



STATE OF MAINE
DEPARTMENT OF CONSERVATION
MAINE FOREST SERVICE
22 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0022

John Elias Baldacci
GOVERNOR

Eliza Townsend
COMMISSIONER

October 7, 2010

Michael McGovern
Town of Cape Elizabeth
320 Ocean House Road
Cape Elizabeth, ME 04107

Program: Urban and Community Forestry CFDA 10.675; Project Canopy Community Forestry Assistance Grants

Project: The Arboretum at Fort Williams Park

Dear Michael McGovern,

Enclosed is an approved copy of your 2010 Project Canopy Assistance Agreement for the **The Arboretum at Fort Williams Park** project funded through the Urban and Community Forestry Program. This grant shall commence when both parties have signed this agreement, but not prior to **25 October 2010**. This grant shall terminate on **25 October 2011** or when all of its terms and conditions have been satisfied, which ever comes first. A recipient cannot be allowed to incur costs prior to both parties signing this agreement. This ending date should provide adequate time to complete the project. Please sign and return your concurrence letter. The approved amount for this award is **\$3969**, matched 50/50 by the Applicant. Funding is provided through the USDA Forest Service, State & Private Forestry, under the authority of the Cooperative Forestry Assistance Act of 1978, as amended, 16 U.S.C. 2101-2114.

This is an award of federal financial assistance, and as such may be subject to the Office of Management and Budget (OMB) Circular A-87, Cost Principles for State and Local Governments; Circular A-133, Audits of States, Local Governments, and Non-profit Organizations; Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Non-profit Organizations, as implemented by United States Department of Agriculture (USDA) Uniform Federal Assistance Regulations, 7 CFR 3019; Audits of Institutions of Higher Education, Hospitals, and Non-profit Organizations, 7 CFR 3051; Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Regulations for Drug-Free Workplace, 7 CFR 3017; New Restrictions on Lobbying, 7 CFR 3018; and

OMB Circular A-122, Cost Principles for Non-profit Organizations. In addition, the following administrative provisions apply:

- 1 - This grant program is conducted on a **reimbursement** basis.
- 2 - The Grantee will perform the work outlined in the approved 2010 Project Canopy Grant Application.
- 3 - All deliverables as outlined in 2010 Project Canopy Grant Application and required under this agreement must be delivered to the Project Canopy Director. All oral reports required under this agreement must be presented at the location requested by the Maine Forest Service (MFS).
- 4 - Rights and Obligations: This General Agreement is for federally funded grants governing the activities to be performed under this agreement, the nature of the working relationship between the MFS and the Grantee, and specific obligations of both parties. All rights and obligations of the parties to this agreement shall also be subject to and governed by the application form and original budget worksheet, each incorporated by reference herein.
- 5 - The Grantee shall complete all specified activities including submission of reports and/or other required documentation within the time periods set forth in the agreement. Failure by the Grantee to make satisfactory progress toward completion of the activities or project within the timelines specified in this agreement shall be considered a material breach and shall be grounds for immediate termination of this agreement by the MFS. The MFS has sole discretion to determine whether the Grantee is making satisfactory progress on the activities or project.
- 6 - Allowable costs are all charges necessary and reasonable to accomplish the objectives of the agreement during the grant period subject to MFS approval. The Grantee will meet with the MFS at the beginning of and throughout the grant period to discuss proposed projects and to determine which activities are reimbursable. Costs not eligible for reimbursement include, but are not limited to:
 - Salaries and wages
 - Overhead.
 - Stipends or any kind of director's fees for urban forestry board members.
 - Out-of-state travel.
 - Construction activities or capital outlays including purchase of land, equipment (including computer hardware or anything else not previously approved as allowable costs by MFS)
- 7 - A performance of progress report shall be submitted semi-annually and within 30 days of the expiration of the grant.
 - a. The Cooperator shall constantly monitor the performance under Federal Assistance activities to assure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved. When monitoring reveals problems, delays or adverse conditions which materially affect the Cooperator's ability to attain program objectives, prevent the meeting of time schedules and goals or preclude the attainment of project work units by established time periods, the Cooperator shall furnish to the Maine Forest Service a report outlining the circumstances and showing action taken or contemplated and any assistance needed to resolve the situation.

