

EPA ENFORCEMENT ACCOUNTS RECEIVABLE CONTROL NUMBER FORM FOR ADMINISTRATIVE ACTIONS

This form was originated by Wanda I. Santiago for Michael Wagner
Name of Case Attorney

3/12/13
Date

in the ORC (RAA) at 918-1113
Office & Mail Code Phone number

Case Docket Number CWA-01-2012-0113

Site-specific Superfund (SF) Acct. Number _____

This is an original debt This is a modification

Name and address of Person and/or Company/Municipality making the payment:

City of Portland, ME
389 Congress Street
Portland, ME 04101

Total Dollar Amount of Receivable \$ 53,250.00 Due Date: 4/15/13

SEP due? Yes No Date Due _____

Installment Method (if applicable)

INSTALLMENTS OF:

1st \$ _____ on _____

2nd \$ _____ on _____

3rd \$ _____ on _____

4th \$ _____ on _____

5th \$ _____ on _____

For RHC Tracking Purposes:

Copy of Check Received by RHC _____ Notice Sent to Finance _____

TO BE FILLED OUT BY LOCAL FINANCIAL MANAGEMENT OFFICE:

IFMS Accounts Receivable Control Number _____

If you have any questions call: _____
in the Financial Management Office

Phone Number



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION I
ONE CONGRESS STREET SUITE 1100
BOSTON, MASSACHUSETTS 02114-2023

RECEIVED

2013 MAR 12 A 10:53

EPA ORC
OFFICE OF
REGIONAL HEARING CLERK

BY HAND

March 12, 2013

Wanda Santiago, Regional Hearing Clerk
U.S. Environment Protection Agency, Region I
5 Post Office Square, Suite 100 (ORA18-1)
Boston, MA 02109-3912

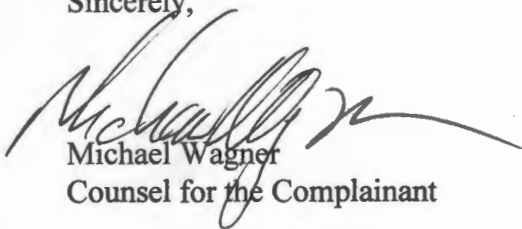
Re: In the Matter of City of Portland, Maine; Docket No. CWA-01-2012-0113

Dear Ms. Santiago:

Enclosed for filing, please find a Consent Agreement and Final Order (CAFO) settling the matter referenced above pursuant to 40 C.F.R. § 22.18(b).

Thank you for your attention to this matter.

Sincerely,


Michael Wagner
Counsel for the Complainant

Enclosure

cc: Danielle P. West-Chuhta

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 1

RECEIVED

2013 MAR 12 A 10: 53

EPA ORC
OFFICE OF
REGIONAL HEARING CLERK

In the Matter of:)
)
)
)
The City of Portland, Maine,)
389 Congress Street)
Portland, Maine)
)
Respondent.)
_____)

Docket No. CWA-01-2012-0113

**CONSENT AGREEMENT
AND FINAL ORDER**

This Consent Agreement and Final Order (“CAFO”) is issued under the authority granted to the United States Environmental Protection Agency (“EPA”) by Section 309(g) of the Clean Water Act (“CWA” or “Act”), 33 U.S.C. § 1319(g), and in accordance with the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits (“Consolidated Rules of Practice”), 40 C.F.R. Part 22.

I. PRELIMINARY STATEMENT

1. EPA initiated this proceeding against the City of Portland, Maine (“City” or “Respondent”) pursuant to Section 309(g) of the CWA, 33 U.S.C. § 1319(g), by filing an administrative complaint against Respondent, Docket No. CWA-01-2012-0113, on September 28, 2012 (the “Complaint”).

2. The complete factual and jurisdictional basis for proposing the assessment of a civil penalty is set forth in the Complaint and is incorporated herein by reference.

3. Maine has been given an opportunity to consult with EPA regarding the

assessment of the administrative penalty for CWA violations against Respondent.

4. Section 309(g)(4)(A) of the CWA, 33 U.S.C. § 1319(g)(4)(A), provides that, prior to issuing an order assessing a penalty under Section 309(g) of the CWA, 33 U.S.C. § 1319(g), EPA must provide public notice of, and reasonable opportunity to comment on, the proposed issuance of such order. EPA has satisfied this requirement by providing public notice of, and reasonable opportunity to comment on, the proposed issuance of such order.

