brook.</p>	<p>Modify existing catch basin to install a water quality cartridge system beneath the catch basin frame and grate.</p>	<p>Grant: \$1,320 Match: \$880 Total: \$2,200</p>

Goosefare Brook Watershed Restoration Project - Phase I, City of Saco
NPS Project #2017RT06

NPS Site Name & Location	Describe the NPS Site & Conditions at the Site Causing Polluted Runoff to Reach Surface Waters	BMPs Recommended	Construction Cost Estimates: Grant, Match, Total
<p>Name: WBMP Stormwater Retrofit #44</p> <p>Location: Intersection of Route 1 and Ocean Park Road Saco, Maine</p>	<p>The tributary drainage area contains approximately 0.3 acres of high use impervious area associated the signalized intersection of Route 1 and Ocean Park Road. This stormwater retrofit project was ranked 6th highest in the Goosefare Brook WBMP.</p> <p>The surface runoff from this high traffic roadway surface contains pollutants from vehicles decelerating, idling and accelerating from a three lane section of Ocean Park Road at the traffic signalized intersection with Route 1. The surface runoff enters two catch basins that connect to the stormdrain system that discharges to an unnamed tributary to Bear Brook, which is tributary to Goosefare Brook.</p>	<p>Install two tree box filters or other similar device upgradient of two catch basins on either side of Ocean Park Road near the intersection with Route 1.</p>	<p>Grant: \$18,000 Match: \$12,000 Total: \$30,000</p>
<p>Name: WBMP Stormwater Retrofit #11B</p> <p>Location: Fairfield Street Saco, Maine</p>	<p>The tributary drainage area contains approximately 0.2 acres of high use impervious area associated the signalized intersection of Route 1 and Fairfield Street. This stormwater retrofit project was ranked 10th highest in the Goosefare Brook WBMP.</p> <p>The surface runoff from this high traffic roadway surface contains pollutants from vehicles decelerating and idling from two approaching lanes of Fairfield Street at the traffic signalized intersection with Route 1. The surface runoff enters one catch basin that connects to the stormdrain system that discharges directly to the headwaters of Bear Brook, which is a tributary to Goosefare Brook.</p>	<p>Install curb inlet ahead of a catch basin and install an underdrain soil filter basin within the esplanade area (between curb line and sidewalk).</p>	<p>Grant: \$12,000 Match: \$8,000 Total: \$20,000</p>

Goosefare Brook Watershed Restoration Project - Phase I, City of Saco
NPS Project #2017RT06

NPS Site Name & Location	Describe the NPS Site & Conditions at the Site Causing Polluted Runoff to Reach Surface Waters	BMPs Recommended	Construction Cost Estimates: Grant, Match, Total
<p>Name: WBMP Erosion Site E10</p> <p>Location: Stream Bank Erosion Repair near Industrial Park Road Culvert Crossing on Goosefare Brook Saco, Maine</p>	<p>This erosion retrofit project was ranked 7th highest in the Goosefare Brook WBMP.</p> <p>The inlet portion of the existing crossing is constrained by previous sediment and debris in the channel, which has led to minor stream bank erosion.</p> <p>The City is planning to replace the Industrial Park Road triple barrel culvert crossing of the main stem of Goosefare Brook in 2017. This project was identified by MeF&W as a high priority fish barrier site and included in the Goosefare Brook WBMP for implementation. The City sought and received funding from MDEP through the Stream Crossing Public Infrastructure Improvement Grant (#201601017). The proposal is to replace the triple barrel culvert with a three sided precast concrete bridge structure with clear opening width of 16'.</p> <p>In conjunction the culvert replacement project, the City will complete the stabilization of the stream bank erosion near the culvert identified as Erosion Site E10.</p>	<p>As part of the planned culvert replacement work, the inlet and outlet ends of the existing culvert will be modified to conform to the new three sided bridge structure. This will result in a natural channel bottom throughout the culvert crossing area, which should reduce potential for future stream bank erosion in this area.</p>	<p>Grant: \$1,200 Match: \$800 Total: \$2,000</p>
<p>Name: WBMP Erosion Site E25</p> <p>Location: Embankment Erosion Repair at Roadway Culvert Crossing on Bear Brook Saco, Maine</p>	<p>This erosion retrofit project was ranked 10th highest in the Goosefare Brook WBMP.</p> <p>This project is located on the Old Orchard Beach Campground. The erosion control issues are associated with non-stabilized embankments along a secondary gravel access road that provides emergency vehicle access into the campground.</p> <p>The private property owner will be performing the remedial work associated with this erosion site under the supervision of City of Saco staff.</p>	<p>Minor reshaping and compaction of the embankments surface. Installation of erosion control mix on the 2H:1V embankments within the immediate areas adjacent to the culvert crossing. Placement of loam, seed and mulch to establish vegetation within remaining disturbed areas.</p>	<p>Grant: \$500 Match: \$1,500 Total: \$2,000</p>
<p>Name: WBMP Erosion Site E26</p> <p>Location: Stream Bank Erosion Repair by Cumberland Avenue Saco, Maine</p>	<p>This erosion retrofit project was ranked 11th highest in the Goosefare Brook WBMP.</p> <p>This stream bank erosion is located on the outside bend in the stream channel, downgradient of man-made debris in the stream channel. It is likely that the flow dynamics in the stream channel are altered by the debris during high flow events to cause the bank erosion.</p>	<p>City will attempt to work with a private property for the removal of the man-made debris from channel and restoration of disturbed and eroded areas. The restoration work will include re-grading of the existing eroded channel embankment to create gentler slopes suitable for establishment of vegetated slope through the use of plant plugs or other plant material.</p>	<p>Grant: \$300 Match: \$200 Total: \$500</p>