- b. The Cooperator shall, by 30 days prior to the expiration of the grant, notify the Maine Forest Service if funds provided under this Agreement will not be expended.
- c. The Cooperator shall, semi-annually and, within 30 days of the expiration of the grant, submit to the MFS performance reports for this award which:
 - i. Compares actual accomplishments to the goals or targets established in the application narrative. Where outputs are quantifiable, such data should be related to cost data for computation of unit costs.
 - ii. If applicable, give reasons why established goals or targets were not achieved.
 - iii. Other pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit costs, photographs, and media coverage.

8 - All final reports (accomplishments, request for reimbursement, financial status report) shall be due 30 calendar days after the expiration date of the grant or at the end of grant support.

9 - Method of Disbursement: Requests for disbursement under this agreement shall be submitted by the Grantee on the final reimbursement form. Invoices, copies of canceled checks, vouchers, town warrants, and proof of all match shall be included with the reimbursement forms. Invoices/warrants will include information as is necessary for the MFS to determine the exact nature of all expenditures. Each invoice will clearly indicate that it is for activities under this agreement. Requests for disbursement shall be submitted to the MFS Project Canopy Director.

10 - No additional requests for costs or expenses are allowable.

11 - Recapture Provision: In the event the Grantee fails to expend funds in accordance with any federal or state law or regulation or the provisions of this agreement, the MFS reserves the right to recapture funds in the amount equivalent to the amount of noncompliance. Repayment by the Grantee of funds under this section shall occur within 30 days of demand.

12 - Audit requirements for Federal award recipients are defined in OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (revised June 27, 2003). OMB Circular A-133 now requires those being audited to submit a completed data collection form (SF-SAC) with the audit reporting package to the Federal clearinghouse designated by OMB -currently the Federal Audit Clearinghouse, Bureau of the Census, 1201 E. 10th Street, Jeffersonville, TN 47132. For questions concerning the submission process or to obtain a copy of the form, you may call the Federal Audit Clearinghouse (888-222-9907). Information can also be found on the Internet at <http://harvester.census.gov/sac/>. If a grant is closed out without an audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- a. If the audit reveals findings and questioned costs relating to Federal awards passed through from MFS, forward a copy of the audit, along with the subrecipient response and the final corrective action plan as approved by the Auditor to the MFS within nine months after the end of the audit period.

- b. The subrecipient shall provide to MFS by August 31 of each calendar year the following:
 - i. Type of audit to be performed (Federal Single Audit Act or a local audit). If the subrecipient is exempt from federal audit requirements, MFS shall be so notified and they are still required to perform b (iii) and b (iv).
 - ii. **Auditor (s) name, address, and phone number.**
 - iii. A list of all state agencies providing federal assistance to the subrecipient.
 - iv. A listing of all financial assistance sources and the amounts provided and identified under the following categories: Federal Assistance Obtained Directly From A Federal Agency, Federal Assistance Obtained Through A State Or Local Government, and Other Financial Assistance Obtained From A State Or Local Government.

- 13 - Prior approval is required for any changes to the scope of objectives of the approved key personnel, or transfer of substantive programmatic work to another party. Until written approval is granted for a modification, the terms and conditions of the original award remain in effect. All requests that require prior approval must be made, in writing, to the Maine Forest Service no later than 30 days before the proposed change.
- 14 - Program Income: Gross income directly generated by a grant-supported activity or earned as a result of the grant during the grant period, is not allowed without prior approval from MFS.
- 15 - All Records and Receipts relating to the expenditures and match for this project must be maintained and available in a grant file for at least 3 years after the close of the grant period.
- 16 - Acknowledgements—Maine Forest Service support shall be acknowledged in any publication or audiovisuals developed as a result of this instrument - ex. *The work upon which this publication is based was funded in whole or in part through a grant awarded by the Maine Forest Service and the USDA Forest Service.*
- 17 - The Cooperator shall, upon receipt of the award, notify the media via press release or letter to the editor. All press coverage of grant projects shall be forwarded to the MFS Project Canopy Director with final grant documentation.
- 18 - Pruning Specifications:
 - a. All pruning projects will adhere to the guidelines put forth in "How To Prune Trees" USDA Forest Service publication number NA-FR-01-95
- 19 - Planting Specifications:
 - i. All planting projects will adhere to the guidelines put forth in "Planting Trees in Designed and Built Community Landscapes."
 - ii. All wire baskets will be removed.
 - iii. All trees will be planted at the trunk flare. This may mean soil excavation to locate trunk flare from the root ball.
 - iv. Planting of materials classified as invasive species by the Maine Department of Conservation are not allowed.