II. CONSENT AGREEMENT

5. Respondent stipulates that EPA has jurisdiction over the subject matter alleged in the Complaint.

6. Respondent waives any defenses it may have as to jurisdiction and venue, and, without admitting or denying the facts and violations alleged in the Complaint, consents to the terms of this CAFO.

III. WAIVER OF RIGHTS

7. Respondent hereby waives its right to request a hearing under Section 309(g)(2)(B) of the CWA, 33 U.S.C. § 1319(g)(2)(B), and to any appeal of the Final Order in this matter under Section 309(g)(8)(B) of the CWA, 33 U.S.C. § 1319(g)(8)(B). Respondent consents to the issuance of the Final Order included with this Consent Agreement without further adjudication.

IV. PENALTY

8. EPA proposes and Respondent consents to the assessment of a civil penalty in the amount of fifty-three thousand two hundred fifty dollars (\$53,250).

V. PAYMENT TERMS

9. In agreeing to the penalty described in paragraph 8 above, EPA has taken into account the statutory penalty factors at Section 309(g)(3) of the CWA, 33 U.S.C. § 1319(g)(3).

10. Respondent shall pay a total penalty of fifty-three thousand two hundred fifty dollars (\$53,250) for violations of Section 301 of the CWA, 33 U.S.C. § 1311, within ten (10) days of the date this Agreement becomes final. Respondent shall make this payment by check, payable to "Treasurer, United States of America," referencing the case name and docket number of this action, "In the matter of The City of Portland, Maine, No. CWA-01-2012-0113," to:

U.S. Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
P.O. Box 979077
St. Louis, MO 63197-90000

11. At the time of payment, Respondent shall simultaneously send notice of the payment and copies of the checks to:

Wanda Santiago
Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100 (Mail Code ORA 18-1)
Boston, MA 02109-3912

and

Michael Wagner
Enforcement Counsel
U.S. Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100 (Mail Code: OES04-3)
Boston, Massachusetts 02109-3912

12. Pursuant to Section 309(g)(9) of the CWA, 33 U.S.C. § 1319(g)(9), a failure by the Respondent to pay the penalty assessed by this CAFO in full by its due date shall subject Respondent to a civil action to collect the assessed penalty, plus interest at the prevailing rates,

from the date this Agreement becomes final. The rate of interest assessed shall be at the rate set forth in 31 C.F.R. § 901.9(b), promulgated under 31 U.S.C. § 3717.

13. Any person who fails to pay on a timely basis the amount of an assessed penalty shall be required to pay, in addition to such amount and interest, attorney's fees, costs for collection proceedings, and a quarterly nonpenalty payment for each quarter during which such failure to pay persists. Such nonpayment penalty shall be in an amount equal to twenty percent of the aggregate amount of such person's penalties and nonpayment penalties that are unpaid as of the beginning of such quarter. In any such collection action, the validity, amount, and appropriateness of the penalty shall not be subject to review.

VI. SUPPLEMENTAL ENVIRONMENTAL PROJECT

14. Respondent shall undertake and complete a stream bank restoration supplemental environmental project ("SEP"), which the parties agree is intended to secure significant environmental improvements. In accordance with the schedule contained in the SEP Scope of Work (Attachment A), Respondent shall implement a project to restore the stream banks on both sides of Dole Brook in Portland, Maine. The SEP will benefit the environment by both preventing further erosion and enhancing water quality. The SEP is more specifically described in the SEP Scope of Work.

15. The total cost to the Respondent of the SEP shall be not less than forty-five thousand dollars (\$45,000.00) in accordance with the specifications set forth in the SEP Scope of Work. Respondent shall include documentation of the expenditures made in connection with the SEP as part of the SEP Completion Report required by Paragraph 17.

16. Respondent certifies that it is not a party to any open federal financial assistance

transaction that is funding or could be used to fund the same activity as the SEP. Respondent further certifies that, to the best of its knowledge and belief, there is no such open federal financial transaction that is funding or could be used to fund the same activities as the SEP, nor have either of the same activities been described in an unsuccessful federal financial assistance transaction proposal submitted to EPA within two years of the date of this settlement (unless the project was barred from funding as statutorily ineligible). For the purposes of this certification, the term "open federal financial assistance transaction" refers to a grant, cooperative agreement, loan, federally-guaranteed loan guarantee or other mechanism for providing federal financial assistance whose performance period has not yet expired.

