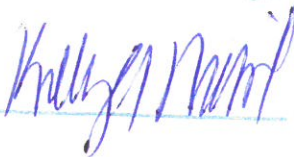


By: 

Date: 2-2-18

Ohio EPA FEB 2 '18
Entered Directors Journal

**CONTRIBUTION AGREEMENT
BETWEEN
THE OHIO ENVIRONMENTAL PROTECTION AGENCY
AND
THE CITY OF ASHTABULA**

This Contribution Agreement ("Agreement") is entered into this 1st day of February, 2018, by and between the OHIO ENVIRONMENTAL PROTECTION AGENCY ("Ohio EPA"), represented by the Director (Director), and the CITY OF ASHTABULA as represented by the City Manager (individually a "Party" and collectively, the "Parties") and their respective contractors, agents, successors and assigns.

WHEREAS, a settlement filed in the United States District Court, Northern District of Ohio, Eastern Division, captioned United States v. GenCorp, Inc., et. al., Case No. 5:89-CV-1866, dated July 7, 1999, resulted in the payment of Natural Resource Damages to the United States (United States Fish & Wildlife Service) and the State of Ohio (Ohio EPA), as Natural Resource Damage (NRD) Trustees. The Administrative Record for the Fields Brook Site is maintained at the U.S. Fish & Wildlife Service (FWS), Ohio Field Office, Columbus, Ohio;

WHEREAS, portions of the Natural Resource Damages paid to the Trustees have been used (or will be used) to restore certain properties in the Ashtabula River watershed;

WHEREAS, by resolution dated November 21, 2017, the Trustee Council has allocated a portion of the Natural Resource Damages, i.e., Forty Five Thousand Dollars (\$45,000), toward the costs expected to be incurred by the City to conduct restoration in the Walnut Beach area in the Ashtabula River watershed (Contribution) as specified in the Walnut Beach Ecological Restoration Plan; and

WHEREAS, pursuant to Ohio Revised Code (ORC) § 3734.282, the General Assembly of Ohio has created the Natural Resource Damages Fund and has authorized Ohio EPA to use such funds in accordance with CERCLA and other applicable federal or state law; and

WHEREAS, the Trustees' Forty Five Thousand Dollar (\$45,000) contribution has been deposited by Ohio EPA into the Natural Resource Damages Fund, pursuant to ORC § 3734.282; and

WHEREAS, Ohio EPA administers the laws of Ohio relating to air and water quality, hazardous, solid and infectious wastes, hazardous substances, construction and demolition debris, sewage, industrial and other wastes, and the protection of human health and the environment, ORC Chapters 3704, 3714, 3734, 3745, 3746, 3750, 3751, 3752, 3753, 6109 and 6111, and rules promulgated thereunder, and the Director is authorized to enter into this Agreement pursuant to ORC § 3745.01; and

WHEREAS, the City has authorized its City Manager to enter into this Agreement;

NOW THEREFORE, in consideration of the above recitals set forth herein, the Parties agree as follows:

ARTICLE I - SCOPE

Section 1.1 This Agreement provides the terms and conditions governing payment by the Trustees (Ohio EPA) of Forty Five Thousand Dollars (\$45,000) to the City for costs expected to be incurred by the City to implement the Project ("Contribution").

ARTICLE II - PROPERTY ACCOUNT, PAYMENT, RESTORATION PLAN, PROJECT REPORT, PROPERTY FILE

Section 2.1 Project Account

In furtherance of the implementation of the Project with Natural Resource Damages (NRD) funds and transferred (or to be transferred) to the City, the City is hereby designated the recipient of the Forty Five Thousand Dollars (\$45,000) Contribution to be paid by Ohio EPA pursuant to this Agreement. Within thirty (30) days of receipt of the Contribution, the City shall establish the NRR Property Account (the "Project Account") and shall record the Project Account as a line item in the City's budget.

Section 2.2 Payment

Upon execution of this Agreement by the Parties, Ohio EPA will pay the total sum of Forty Five Thousand Dollars (\$45,000) (Contribution) to the City. Ohio EPA's Contribution shall be deposited by the City into the Project Account, where it shall remain until the City expends any portion thereof for the payment of Project costs. The City is authorized and directed to use funds from Ohio EPA's Contribution to pay for the Project restoration costs in accordance with this Agreement.

Section 2.3 Project Account: Interest; Investments

The Project Account shall be an interest-bearing account that shall: (i) earn interest at a rate deemed acceptable by the City; (ii) designate the City as the owner of the Project Account; (iii) designate the City as the beneficiary of the principal; and (iv) designate the City as the beneficiary of any interest income derived from Ohio EPA's Contribution to the Project Account. To the extent the City is authorized to invest funds in any instrument other than an interest-bearing account, savings certificate or certificate of deposit, such investment shall be only in direct obligations of the Federal

Government, in obligations of agencies or insurers that are guaranteed by the Federal Government, or in a money market mutual fund consisting solely of such obligations. Any instrument must be subject to redemption without penalty on or prior to the dates the funds will be needed by the City.

Section 2.4 Account Withdrawals

The City, acting to fulfill its obligations as owner of the Project, and in accordance with this Agreement, shall have the sole and unrestricted right to draw upon all or any part of the funds deposited in the Project Account.

Section 2.5 Taxes, Fees and Administrative Expenses

The City shall be responsible for payment of any taxes, fees and administrative expenses associated with the establishment and maintenance of the Project Account. The Trustees shall not be liable for any taxes, fees or administrative expenses associated with the Project Account. Any compensation or fees paid for managing the Project Account shall be the responsibility of the City. The City shall not deduct monies from the principal sum or any interest earned on the Contribution to pay for such expenses. The Trustees shall not be responsible for any costs attributable to the establishment, maintenance, administration, or any other aspect of the Project Account.

Section 2.6 Walnut Beach Ecological Restoration Plan

Attached to this Agreement is the Walnut Beach Ecological Restoration Plan (Restoration Plan) detailing the planned native plant species plantings and invasive species management on the Property that will be conducted using NRD funds by The Nature Conservancy, the City's partner for the Walnut Beach restoration. These activities are a subset of the City's March 22, 2013 Ashtabula River Walnut Beach Ecological Restoration Plan. Upon receipt of the Contribution, the City shall implement the Restoration Plan. Any changes to the Restoration Plan shall be subject to review and approval of the FWS, and Ohio EPA.

