1. Call to order

2. Roll call

3. Minutes (Attachment A)

4. Treasurer’s report

5. Executive Director's report

6. Old Business
   a. State Revolving Loan Fund American Recovery and Reinvestment Act Loan. To accept the resolution approving assignment of the loan agreement (Attachment B). The documents will be in a form similar to that provided as Attachment C (A form of assignment and assumption agreement); Attachment D (A form of loan agreement to be entered into with the Bond Bank). Also provided is the loan repayment schedule (Attachment E). Please note that the obligation to repay the loan agreement will be evidenced by a bond. The bond can be thought of as the promissory note in a conventional loan. It takes the promise to pay and puts it in a traditional bond form. In addition, there will be miscellaneous certificates (a clerk’s certificate, a no litigation certificate, a debt limit certificate, etc.) that establish certain facts (i.e., the vote to approve the assignment was adopted, etc.) that are needed to complete the transaction.

7. New Business
   a. Exemption from Maine’s sales and use tax. To authorize Perkins Thompson to prepare application to the Maine Revenue Services for exemption from Maine's Sales and Use Tax found in 36 MRSA Section 1760. To authorize the Board Chair to file all documents necessary for application.
   b. Engagement Letter - To authorize the Board Chair to sign the engagement letter/consent to engage Pierce Atwood LLP to provide bond counsel services for the purpose of assigning the $1,515,166 loan obligation by CCSWCD to LCWMD (Attachment F).

8. Public Comments

9. Adjourn
1. **Call to order**

2. **Roll call**
Gerard Jalbert, Curtis Bohlen, Mary Costigan, David Thomes, Jim Hughes (absent), John O’Hara, David Russell, Dan Bacon, Ed Palmer, Craig Gorris, Brian Goldberg (late), Tom Raymond, John Branscom (absent)

3. **Minutes (Attachment A)**
   - Mr. Russell made the motion to accept the minutes as presented. Mr. Palmer seconded the motion. The motion was approved unanimously.

4. **Treasurer’s report**
   - Books still in transition between CCSWCD and LCWMD.
   - Balance in LCWMD bank account as of 8/31/10: $393,897.43

5. **Executive Director’s report**
   - **PLAs**
     - By September 27, 2010, 101 PLAs have been executed and 9 are in progress for a total of 93.0% of the designated acreage on track to be part of the general permit.
   - **Monitoring**
     - First grab samples were taken August 19, 2010. Sampling is planned for September, October, November, and December, to round out the 5 base samples. This will provide two samples in typical summer weather, two in typical fall weather, and one in late fall / early winter conditions.
     - The storm sampling will be weather-dependent; the first step was identifying the timing of the crest for each monitoring station. Flow equipment was installed September 1, 2010. Hobo logger data was then plotted vs. precipitation to measure how much the stream rose and to analyze the timing of the crest for each monitoring station.
     - USM Chem Professor Lucille Benedict is doing a study on the metals in parking lot and street sediments in Long Creek. She has agreed to run additional samples if we collect them.
   - **Audit**
     - Berry Talbot & Royer Accounting Firm is on track to complete the audit by October 31, 2010, as required by their services agreement.
   - **Watershed Boundary**
     - Upon further investigation the DEP has designated a handful of additional properties. These properties will have the 180 days to decide how they want to comply with their permit obligations. We are carrying out evaluations of the properties to develop initial assessments.

6. **Mall Plaza Contract Assignments.** To accept the assignment of contract for Risbara for the Mall Plaza project from the Cumberland County Water and Soil Conservation District (Attachment B) and to authorize the Long Creek Watershed Management District Chair/President to execute documents necessary thereto.
   - Mr. Bohlen moved item as presented. Mr. Raymond seconded the motion. The motion was approved unanimously.

6a. **Resolution to assign loan agreement (Attachment I).** To approve the treasurer and board chair to sign necessary documents for assumption of the State Revolving Fund ARRA loan from the Cumberland County Soil and Water Conservation District.
   - The board discussed the need for more information including the documents that would need to be signed by the treasurer and board chair.
Mr. Palmer made a motion to postpone this item to the next meeting. Mr. Goldberg seconded the motion. The motion was approved unanimously.

