

Advantage No: _____

STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Agreement to Purchase Services

THIS AGREEMENT, made this 1st day of January 2017, is by and between the State of Maine, Department of Environmental Protection, hereinafter called "Department," and Penobscot County Soil & Water Conservation District, located at 1423 Broadway, Suite 2, Bangor, ME 04401 telephone # 207-947-6622, hereinafter called "Provider", for the period of January 1, 2017 to December 31, 2018.

The AdvantageME Vendor/Customer Number of the Provider is VC1000072243.

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.

Provider: Penobscot County Soil & Water Conservation District

By: Amy J. Polych, District Manager
Name and Title, Provider Representative

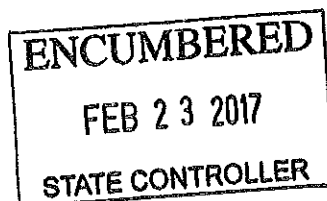
Date: 1/23/17

and

Department of Environmental Protection

By: Paul Mercer
Paul Mercer, DEP Commissioner

Date: 2-14-17



Total Agreement Amount: \$47,345.

The approval and encumbrance of this Agreement by the Chair of the State Procurement Review Committee and the State Controller is evidenced only by a stamp affixed to this page or by an Approval Cover Page from the Division of Purchases.

Kevin M. Scher

Encumbrance # **06A 20170105*2051**

Department of Environmental Protection

Vendor Name: Penobscot County Soil & Water Conservation District

AdvantageME ACCOUNT CODING

FY17 (July 1, 2016 – June 30, 2017)

VC NUMBER	TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	ACTIV	SUB ACTIV	PROGRAM
VC100072243	\$5,000	013	06A	2179	13	6401	2017	RR04	FY15770
VC	\$		06A						

FY18 (July 1, 2017 – June 30, 2018)

VC NUMBER	TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	ACTIV	SUB ACTIV	PROGRAM
VC100072243	\$35,000	013	06A	2179	13	6401	2017	RR04	FY15770
VC	\$		06A						

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

VC NUMBER	TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	ACTIV	SUB ACTIV	PROGRAM
VC100072243	\$7,345	013	06A	2179	13	6401	2017	RR04	FY15770
VC	\$		06A						

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

VC NUMBER	TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	ACTIV	SUB ACTIV	PROGRAM
V	\$		06A						
VC	\$		06A						

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

\$47,345 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: **#2017RR04 Cold Stream Pond Watershed 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** \$47,345.

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: Greg Beane
Title: Environmental Specialist III
Address: DEP Bangor Regional Office, 106 Hogan Road, Bangor, ME 04401
Email: greg.e.beane@maine.gov
Tel: 207-592-2084

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 deappropriated, 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

RIDER D

Vendor Name: _____ CT #: _____ Date: _____

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

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

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

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

Amy Polgot, District Manager
Name and Title, Authorized Representative

Amy J. Polgot
Signature

Instructions for Certification

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

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department of Environmental Protection may terminate this transaction for cause or default.

RIDER 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 .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. Reference Admin condition #12 of U.S. EPA Award to DEP referred to as PPG 2015 Award.

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(e) (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.

2017RR04 Cold Stream Pond Watershed Protection Project (Phase I)
Penobscot County Soil and Water Conservation District

Watershed Information

In the MDEP's 2014 *Maine Nonpoint Source Management Plan, 2015-2019*, Cold Stream Pond is listed as a Priority Watershed due to threats to its "outstanding water quality." It lies within the Penobscot River watershed, which has been designated by The National Oceanic and Atmospheric Agency (NOAA) as a "Habitat Focus Area" (one of ten in the world). With its close proximity to Lincoln, Old Town, and Bangor, Cold Stream Pond is a popular recreation lake both with property owners and day users. The Town of Enfield and Maine Department of Inland Fisheries and Wildlife (MDIFW) maintain a public boat launch and lake access. The Town of Enfield also manages a heavily used public beach facility (Morgan's Beach). Swimming, fishing, wildlife viewing, non-motorized boating, and continued high property values are dependent on keeping the water quality outstanding.