Section 2.7 Restoration Project Reports

Upon completion of implementation of the Restoration Plan, the City shall prepare a Restoration Project Report for the Property. The Report shall include: a summary of the results of the Property inspections; a description of Property planting, invasive species control; and an itemization of the costs of such activities. The Report shall be submitted to the FWS and Ohio EPA within sixty (60) days after completion of implementation of the Restoration Plan. A Monitoring and Maintenance (M&M) Report summarizing the monitoring and maintenance activities conducted on the Property shall be submitted to the FWS and Ohio EPA within thirty (30) days after completion of M&M activities, as specified in the Restoration Plan Schedule.

Section 2.8 Property File

The City shall maintain a Project File for the Project. The Project File shall include a copy of: this Agreement; the recorded Environmental Covenant for the Project; the Restoration Plan; the Project Report; and all invoices, receipts for materials and labor, and all correspondence and documentation concerning this Agreement, the Project Account, and the Project. The Project File shall be available for review by the FWS, and Ohio EPA at reasonable times.

ARTICLE III - TERM

Section 3.1 Effective Date

This Agreement shall be effective upon execution of this Agreement by all Parties.

Section 3.2 Termination

This Agreement shall terminate or expire in accordance with the provisions of Article XI of this Agreement.

Section 3.1 Extension

The term of this Agreement may not be extended except upon written agreement by all Parties to this Agreement.

ARTICLE IV - STATE FUNDING

Section 4.1 Nothing in this Agreement shall constitute, or be deemed to constitute, an obligation of future appropriations by the General Assembly of the State of Ohio. The State of Ohio's financial commitment to the Project shall not exceed the Ohio EPA Contribution to the Property Account.

ARTICLE V - ACCOUNT STATEMENTS, RECORDS AND ACCOUNTING

Section 5.1 Account Statements

Account statements shall be submitted by the City to the FWS and Ohio EPA, and shall identify account deposits, disbursements, interest earned, balances, and the dates thereof within sixty (60) days of construction completion in the Restoration Project Report. (ii) thirty (30) days after maintenance and monitoring activities are completed, as specified in the Restoration Plan Schedule.

Section 5.2 Records

The City shall preserve for the duration of this Agreement and for a minimum of five (5) years after termination of this Agreement, all account statements, documents

and other records associated with this Agreement and the Project Account. The Ohio EPA shall have the right, at reasonable times, to audit the City's Project Account financial records, and to take such other action as is necessary, to verify the accuracy of the records maintained hereunder.

Section 5.3 Final Accounting

Upon expenditure by the City of the Ohio EPA Contribution, the City shall: (i) complete a full, final written accounting of the expenditure of such funds; and (ii) submit a copy of such accounting to the FWS and Ohio EPA for review and approval.

ARTICLE VI - COMMUNICATIONS

Section 6.1 Notices

All notices, requests, demands and other communications hereunder shall be in writing and shall be hand-delivered, mailed first class, postage pre-paid, or mailed certified or registered mail, postage pre-paid or e-mailed, as follows:

- (i) If to Ohio EPA:

Ohio EPA, Division of Environmental Response and Revitalization
Attn: Steven Snyder, Fiscal Officer
Lazarus Government Center
50 West Town Street, P.O. Box 1049
Columbus, Ohio 43216-1049
Steven.Snyder@epa.ohio.gov

and

Ohio EPA, Division of Environmental Response and Revitalization
Attn: Regan Williams, Site Coordinator
Northeast District Office
2110 East Aurora Road
Twinsburg, Ohio 44087
regan.williams@epa.ohio.gov

- (ii) If to the FWS:

U.S. Fish and Wildlife Service
Attn.: Deborah Millsap
4625 Morse Road, Suite 104
Columbus, Ohio 43230
deborah_millsap@fws.gov

(iii) If to the City of Ashtabula:

The City of Ashtabula
Attn: James M. Timonere, City Manager
4717 Main Avenue
Ashtabula, OH 44004
jim@cityofashtabula.com

All notices, requests or other communications shall be effective as of the date when actually received by the Party to whom such notice, request or other communication is addressed. A Party may change the person to whom and/or the address at which notices, requests, or other communications may be delivered to it by providing written notice of such new person and/or such new address to the other Parties.

Section 6.2 Points of Contact

Ohio EPA's general points of contact for administration of this Agreement and communications concerning fiscal issues and activities under this Agreement shall be: Regan Williams, Division of Environmental Response and Revitalization, Ohio EPA, Northeast District Office, 2110 East Aurora Road, Twinsburg, Ohio 45402; and Steven Snyder, Fiscal Officer, Division of Environmental Response and Revitalization, Ohio EPA, Lazarus Government Center, P.O. Box 1049, 50 West Town Street, Columbus, Ohio 43216-1049.

FWS's general point of contact for administration of this Agreement and communications concerning fiscal issues and activities under this Agreement shall be: Deborah Millsap, 4625 Morse Road, Suite 104, Columbus, Ohio 43230.

The City's general point of contact for administration of this Agreement and communications concerning fiscal issues under this Agreement shall be: James M. Timonere, City Manager.

ARTICLE VII - DISPUTE RESOLUTION

Section 7.1 Duty to Negotiate

As a condition precedent to a Party bringing any formal proceeding concerning this Agreement, that Party must first notify the other Party in writing of the dispute and seek in good faith to resolve the dispute through negotiation. The procedures of this Article shall apply to any dispute arising under this Agreement, or any activity, action, function, decision or responsibility referenced in this Agreement. Following the

occurrence of circumstances giving rise to a dispute, the Parties shall make reasonable efforts to informally resolve the dispute. If resolution cannot be achieved informally within thirty (30) days, a Party may elevate the dispute for formal resolution pursuant to Section 7.2 of this Article.

Section 7.2 Procedure

Within thirty (30) days following the occurrence of circumstances giving rise to a dispute and the failure of the Parties to informally resolve the dispute, a Party may initiate formal dispute resolution. To initiate formal dispute resolution, a Party shall submit to the other Party a written notification of the dispute. The written notification of the dispute shall specify: (i) the nature of the dispute; (ii) the activity, action, function, decision or responsibility affected by the dispute; (iii) the disputing Party's position with respect to the dispute; and (iv) the information the disputing Party is relying on to support its position.

