

**INTERLOCAL AGREEMENT AMONG MUNICIPALITIES OF PORTLAND, SOUTH  
PORTLAND, SCARBOROUGH and WESTBROOK TO ESTABLISH THE LONG  
CREEK WATERSHED MANAGEMENT DISTRICT**

This "Interlocal Agreement Among the Municipalities of Portland, South Portland, Scarborough and Westbrook to Establish the Long Creek Watershed Management District" ("Interlocal Agreement") is made, effective as of the date stated below, by and among the City of Portland, a municipality under the laws of the State of Maine with a principal location at 389 Congress Street, Portland, Maine 04101 ("Portland"); the City of South Portland, a municipality under the laws of the State of Maine with a principal location at 25 Cottage Road, South Portland, Maine 04106 ("South Portland"); the Town of Scarborough, a municipality under the laws of the State of Maine with a principal location at 259 Route One, Scarborough, Maine 04070 ("Scarborough"); and the City of Westbrook, a municipality under the laws of the State of Maine with a principal location at 2 York Street, Westbrook, Maine 04092 ("Westbrook"). The foregoing also are referred to herein collectively as the "Parties" or singly as "Party."

**WHEREAS**, both State law and the municipalities encourage the development of regional coalitions of local governments in order to establish efficient and effective delivery of municipal services; and

**WHEREAS**, the "Long Creek Watershed" (as defined below) is located in part within the boundaries of each of the four Parties; and

**WHEREAS**, Long Creek has been designated an "urban impaired stream" by the Maine Department of Environmental Protection ("DEP") because it fails to meet State of Maine water quality standards due to the effects of stormwater runoff from developed land, and therefore has been listed on Maine's Section 303(d) list pursuant to Section 305(b) of the federal Clean Water Act, and the U.S. Environmental Protection Agency ("EPA"), under its Residual Designation Authority ("RDA") under the federal Clean Water Act ("CWA"), is requiring Landowners (as defined below) to address stormwater runoff into Long Creek; and

**WHEREAS**, EPA has delegated to DEP permitting authority under the Clean Water Act's National Pollutant Discharge Elimination System ("NPDES") permit system, and DEP will issue the General Permit (as defined below) regarding stormwater discharge in the Long Creek Watershed; and

**WHEREAS**, the General Permit will require Operators of Parcels (as defined below) from which there is a Designated Discharge (as defined below) on or after the effective date of the General Permit to file a Notice of Intent ("NOI") to enter into the General Permit or to obtain individual permits or alternative general permits, and will require remediation work and improvements in and along Long Creek and within the Long Creek Watershed so that Long Creek will comply with water quality standards; and

**WHEREAS**, the Parties and several other Landowners (as defined below) have voluntarily undertaken the Long Creek Restoration Project (as defined below) and have prepared “the Long Creek Watershed Management Plan” (as defined below) to identify remediation work and improvements to be made in and along Long Creek and within the Long Creek Watershed so that Long Creek will comply with water quality standards; and

**WHEREAS**, cooperative implementation of the Long Creek Watershed Management Plan, which includes but is not limited to design, engineering, construction, installation, operation and maintenance, repair, replacement and monitoring of public and private stormwater management structures, facilities and improvements in and along Long Creek and within the Long Creek Watershed, is likely to reduce the cost and time for Long Creek to comply with water quality standards; and

**WHEREAS**, cooperative implementation of the Long Creek Watershed Management Plan by the Parties and other Landowners requires a formal legal structure and separate legal entity to allow those cooperative efforts to proceed; and

**WHEREAS**, all Parties are willing to create such a joint formal legal structure and separate legal entity through this Interlocal Agreement; and

**WHEREAS**, there are various sources of State, federal and other funding for planning, design, engineering, construction, installation, implementation, operation and maintenance, repair, replacement and monitoring of public and private stormwater management structures, facilities and improvements in urban impaired streams and their watersheds; and