7. **Colonel Westbrook Landscape Architect Contract Assignment.** To accept the assignment of contract for Terrence J. DeWan & Associates for the Colonel Westbrook Riparian Planting Design project from the Cumberland County Water and Soil Conservation District (*Attachment C*) and to authorize the Long Creek Watershed Management District Chair/President to execute documents necessary thereto.
   - Mr. O’Hara moved item as presented. Mr. Raymond seconded the motion. The motion was approved unanimously.

8. **Contract Services.** To contract services (a – b) for the Long Creek Watershed Management District and to authorize the Long Creek Watershed Management District Chair/President to execute documents necessary thereto. Entities that responded to the RFP will be posted at [www.restorelongcreek.org](http://www.restorelongcreek.org) by September 22, 2010. Recommendations for hiring will be provided at the meeting.
   a. **Sweeping Services**
      - Stormwater Compliance, LLC
        - Initial sweep - $235/hr; 225 hrs to do 300 acres = $52,875
        - Spring sweep - $335/hr; 225 hrs to do 300 acres = $75,375
        - Targeted sweep - $195/hr; 75 hrs to do 100 acres = $14,625
      - Recommendation to accept the proposal. Their references were checked and the price is within reason given the services including disposal of sweeping sediments.
      - Discussion occurred regarding the receipt of only one bid and the need to have the bid open for a longer period of time with more lead time before the first sweep in order to allow for more contractors to consider bidding.
      - Mr. Raymond made the motion to reject the current sweeping services proposal; authorized the chair to enter into an agreement for the Fall 2010 sweep for a price not to exceed current bid plus 5%; and go back out to bid for a three year contract beginning in the spring. Mr. Palmer seconded the motion. The vote was eight (8) in favor; three (3) opposed.
   b. **Catch Basin Cleaning Services**
      - Southern Maine Sitework, LLC ($54/catch basin) = $32,400 for 600 catch basins
      - Bellemore ($55/catch basin)
      - Recommendation was to accept Southern Maine Sitework bid of $54/catch basin for 600 catch basins. Their references were checked and the price is within reason given the services including disposal of catch basin sediments.
      - Mr. O’Hara moved to accept the proposal from Southern Maine Sitework. Mr. Raymond seconded the motion. The motion was approved unanimously.

9. **Appointment for the Finance Committee.** To appoint members to the Finance Committee that shall be chaired by the Treasurer and have a minimum of four members and maximum of six. Letters of interest were received from the following (*Attachment D*):
   - It is recommended that Mr. Russell be appointed to the Finance Committee. It is also recommended that the LCWMD Board select an additional board member to be appointed to the Finance Committee if the four member minimum is desired. Committee terms will extend two years.
   - Mr. Bacon moved to appoint Mr. Russell to the Finance Committee for a two year term. Mr. Thomes seconded the motion. Ten voted in favor; Mr. Russell abstained.

10. **Cost-Sharing Policy.** Under its authority to adopt Rules and Regulations under Section 5.D. of the Interlocal Agreement and Art. II, Sec. 2.D. of the Bylaws of Long Creek Watershed Management
District, the LCWMD Board of Directors can adopt Rules and Regulations. The Cost-Sharing Policy (Attachment E) is provided for consideration and adoption by the LCWMD Board.

- Mr. Russell made the motion to amend the Rules & Regulations to include the Cost-sharing Policy. Mr. Thomes seconded the motion. The motion was approved unanimously.

11. **Contracts Policy.** Under its authority to adopt Rules and Regulations under Section 5.D. of the Interlocal Agreement and Art. II, Sec. 2.D. of the Bylaws of Long Creek Watershed Management District, the LCWMD Board of Directors can adopt Rules and Regulations. The Contracts Policy (Attachment F) is provided for consideration and adoption by the LCWMD Board.

- Mr. Goldberg made the motion to amend the Rules & Regulations to include the Contracts Policy. Mr. Russell seconded the motion. The motion was approved unanimously.

