INVOICE

Alex Mas
The Nature Conservancy
14 Main Street, Suite 401
Brunswick ME 04011

E-mail: amas@tnc.org

Invoice # 53 **Date: November 2, 2010**

Bill To:

Environmental Protection
BLWQ
17 State House Station
Augusta ME 04333-0017

Vendor Code:

VC1000067626

	Description	
	In Lieu Fee for Wetland Compensation	**$51,697.14**
	DEP Number:	
	Internal transfer-invoice	
	MaineDOT Bay Bridge Reconstruction PBR # 49918	
	Total	**$51,697.14**

Revised March 10, 2009

0IN-LIEU-FEE (ILF) PROJECT DATA WORKSHEET

DEP Invoice # 53

[Note: Will be filled in by ILF Administrator in Augusta]

Project name: Bay Bridge Reconstruction Project, Naples

Applicant (s): MaineDOT

DEP/Corps permit #: PBR# 49918 and NAE-2008-03014

[Note: Please attach a PDF copy of the permit]

ILF Contribution Amount $51,697.14.

[Note: Please attach a PDF copy of the check]

Project address: Route 302 approximately 0.30 mile north of Route 35

[Note; Please attach a PDF map of project location]

Biophysical region: Sebago-Ossipee Hills and Plain Subsection

Size of total impact subject to compensation: 6,339 square feet

Resources Impacted: *[The resource table on page 2 MUST be filled in with all resource types impacted, amounts and functions.]*

Project manager: Marybeth Richardson/Jay Clement

Note: The ILF Project Data Worksheet must be filled out by the PM within 3 days of receiving a contribution to the "Natural Resource Mitigation Fund" and faxed along with a copy of the check to James Cassida in Augusta at 287-7826. The distribution of ILF contributions is time sensitive.

The PM should also double check to make sure that the check has been routed to Augusta with the correct account number reference. The account # for the ILF program is 014.06A.1776.14

Resource(s) Impacted:

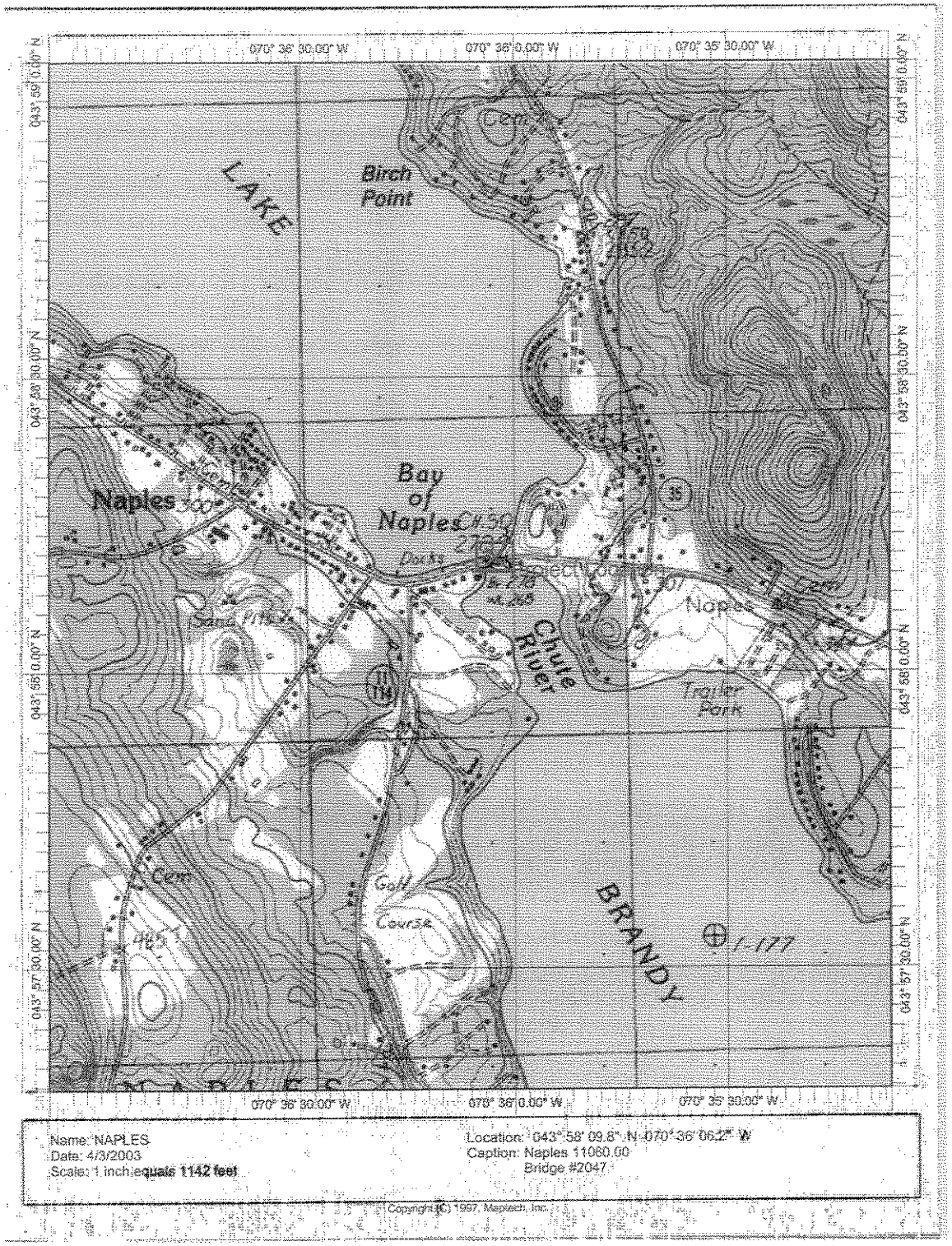
Resource Type: (Wetlands by NWI Type (PFO, PSS, M1, M2, E1, E2, etc), significant vernal pool (SVP), shorebird feeding & staging habitat (Shorebird), inland waterfowl & wading bird habitat (IWWH), tidal waterfowl & wading habitat (TWWH), and river, stream, or brook (RSB).