**WHEREAS**, a joint formal legal structure and separate legal entity formed through a Interlocal Agreement can have the power to apply for, accept and expend State, federal and other funding and may assess fees for the design, engineering, construction, installation, operation and maintenance, repair, replacement and monitoring of public and private stormwater management structures, facilities and improvements in and along Long Creek and within the Long Creek Watershed;

**NOW THEREFORE**, in consideration of the covenants herein, the Parties do agree as follows:

**1. Interlocal Agreement.**

This Interlocal Agreement constitutes an interlocal cooperation agreement pursuant to 30-A M.R.S.A. Sec. 2201 *et. seq.* for the purpose of establishing a quasi-municipal special purpose district named the Long Creek Watershed Management District as a separate legal entity and instrumentality and as a body corporate and politic to implement the Long Creek Watershed Management Plan, which Plan includes but is not limited to design, engineering, construction, installation, operation and maintenance, repair, replacement and monitoring of Best Management Practices in and along Long Creek and within the Long Creek Watershed; to monitor the effectiveness of the Plan and the condition of Long Creek and the Long Creek Watershed; to make any changes to that Plan; to identify, apply for, accept and spend State, federal and other available funding sources from year-to-year; and to assess fees upon Participating Landowners for implementation of the Plan in order to comply with the General Permit.

## 2. Purpose of Agreement.

The purpose of this Interlocal Agreement is to establish the Long Creek Watershed Management District as a quasi-municipal special purpose district and as a separate legal entity and instrumentality and a body corporate and politic and to thereby allow the Parties and other Participating Landowners to share in the costs and the benefits of implementation of the Long Creek Watershed Management Plan.

## 3. Definitions.

*"Best Management Practices"* (or *"BMPs"*) shall mean structural and/or non-structural stormwater treatment units, including, without limitation, public and private stormwater management structures, facilities and improvements.

*"Designated Discharge"* shall mean Stormwater Discharges from properties on which there are Impervious Surfaces or Areas equal to or greater than one acre in the Long Creek Watershed.

*"Discharge"* shall mean any spilling, leaking, pumping, pouring, emptying, dumping, disposing or other addition of pollutants to waters of the State other than groundwater. "Direct discharge" or "point source" means any discernible, confined and discrete conveyance, including, but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation or vessel or other floating craft, from which pollutants are or may be discharged. A direct discharge of stormwater occurs when the runoff is not attenuated (infiltrated, filtered and/or detained), as evidenced either by channelized flow, or by the lack of sufficient land area to allow it to be attenuated, based on soils, vegetative cover, slope, flow path distance and relative size of contributing impervious area, before it becomes channelized or reaches a receiving waterway or waterbody.

*"General Permit"* shall mean a "General Permit - Post Construction Discharge of Stormwater in the Long Creek Watershed" to be issued by DEP and its renewal, reissuance or replacement, as such may be modified or amended from time-to-time.

*"Impervious Surface"* or *"Impervious Area"* shall mean the total area of a Parcel or right-of-way that consists of building and associated constructed facilities; areas that are covered with a low-permeability material, such as asphalt or concrete; or areas such as gravel roads and unpaved parking areas that will be compacted through design or use to reduce their permeability. Common impervious areas include, but are not limited to, roads, rooftops, walkways, patios, driveways, parking lots or storage areas, concrete or asphalt paving, packed earthen materials, and macadam or other surfaces which similarly impede the natural infiltration of stormwater. The demolition and removal of impervious area is subtracted from the total impervious area when calculating the total impervious area, provided that the area where impervious area has been demolished and removed is restored so that it no longer has reduced permeability, and is permanently stabilized using vegetation in conformance with standards in the Maine Construction General Permit, Appendix A.

*"Landowner"* shall mean the Operator of a Parcel or of a right-of-way on a Parcel or Parcels located in the Long Creek Watershed, the Impervious Surface or Impervious Area of which is equal to greater than one acre at any time on or after the effective date of the General Permit.

*“Long Creek Restoration Project”* shall mean a collaborative, community-based project, composed of Landowners and other parties, that has been working to develop a locally-supported stormwater management plan to bring Long Creek back into compliance with state and federal standards.