12. **Conflict of Interest Policy.** Under its authority to adopt Rules and Regulations under Section 5.D. of the Interlocal Agreement and Art. II, Sec. 2.D. of the Bylaws of Long Creek Watershed Management District, the LCWMD Board of Directors can adopt Rules and Regulations. The Contracts Policy (Attachment G) is provided for consideration and adoption by the LCWMD Board.

- Mr. Russell made the motion to amend the Rules & Regulations to include the Conflict of Interest Policy. Mr. Palmer seconded the motion. The motion was approved unanimously.

13. **Amendment to Financial Control Structure.** Amendment to the “Controls over Purchase Orders” component of the LCWMD Financial Control Structure is provided to the board for consideration and adoption (Attachment H).

- Mr. Palmer made the motion to accept the amendment to the Financial Controls Document. Mr. Bohlen seconded the motion. The motion was approved unanimously.

14. **Commercial General Liability Insurance.** To consider purchase of Commercial General Liability insurance for the District (Attachment I).

- Mr. Bacon made the motion to accept the item as presented. Mr. Russell seconded the motion. The motion was approved unanimously.

15. **Public Comments.**

16. **Adjourn.**
RESOLUTION APPROVING ASSIGNMENT OF LOAN AGREEMENT

WHEREAS, the Cumberland County Soil Conservation District, which operates under the name of the Cumberland County Soil and Water Conservation District (the “Conservation District”) entered into an amended and restated loan agreement with the Maine Municipal Bond Bank (the “Bond Bank”) in the original principal amount of $2,095,000 (the “Loan”) dated February 8, 2010 (the “Loan Agreement”); and

WHEREAS, the proceeds of the Loan were to be used to finance certain remediation work and improvements to be made in and along Long Creek and within the Long Creek Watershed so that Long Creek will meet water quality classification standards (referred to as the “Long Creek Project”); and

WHEREAS, pursuant to Section 1(D) of the Loan Agreement, the Conservation District, or its designee, may submit a request to the Bond Bank to repay a portion of the Loan equal to $1,515,166 over a term of 20 years at an interest rate of 0% pursuant to the terms of a Cooperative Agreement with the Maine Department of Environmental Protection dated October 30, 2009 (the “Cooperative Agreement”); and

WHEREAS, the Conservation District desires to assign the Loan Agreement to Long Creek Watershed Management District (the “Management District”); and

WHEREAS, the Management District desires to accept such assignment and to assume all liabilities and obligations under said Loan Agreement; and

WHEREAS, the Management District further desires to undertake repayment of a portion of the Loan, as described above;

NOW THEREFORE, be it Resolved by the Board of Directors of the Management District,

THAT the assignment of the Loan Agreement by the Conservation District to the Management District be and hereby is authorized and approved and that the Treasurer of the Management District and the President/Chair of the Board of Directors be and hereby are authorized to take any and all action to accept the assignment of the Loan Agreement from the Conservation District under such terms and conditions as they shall approve, and to execute and deliver any and all agreements, documents and certificates as may be reasonably necessary in furtherance thereof.

THAT pursuant to Section 5(G) of the Interlocal Agreement establishing the Management District and Section 2(G) of the Management District bylaws, the Management District be and hereby is further authorized to agree to repay $1,515,166 of the Loan over a term of 20 years at an interest rate of 0% pursuant to the terms of the Loan Agreement and Cooperative Agreement, and that the Treasurer of the Management District and the President/Chair of the Board of Directors be and hereby are authorized to take any and all action to evidence such repayment obligation under such terms and conditions as they shall approve, and to execute and deliver any and all agreements, documents and certificates, including but not
limited to entering into a loan agreement with the Maine Municipal Bond Bank and executing and delivering the Management District’s bond as evidence of such repayment obligation as may be reasonably necessary in furtherance thereof.

THAT the assignment of such other contracts, agreements and documents, be and hereby is authorized and approved and that the Treasurer of the Management District and the President/Chair of the Board of Directors be and hereby are authorized to take any and all action to accept the assignment of the Other Assigned Agreements from the Conservation District under such terms and conditions as they shall approve, and to execute and deliver any and all agreements, documents and certificates as may be reasonably necessary in furtherance thereof.