Within fifteen (15) days of written notification of a dispute, the points of contact and designated representatives of the Parties shall meet and attempt to resolve the dispute.

If the points of contact and designated representatives of the Parties are unable to resolve the dispute within fifteen (15) days of receipt of the written notification of dispute, either Party may submit a written statement of the dispute to the signatories of this Agreement (or their successors in office). Within thirty (30) days of submittal of the written statement of dispute, or as practicable thereafter, the signatories of this Agreement (or their successors in office) or their designees shall meet in order to resolve the dispute.

The Parties may agree to suspend the activity, action, function, decision or responsibility affected by the circumstances that gave rise to the dispute until the dispute is resolved. This dispute resolution process may be used to resolve site-specific disputes, provided this dispute resolution process does not conflict with a dispute resolution process specified in an administrative order, judicial consent decree or other legally binding document governing activities in relation to the Project.

The final resolution of any dispute elevated for formal resolution pursuant to this Section 7.2 of this Article shall be memorialized in writing and acknowledged by the signatures of the points of contact for each Party. The Parties shall incorporate and implement such resolution as part of the activity, action, function, decision or responsibility affected by the circumstances that gave rise to the dispute.

Section 7.3 Right to Pursue Remedies

In the event that the dispute is not resolved upon completion of these dispute resolution procedures, the Parties reserve the right to bring an action in a court of competent jurisdiction and to seek legal or equitable relief as may be appropriate.

ARTICLE VIII - MODIFICATION

Section 8.1 The terms of this Agreement may be modified at any time by mutual agreement of the Parties. If a Party requests the Agreement to be modified but the other Party does not concur, a Party may invoke the dispute resolution process set forth in Article VII of this Agreement. If no resolution is reached within forty-five (45) days after the matter is referred to the signatories of this Agreement (or their successors in office) or such other period as the Parties may agree, the Agreement shall not be modified.

ARTICLE IX - RELATIONSHIP OF PARTIES

Section 9.1 No Agency, Partnership or Joint Venture

In the exercise of their respective rights and the fulfillment of their respective obligations under this Agreement, the Parties each act in an independent capacity, and are not to be considered the officer, agent, or employee of the other Parties, nor shall this Agreement create a partnership or joint venture between any of the Parties hereto.

Section 9.2 No Waiver

Nothing in this Agreement shall affect the authority of Ohio EPA to carry out its statutory and regulatory responsibilities or to exercise its authorities under Federal and State law. Nothing in this Agreement relieves or alters any responsibility, commitment, or duty of the Parties under any administrative or judicial order, or in any way limits or restricts any right or authority of the Parties to enforce any such order.

In the exercise of their respective rights and obligations under this Agreement, a Party shall not, without the consent of the other Party, provide any contractor with a release that waives or purports to waive any rights such other Party may have to seek relief or redress against such contractor either pursuant to any cause of action that such other Party may have or for violation of any law.

ARTICLE X - GENERAL PROVISIONS

Section 10.1 Entire Agreement

This Agreement establishes the rights, duties, and obligations of the Parties. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof.

Section 10.2 Change

No change, termination, or attempted waiver of any of the provisions of this Agreement shall be binding upon the Parties unless in writing and signed by all Parties.

No waiver of any breach or violation of any part of this Agreement shall be deemed to be a waiver of any future breach or violation of this Agreement.

Section 10.3 Non-Assignability

All of the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns; provided, however, that none of the Parties may assign any of their respective rights or obligations hereunder without the prior written consent of the other Party. No assignment, if any, shall operate to release a Party from its liability for the performance of its obligations under this Agreement.

Section 10.4 Governing Law

This Agreement and any claims arising under this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement that may be determined by a court of competent jurisdiction to be prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or performance hereunder shall be brought only in the courts of the State of Ohio, and the Parties hereby irrevocably consent to such jurisdiction. In the event that any provision of this Agreement is determined by a court of competent jurisdiction to conflict with any applicable federal, state, or local law or regulation, the applicable law or regulation shall control.

Section 10.5 Compliance with Law

In the performance of its responsibilities under this Agreement, the City agrees to comply with all applicable federal, state and local laws, whether or not specifically referenced herein.

Section 10.6 Severability

A determination by a court of competent jurisdiction that any part of this Agreement is invalid shall not invalidate or impair the force or effect of any other part hereof, except to the extent that such other part is wholly dependent for its operation on the part so declared invalid.

Section 10.7 Supersedence

This Agreement supersedes all other agreements, oral or written, between the Parties with respect to the subject matter hereof, and may not be modified or extended except by an agreement in writing signed by all Parties hereto, provided that any such modification shall comply with and be subject to any statutory or regulatory requirements or restrictions placed upon Ohio EPA's authority to enter into agreements.

ARTICLE XI - TERMINATION, EXPIRATION AND CONTINUING PROVISIONS

Section 11.1 Termination

This Agreement may be terminated only upon written agreement of the Parties or otherwise in accordance with applicable law. Any Party that desires to terminate this Agreement shall provide written notice, signed by such Party's signatory to this Agreement or their successor in office. Upon receiving such notice, a Party may invoke the dispute resolution process set forth in Article VII of this Agreement.

Section 11.2 Expiration

Unless terminated at an earlier date by the Parties, or otherwise extended by the Parties, this Agreement shall expire upon expenditure by the City of the entirety of Ohio EPA's Contribution, or thirty (30) years after the effective date of this Agreement, whichever occurs first, and written acknowledgement thereof by the Parties to this Agreement.

Section 11.3 Continuing Provisions

The provisions of this Agreement that require performance after the expiration or termination of this Agreement shall remain in force notwithstanding the expiration or termination of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed and effective as of the date first written above.