*“Long Creek Watershed”* shall mean all areas that discharge to Long Creek or its tributaries from the headwaters down to and including Clarks Pond (depicted on a map attached as Exhibit A to the Interlocal Agreement).

*“Long Creek Watershed Management District”* or *“District”* shall mean the quasi-municipal special purpose district formed as a separate legal entity and instrumentality and a body corporate and politic under this Interlocal Agreement – the entity established to provide oversight over implementation of the Long Creek Watershed Management Plan.

*“Long Creek Watershed Management Plan”* or *“Plan”* shall mean a plan developed jointly by the municipalities of South Portland, Portland, Westbrook and Scarborough, along with other entities, and approved by the Maine Department of Environmental Protection, for the purpose of restoring the water quality of Long Creek, as amended from time-to-time.

*“Operator”* shall mean the Person who has control over a Parcel or a right-of-way or easement on a Parcel or Parcels with a Designated Discharge of stormwater to Long Creek or its tributaries. The owner of a Parcel will be considered by the DEP to be the Operator, unless there is a written agreement or instrument which provides another Person with authority to make decisions with respect to Stormwater Discharges from the Impervious Surfaces or Areas and associated areas of the Parcel needed for Stormwater management.

*“Parcel”* means the block or piece of land a Person owns or has sufficient title, right or interest in regardless of size, and regardless of whether the block of land is divided into lots.

1. The Parcel includes:

- a. All contiguous land in the same ownership, where “contiguous land” is defined as two areas that touch at more than one point; and
- b. Non-contiguous areas if the areas are considered part of the same Parcel by DEP for purposes of permitting under the Stormwater Management Law or Site Law, and a permit under one of those laws is required.

2. Areas located on opposite sides of a public or private road are considered separate Parcels of land unless:

- a. The road was established by the owner of land on both sides of the road on or after January 1, 1970; or
- b. The areas are considered part of the same parcel by DEP for purposes of permitting under the Stormwater Management Law or Site Law, and a permit under one of those laws is required.

*"Participating Landowner"* shall mean a Landowner, including a Party, who has entered into an agreement with the Long Creek Watershed Management District to implement the Long Creek Watershed Management Plan.

*"Person"* means an individual, firm, corporation, municipality, quasi-municipal corporation, state agency, federal agency or other legal entity. Each "person" is regarded as a separate and distinct entity, except that a combination of persons is treated as a single person if:

- (1) Together they pursue a common scheme of development, as defined in rules adopted pursuant to the Site Location of Development Act, 38 M.R.S.A. §481, *et seq.* resulting in a discharge requiring authorization even though individual persons in the combination own separate Parcels that may not result in a discharge requiring approval if the Parcels were considered separately; or
- (2) One person engages in a transaction, with another person with the intent to evade the intent and purpose of the designation.

*"Stormwater"* shall mean the part of precipitation including runoff from rain or melting ice and snow that flows across the surface as sheet flow, shallow concentrated flow, or in drainageways. "Stormwater" has the same meaning as "storm water."

#### **4. Establishment of District and Board of Directors.**

A. Establishment of District. There is hereby established and created the non-capital stock nonprofit corporation and quasi-municipal special purpose district named the Long Creek Watershed Management District, pursuant to the provisions of Title 30-A M.R.S.A. Sec. 2201 *et seq.* (interlocal cooperation), Title 30-A M.R.S.A. Sec. 3001 *et seq.* (home rule ordinance authority) and Title 13-B M.R.S.A. Sec. 101 *et seq.* (non-profit corporations), as amended, but not pursuant to Title 38 M.R.S.A. Sec. 2001 *et seq.* (coastal and lake watershed districts), as a separate legal entity and instrumentality and as a body corporate and politic, to conduct the cooperative undertaking contemplated by this Interlocal Agreement, and to exercise, through its Board of Directors and on behalf of the Parties and the Participating Landowners powers delegated to the District for the implementation of the Plan.

B. Board of Directors. There is hereby established a governing Board of Directors (the "Board") for the District consisting of up to sixteen (16) Directors as follows.