Wetland Functions & Values: Groundwater recharge/discharge (GWR); floodflow alterations(FF); fish & shellfish habitat(FSH); sediment toxicant retention (STR); nutrient removal (NR); production export (PE); sediment/shoreline stabilization (SS); wildlife habitat (WH); recreation (R); education/scientific value (ESV); uniqueness/heritage (UH); and visual quality/aesthetics (VQ).

Types of impacts: may include filling, dredging, vegetation conversion (e.g. forested to shrub/scrub), others.

Resource type (list all that apply)	**Functions (for wetland impacts)** (list all that apply, by resource type)	**Type of Impact** (by resource type)	**Sq Feet Impacted** (by resource type)
LUBh*	FSH	Filling	6,339 square feet
* Contain Wetlands of Special Significance			
		Total square feet impacted	6,339

Project Location



RESUBMITTAL OF PBR #49918 ATTN: Mike Mullen

DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP)

PERMIT BY RULE NOTIFICATION FORM

(For use with DEP Regulation, Chapter 305)

■ **MDOT PIN: 11060.00**

Name of Applicant: State of Maine Department of Transportation **Name of Contact:** Ben Condon
Mailing Address: 16 Station State House **Town/City:** Augusta **State:** Me. **Zip Code:** 04330-0016
Daytime Telephone #: (207)-624-3074 **Name of Wetland, Water Body or Stream:** Long Lake & Brandy Pond

Detailed Directions to Site: Project is located on Rt. 302 in Naples between Rt. 35 and Lake House Drive.

Town/City: Naples **Map #:** N/A **Lot #:** N/A **County:** Cumberland

Description of Project: Project consists of a bridge replacement; causeway improvements; and wharf relocations. The project will be performed in accordance with erosion control measures conforming with the latest versions of the *State of Maine Department of Transportation Standard Specifications for Highways and Bridges* and the *Department of Transportation's Best Management Practices for Erosion and Sediment Control.*

Part of a larger project? ☐Yes ☒No

(CHECK ONE) This project... ☒ does ☐ does not ...involve work below mean low water.