- v. Planting of ash (*Fraxinus* sp.) is discouraged.
- vi. Species planted under, near or above utility lines shall be of compatible size and form so as not to interfere with utility lines.
- vii. Guying is not recommended.

20 - Planting project survival rate: Any tree planting project under the terms and conditions of this grant is required to have a 90% survival rate for three years following the planting. The MFS will make the determination through follow-up inspections. It will be the responsibility of the Grantee to supply documentation verifying the failure was not due to neglect. Failure to comply will cause the Grantee to be ineligible for Project Canopy grants for three years.

21 - Forest Management Plan Specifications:

- a. All forest management plans will adhere to the guidelines put forth in "Maine Forest Service Stewardship Program: Guidelines for Forest Management Plans"

22 - Debarment and Suspension (Rider D)

The Cooperator/Provider shall immediately inform the Department if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the Cooperator/Provider or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Department without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

23 - Legal Authority

The cooperator/Provider shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.

24 - Non-Liability

The Department does not assume liability for any third party claims for damages arising out of this instrument.

25- Members of Congress

Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this instrument, or benefits that may arise there from, either directly or indirectly.

26- Drug-Free Workplace

a. The Recipient agrees that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must:

- (1) Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
- (2) Specify the actions the recipient will take against employees for violating that prohibition; and

(3) Let each employee know that, as a condition of employment under any award he or she

(I) Must abide by the terms of the statement, and

(II) Must notify you in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace, and must do so no more than five calendar days after the conviction.

b. The Recipient agrees that it will establish an ongoing drug-free awareness program to inform employees about:

(I) The dangers of drug abuse in the workplace;

(II) Your policy of maintaining a drug-free workplace;

(III) Any available drug counseling, rehabilitation and employee assistance programs; and (IV) The penalties that you may impose upon them for drug abuse violations occurring in the workplace.

c. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this instrument, whichever occurs first.

d. The Recipient agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award/agreement number of each instrument on which the employee worked. The notification must be sent to the Program Manager within ten calendar days after the Cooperator/Provider learns of the conviction.

e. Within 30 calendar days of learning about an employee's conviction, the Recipient must either:

(1) Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or

(2) Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

27- Eligible Workers

The Cooperator/Provider shall ensure that all employees complete the 1-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The Cooperator /Provider shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental agreement awarded under this instrument.

28- Title VI Compliance

The recipient shall comply with all Federal statutes relating to non-discrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, 2000e-16), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the

basis of sex; and Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C.794) which prohibits discrimination on the basis of disabilities.

29- Freedom of Information Act

It is the Department's policy to inform the public as fully as possible of its programs and activities. The Cooperator/Provider is encouraged to give public notice of the receipt of this instrument and, from time to time, to announce progress and accomplishments.

30- Public Information

The Cooperator/Provider shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any federal funding.

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202)720-5964 (voice and TDD). USDA is an equal opportunity provider and employer. "

Signatures by both parties on this award letter indicate agreement to the terms and conditions of this grant document. Two copies signed by the Forest Service are provided. After your review and approval, please sign both copies and return one for our records. Funds for this award of financial assistance will not be available to draw down until the counter signature page is received.

If you have any questions about this grant, please call Jan Santerre 207-287-4987.

Sincerely,

A handwritten signature in black ink that reads "R. Alec Giffen". The signature is written in a cursive, flowing style with a long horizontal stroke at the end.

R. Alec Giffen
Director, Maine Forest Service

Title of Project: The Arboretum at Fort Williams Park

Award Amount: \$ 3969

Expiration Date: 25 October 2011

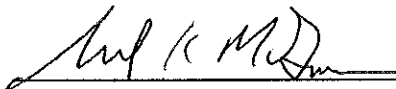
The financial assistance award and obligation is approved.