1) Fourteen (14) Directors shall be appointed by the municipal officers of each Party in the following manner and numbers; the Portland Regional Chamber may provide a list of nominees to the municipal officers of each Party for their consideration in the appointment process:

a) Portland - Two Directors, one of whom shall be a municipal official or employee and one of whom shall be either a private Participating Landowner or representative of a private Participating Landowner whose Parcel is located in the City of Portland or a representative of a non-profit corporation with an interest in the Long Creek Watershed.

b) Scarborough - Two Directors, one of whom shall be a municipal official or employee and one of whom shall be a public or private Participating Landowner or representative of a public or private Participating Landowner whose Parcel is located within the Town of Scarborough.

c) South Portland - Seven Directors, two of whom shall be municipal officials or employees, four of whom shall be private Participating Landowners or representatives of private Participating Landowners whose Parcel is located within the City of South Portland, and one of whom shall be a representative of a non-profit corporation with an interest in the Long Creek Watershed.

d) Westbrook - Three Directors, one of whom shall be a municipal official or employee and two of whom shall be private Participating Landowners or representatives of private Participating Landowners whose Parcel is located within the City of Westbrook.

2) The Maine Turnpike Authority ("MTA") through its Executive Director shall appoint one (1) Director so long as MTA is a Participating Landowner; if MTA should terminate its agreement with the District to implement the Plan, it shall no longer be entitled to appoint a Director to serve on the Board, the term of the then-serving Director it has appointed will terminate and the Director's seat will no longer exist.

3) The Maine Department of Transportation ("MDOT") through the Commissioner of Transportation shall appoint one (1) Director so long as MDOT is a Participating Landowner; if MDOT should terminate its agreement with the District to implement the Plan, it shall no longer be entitled to appoint a Director to serve on the Board, the term of the then-serving Director it has appointed will terminate and the Director's seat will no longer exist.

4) Term. Except as otherwise provided herein, Directors shall be appointed for a term of three years, and may be removed for cause by the appointing entity.

5) Officers and Rules. The Board shall, at an annual meeting to be held each year, elect from its membership a President, Vice- President, Secretary and a Treasurer and such other officers as it may desire and may adopt rules to govern the conduct of its meetings and the other affairs of the Board and the District.

6) Meetings. The Board shall meet as needed as determined by the Chair, but no less than semiannually.

7) Tie Vote. In the event of a tie vote by the Board's Directors, the motion before the Board that is the subject of the tie vote shall be deemed to have failed.

8) Vacancy. A vacancy has the same meaning as the definition in 30-A M.R.S.A. § 2602. The appropriate Party's municipal officers may appoint a person to fill a vacancy in the office of Director, and that person shall serve for the remainder of the term, provided, however, that if a Party's municipal officers shall have failed to fill a vacancy within sixty (60) days of the creation of that vacancy, the remaining Directors shall appoint a person to fill that vacancy. A Director who is a private Participating Landowner or a representative of a private Participating

Landowner automatically vacates that office upon the conveyance of that Participating Landowner's Parcel to another owner, or upon that Participating Landowner's termination of its agreement with the District to implement the Plan. The MTA or MDOT's termination of its agreement with the District to implement the Plan and the termination of the term of any then-serving Director it has appointed shall not constitute or result in a vacancy.

## **5. Powers and Functions.**

The District, through its Board, may exercise on behalf of the Parties and the Participating Landowners those powers as are hereinafter set forth which are necessary or convenient to the accomplishment of the purposes stated herein and which are permitted by law to be exercised by the Parties, individually or jointly; such delegated powers are as follow:

A. To purchase, acquire, accept, lease as lessor, rent, hold, own, maintain, operate, lease as lessee or convey any and all real and personal property or any easement or interest therein all as may be necessary or convenient for its purposes. Ownership of any right, title or interest therein may be held by the District.

B. To plan, design, engineer, construct, install, equip, operate, maintain, repair, replace and monitor, either directly or by contract with another party or parties, any Best Management Practices or related project deemed desirable or necessary by the Board whether the same is located in or along Long Creek or within the Long Creek Watershed.