SEP Completion Report

17. Respondent shall submit a SEP Completion Report to EPA within thirty (30) days of completion of the SEP. The SEP Completion Report shall contain the following information:

- (i) A detailed description of the SEP as implemented;
- (ii) A description of any operating problems encountered and the solutions thereto;
- (iii) Itemized costs, documented by copies of purchase orders and receipts, canceled checks, or wire transfer records;
- (iv) Certification that the SEP has been fully implemented pursuant to the provisions of this Consent Agreement and Final Order; and
- (v) A description of the environmental and public health benefits resulting from implementation of the SEP (with a quantification of the benefits and pollutant reductions, if feasible).

Quarterly Reports

18. Until Respondent submits its Completion Report for the SEP, Respondent shall

submit quarterly written reports (“Quarterly Reports”) outlining work performed on the SEP to date and funds spent to date, commencing with the first full calendar quarter following the effective date of this CAFO. Such reports shall be provided to EPA postmarked no later than the last day of the calendar month following the end of each calendar quarter. Calendar quarters end on the following dates: March 31, June 30, September 30 and December 31. Quarterly Reports are to be postmarked not later than April 30, July 31, October 31, and January 31. The first Quarterly Report shall be prepared for the calendar quarter during which the CAFO becomes final. Each Quarterly Report shall contain a narrative description of the SEP activities undertaken to date, an itemization (with copies of supporting documentation) of costs incurred with respect to the SEP, and a report of any difficulties or delays in the implementation of the SEP. The absence of EPA comments on the Quarterly Reports shall not constitute approval of the progress being made on the SEP or waiver of EPA’s rights to determine that the SEP was not completed satisfactorily and to take any action specified in Paragraph 23 of this Consent Agreement and Final Order.

19. Respondent agrees that an unexcused failure to submit an SEP Completion Report or any Quarterly Report required by Paragraphs 17 and 18 above shall be deemed a violation of this Consent Agreement and Order and that Respondent shall become liable for stipulated penalties pursuant to Paragraph 27 below.

20. Respondent shall submit all Quarterly Reports, the Completion Reports and any other notices required by this Consent Agreement and Order by first class mail to:

Alex Rosenberg
Office of Environmental Stewardship
U.S. Environmental Protection Agency, Region I
5 Post Office Square, Suite 100
Mail Code OES4-4
Boston, MA 02109-3912

21. In itemizing its costs in the SEP Completion Report, Respondent shall clearly identify and provide acceptable documentation for all eligible SEP costs. If the SEP completion report includes costs not eligible for SEP credit, those costs must be clearly identified as such. For purposes of this Paragraph, “acceptable documentation” includes invoices, purchase orders, or other documentation that specifically identifies and itemizes the individual costs of the goods and/or services for which payment is being made. Canceled drafts do not constitute acceptable documentation unless such drafts specifically identify and itemize the individual costs of the goods and/or services for which payment is being made.

EPA Right to Inspect

22. Respondent agrees that EPA may inspect the site of the SEP at any time in order to confirm that the SEP is being undertaken in conformity with the representations made herein.

Document Retention and Certification

23. Respondent shall maintain legible copies of documentation of the underlying research and data for any and all documents or reports submitted to EPA pursuant to this CAFO and shall provide the documentation of any such underlying research and data to EPA not more than seven days after a request for such information. In all documents or reports, including, without limitation, any SEP reports, submitted to EPA pursuant to this Consent Agreement, Respondent shall, by its owners, sign and certify under penalty of law that the information contained in such document or report is true, accurate, and not misleading by signing the following statement:

I certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

EPA Acceptance of SEP Completion Report and Determination of SEP Compliance

24. After receipt of the SEP Completion Report described in Paragraph 17 above, EPA will notify the Respondent in writing: (i) that EPA concludes that the SEP has been completed satisfactorily; (ii) that EPA has determined that the project has not been completed satisfactorily and is specifying a reasonable schedule for correction of the SEP or the SEP Completion Report; or (iii) that EPA has determined that the SEP does not comply with the terms of this CAFO and is seeking stipulated penalties in accordance with Paragraph 26 herein.