OHIO ENVIRONMENTAL PROTECTION AGENCY

BY:



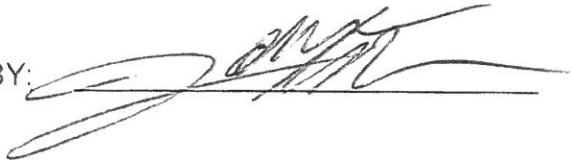
Craig W. Butler,
Director, Ohio EPA

DATE:

2/1/18

CITY OF ASHTABULA, OHIO

BY:

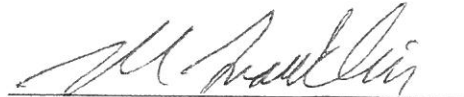


DATE:

1-5-2018

CERTIFICATION

Approved as to legal form and correctness in accordance with Section 32 of the Charter of the City of Ashtabula, Ohio.



Michael Franklin, City Solicitor

Date: 1-3-2018

ORDINANCE NO. 2017-105

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE OHIO EPA FOR IMPLEMENTATION OF THE WALNUT BEACH ECOLOGICAL RESTORATION PLAN INCLUDING THE INSTALLATION OF NATIVE PLANTS/TREES/SHRUBS, A FENCED WALKING TRAIL AND VIEWING PLATFORM.

WHEREAS, the daily operations of the City Manager's office and the public health, peace, safety and welfare require the enactment of this Ordinance; and

WHEREAS, the City Manager and the Planning and Community Development Division have applied for and been approved for assistance in the amount of \$45,000 by the Ohio EPA from the Natural Resource Damages Fund for implementation of the Walnut Beach Ecological Restoration; and,

WHEREAS, this City Council finds and determines that it is to the benefit of the community as a whole to implement such a program in order to protect the local ecosystem and enhance the opportunities to enjoy the natural beauty of the Walnut Beach Park;

NOW THEREFORE BE IT ORDAINED by the Council of the City of Ashtabula Ohio;

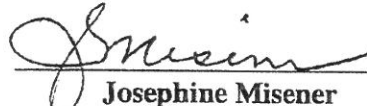
SECTION 1. That the Council of the City of Ashtabula, Ohio authorizes and directs the City Manager to enter into an agreement with the Ohio EPA for implementation of the Walnut Beach Ecological Restoration Plan, including for the installation of native plants/trees/shrubs, a fenced walking trail and viewing platform, with the funding amount of \$45,000 is coming from the Natural Resource Damages Fund. By terms of the proposed Agreement with Ohio EPA, The Nature Conservancy shall participate in the Project.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and related to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its Committees that resulted in such formal action were in meetings open to the public in compliance with the requirements of Section 10 of the Municipal Charter of the City of Ashtabula, Ohio, and of R. C. Section 121.22.

SECTION 3. For the reasons stated in the preamble, this ordinance, if approved by the votes of five (5) or more members of Council, shall take effect immediately, otherwise 30 days thereafter.

PASSED:

August 21, 2017

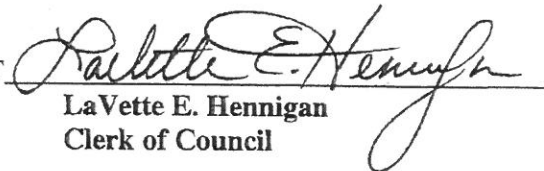


Josephine Misener
President of Council

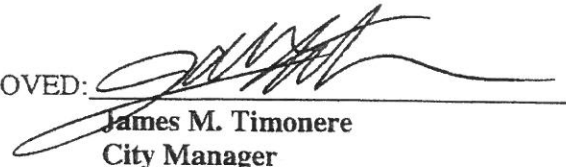
Vote:

	Yea	Nay
Misener:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
McClure:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Roskovics:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pugliese:	<u>Absent</u>	<input type="checkbox"/>
Hosken:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Speelman:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hamrick:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

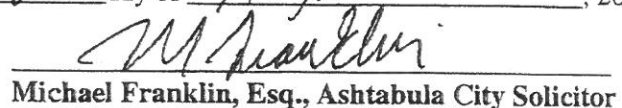
ATTEST


LaVette E. Hennigan
Clerk of Council

APPROVED:


James M. Timonere
City Manager

Approved as to form and correctness this 21st day of August, 2017.


Michael Franklin, Esq., Ashtabula City Solicitor

Walnut Beach Ecological Restoration Plan
Scope of Work for Natural Resource Restoration Funding

Updated 17 November, 2017

Walnut Beach Park is located in the City of Ashtabula and within the Ashtabula River Area of Concern. It is a public beach along Lake Erie that allows access to a natural shoreline and dunes, as well as amenities including a concession stand, restroom facility, playground, and recreational courts.

Background

Through a partnership between The Nature Conservancy and the City of Ashtabula, and with support and participation from other stakeholders and interested parties, a plan was developed in 2013 to renovate Walnut Beach Park. The park had become severely dilapidated over the years from a combination of wear and tear, age, poor design and inadequate maintenance. Renovating the park provided not only an opportunity to construct new infrastructure and public amenities, but to do so in a way that allowed the restoration of a six-acre area that had once been a natural beach and dune community. The renovation plan included the removal of all of the existing asphalt parking lots; construction of a new, smaller parking lot south of and away from the primary beach and dunes that contains a bioretention swale with native vegetation for improved storm water mitigation; and restoration of the previous, northern parking lot through the removal of asphalt, regrading of a natural dune and swale with existing sand, and installation of native and indigenous beach and dune plants and plant assemblages.

Project

The portion of this project (installation of native and indigenous beach and dune plants and plant assemblages and observation platforms) to be funded by natural resource restoration monies is intended to improve the condition and functionality of the unique natural dune community, which supports a number of rare and migratory species (see Exhibit A, attached). This natural community is found in only a few places along Lake Erie, and it deserves attention, adequate resources and strategic restoration for its intrinsic conservation value, as well as the role these unique natural areas play in economic vitality (tourism) and outdoor activities, such as bird watching.

The plantings will be monitored and maintained for one year following initial installation. The goal is to achieve 75% survival following the initial planting and 90% survival following the one year of monitoring and maintenance.