C. To contract with any person, firm, corporation, partnership, or other entity, private, public, governmental, or otherwise, for services (including, without limitation, independent technical, engineering and water quality and stream ecology advice, review and services), management, work, material, or property, and to adopt or amend rules, regulations or procedures for the procurement thereof.

D. To adopt or amend rules to govern the conduct of its meetings and the other affairs of the Board and the District.

E. To employ or arrange for the employment of such persons as are required for the purposes stated herein.

F. To receive and accept from, or contract with, the federal, State and municipal governments, and other public or private entities, for donations, loans, grants, gifts, or other assistance for stormwater management and in such contracts agree to be bound by all applicable provisions of federal, State and municipal statutes, regulations and ordinances as the case may be.

G. To borrow such sums of money on such terms and conditions as it shall deem desirable or necessary from time-to-time from any federal, State, municipal or other governmental entity, including, but not limited to, any public or quasi-public authority, agency, or instrumentality thereof or from any public or private lending or financial institution, provided, however that the amount to be borrowed, exclusive of interest, shall not exceed \$2,200,000 (2.2 million dollars); to issue bonds and anticipate notes therefore in the name of the District on behalf of the Parties, or any of them; and to secure such borrowing by any pledge, mortgage, lien

or other encumbrance of any revenues, fees or assessments or real or personal property of the District, which it shall deem desirable or necessary to provide in connection therewith. The bonds and anticipation notes issued by the District shall not constitute a debt or liability of and shall not constitute a pledge of the full faith and credit of the Parties, or any of them, and shall not directly, indirectly or contingently obligate the Parties, or any of them, to levy or pledge any form of taxation whatever or make any appropriation for the payment thereof. A Party shall only be liable for any portion of the District's indebtedness to the extent that the Party is responsible for its share of District indebtedness as a Participating Landowner.

H. To allocate all costs of implementation of the Long Creek Watershed Management Plan among the Participating Landowners on the basis of each Participating Landowner's percentage of the total amount of Impervious Surface or Impervious Area, as of the date of issuance of the General Permit and of any annual adjustment thereto, on all Participating Landowners' properties located within the Long Creek Watershed that are subject to the General Permit, by assessments upon each of the Participating Landowners based upon the allocation of costs as stated above, adjusted as provided by agreements between the Participating Landowners and the District, which assessments shall be so established each year by the Board as, to the extent possible, will assure sufficient income to meet the costs of implementation of the Long Creek Watershed Management Plan for the ensuing year or years. Such costs of implementation of the Long Creek Watershed Management Plan shall include but not be limited to capital expenses; operation and maintenance costs; monitoring costs; administrative costs; insurance; taxes; rentals; debt service and necessary reserves for contingencies as determined by the Board. The Board may require advance payment of costs.

I. To enter into agreements with Participating Landowners to establish the terms and conditions of their participation in the implementation of the Plan, including but not limited to the assessment, payment and collection of the costs of implementation of the Plan.

J. To make expenditures for and contract with respect to capital items from funds provided pursuant to Section 7 (Reserve Account).

K. To receive, loan and disburse funds for any purpose contemplated by this Interlocal Agreement.

L. The District, through its Board and on behalf of the Participating Landowners, shall:

1. Plan, construct, equip, operate and maintain, and monitor the Plan for the benefit of the Participating Landowners, the Parties and the Parties' residents.

2. Serve as a mutual forum to identify, discuss, study, and bring into focus regional stormwater management problems and needs.

3. Serve as a vehicle for the collection and exchange of stormwater management information of regional concern and interest.

4. Provide continuing organizational machinery to insure effective planning, construction, installation, operation and maintenance and monitoring of stormwater management



plans among Participating Landowners.

5. Provide continuing organizational machinery to insure effective stormwater management communication and coordination among Participating Landowners.

6. Foster, develop and review policies, plans and priorities for stormwater management programs.

M. In the event the Board determines that a hazardous condition exists at any District structure or facility, the Board shall promptly take such action as may be necessary to correct the hazardous condition.