25. If EPA notifies Respondent pursuant to Paragraph 24 above that the EPA has determined that the project has not been completed satisfactorily and is specifying a reasonable schedule for correction of the SEP or the SEP Completion Report, Respondent shall make such corrections to the SEP and/or modify the SEP Completion Report in accordance with the schedule specified by EPA.

26. If EPA notifies Respondent pursuant to Paragraph 24 above that the SEP itself does not comply with the requirements of this CAFO, Respondent shall pay stipulated penalties to EPA in accordance with Paragraph 27 herein.

Stipulated Penalties

27. In the event that Respondent fails to comply with any of the terms or provisions of this Agreement relating to the performance of the SEP described in Paragraph 14 above and in Attachment A, or to the extent that the actual expenditures for the SEP do not equal or exceed the cost of the SEP described in Paragraph 14 above, Respondent shall be liable for stipulated penalties according to the provisions set forth below:

- (i) Except as provided in subparagraph (ii) immediately below, for a SEP which has not been completed satisfactorily pursuant to this Consent Agreement and Order, Respondent

shall pay a stipulated penalty to the United States in the amount of \$45,000, plus interest at the rate identified in Paragraph 12.

(ii) If the SEP is not completed in accordance with Paragraph 14 and Attachment A but the Complainant determines that the Respondent: a) made good faith and timely efforts to complete the project; and b) certifies, with supporting documentation, that at least 90 percent of the amount of money which was required to be spent was expended on the SEP, Respondent shall not be liable for any stipulated penalty.

(iii) If the SEP is completed in accordance with paragraph 14 and Attachment A , but the Respondent spent less than 90 percent of the amount of money required to be spent for the project, Respondent shall pay a stipulated penalty to the United States in the amount of the difference between \$45,000.00 and the amount of eligible costs that Respondent spent on the SEP, plus interest at the rate identified in Paragraph 12.

(iv) If the SEP is completed in accordance with Paragraph 13, and the Respondent spent at least 90 percent of the amount of money required to be spent for the project, Respondent shall not be liable for any stipulated penalty.

(v) For failure to submit the SEP Completion Report required by Paragraph 16(a) above or for failure to submit an adequate Completion Report, Respondent shall pay a stipulated penalty in the amount of \$250.00 per day for each day from the day after the report is due until the report is submitted, or in the case of an inadequate report, until the report is submitted with deficiencies addressed.

(vi) For failure to submit any other report required by Paragraph 18 above, Respondent shall pay a stipulated penalty in the amount of \$250.00 per day for each day from the day after the report is due until the report is submitted, or in the case of an inadequate report, until the report is submitted with deficiencies addressed.

28. The determinations of whether the SEP has been satisfactorily completed and whether the Respondent has made a good faith, timely effort to implement the SEP shall be in the sole discretion of EPA.

29. Respondent shall pay stipulated penalties not more than fifteen (15) days after receipt of a written demand by EPA for such penalties. The method of payment shall be in accordance with the provisions of Paragraph 10 above. Interest and late charges shall be paid as explained in Paragraph 12.

30. Nothing in this agreement shall be construed as prohibiting, altering or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondent's violation of this agreement or of the statutes and regulations upon which this agreement is based, or for Respondent's violation of any applicable provision of law.

Public Statements

31. Any public statement, oral or written, in print, film, or other media, made by Respondent making reference to the SEP shall include the following language, "This project was undertaken in connection with the settlement of an enforcement action taken by the U.S. Environmental Protection Agency for alleged violations of the Clean Water Act."

No Relief from Compliance; No Endorsement by EPA

32. This Consent Agreement and Order shall not relieve Respondent of its obligation to comply with all applicable provisions of federal, state or local law, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state or local permit, nor shall it be construed to constitute EPA approval of the design used or materials installed by Respondent in connection with either SEP undertaken pursuant to this Agreement.

Force Majeure

33. If any event occurs which causes or may cause delays in the completion of the SEP as required under this CAFO, Respondent shall notify EPA in writing not more than 10 days after the delay or Respondent's knowledge of the anticipated delay, whichever is earlier. The notice shall describe in detail the anticipated length of the delay, the precise cause or causes of the delay, the measures taken and to be taken by Respondent to prevent or minimize the delay, and the timetable by which those measures will be implemented. The Respondent shall adopt all reasonable measures to avoid or minimize any such delay. Failure by Respondent to comply with the notice requirements of this paragraph shall render this paragraph void and of no effect as to the particular incident involved and constitute a waiver of the Respondent's right to request an extension of its obligation under this CAFO based on such incident.