Below is a summary of the requested natural resource restoration funds and restoration activities that will be carried out starting in spring 2018, by Nature Conservancy staff, City of Ashtabula staff and volunteers:

- \$30,000 for native plant materials:

- Purchase of native and indigenous trees, shrubs, flowers and grasses (includes plugs and seeds) to be planted throughout the restoration area to create and enhance habitat for native species including migratory birds. See attached list for species to be planted (Exhibit C).
- \$10,000 for Split rail fencing and lumber:
 - Approximately 900 feet of a new fenced trail will be installed through the restoration area and a 10 x 20 observation platform will be constructed on top of the dune (Exhibit B). The trail and platform will give visitors access to the restoration area while providing protection to planted and existing native vegetation.
- \$5,000 for one year of monitoring and maintenance:
 - The Nature Conservancy will perform quarterly monitoring after the initial planting, and replace any plants that have not survived.

Successful implementation and restoration should occur because The Nature Conservancy has controlled invasive species throughout the restoration area prior to any native plantings; species to be planted are indigenous to Walnut Beach and well-suited to this natural community; best management practices will be followed throughout implementation according to best practices specified by the Urban Tree Foundation and International Society of Arboriculture (Exhibit D).

PROJECT IMPLEMENTATION SCHEDULE

October 1, 2017 to November 30, 2018

Communicate & coordinate activities with volunteers
 Control non-native plants in restoration areas
 Order/purchase native plant materials
 Install Fence & Platform
 Herbicide/disk/prepare areas for planting
 Plant native grasses, plants, shrubs & trees
 Monitor implementation & outcomes
 Replant/replace if necessary
 Final Report

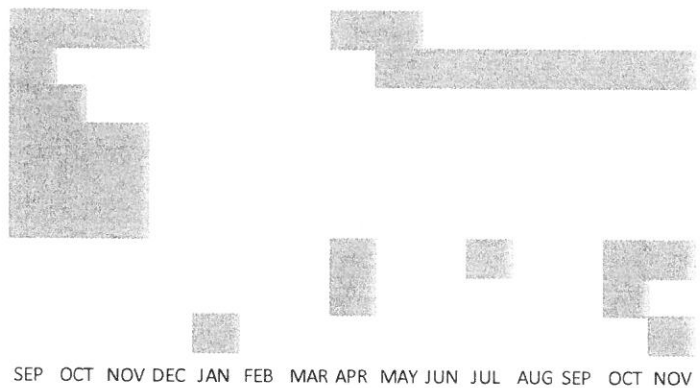


Exhibit A

Walnut Beach Rare & Migratory Species

Extant Occurrences

Species	Common Name	*State Status	Comments
<i>Cyperus schweinitzii</i> Torr.	Schweinitz's Flatsedge	T	on parcel
<i>Equisetum variegatum</i> Schleich. ex F. Weber & D. Mohr	Variiegated scouring rush	E	adjacent parcel
<i>Ammophila breviligulata</i> Fernald	American Beachgrass	T	on parcel
<i>Lathrus japonicus</i> Willd.	Inland Beach Pea	T	on parcel
<i>Euphorbia polygonifolia</i> L.	Seaside Spurge	P	on parcel

Historic Occurrences

<i>Arctostaphylos uva-ursi</i> (L.) Spreng.	Bearberry	E	on parcel
<i>Myrica pensylvanica</i> Loisel.	Bayberry	E	on parcel
<i>Potentilla paradoxa</i> Nutt.	Bushy cinquefoil	T	adjacent parcel
<i>Carex aurea</i> Nutt.	Golden-fruited sedge	P	adjacent parcel
<i>Gentianopsis crinata</i> (Froelich) Ma.	Fringed gentian	P	adjacent parcel
<i>Sagittaria rigida</i> Pursh	Deer's-tounge Arrowhea	P	adjacent parcel