N. To sue and be sued and to take any legal action necessary to enforce agreements, contracts and other documents and instruments and to collect unpaid or delinquent assessments and fees.

O. The Board shall issue an Annual Report documenting implementation of a monitoring and assessment plan as required by the General Permit.

## **6. Budget.**

A. Estimate of Expenditures and Anticipated Revenues. On or before February 1 of each year, the Board shall prepare and submit to the Participating Landowners an itemized estimate of the expenditures and the anticipated revenues for the following Fiscal Year, which shall be from July 1st through June 30th of each year. Such estimates shall include the following:

1. Anticipated Revenues. An itemized estimate of anticipated revenues during the ensuing fiscal year from each source.

2. Estimate of Expenditures. An itemized estimate of expenditures for each classification for such ensuing fiscal year.

3. Actual Receipts. After the first year of operation, an itemized statement of all actual receipts from all sources to and including January 31<sup>st</sup> of the previous fiscal year, with estimated receipts from such sources shown for the balance of such year.

4. Actual Expenditures. After the first year of operation, an itemized statement of all actual expenditures to and including January 31<sup>st</sup> of the previous fiscal year, with estimated expenditures shown for the balance of such year.

B. Budget. On or before July first of each year, the Board shall adopt a final budget for the ensuing Fiscal Year which shall be itemized in the same manner as the estimate of expenditures and revenues. Once adopted, such budget shall be submitted forthwith to the Participating Landowners and shall include assessments determined by the Board and allocated among Participating Landowners as provided in Section 5(H). The District shall issue the annual assessments to each Participating Landowner on or by July 15 of each year and each Participating Landowner shall pay its annual assessments not later than of the following August 15<sup>th</sup> at which time said assessments shall be due and payable, and after which time interest shall

accrue on any unpaid assessments or portions thereof.

C. The Board may from time to time impose such charges as it deems appropriate, by way of surcharge or otherwise, to fund reserve accounts.

**7. Reserve Account.**

The District Board may establish and fund a Reserve Account for long-term operation and maintenance and monitoring of stormwater management structures, facilities or improvements and administration of the Plan, or for any other purpose which represents a contingent obligation on the part of the District or any of the Participating Landowners to either perform or pay damages in the future. Such reserves shall be left to accumulate with interest and shall not be used for any other purpose than the purpose for which they are established.

**8. Insurance.**

A. The District shall procure and maintain at all times during the Term of this Agreement comprehensive general liability, directors and officers liability insurance, and automobile insurance coverage in the minimum amount of Four Hundred Thousand Dollars (\$400,000) or such other amount as may be required under the Maine Tort Claims Act.

B. A copy of an insurance certificate showing the above coverage shall be provided upon request to the Board or its designee.

**9. Employees.**

At all times, the employees of each Party shall be and remain the employees of that Party. At no time shall they hold themselves out as, nor shall they be deemed to be, the employee of any other Party or of the District by reason of this Interlocal Agreement.

**10. Term.**

A. Unless earlier terminated by the Parties under Section 12 below, this Interlocal Agreement shall remain in effect during the term of the General Permit and its renewal, reissuance or replacement.

B. This Interlocal Agreement shall not take effect unless it is approved by the legislative body of each of the Parties.

**11. Dissolution of District.**

At such time as the District shall have discharged all of its obligations, as evidenced by DEP's issuance of a written certificate of completion, and shall have paid or provided for the payment thereof, the Board may, by a three fourths (3/4) vote of the Board's Directors, dissolve this Interlocal Agreement, and dispose of all District property, real and personal, in such manner as said Board shall authorize and direct in accordance with Section 12 below.

**12. Disposition of District Property.**

The Board may, at its discretion, convey right, title and interest of the District in stormwater management structures, facilities and improvements, when exhausted of their capacity and of no further use in the accomplishment of the purposes set forth herein, at no charge to the Party within whose boundaries said structures, facilities or improvements are located, to a successor entity of the District or to the extent the structures, facilities and improvements were not financed through tax-exempt bonds or financing, to a Participating Landowner within whose property the structures, facilities or improvements are located. All money, if any, remaining in the hands of the Treasurer, shall be paid to the Participating Landowners as of the date of such dissolution in accordance with agreements then in effect for the cost sharing of contributions.