Goosefare Brook Watershed Restoration Project - Phase I, City of Saco
NPS Project #2017RT06

NPS Site Name & Location	Describe the NPS Site & Conditions at the Site Causing Polluted Runoff to Reach Surface Waters	BMPs Recommended	Construction Cost Estimates: Grant, Match, Total
<p>Name: WBMP Riparian Buffer Site B33</p> <p>Location: Buffer Plantings/Restoration on Goosefare Brook near Industrial Park Road Saco, Maine</p>	<p>This buffer restoration retrofit project was ranked 4th highest in the Goosefare Brook WBMP.</p> <p>This buffer restoration project is located on the main stem of the Goosefare Brook as it approaches the Industrial Park Road culvert crossing. Historical clearing operations along the roadway embankment and adjacent developed parcels, has removed portions of the riparian corridor.</p> <p>This buffer restoration work will be performed in conjunction with the culvert replacement work and erosion site E10 summarized above.</p>	<p>Establish no cut buffer area along the affected portion of the stream channel and replant vegetation to establish shade canopy.</p> <p>The stream buffer restoration work will provide for a minimum riparian buffer width of 25'.</p>	<p>Grant: \$480 Match: \$320 Total: \$800</p>
<p>Name: WBMP Riparian Buffer Site B12</p> <p>Location: Remove Lawn and Establish Buffer to</p>	<p>This buffer restoration retrofit project was ranked 8th highest in the Goosefare Brook WBMP.</p> <p>This buffer restoration project is located at the rear of a residential lot that has resulted in the removal of natural vegetation and establishment of lawn vegetation.</p>	<p>City will attempt to work with a private property owner to obtain restrictive covenants to remove the manicured lawn vegetation and establish a minimum 25' wide riparian buffer along the stream. The City will provide recommendations on buffer plant materials, assist in planting operations, and provide cost sharing with property owner.</p>	<p>Grant: \$420 Match: \$280 Total: \$700</p>
<p>Name: WBMP Riparian Buffer Site B13</p> <p>Location: Enhance Buffer Plantings at Erosion Site E26</p>	<p>This buffer restoration retrofit project was ranked 9th highest in the Goosefare Brook WBMP.</p> <p>The exiting riparian stream buffer has been disturbed in the immediate area of the Erosion Site E26.</p>	<p>City will attempt to work with a private property owner to obtain permission to restore the riparian buffer. The restoration work will include re-grading of the existing eroded channel embankment to create gentler slopes suitable for establishment of vegetated slope through the use of plant plugs or other plant material.</p>	<p>Grant: \$220 Match: \$160 Total: \$400</p>
<p>Name: WBMP Riparian Buffer Site B22</p> <p>Location: Install Buffer Plantings on Bear Brook near City Pump</p>	<p>This buffer restoration retrofit project was ranked 10th highest in the Goosefare Brook WBMP.</p> <p>Approximately 250' of the stream embankment has been stabilized with riprap material and the majority of any tree or shrub vegetation has been removed.</p>	<p>The stream corridor will be enhanced to the extent permission by removing portions of the riprap stone and installing tree and shrub plantings to shade the open stream channel.</p>	<p>Grant: \$720 Match: \$480 Total: \$1,200</p>

Photo 1 – Existing Conditions View of Stormwater Retrofit Site 11A

Surface runoff from a portion of Fairfield Street (foreground of photo) and Main Street (background of photo) enter two catch basins within the intersection that discharge to the headwaters of Bear Brook (tributary to Goosefare Brook).

The proposed stormwater retrofit BMP will be an underdrain soil filter basin located within the lawn area shown in the photo. Two curb inlets will be installed to divert street runoff into the filter basin before entering the two existing catch basins.

This stormwater retrofit project is highly visible to motorists and pedestrians along Main Street (Route 1) and will provide an excellent opportunity for public educational awareness and outreach. A small viewing area will be incorporated into the final sidewalk restoration plan, including provisions for the installation of informational signage.