Cold Stream Pond is an uncolored, oligotrophic lake with an area of 1,465 ha (3,619 ac) and a maximum depth of 32 m (104 ft). Mean depth is 12 m (40 ft.). Total watershed area is 5,620 ha (22 sq. mi). The lake is in Penobscot County, in the towns of Enfield, Lincoln, and Lowell. Cold Stream Pond is comprised of two distinct basins separated by a narrows. The upper (northern) basin is has significantly shallower depths. Inlets to the lake include Smelt Brook, Miles Brook, and several other small streams. The lake's outlet is Cold Stream, in Enfield.

The lake is managed by the Maine Department of Inland Fish and Wildlife (MDIFW) as a cold-water fishery and is popular with anglers who fish primarily for lake trout and landlocked salmon. MDIFW has instituted regulations designed to reduce a small mouth bass population that was established by illegal stocking several years ago. Continued high water quality is essential for the operation of the MDIFW fish hatchery in Enfield, which draws water from the lake. The annual count of loons on the lake for the last ten years has averaged 20 adults and 1-2 chicks.

The excellent water quality of Cold Stream Pond makes it an especially valuable recreational and fishery resource worthy of special protection. Water quality data have been periodically collected by the MDEP and the Maine Volunteer Lake Monitoring Program (VLMP) since 1970. A summary of data from samples taken from the lower basin (MIDAS 2146 Sample Station 1) in 2011 showed "a mean Secchi disk transparency (SDT) of 10.2 m (33 ft.). Total phosphorous (TP) ranged from 3 to 7 parts per billion (ppb) with an average of 5 ppb. Chlorophyll-a (Chla) ranged from 0.4-3.4 ppb with an average of 1.6 ppb. Dissolved oxygen (DO) readings have shown minimal depletion in the lower basin's deeper parts. In the upper basin (MIDAS 2146 Sample Station 2), SDT averaged 6.6 m (22ft). The range of TP was 4-8 ppb with an average of 6 ppb. Chla ranged from 1.1-3.4 ppb with an average of 2.12 ppb."

The Cold Stream Camp Owners Association "CSCOA" was first established in the 1970s, primarily due to concerns about a proposed 1,500-unit development along the east shore of the lake. The associated waste water treatment needs and pollution potential were the main sources of these concerns. The association, now with over 200 members, was reconstituted in 1994 with a focus on shoreline protection and water quality issues.

In 1999 a project funded by a grant under Section 319 of the Clean Water Act (CWA), "Cold Stream Pond Watershed Survey & BMP Demonstrations" was implemented which consisted of a watershed survey, technical assistance to landowners to implement sound conservation practices, and the installation of five Best Management Practices demonstration projects.

In 2011 the CSCOA partnered with PCSWCD and the University of Maine Cooperative Extension Service to conduct a watershed survey which was funded by a USEPA Section 319 grant. In 2015 the CSCOA partnered with the PCSWCD to prepare a plan to protect the pond, "Cold Stream Pond Watershed-based Protection Plan". The plan was approved by EPA in February, 2016. Also in 2015, the CSCOA established a cadre of volunteers to be certified by the Maine Lakes Society as LakeSmart screeners. Participating landowners are provided detailed recommendations for improving the ability of shorefront properties to protect lake water quality. Screenings and implementation of recommended practices are voluntary.

Problem/ Need

As with other lakes in Maine, the greatest threat to water quality in Cold Stream Pond is polluted run-off. During and after storms, soil and nutrients, particularly phosphorous, are carried into the lake via ditches, roads, and overland flow. Phosphorous is a common element in soils around the lake and also may enter the lake from use of fertilizers or from inadequate septic systems. Another threat comes from growth which, if managed improperly, can result in conversion of forest lands into developed lands and contribute to a decline in water quality.

The watershed survey identified 142 sites where erosion was occurring or where shoreline protection measures were inadequate. The majority of the sites were found on individual residential properties. About half (70 properties) lacked an adequate shoreline buffer. Most of these issues on individual properties can be addressed with low cost (<\$500) actions. About 20 percent of the identified sites were associated with private roads. This represents a change from conditions documented in a 1999 watershed survey which found that 55 percent of problem sites were associated with private roads. However, there is a far greater volume of sediment and runoff associated with these sites. Public and private roads can be a major contributor of soil that enters the lake across either properties lacking effective shoreline buffers or via stream channels connected to road ditches. Effective shoreline buffers are the last line of defense keeping runoff from reaching the lake, but the source of that runoff is mostly from roads.