*State Status

E - Endangered

T- Threatened

P- Potentially Threatened

Exhibit B
Walnut Beach Ecological Restoration Plan
Boundary Map

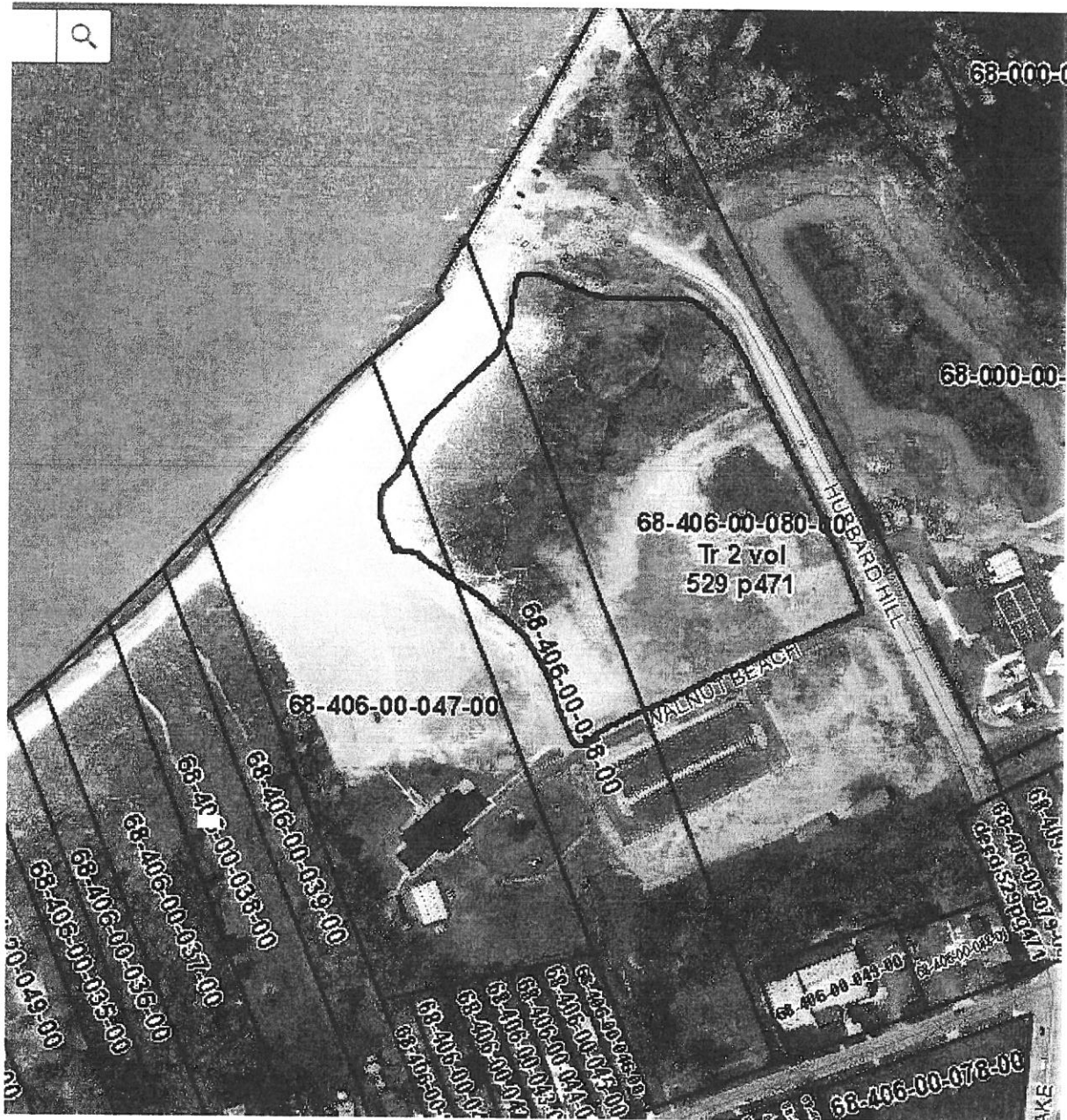


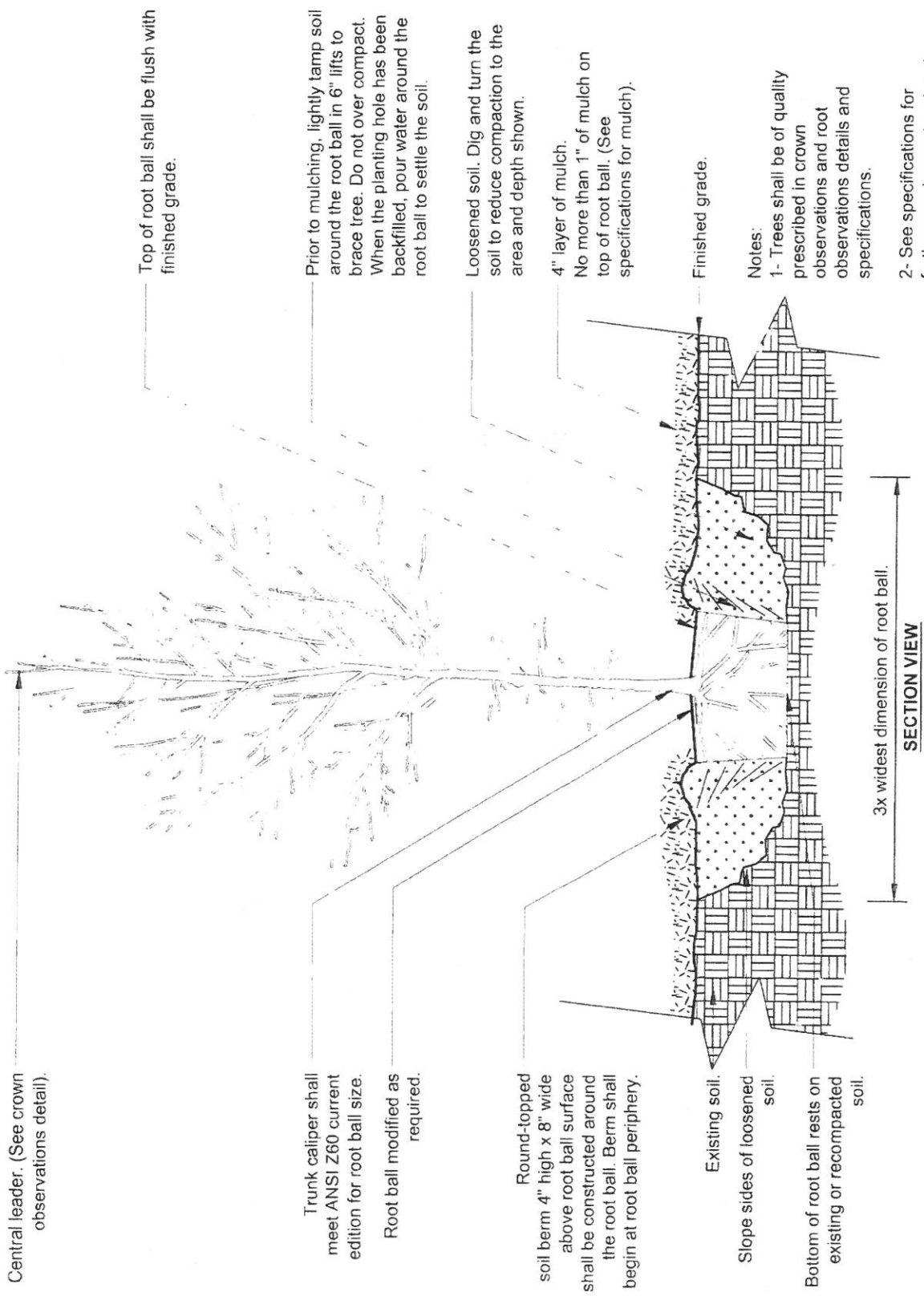
EXHIBIT C

SPECIES TO BE PLANTED AND QUANTITIES

Quantities per species are listed below. For each species, there is a column for the quantity to be purchased for each size class. Diversity in the proposed native seed mix is low because the native dune seedbank has already started responding quite well. Many native species have already started colonizing the disturbed areas, some of which The Nature Conservancy is now observing for the first time at Walnut Beach Park.