34. If the parties agree that the delay or anticipated delay in compliance with this CAFO has been or will be caused by circumstances entirely beyond the control of Respondent, the time for performance hereunder may be extended for a period no longer than the delay resulting from such circumstances. In such event, the parties shall stipulate to such extension of time.

35. In the event that the EPA does not agree that a delay in achieving compliance with the requirements of this CAFO has been or will be caused by circumstances beyond the control of the Respondent, EPA will notify Respondent in writing of its decision and any delays in the completion of the SEP shall not be excused.

36. The burden of proving that any delay is caused by circumstances entirely beyond the control of the Respondent shall rest with the Respondent. Increased costs or expenses associated with the implementation of actions called for by this CAFO shall not, in any event, be a basis for changes in this CAFO or extensions of time under Paragraph 34, above. Delay in achievement of one interim step shall not necessarily justify or excuse delay in achievement of subsequent steps.

VII. GENERAL PROVISIONS

37. The provisions of this CAFO shall apply to and be binding on Respondent, its officers, directors, agents, servants, employees, successors, and assigns.

38. The civil penalty provided under this CAFO, and any interest, nonpayment penalties, and charges described in this CAFO, shall represent penalties assessed by EPA within the meaning of 26 U.S.C. § 162(f) and are not tax deductible for purposes of federal, state, or local law. Accordingly, Respondent agrees to treat all payments made pursuant to this CAFO as penalties within the meaning of 26 C.F.R. § 1.162-21, and further agrees not to use those payments in any way as, or in furtherance of, a tax deduction under federal, state, or local law.

39. This CAFO does not constitute a waiver, suspension, or modification of the requirements the CWA, 33 U.S.C. § 1251 et seq., or any regulations promulgated or permits issued thereunder. Payment of the penalty pursuant to this CAFO resolves only Respondent's liability for federal civil penalties for the violations and facts alleged in the Complaint.

40. This CAFO in no way relieves Respondent or its employees of any criminal liability, and EPA reserves all its other criminal and civil enforcement authorities, including the authority to seek injunctive relief and the authority to undertake any action against Respondent in response to conditions which may present an imminent and substantial endangerment to the public health, welfare, or the environment.

41. Nothing in this agreement shall be construed as prohibiting, altering, or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondent's violation of this CAFO or of the statutes and regulations upon which the Complaint and this CAFO is based, or for Respondent's violation of any applicable provision of law.

42. The Parties shall bear their own costs and fees in this action, including attorney's

fees, and specifically waive any right to recover such costs from the other party pursuant to the Equal Access to Justice Act, 5 U.S.C § 504, or other applicable laws.

43. Each undersigned representative of the Parties to this Consent Agreement certifies that he or she is fully authorized by the party represented to enter into the terms and conditions of this CAFO and to execute and legally bind that party to it.

U.S. Environmental Protection Agency

Susan Studlien
Susan Studlien, Director
Office of Environmental Stewardship
U.S. Environmental Protection Agency, Region 1

Date: 01/15/13

CITY OF PORTLAND, MAINE

Samuel P. West

Date: 12/21/2012

FINAL ORDER

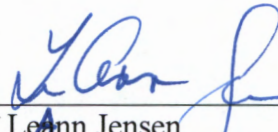
1. EPA has provided a thirty day opportunity for public notice and comment on this proposed CAFO pursuant to Section 309(g)(4)(A) of the Act, 33 U.S.C. §§ 1319(g)(4)(A), and 40 C.F.R. § 22.45(b) and has not received any public comments.

2. The foregoing Consent Agreement is hereby approved and incorporated by reference into this Order. The Respondent is hereby ordered to comply with the terms of the above Consent Agreement, which will become final thirty (30) days from the date it is signed by the Regional Judicial Officer unless a petition to set aside the order is filed by a commenter pursuant to Section 309(g)(4) (C) of the CWA, 33 U.S.C. § 1319(g)(4) (C), and 40 C.F.R. Part 22.

3. The Respondent is ordered to comply with the terms of the Consent Agreement, which will become final thirty (30) days from the date it is signed by the Regional Judicial Officer.