Many road issues could be addressed through annual road maintenance programs conducted by road associations. Taken individually, most problems identified in the watershed survey were rated as having low to moderate impact. Collectively however, they have the potential to seriously impact water quality of Cold Stream Pond in the long run, additionally, new problems have been identified since the watershed survey.

Purpose

The project will conduct work described in the Cold Stream Pond Protection Plan (2015) aimed at maintaining or improving water quality by reducing export of sediment and phosphorus from the watershed into the pond. The project will accomplish a substantial reduction in soil erosion and phosphorus runoff to the lake by the installation of BMPs at 10 gravel road sites and 10 residential sites documented in the watershed survey as high priority sites. This project will also

prevent new sources of phosphorous from entering the lake by promoting sound best management practices thru: LakeSmart screenings; outreach and promoting sound road maintenance practices (including dissemination of information, demonstrations, and workshops for road crews, contractors, and road associations); improve communication about opportunities for CSCOA buffer grant and watershed protection grant programs to increase participation in implementing BMPs

Project Duration 21 months

Start Date: March 2017

Completion Date: December 2018

General Project Plan

The Cold Stream Pond Watershed Protection Project (Phase I) is intended to address the highest priority nonpoint pollution (NPS) sources identified in the watershed survey and outlined in the watershed based plan. Future projects (Phase 2) will address remaining and additional high priority sources identified through future updates to the watershed survey.

NPS pollution will be reduced through the installation of BMPs on priority road sites and through cost-sharing for BMP installation on priority residential sites. Awareness of water quality threats and practices to protect water quality will be increased through implementation of LakeSmart property screenings, road maintenance workshops, and public outreach. It is anticipated that the installation of BMPs during phase I will reduce sediment inputs to Cold Stream Pond by 55.5 tons per year and phosphorous loading by 47 pounds per year.

PCSWCD will be the project manager and Kennebec County SWCD (KCSWCD) will participate as a sub-grantee. The CSCOA will provide local coordination and volunteer match and KCSWCD will provide technical expertise regarding erosion and sedimentation control BMP design and implementation. The CSCOA will provide primary direct funding and in-kind services (labor). The Town of Enfield will provide funding for sites within the Town of Enfield. The Town of Lincoln will provide in-kind support of equipment and labor for a site in the Town of Lincoln. A steering committee w representatives from PCSWCD, CSCOA, Maine DEP and the Towns of Enfield and Lincoln will be established to guide the project over its duration.

It is anticipated that some priority sites will be addressed by the Town of Enfield, Town of Lincoln, and road associations prior to the implementation of the grant and remaining sites will be prioritized accordingly, PCSWCD will:

- Not use 319 project funds to undertake, complete or maintain work required by existing permits (including Maine NPDES permits and corresponding Stormwater Management Program (SWMP) consent decrees or other orders.
- Exercise best professional judgement selecting NPS sites and designing/installing BMP's
- Use BMPs described in Maine BMP guidance manuals, or BMPs otherwise acceptable to DEP

- Ensure that permits required for construction are secured prior to construction and BMPs are constructed in an acceptable manner, before reimbursing landowners according to applicable Cost Sharing Agreements.

This project will be conducted in accordance with applicable quality assurance procedures in the DEP document "Maine Section 319 Management Program Quality Assurance Program Plan (<http://www.maine.gov/dep/blwq/docgrant/319.htm>).

TASKS, SCHEDULES & ESTIMATED COSTS

Task 1 – Project Management

PCSWCD and Maine DEP will sign a contract outlining project roles, responsibilities and funding arrangements. PCSWCD will track project progress, costs and match, submit deliverables, write semi-annual Progress Reports (PRs) and one Final Project Report (FPR). KCSWCD, as a sub-grantee, will provide technical assistance primarily to evaluate NPS sites, selection and designing erosion and sedimentation control BMPs and preparation of annual Pollutants Controlled Reports. Contracting for services (or goods) paid for with project funds will be arranged and carried out using procurement procedures as described in DEP's Nonpoint Source Grant Administrative Guidelines. CSCOA will establish use of NPS Site Tracker spreadsheet tool to accumulate and record information about NPS sites observed during this project to enable activity in future years to maintain existing BMPs and address new NPS sites. (4/17 to 12/18).