R. Alec Giffen

Date

Director, Maine Forest Service



10/29/10

Name of Authorized Representative

Date

Town Manager

Title

Name of Authorized Representative

Date

Title

Remarks:

In all its programs and activities, the U.S. Department of Agriculture (USDA) prohibits discrimination on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, or marital or family status. (Not all prohibited bases apply to all programs.) Those with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202)720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 14th and Independence Avenue, SW, Washington, DC 20250-9410 or call (202)720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.

MAINE FOREST SERVICE

GENERAL ASSURANCES

FOR FEDERALLY FUNDED GRANTS

Note: Some of these assurances may not be applicable to your project or program. If you have questions, please contact the Maine Forest Service.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination; These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse, (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following:
(a) institution of environmental quality and control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738, (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988, (e) assurances of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic

Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award for assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction of rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 or OMB Circular No. A-133, audits of Institutions of Higher Learning and other Non- Profit Institutions.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.


19. Will comply with the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), 7 FR Part 3017, Subpart F, Section 3017.600, Purpose.

20. Will comply with the regulations Implementing Executive Order 12549, Debarment and Suspension, 7 FR Part 3017, Section 3017.510, Participants' responsibilities (regulations published as Part IV of the January 30, 1989 Federal Register pages 4722-4733.) (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency. (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

21. Will not claim any expenditure under this project which is paid for, provided by, or used as match under any other Federal program including but not limited to FEMA/MEMA disaster recovery assistance programs and Americorps.

22. Will comply with the requirements to maintain record and documentation associated with this award for three years after the close of the grant period as per 7CFR section 3016.42

The Maine Forest Service has combined the Standard Federal Grant Assurances included in SF 424, AD 1048, AD 1049, AD 1050, and FS III into one document. Approved OMB Forms and instructions are available upon request.

Signature of Authorized Certifying Official	Name and Title of Authorized Certifying Official (printed)	
	Michael K. McFadden	
	TOWN MANAGER	
Applicant Organization	Date Submitted	
TOWN OF CAPE ELIZABETH, MAINE	10/29/10	

**2010 PROJECT CANOPY ASSISTANCE
TREE PLANTING AND MAINTENANCE**

USDA FOREST SERVICE-URBAN AND COMMUNITY FORESTRY CFDA 10:675

Applicant Name: Town of Cape Elizabeth- The Arboretum at Fort Williams Park

*Official Representative: Michael McGovern

Title: Town Manager

Address: 320 Ocean House Road
Cape Elizabeth, ME 04107

Phone Number: 799-7665

Email Address: michael.mcgovern@capeelizabeth.org

Applicant's Federal Identification Number: 01-6000-100

Previously Received Community Forestry Assistance Funding

Yes

Does your community have a comprehensive plan that includes forestry? Yes

Date certified by State Planning Office: October 19,2007 _____

Project/Program will take place on non-federal land owned or controlled

by: Town of Cape Elizabeth Population: 9,068
(2000 census)

Short Project Title: The Arboretum at Fort Williams Park

Budget:

GRANT REQUEST					LOCAL MATCH	
Tree Species	Dia	No.	\$/tree	Total cost	Matching Items	\$ Value
SEE PLANT LIST BELOW which includes:	varies	11	360.90	3969.00	Trees	
Labor and supplies					1 Year Maintenance	\$750.00
					Mulch, supplies, other materials	
					Survey	\$ 2,600
					Excavation	\$12,000
Other Reimbursable Costs			\$ Value			
Labor (pruning, planting, removal)					Volunteer labor, administration, equipment (hourly rate \$25.00 ___ X #hrs 100 ___) =	\$2,500.00
Maintenance						
Mulch, supplies, other materials						
Above included in per tree cost.						
TOTAL GRANT REQUEST			\$ TOTAL \$3,969.00		TOTAL MATCH (> or = grant request)	\$17,850.00