Plants		Seed PLS LBS	Plugs	3-5 Gallon Pots	Balled in Burlap
<i>Aster nova-angliae</i>	New England Aster	0.25	960		
<i>Asclepias syriaca</i>	Common Milkweed	0.25	960		
<i>Elymus canadensis</i>	Canada Wild Rye	27	640		
<i>Panicum virgatum</i>	Switchgrass	27	640		
<i>Asclepias tuberosa</i>	Butterfly weed	0.25	960		
Trees					
<i>Nyssa sylvatica</i>	Black Gum			50	5
<i>Quercus palustris</i>	Pin Oak				10
<i>Salix amygdaloides</i>	Peach Leaved Willow		50		
<i>Salix nigra</i>	Black Willow			50	
<i>Salix exigua</i>	Sandbar Willow			50	
Shrubs					
<i>Cephalanthus occidentalis</i>	Button Bush			20	
<i>Alnus incana</i>	Speckled Alder			20	
<i>Cornus sericea</i>	Redosier Dogwood			55	
<i>Cornus amomum</i>	Silky Dogwood			55	
Totals		54.75	4210	300	15

EXHIBIT D



TREE W/ BERM (EXISTING SOIL NOT MODIFIED)

P-X

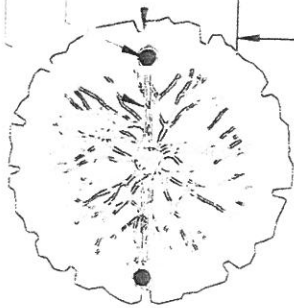
EXHIBIT D (CONT.)

Remove nursery stake. If central leader needs to be straightened or held erect, it is acceptable to attach a 1/2" x 8' bamboo pole to the central leader and trunk.

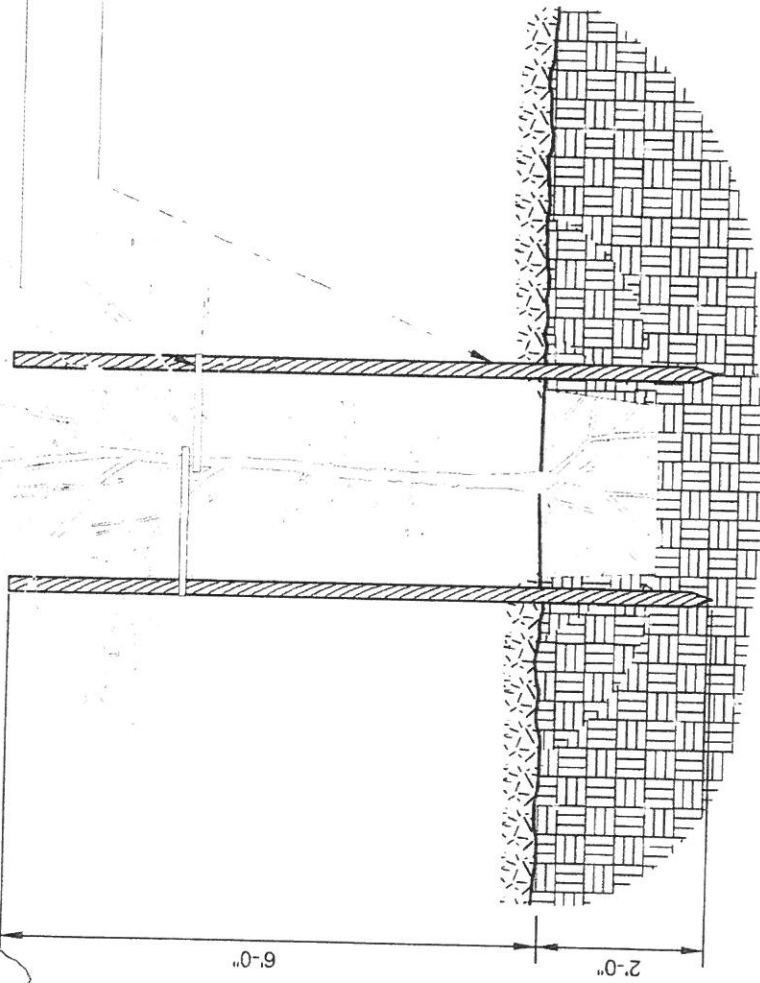
32" long non-abrasive rubber ties.

Two (2) three inch lodge pole pine stakes. Install approximately 2" away from the edge of the root ball. Stake location shall not interfere with permanent branches.

Rubber tree ties.
Lodge pole stakes.
Prevailing wind.