Anticipated 1st year output: Signed agreement with KCSWCD, 2 PRs, 1 PCR

Cost: Grant-\$5,040 Match-\$0 Total-\$5,040

Task 2 - Steering Committee Meetings

A steering committee (SC) will guide project activities and meet at least four times during the grant period. This committee will include representatives from the PCSWCD, CSCOA, MDEP, Town of Enfield, Town of Lincoln, and interested landowners from the watershed. Meeting notes from each meeting will be submitted as a deliverable. (5/17 to 3/18)

Anticipated 1st year output: 2 SC meetings

Cost: Grant-\$1,000 Match - \$3,824 Total - \$4,824

Task 3 – NPS Abatement at Road Sites

The PCSWCD, KCSWCD and CSCOA will provide technical and financial assistance to help install BMPs on roads at ten or more high priority NPS sites identified in the watershed survey. Project staff will exercise best professional judgment in the selection, design and installation of BMPs and will design and install BMPs according to Maine BMP manuals or use other BMPs acceptable to the MDEP. MDEP guidelines, "Using Project Funds for Construction of BMPs at Road-related Sites" will be used to evaluate road-related NPS sites. Cost-share of 60% and

operation/maintenance agreements will also be prepared and signed. PCSWCD will develop NPS site reports for each site where NPS mitigation work was done. Candidate sites are described on page 10. Final site selection may change pending landowner agreements and (where necessary) permit approval.

Anticipated 1st year output: 5 NPS abatement projects at road sites, Cost-share agreements and NPS Site Reports. (5/16 – 11/17)

Cost: 319 Funds - \$23,345 Local Match - \$29,092 Total - \$52,437

Task 4 – NPS Abatement at Residential Sites

The PCSWCD, KCSWCD and CSCOA will provide technical assistance and cost-sharing for implementation of NPS abatement at ten or more of the highest priority residential sites identified by the watershed survey. All landowners with property identified as having high or medium impact sites will receive a targeted mailing offering cost-sharing of up to 60% or a maximum of \$750. A site visit by certified LakeSmart screeners will be used to develop specific site plans and a Cost-share agreement will be signed which will specify how work will be done and what maintenance will be required to keep BMPs in good working order. PCSWCD will develop NPS site reports for each site where NPS mitigation work was done. Final site selection may change pending satisfactory completion of a cost-sharing agreement and permit approval. Conservation measures eligible for cost-sharing include establishing buffer vegetation, dripline trenches, dry wells, erosion control mulching, infiltration steps, pathways, plunge pools, rubber razors, reshaping of driveways, turnouts, bank stabilization, rip-rapping, open-top culverts, and other BMPs.

Anticipated 1st year output: 5 NPS projects and NPS Site Reports. (5/16 – 11/17)

Cost: 319 Funds - \$8,500 Local Match - \$5,640 Total - \$14,140

Task 5 – LakeSmart Evaluations to Promote Landowner Use of BMPs

The CSCOA will expand the implementation of the LakeSmart program begun in 2015. At the request of landowners, certified screeners will visit lakeside properties to evaluate the property's ability to prevent sediment and other pollution from entering the lake. A detailed list of recommendations and appropriate BMPs will be provided to each landowner following the visit. Properties which qualify for a LakeSmart award will receive 2 metal signs to post on the property. At least 10 properties will be screened. CSCOA will submit a table listing LakeSmart evaluations conducted: NPS site location, NPS problem, and BMPs recommended and BMPs implemented, if any.

Anticipated 1st year output: 5 LakeSmart screenings and landowner recommendation forms. (5/16 – 11/17)

Cost: 319 Funds - \$0 Local Match - \$1,432 Total - \$1,432

Task 6 – Education and Outreach

Subtask a. General Public

Motivate shorefront property owners and others to implement practices which protect and improve water quality. This will be accomplished through a minimum of 4 newsletter articles, a minimum of 2 presentations, a minimum of 4 web site postings, a minimum of 4 press releases

and displays as needed. Signs will be erected at NPS abatement sites to explain the installed practices.