Dated as of this __________ day of __________, 2010
ASSIGNMENT, ASSUMPTION AND ACKNOWLEDGMENT

This Assignment, Assumption and Acknowledgment (“Assignment”) is made as of November __, 2010, by and among Cumberland County Soil Conservation District (“Assignor”), Long Creek Watershed Management District (“Assignee”) and the Maine Municipal Bond Bank (the “Bank”).

RECITALS

WHEREAS, the Cumberland County Soil Conservation District, which operates under the name of the Cumberland County Soil and Water Conservation District (the “Conservation District”) entered into an amended and restated loan agreement with the Maine Municipal Bond Bank (the “Bond Bank”) in the original principal amount of $2,095,000 (the “Loan”) dated February 8, 2010 (the “Loan Agreement”); and

WHEREAS, the proceeds of the Loan were to be used to finance certain remediation work and improvements to be made in and along Long Creek and within the Long Creek Watershed so that Long Creek will meet water quality classification standards (referred to as the “Long Creek Project”); and

WHEREAS, pursuant to Section 1(D) of the Loan Agreement, the Conservation District, or its designee, may submit a request to the Bond Bank to repay a portion of the Loan equal to $1,515,166 over a term of 20 years at an interest rate of 0% pursuant to the terms of a Cooperative Agreement with the Maine Department of Environmental Protection dated October 30, 2009 (the “Cooperative Agreement”); and

WHEREAS, the Conservation District desires to assign the Loan Agreement to Long Creek Watershed Management District (the “Management District”); and

WHEREAS, the Management District desires to accept such assignment and to assume all liabilities and obligations under said Loan Agreement; and

WHEREAS, the Management District further desires to undertake repayment of a portion of the Loan, as described above;

WHEREAS, the Bank has consented to the proposed assignment of the Loan Agreement by Assignor to Assignee and desires to acknowledge the proposed assignment on the conditions set forth in this Assignment.

NOW, THEREFORE, the parties agree as follows:

1. Assignment and Assumption. Assignor assigns and transfers to Assignee all of its right, title and interest in the Loan Agreement and Assignee accepts the assignment and assumes and agrees to perform all the obligations of the Assignor to the Bank under the Loan Agreement assigned pursuant to this Assignment.

2. Release of Assignor. The Bank hereby unconditionally releases Assignor (a) from any and all the obligations of the Assignor to the Bank under the Loan Agreement and (b) from any and all claims that may arise under the Loan Agreement.
3. **Acknowledgment and Agreement of the Bank.** The Bank acknowledges and agrees to the terms and conditions of this Assignment. The Bank further acknowledges and agrees that pursuant to this Assignment, Assignor shall have no responsibility or obligations or liability under the Loan Agreement and that from and after the date hereof, Assignee all rights and benefits of Assignor under and pursuant to the Loan Agreement shall inure to the benefit of Assignee.

4. **Effective Date of Assignment.** This Assignment shall take effect on the date hereof.

5. **Miscellaneous.**
   
a. **Successors.** This Assignment shall be binding on and inure to the benefit of the parties and their successors and assigns.

b. **Governing Law.** This Assignment shall be construed and enforced in accordance with and governed by the laws of the State of Maine without giving effect to the conflict of law rules thereof.
IN WITNESS WHEREOF, this Assignment has been executed by the parties as of the day and year first above written.