QTY	BOTANICAL NAME	COMMON NAME	SIZE	COST	INSTALLED
1	<i>Carpinus caroliniana</i>	American Hornbeam	2.0" Caliper	\$250.00	\$500.00
1	<i>Chionanthus virginicus</i>	White Fringetree	6-7' MS*	\$220.00	\$440.00
1	<i>Cornus florida</i>	Flowering Dogwood	1.5"	\$190.00	\$380.00
1	<i>Crateagus crugalli</i> var. <i>inermis</i>	Cockspur Thornless Hawthorn	2.0"	\$250.00	\$500.00
2	<i>Hamamelis vernalis</i>	Vernal Witchhazel	4-5' MS	\$120.00	\$240.00
3	<i>H. virginiana</i>	Common Witchhazel	4-5' MS	\$120.00	\$240.00
1	<i>Malus 'Red Splendor'</i>	Red Splendor Crab	2.0"	\$225.00	\$450.00
1	<i>Ostrya virginiana</i>	Ostrya virginiana	2.0"	\$250.00	\$500.00
				TOTAL	\$3,970.00

* Multistem

Name of State Senator Lawrence Bliss
Name of State Representative Cynthia Dill represents grant area and Jane Eberle
also represents Cape Elizabeth

• Narrative

The Arboretum at Fort Williams Park was conceived in March of 2007. Since then it has been pursued by a group of current and former Cape Elizabeth residents. Membership in the group includes John Mitchell a Cape Elizabeth resident and registered landscape architect with significant experience in designing public spaces, who is a principal in his own design firm; Kris Murray partner in a local construction business; a Cape Elizabeth resident and excavation business owner, Sarah Boudreau former Cape Elizabeth resident and garden center owner, Kathryn Bacastow a former Cape Elizabeth resident with a lengthy financial industry background and Richard Churchill a licensed arborist and former Cape Elizabeth Town Tree Warden who has extensive experience in horticulture as an academician, arboricultural consultant and journalist; . The group was expanded in 2010 to create a Steering Committee which now includes James Rowe former Cape Elizabeth Town Counsel chair, Amy Witt Extension Horticulturist, James McCain landscape designer

and contractor, Alice Rand and Mary Hodgkin Fort Williams Charitable Trust board members with Rand serving as President of FWCF, Marti Blair educator, John Greene property manager, Karen Henderson landscape contractor and Debbie Kilroy sales management and public relations consultant

Project Canopy Goals:

1. Increase the number of managing community forestry programs.
2. Stimulate and heighten public awareness of what the community forest is, its role and benefits.
3. Create and maintain partnerships.
4. Promote comprehensive resource management of community forests and related natural resources.

USFS National Goals:

1. Restore, sustain, and enhance the Nation's Forests and grasslands.
2. Provide and sustain benefits to the American people.
3. Conserve open space.
4. Sustain and enhance outdoor recreation opportunities.
5. Maintain basic management capabilities of the Forest Service.
6. Engage urban America with Forest Service programs.
7. Provide science-based applications and tools for sustainable natural resource management.

The goal of this grant program is to support community efforts to develop and maintain long-term community forestry programs. Planting trees and caring for existing trees is an integral part of sustainable community forestry management. These grants provide an excellent opportunity for communities to increase tree cover, tree health, engage citizen volunteers, and build support for their community forestry program. Applicants are encouraged to contact Project Canopy staff to discuss project ideas. Examples of eligible projects include, but are not limited to:

- ◆ **Improved community health and quality of life** – Plant trees in visible, contiguous locations where they make a direct, positive impact on the community. Tree planting projects improve air and water quality, reduce noise pollution, and beautify neighborhoods and travel corridors.
- ◆ **Buffer plantings** – Trees naturally filter air and water, limit storm runoff, and stabilize soil. Proper tree planting in urban areas can have a positive impact on water quality, aesthetics, and wildlife habitat.

Business district enhancement – Trees planted in business districts can have a positive impact on the economy. Consumers are more willing to patronize business districts that have tree lined streets, shaded parking, and green spaces.

The Arboretum at Fort Williams Park is being designed to sustain, enhance and preserve the beauty of the landscape of Cape Elizabeth's historic site and national landmark. Upon

completion, in approximately 10 years, fifteen individual landscapes will be created throughout the park. With its collection of primarily trees and shrubs, the Arboretum will offer a place for people of all ages to wander, delight in and learn about native and sustainable plantings. At the Arboretum, members of the community and visitors will enjoy the ocean side setting, be inspired by and learn from the existing community forest and the newly planted arboretum, and be reminded of the importance of the natural world in our every day lives.