Subtask b. Workshops on Road Maintenance

Two (2) workshops will be conducted to educate road associations, road maintenance personnel, contractors, town officials, and others about effective road maintenance practices needed to both, effectively maintain roads and prevent sediment export to protect lake water quality. Workshops will be advertised through local newspapers and lake association and district websites.

All press releases, outreach materials, BMP project signs and plans will acknowledge that the project is funded in part by the United State Environmental Protection Agency 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, Rider A. Section III. F. Acknowledgement.

Anticipated 1st year output: one presentation at the CSCOA annual meeting, a mailing to watershed residents advertising the availability of technical assistance & residential matching grants, two postings on the CSCOA & PCSWCD websites, two press releases, one workshop, and add signs as needed. (4/16 – 12/17)

Cost: 319 Funds - \$7,000

Local Match - \$7,963

Total - \$14,963

Task 7 – Pollutant Reduction Estimates

The PCSWCD with assistance from KCSWCD will estimate NPS pollutant load reductions and resources protected by this project. Pollutant load reduction estimates will be developed & reported as follows: During design or installation of conservation practices at NPS abatement sites, appropriate field measurements will be recorded to prepare written estimates of pollutant load reductions. Estimates will be prepared for all NPS abatement 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/step1/>) and/or the U.S. Forest Service WEPP Road Model (<http://forest.moscowfsl.wsu.edu/fswcpp/>). Results will be summarized on a standard form provided by DEP titled "Pollutants Controlled Report" (PCR). The PCR and supporting documentation will be submitted to the MDEP Agreement Administrator by December 31 of each year until project completion. (4/16 – 12/17)

Anticipated 1st year output: 1 PCR

Cost: 319 Funds - \$1,460

Local Match - \$0

Total - \$1,460

DELIVERABLES

Three (3) copies of each Deliverable will be provided to the DEP Agreement Administrator. Each deliverable will be labeled according to procedures described in the DEP document "Nonpoint Source Grant Administrative Guidelines".

1. Progress Reports, NPS Site Tracker Summary & Final Project Report (Task 1)
2. Steering Committee notes (Task 2)
3. NPS Site Report for each NPS Site (Tasks 3 & 4)
4. Table listing LakeSmart evaluations conducted: NPS site location; NPS problem; BMPs recommended; and BMPs implemented, if any (Task 5)
5. Copies of press releases, web postings, photos of signs, newspaper articles and workshop summaries (Task 6)
6. Pollutants Controlled Report each year until project completion (Task 7)

INTERAGENCY COORDINATION, ROLES & RESPONSIBILITIES

- **The Penobscot County Soil and Water Conservation District** will serve as the project Grantee and will be responsible for the overall coordination of project activities.
- **The Cold Stream Camp Owners Association** will provide local project oversight and implementation of project activities. The CSCOA will provide cash match and in-kind (labor) project funding.
- **The Town of Enfield** will provide cash match and in-kind funding (labor) for projects within the Town of Enfield.
- **The Town of Lincoln** will provide in-kind funding (equipment and labor) for projects in the Town of Lincoln.
- **Gardner Logging Services** will provide in-kind funding (equipment and labor) for a project in Lowell.
- **The Maine Department of Environmental Protection** will administer project funding, participate on the steering committee, serve as the project advisor and provide project and technical support.
- **The US Environmental Protection Agency** will provide project funding and program guidance.

ENVIRONMENTAL OUTCOME

This project will help Cold Stream Pond maintain Class GPA Standards. Preliminary estimates indicate that BMP's installed under this project will reduce pollutant loading by an estimated 55.5 tons of sediment and 47 lbs. of phosphorus per year.

PROJECT COORDINATOR

Amy Polyot
Penobscot County Soil and Water Conservation District
1432 Broadway, Suite 2
Bangor, ME 04401
207-947-6622 amy.polyot@penobscotswcd.org

ESTIMATED TOTAL COST, FEDERAL & NON-FEDERAL SOURCES & AMOUNTS:

Total Project Cost:	\$95,295
Federal Section 319(h) Grant:	\$ 47,345
Non-federal Match:	\$ 47,950