Date: _____

3/6/13



Leann Jensen
Acting Regional Judicial Officer
U.S. Environmental Protection Agency, Region I

**SCOPE OF WORK RE:
DOLE BROOK STABILIZATION**

HISTORY:

FB Environmental Associates (FBE) is pleased to assist Woodard & Curran and the City of Portland with this important project. As you know, FB Environmental has conducted successful restoration projects on several streams in New England. We also have experience working with Riverside Golf Course, and completed a small project planting trees and shrubs on the course in 2007 through the Presumpscot Targeted Watershed Initiative Grant. Additionally, Jen Jespersen, FBE Senior Project Manager, recently conducted a wetland delineation on the course, and visited the Dole Brook site with Gene Pierotti to observe the eroding stream bank and evaluate the need for stream bank stabilization and plantings.

Dole Brook is a 1.6 mile impaired stream in the City of Portland, listed in the Maine Statewide Impervious Cover TMDL draft report. The Dole Brook watershed covers 896 acres and is estimated to be 25% impervious. The brook begins in a wooded area behind Casco Bay High School and west of Washington Avenue in Portland. The brook then flows north through a large commercial development off of Riverside Industrial Parkway prior to passing under the Maine Turnpike south of Exit 52. The brook meanders through narrow stretches of wetland before it passes under Riverside Street. Dole Brook flows through Riverside Municipal Golf Course before it flows into the Presumpscot River. The project area that flows through the Riverside Golf Course is of special concern, particularly at the 17th hole (see photo, right).



View of Dole Brook near the 17th hole of the Riverside Golf Course. (Photo: W&C)

It is important to note that this stream has considerable bank erosion over the past years that may affect longevity and viability of buffer enhancement plan without addressing upstream hydrology issues.

TASKS:

Task 1: FB Environmental will conduct a preliminary investigation of the site based on GIS, aerial orthoquad investigation and an initial site visit with the course superintendent, W&C and the City of Portland. **Estimated Cost: \$3,000**

Task 2: FB Environmental will develop a detailed buffer enhancement for the project site. The planting plan is intended to cover the entire stretch of the stream along the 17th hole. The plan will include management of invasive species (to be implemented under separate proposal), and be discussed with the City of Portland and Riverside Golf Course in order to ensure stream protection while preserving the playability of the golf hole. As part of this plan, the feasibility of relocating the cart path away from the stream will be evaluated with summary of recommendations to be conducted under separate proposal. A permit by rule will be prepared, as necessary. It is not anticipated that City of Portland Site Plan review and application will be required. If it is required it is assumed that Site Plan application will be conducted by others. **Estimated Cost: \$8,000**

Task 3: FB Environmental staff scientists will work with Woodard and Curran to qualitatively evaluate the watershed-scale impacts to the stream with intention of defining implications for streamside planting plan. These impacts will include evaluation of watershed hydrology. **Estimated Cost: \$6,000**

Task 4: FB Environmental will order materials and will oversee and participate in a buffer planting (estimated at 1,000 linear feet x both sides of stream = 2,000 linear feet) on the course. It is anticipated that additional labor for the construction work will be provided by the Superintendent and staff at Riverside Golf Course. A combination of trees and shrubs are anticipated with a special emphasis on species that will provide strong root systems in order to help stabilize the eroding banks. **Estimated Cost: \$22,500**

Task 5: FB Environmental will develop a clear and concise Operation and Maintenance Plan for the City of Portland and Riverside Golf Course Buffer Plan. This plan will outline the necessary care of plant materials as well as the plan for now-mow zones to help protect the plants and the environmentally sensitive area. The O&M Plan will likely include recommendations to limit foot traffic in the area during golf play. As part of this task, FB Environmental will make annual site visits to the site for three years to evaluate the success of the plantings and to ensure that the O&M Plan is being followed. **Estimated Cost: \$5,500**

Deliverables: Preliminary site investigation report (Task 1), Detailed buffer enhancement plan (Task 2), Watershed and other hydrologic impacts report (Task 3), Operations and Maintenance Report (Task 5), Three Annual Site Monitoring Reports (Task 6).

Schedule: Preliminary site investigation report, buffer enhancement plan, watershed impacts report and other related design/planning needs to occur from December 2012-May 2013. Construction and implementation of the recommended design plans, planting of material in June –July 2013.

Total Cost (Labor + Plant Materials): \$45,000