The plantings will have an educational component which will provide visitors to the Arboretum with an opportunity to see native and sustainable plants used in settings that will be transferable to home and municipal landscapes. Protecting existing resources will be emphasized in that the project is within the shoreland zone where issues such as erosion control necessary to protect water resources will be addressed through the plantings. Local schools, garden clubs and environmental groups will be able to use the plantings for educational purposes. Students enrolled in the horticulture program at Southern Maine Community College will have the opportunity to study plantings appropriate for seaside plantings. With the number of visitors to the park- approximately 600,000 in 2009- the opportunity for educating the public about the importance of trees could not be greater.

Although each site will include a children's feature, there will be one site dedicated to a Children's Garden. This space will enable the public, school groups and other organizations to have a special place to learn, play and enjoy the possibilities and importance of the outdoors in our lives.

The proposed Arboretum design would enhance and preserve the existing conditions at Fort Williams Park. It would complement the goals of the 2003 Master Plan for the Park and would support, in a direct way, the expectations concerning horticulture as referenced in that document. The project will heighten public awareness of the importance of conserving open space as well as caring for existing trees and adding trees. There is public access-in 2010 the Town Council voted against charging a fee for entrance- to Fort Williams Park and the park is considered as a regional resource. The project is designed as a long-term project with plantings that will benefit future generations. It is expected the entire project will require a decade to complete. This grant application only includes the initial planting site.

The Arboretum planting sites will require the removal of numerous exotic invasive plant species and the public will be made aware of the importance of controlling these unwanted invaders of the landscape. The committee has held numerous public walks to explain to the public the importance of reclaiming the land from these unwanted plant species. Demonstration plots will be developed to educate the public in exotic and native invasive plant control methods.

The plan includes 15 plantings throughout the perimeter of the Park. (Please see enclosed plan.) The planted trees and shrubs are intended to assure the continuity of horticulture in the park by planting replacement trees for maturing species as well as eliminating invasive

species; to offer educational information focusing on the importance of trees and shrubs to a landscape and a community; and to improve the beauty with well cared for and thoughtful plantings. The first phase- Demonstration Planting, Battery Hobart(Location B on plan), Phase 1A- is the project we are requesting Project Canopy matching funds.

The Arboretum is a project of the Fort Williams Charitable Foundation, a 501(c)(3) nonprofit organization.

- **3-Year Maintenance Plan**

The newly planted trees will have scheduled maintenance 15 times each growing season. The trees in the planting included in this application will receive maintenance which includes renewal of mulch, weeding and watering. It is estimated that tree maintenance will require two hours of time for each visit. The estimated cost will total \$750.00(30 hours @\$25.00/hour). In assuring continued maintenance of the plantings the agreement with the Town of Cape Elizabeth has required that before planting any of the proposed planting sites there must be funds in hand to provide for perpetual care. Few public projects of this type have such a requirement.

- **Project Map ATTACHED**

- **Letters of Support- Each of the below sent letters of support for the 2009 application and each has reconfirmed their support for 2010.**

I. Fort Williams Park and the exact site of this proposed arboretum overlooks the Portland Ship Channel, Casco Bay, Portland Head Lighthouse, Ram Island Ledge Light and has distant views of Cape Elizabeth Lighthouse, Halfway Rock Lighthouse and Spring Point Ledge Light. Immediately adjacent to the site is a cliff walk pathway donated by a generous citizen of the community and improved by the Town. All of this stunning scenery is marred by the overgrowth of non-native plants and vines at the site of the Arboretum.

The citizens with the vision for this arboretum have greatly impressed our community leaders with their technical skills, their dedication in obtaining necessary approvals and with the beginning of their efforts to raise funds for the project.

The Town Council has endorsed this project and has great appreciation for the planning that has occurred to date. Once planted and nurtured, this will be a great area for learning and for enjoyment by all who visit.