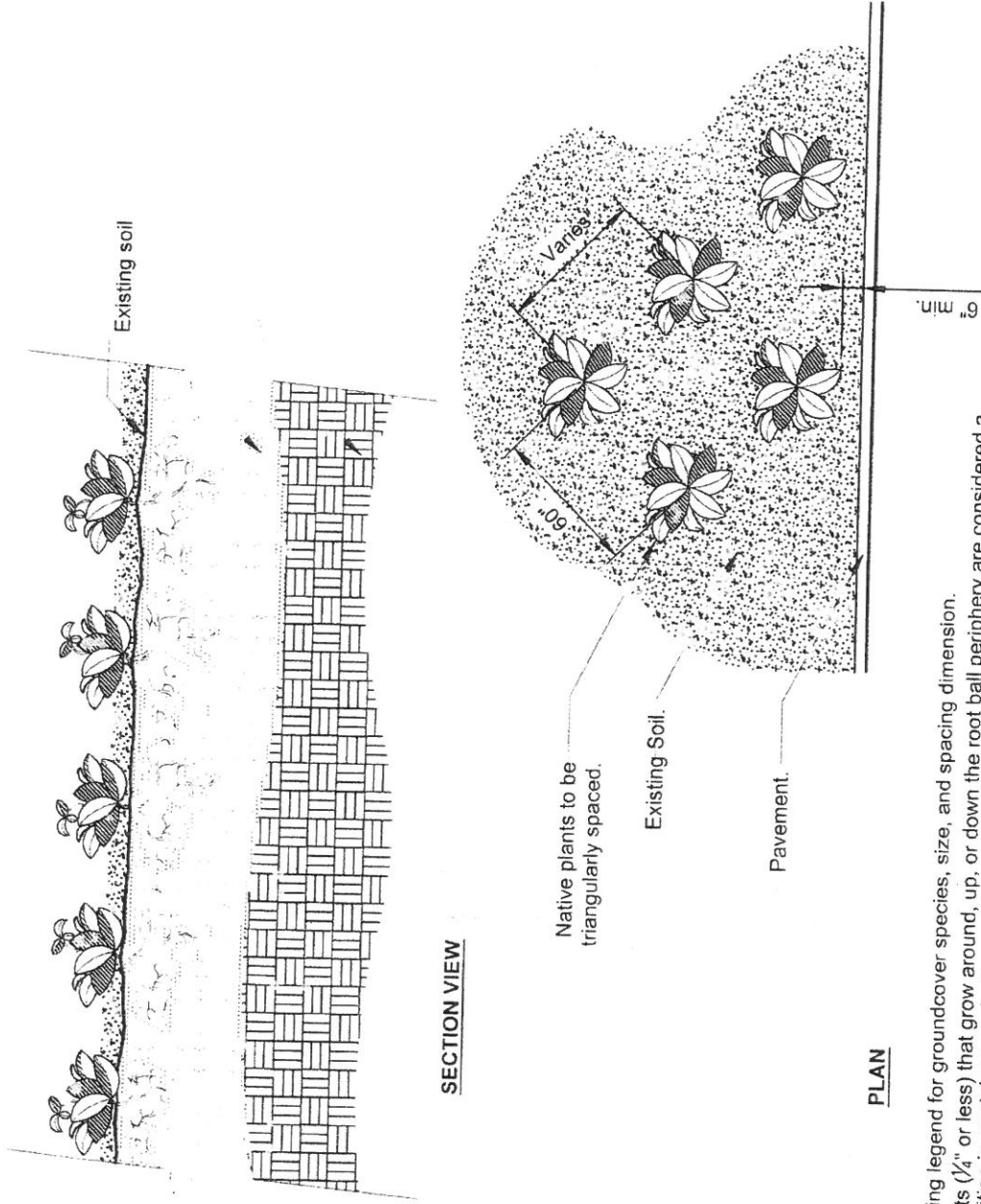
PLAN VIEW



SECTION VIEW

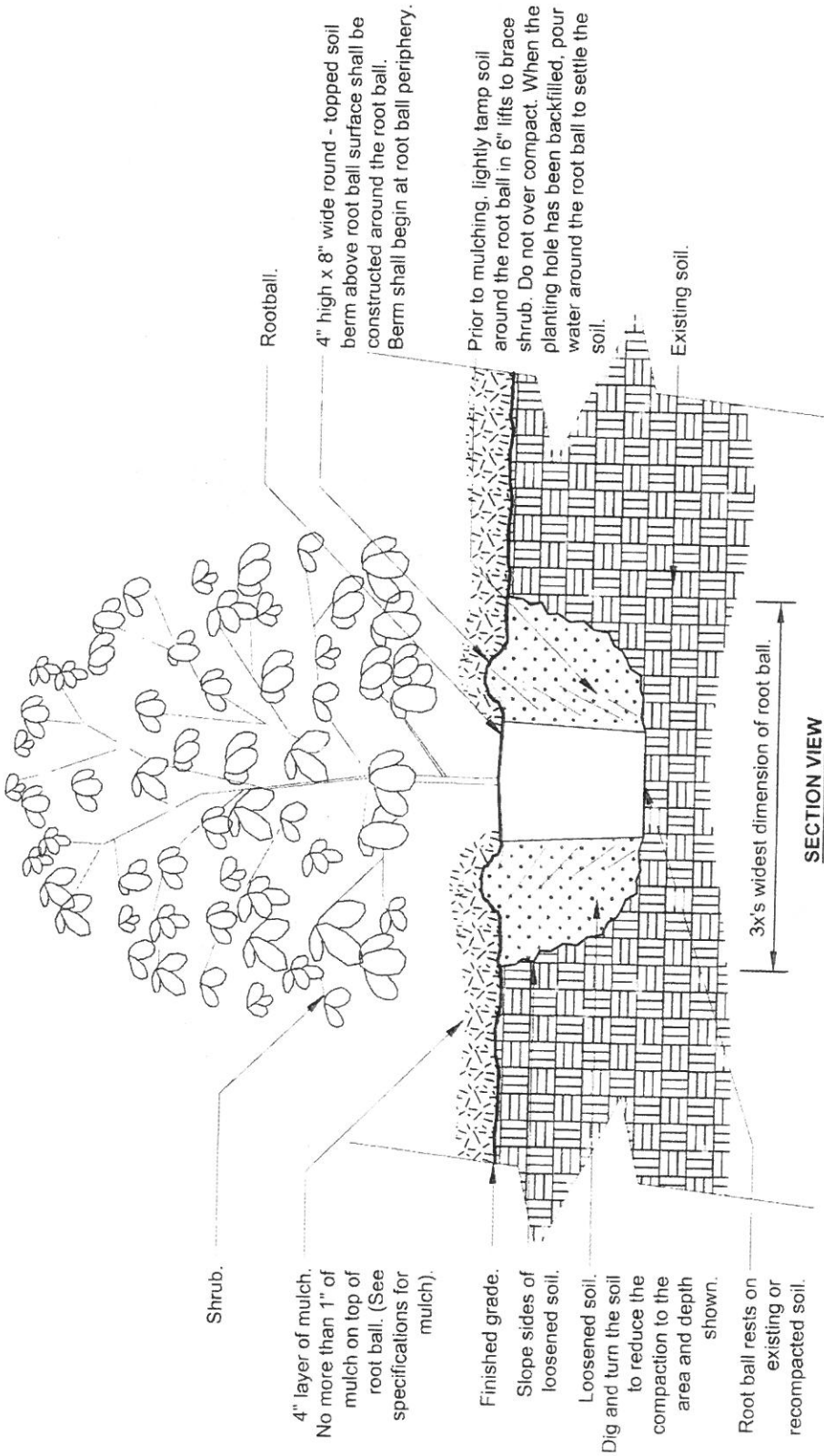
TREE STAKING - LODGE POLES (2)

P-X



- Notes:
- 1- See planting legend for groundcover species, size, and spacing dimension.
 - 2- Small roots ($\frac{1}{4}$ " or less) that grow around, up, or down the root ball periphery are considered a normal condition in container production and are acceptable however they should be eliminated at the time of planting. Roots on the periphery can be removed at the time of planting. (See root ball shaving container detail).
 - 3- Settle soil around root ball of each groundcover prior to mulching.

P-X Native Plugs



- Notes:
- 1- Shrubs shall be of quality prescribed in the root observations detail and specifications.
 - 2- See specifications for further requirements related to this detail.

P-X **SHRUB - UNMODIFIED SOIL**