ASSIGNOR:
Cumberland

By:__________________________
Print Name:____________________
Its:___________________________

ASSIGNEE:
Long Creek Watershed Management District

By:__________________________
Its Treasurer

By:__________________________
Its President/Chair of the Board of Directors

ACKNOWLEDGMENT AND AGREEMENT:
Maine Municipal Bond Bank

By:__________________________
Its Executive Director
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**Total:** 1,515,166.00
November 15, 2010

Cumberland County Soil and Water Conservation District
35 Main Street, Suite 3
Windham, ME 04062
Attn: Tom Gordon, Chair of the Board of Supervisors

Long Creek Watershed Management District
c/o Cumberland County Soil and Water Conservation District
35 Main Street, Suite 3
Windham, Maine 04062
Attn: Gerard Jalbert - President, Chairman of the Board of Directors

Re: Engagement Letter / Consent
Long Creek Watershed Management District
Cumberland County Soil and Water Conservation District

Dear Tom and Gerard:

I am pleased that Long Creek Watershed Management District (“LCWMD”) and Cumberland County Soil and Water Conservation District, which operates under the name of the Cumberland County Soil and Water Conservation District (“CCSWCD”) have elected to engage Pierce Atwood LLP to provide bond counsel services for purposes of documenting the assignment of a $1,515,166 loan obligation by CCSWCD to LCWMD, to be evidenced by an Assignment, Assumption and Acknowledgement Agreement between CCSWCD and LCWMD (to be acknowledged by the Maine Municipal Bond Bank (the “Bond Bank”) and by a separate loan agreement to be entered into by LCWMD with the Bond Bank.

Of course, one way to proceed would be for each of CCSWCD and LCWMD to have separate counsel. There are many issues where you may have conflicting or potentially conflicting interests: [compensation, ownership of shares, control of the enterprise] -- just to name a few. Notwithstanding the above, as I discussed with Tamara Lee Pinard, to keep legal costs to a minimum, both CCSWCD and LCWMD wish our law firm to represent them in this bond matter.

Our bills will be sent to CCSWCD, but each of you will be jointly and severally responsible for their payment. If you disagree on any issue, we will ask you to resolve your differences between yourselves, without our assistance. If you cannot resolve your differences, we will not be able to represent either of you as to that issue. In that event, it may be appropriate under those circumstances to refer each of you to independent counsel to resolve the differences. If the differences are serious enough and are not resolved, we may be required by applicable ethics rules to withdraw from the matter completely.
Because our firm is representing each of you, if one of you gives us information or secrets concerning the subject matter of the group representation, we cannot hold it secret from the other, even if you consider it to be a confidence or secret. We must therefore have a clear understanding at this time that whatever information or secrets each of you may have and disclose to us which are relevant to the bond matter may be disclosed by us to all of you. In other words, there will be no secret disclosed to us which may not be shared between CCSWCD and LCWMD with respect to facts or other information relevant to the bond matter. Of course, we will not share such confidences or secrets with persons not party to this joint representation arrangement, and by entering into this agreement each of you agrees to keep confidential and not to disclose such information shared with you to such other persons not party to this arrangement.

Our charges for services for the bond matter will be $3,500 plus costs.

The standard terms of our engagement and the details of our billing arrangement are set forth in the attachment, and I ask that you carefully review it.

Pierce Atwood LLP is the largest law firm in Northern New England and, as such, we represent many clients on a regular basis. It is possible that some of our present or future clients will have matters with you in which your interests may conflict during the time that we are representing you, or thereafter. Therefore, as a condition to our undertaking this matter for you, you have agreed that this firm may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you on the above-referenced matter, even if the interests of such other clients in those other matters are directly adverse to you. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply to any representation that involves the subject matter of any work we have done for you or which may involve the use of confidential information we have obtained through our representation of you.

We appreciate your confidence in this law firm as expressed by your choosing us to represent you. We look forward to working with you on this matter.

We are committed to providing you with quality legal services at a reasonable cost. From time to time we may ask you how we are doing. I hope that at all times we meet or exceed these principles and your expectations.

To indicate that you have reviewed and accepted this letter and the attached Standard Terms of Engagement, please sign in the space provided below on the enclosed copy of this letter and return it to me.

Sincerely,
I have read carefully this letter and the Pierce Atwood LLP standard terms of engagement for legal services and agree to their terms.

Cumberland County Soil and Water Conservation District

By: ________________________________

I have read carefully this letter and the Pierce Atwood LLP standard terms of engagement for legal services and agree to their terms.

Long Creek Watershed Management District

By: ________________________________