Michael K. McGovern
Cape Elizabeth Town Manager
Via Email reconfirmed 16 July 2010

II. Through many decades the very presence of Fort Williams and the Portland Headlight has provided a multitude of people a vast array of experiences and created many memories for all who have ventured through its' gates. Still one of the most treasured locations in the State of Maine it is a place for tourists and Mainers alike. We have known it to be a place of recreation and leisure, and place for enjoyment and gathering, a place of history and learning. The remaining structures of the Fort are our link to the past, a glimpse of days gone by and a monument to those who served this great country. The oceanside setting gives one pause to daydream about the future, the expectation of great things to come. The trees and foliage provide a sense of transition from the past, to the present... and into the future.

The Arboretum at Fort Williams Park is a worthy project that is long over due. This Arboretum will underscore the importance of trees and how they impact our everyday lives. It will be a wonderful learning tool for young and old as they learn tree identification and about native and sustainable plantings. What a Great Way for a town to unite and go Green!

Tim Lindsay, Scarborough, ME
Via Email reconfirmed 19 July 2010

Arborist Representative for The Bartlett Tree Experts Co. ISA Certified Arborist
Board of Directors of The New England Chapter of International Society of Arboriculture
Past President of the Maine Arborist Association

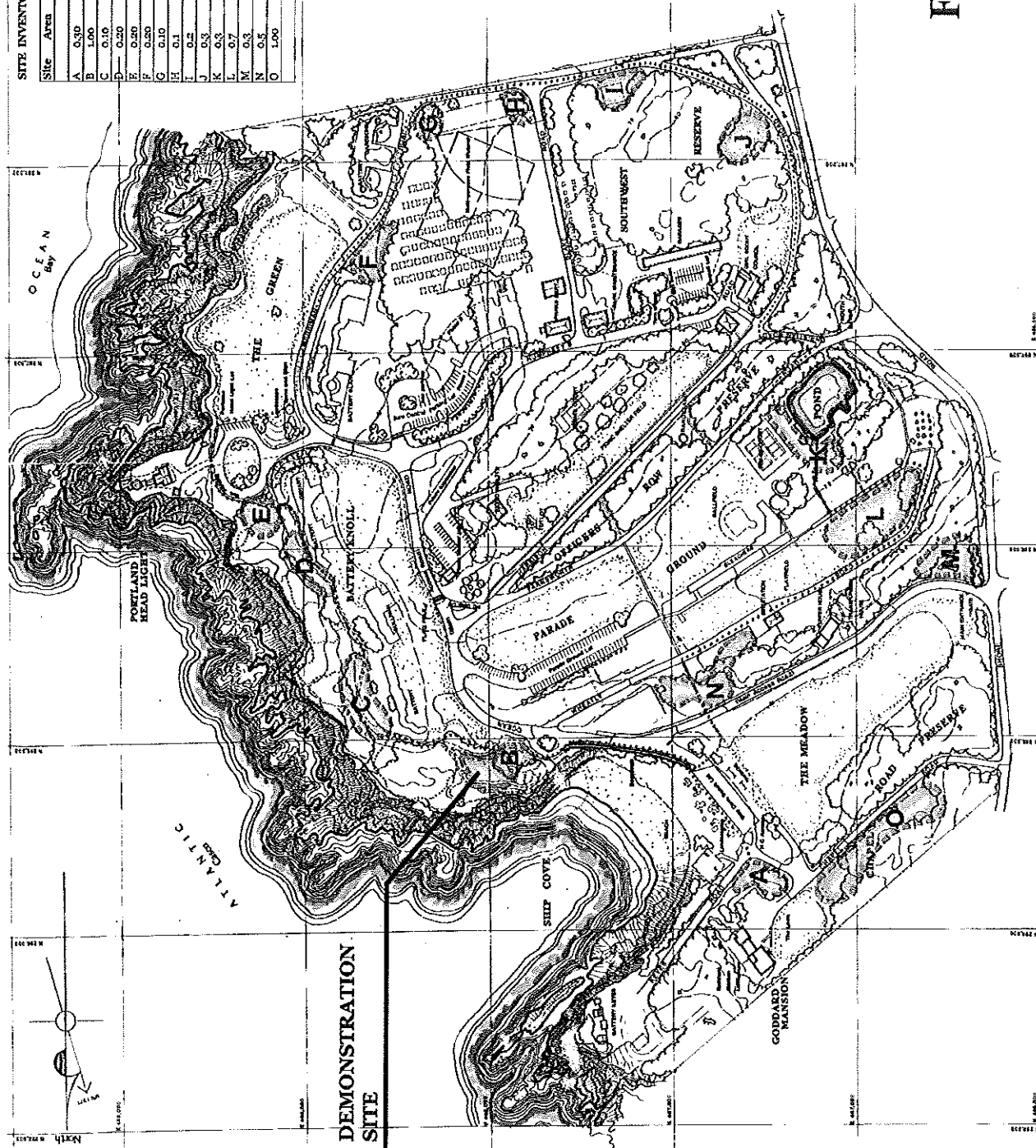
III. You folks are on the same wavelength when it comes to planting trees and starting an arboretum. I have been active in many arboretum startups. It's one of the easiest activities we can undertake as a society and the results improve with each generation as trees mature. To plant a tree is an act of faith in the future whose beauty will be enjoyed by those who follow.