**13. Modification and Amendment.**

This Interlocal Agreement may be further modified or amended by mutual agreement of all Parties hereto, evidenced by a duly executed instrument in writing attached hereto.

**14. Entire Agreement.**

This Interlocal Agreement constitutes the entire agreement between the Parties. If any clause, section or provision is held to be invalid or unenforceable, that shall not affect the entire agreement and the Parties agree to meet and negotiate a new clause, section or provision. Amendments shall be in writing and executed by all Parties. Each Party represents that it has the authority to enter into this Interlocal Agreement and that it is being executed by its duly authorized representatives. This Interlocal Agreement is made and shall be construed under the laws of the State of Maine except any choice of law rule that may direct the application of the laws of any other state or jurisdiction.

**15. Authority.**

By executing this Interlocal Agreement, each Party warrants that the representative signing below has been duly authorized by all appropriate actions of that Party's legislative body to enter into and execute this Interlocal Agreement, and that this Interlocal Agreement represents a legal, valid and binding obligation of each Party, enforceable upon it in accordance with its terms and by application of equitable principles if equitable remedies are sought, except as enforceability may be limited by applicable bankruptcy or similar laws.

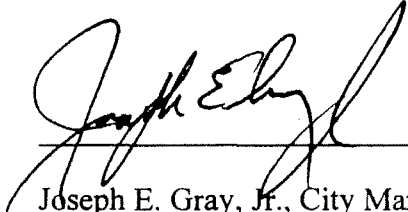
IN WITNESS WHEREOF, the said Parties have caused this Interlocal Agreement to be executed on their behalf by their respective duly authorized representatives, and to be dated as of August 28, 2009

SIGNATURES FOLLOW

WITNESS

CITY OF PORTLAND

*Sonia Bean*

  
\_\_\_\_\_  
Joseph E. Gray, Jr., City Manager

WITNESS

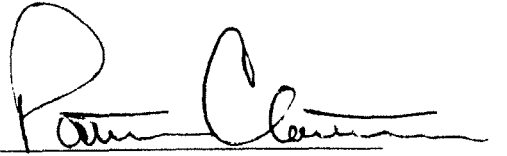
TOWN OF SCARBOROUGH

Collette A. Matheson

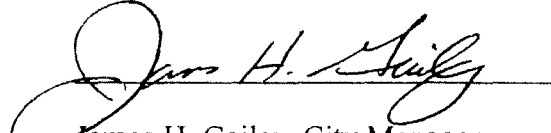
Thomas Hall  
Thomas Hall, Town Manager

WITNESS

CITY OF SOUTH PORTLAND



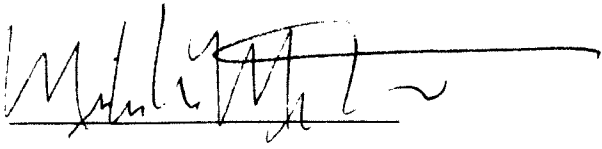
PATRICK CLOUTIER, DIRECTOR



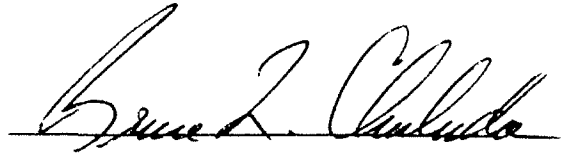
James H. Gailey, City Manager

WITNESS

CITY OF WESTBROOK

A handwritten signature in cursive script, appearing to read "Michael J. [unclear]", written over a horizontal line.

Signature

A handwritten signature in cursive script, appearing to read "Bruce L. Chuluda", written over a horizontal line.

Bruce L. Chuluda, Mayor

EXHIBIT A

# Long Creek Watershed Boundary