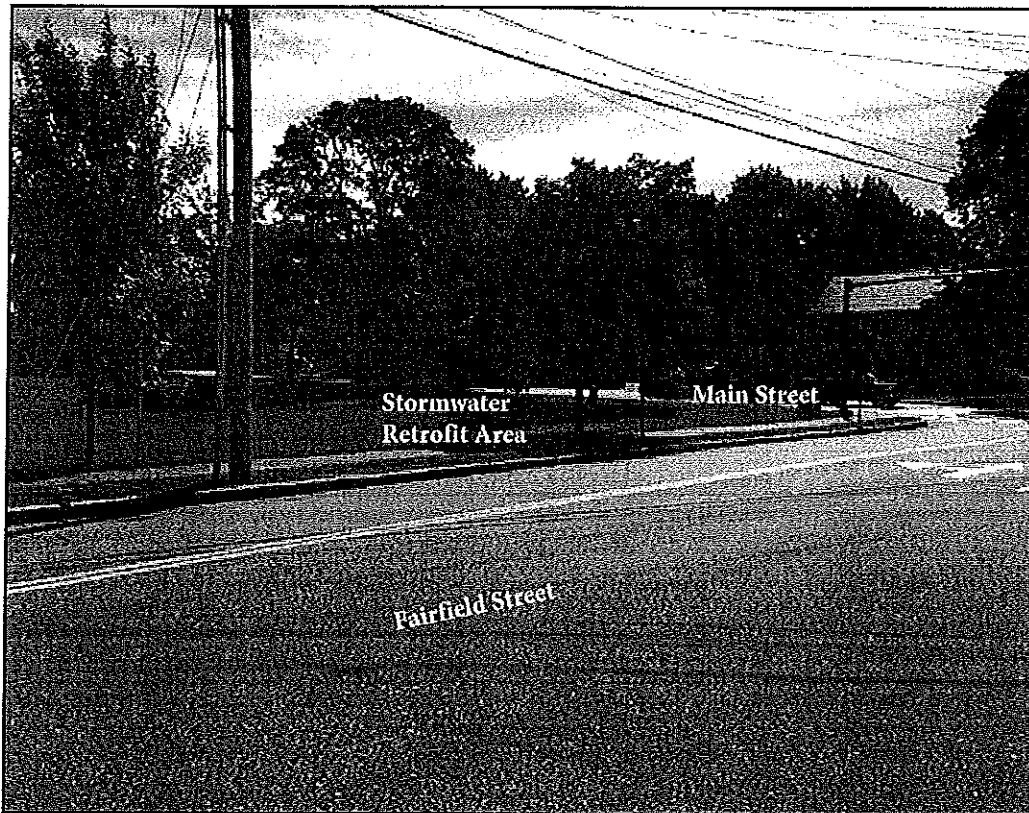


Photo 2 – Existing Conditions View of Stormwater Retrofit Site 11B

Runoff from the two approach lanes of Fairfield Street enter a catch basin at the signalized intersection with Main Street. This catch basin connects to a storm drain system that discharges into the headwaters of Bear Brook (tributary to Goosefare Brook).

The proposed stormwater retrofit BMP will be a linear biofilter constructed within the esplanade area. Two curb inlets will be installed to divert street runoff into the biofilter before entering the existing catch basin.

The existing sidewalk will be shifted away from the curblines by 3' to 4' to increase the width of the esplanade and biofilter system.

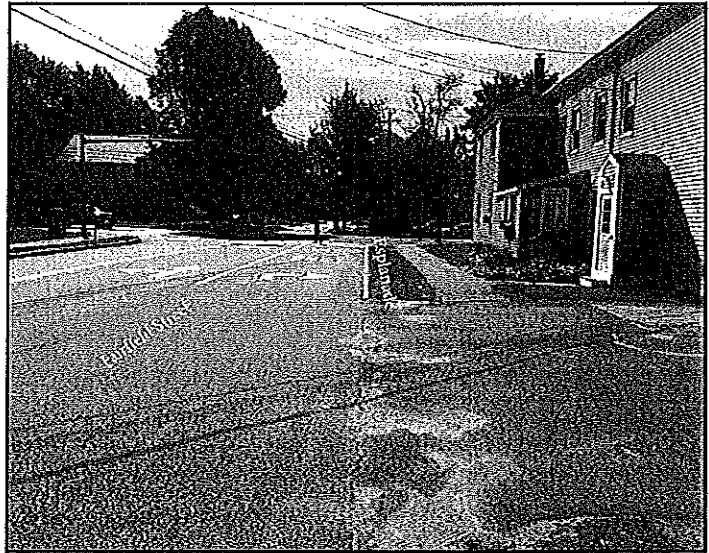


Photo 3 – Existing Conditions View of Stormwater Retrofit Site 44

Runoff from Ocean Park Road enters two existing catch basins that discharge to Goosefare Brook.

The proposed stormwater retrofit BMP will include the installation of two tree box filters upgradient of the existing catch basins. Modifications of the existing curb line and stormdrain system will be performed to accommodate the installation of the tree box filters.