Dr. Michael Dirr University of Georgia(Retired) State Botanical Garden of
Georgia(Former Director)
Via Email reconfirmed 16 July 2010

MAP 1 MASTER PLAN

SITE INVENTORY

Site	Area	Location	Existing Conditions
A	0.30	Keves Road	moderate/steep slopes; mixed deciduous trees; westerly exposure
B	1.00	Ocean Road	moderate/steep slopes; autumn; invasive; northerly exposure
C	0.10	Battery Knoll	flat/moderate slopes; open grass/summit; westerly exposure
D	0.20	Battery Knoll	moderate slopes
E	0.50	Portland Head Light	flat topography; summit; southerly exposure
F	0.50	Merriman Road	shallow; summit; invasive; southerly exposure
G	0.10	Merriman Road	flat/moderate slopes; birch/maple/summit; protected
H	0.10	Blake Road	flat/moderate slopes; summer; invasive; protected
I	0.20	Harrison Road	flat; birch/Poplar/summit; ledge base; steep
J	0.30	Harrison Road	flat; open lawn with wooded backdrop; protected
K	0.30	Pond	flat; open lawn
L	0.70	Waverly Road	flat/moderate slopes; open grass/birch; northwesterly exposure
M	0.30	Park Entrance	flat/moderate slopes; oak/maple/summit
N	0.50	Whately Road	flat/moderate slopes; oak/maple/summit
O	1.00	Chapel Road	flat/moderate slopes



THE ARBETUM at FORT WILLIAMS PARK

Cape Elizabeth, Maine

for
THE FORT WILLIAMS PARK COMMISSION
by
Mitchell & Associates

75 Center Street, Portland, Maine
June 2008

*As designated representative of said applicant, I hereby agree to implement this project according to the attached cost and technical proposals and to abide by all local ordinances and restrictions that apply.

M.K.

Signature
July 29, 2010
Date

**As official representative of said applicant, I hereby authorize the project submitted for the proposed Project Canopy Grant.

M.K.

Signature
July 29, 2010
Date

Project Canopy
Community Capacity Checklist



Please rate your community's capacity for urban and community forestry management. Put a check mark next to each capacity component that applies to your community.

1. Inventories and management plans:

Cape Elizabeth has a comprehensive plan that includes forestry.

Date certified by State Planning Office: October 19, 2007 _____

The town has a tree and forest management plan developed from professionally-based resource assessments and inventories which was completed by Richard C. Churchill, Jr. in 1998.

2. Professional staff: **Richard C. Churchill, Jr. Licensed Maine Arborist, M.S. Forest Pathology University of Georgia 1968, Former Cape Elizabeth Tree Warden, ISA Member, Educator - currently teaching "Trees in the Landscape" at The Landscape Institute of Harvard University, Cambridge, MA**

3. Tree care ordinance: **Yes, Cape Elizabeth has a local ordinance and policies that focus on planting, protecting, and maintaining urban and community trees and forests.**

4. Local advisory /advocacy organization: **Fort Williams Charitable Trust, Fort Williams Advisory Commission, The Arboretum at Fort Williams Park Committee**