Sources of Non-federal Match	Amounts
Cold Stream Camp. Assoc. (cash \$8,550, in-kind services \$9,621)	\$18,171
Penobscot County Soil and Water Cons. Dist. (in-kind services \$3,000)	\$3,000
Town of Enfield (\$10,00 cash)	\$10,000
Town of Lincoln (up to \$12,000 in-kind services- heavy equipment)	\$10,000
Cold Stream Pond homeowners (\$2,500 cash match or in-kind labor)	\$2,500
Gardiner Logging Services (\$3,500 in-kind services—heavy equipment)	\$3,500
Town officials (\$779 in-kind services- labor)	\$779
Total	\$47,950

BUDGET INFORMATION

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

Position Name & Title	Hourly Rate	Number of Hours	Salary & Fringe	Total Grantee Personnel Expenses
Amy Polyot, Project Manager	\$40	350	\$14,000	\$14,000
Totals	\$40	350	\$14,000	\$14,000

Part 2. Budget Estimates by Cost Category

Cost Category	Federal Funds Section 319	Non-Federal Match	Total Cost
Salary & Fringe (from Part 1)	\$11,000	\$3,000	\$14,000
Subgrant	\$7,000	\$2,450	\$9,450
Construction	\$28,345	\$30,100	\$58,445
Donated Services – Labor		\$10,268	\$10,268
Travel (mileage total)		\$132	\$132
Supplies (see note)	\$1,000	\$1,000	\$2,000
Other (specify)			
Indirect Costs			
Totals	\$47,345	\$47,950	\$95,295

NOTES:

1. Subgrant. KCSWCD (sub-grantee) will provide technical assistance primarily to evaluate NPS sites, selection and designing erosion and sedimentation control BMPs and preparation of annual Pollutants Controlled Reports.

2. Supplies:

- Printing services for approximately 450 postcards
- Postage for postcards
- Printing costs for workshop handouts/reading materials
- White printer paper
- Metal signs & posts
- Basic office supplies as needed

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
C 21,23,24,26,27 Birch Lane Logging road Est. soil loss 26 t/y	Severe gully erosion along 1 mile of road causing run-off into lake at numerous points.	Reconstruct road with fill as needed, restore and construct turn-outs to divert water to buffer, replace culverts.	Grant \$12,000 Match \$7,000 Total \$19,000
B12 Stanhope Mill Rd. Extension Est. soil loss 8 t/y	Gully erosion (800ft) delivering sediment directly into Smelt Brook, major lake trib.	Reshape inside ditch bank. Line with angular rock. Install check dams.	Grant \$8,000 Match \$10,000 Total \$18,000
E15 Cedar Rest Public Boat Launch Est. soil loss .75 t/y	Gully erosion (130 ft.) delivering sediment directly to lake.	Create turn-outs to move water off road. Expand buffer. Resurface road.	Grant \$150 Match \$1,400 Total \$1,650
E1 Cedar Rest Rd. ditch Est soil loss 4 t/y	Road surface and ditch (1,100 ft.) eroding into lake.	Remove berms, reshape road, create turn-outs, shape and revegetate ditch.	Grant \$150 Match \$1,600 Total \$1,750
B 2016-01 Lemay Rd culverts Est. soil loss 2 t/y	Bank erosion causing run-off into stream which feeds directly into lake	Replace 2 failing culverts with one longer culvert. Place rock on banks, construct plunge pool, and revegetate.	Grant \$200 Match \$2,600 Total \$2,800
E38 Enfield Town Boat Launch parking Est. soil loss .5 t/y	Parking (1,500 sq. ft.) area eroding directly into lake	Regrade, place barrier rocks, expand buffer along ditch.	Grant \$0 Match \$600 Total \$600
A 05 & 10 Davis Rd. culverts Est. soil loss 1.5 t/y	Erosion around culvert outlets. Ditches conveying sediment to lake	Place rock at culvert ends. Construct 2 plunge pools.	Grant \$0 Match \$1,200 Total \$1,200
C 05 Lower Webb Cove Rd Est. soil loss 3 t/y	Erosion from road and ditch entering lake.	Reshape road, place rock in ditch.	Grant \$125 Match \$1,200 Total \$1,325
E 30, 34 Abbott Drive Est. soil loss 2 t/y	Ditch erosion along 1,300 ft. delivering sediment directly into lake	Crown road, create turn-outs and dips	Grant \$120 Match \$1,500 Total \$1,620