I am filing notice of my intent to carry out work which meets the requirements for Permit By Rule (PBR) under DEP Regulation, Chapter 305. I have a copy of PBR Sections checked below. I have read and will comply with all of the standards.

☐Sec. (2) Soil Disturbance	☐Sec. (8) Shoreline stabilization	☐Sec. (14) Piers, Wharves & Pilings
☐Sec. (3) Intake Pipes	☐Sec. (9) Utility Crossing	☐Sec. (15) Public Boat Ramps
☐Sec. (4) Replacement of Structures	☐Sec. (10) Stream Crossing	☐Sec. (16) Coastal Sand Dune Projects
☐Sec. (5) REPEALED	☒Sec. (11) State Transport. Facilities	☐Sec. (17) Transfers/Permit Extension
☐Sec. (6) Movement of Rocks or Vegetation	☐Sec. (12) Restoration of Natural Areas	☐Sec. (18) Maintenance Dredging
☐Sec. (7) Outfall Pipes	☐Sec. (13) F&W Creation/Enhance/Water Quality Improvement	

I authorize staff of the Departments of Environmental Protection, Inland Fisheries & Wildlife, and Marine Resources to access the project site for the purpose of determining compliance with the rules. I also understand that ***this permit is not valid until approved by the Department or 14 days after receipt by the Department, whichever is less.***

I have attached all of the following required submittals. **NOTIFICATION FORMS CANNOT BE ACCEPTED WITHOUT THE NECESSARY ATTACHMENTS:**

- ■ **A $55 (non-refundable) payment shall be done by internal billing.**
- ■ ***Attach*** **a U.S.G.S. topo map or Maine Atlas & Gazetteer map with the project site clearly marked.**
- ☐ ***Attach*** **photographs showing existing site conditions (unless not required under standards).**

Signature of Applicant: Judy C. Gates **Date:** 6/23/10
Judy Gates, MaineDOT Environmental Office Director

Keep the bottom copy as a record of permit. Send the form with attachments via certified mail to the Maine Dept. of Environmental Protection **at the appropriate regional office listed below.** The DEP will send a copy to the Town Office as evidence of the DEP's receipt of notification. No further authorization by DEP will be issued after receipt of notice. Permits are valid for two years. **Work carried out in violation of any standard is subject to enforcement action.**

AUGUSTA DEP STATE HOUSE STATION 17 AUGUSTA, ME 04333-0017 (207)287-2111 PORTLAND DEP 312 CANCO ROAD PORTLAND, ME 04103 (207)822-6300 BANGOR DEP 106 HOGAN ROAD BANGOR, ME 04401 (207)941-4570 PRESQUE ISLE DEP 1235 CENTRAL DRIVE PRESQUE ISLE, ME 04769 (207)764-0477

OFFICE USE ONLY		Ck.#	Staff	Staff	
PBR #	FP	Date	Acc. Date	Def. Date	After Photos

PIN: 11060.00 Location: Naples Scope: Bridge Replacement/Causeway Improvements Date: 4/6/10

Maine DOT Permitting Representative: Ben Condon Phone: (207) 592-0921

ACOE's Maine PGP Permitting Review Criteria: Section A Part a Category 2

Project Purpose: To replace an old outdated structure with one built to current standards, improve the strormwater treatment and increase green space along the causeway.

Funding Source: Federal

		New Impact	Fill on Fill	Restoration
Wetland Impacts:	Inland Wetlands (U.S. Waters:	s.f. 13653	20052	1000
	Navigable Waters:	s.f.		

MDEP NRPA Permit Level

☒ Permit by Rule, ☐ Tier 1, ☐ Tier 2, ☐ Tier 3 (Individual)

Date Applied: 4/6/10 Date Approved:

State Fishery Recommendations:

ASA: No objections

MDMR: No objections

MDIFW: **see below**

At the Bridge: Work window of 7/1 through 10/1. Modified to allow driving of piles outside of work window between 12/1 and 7/15 and can pull piles outside the work window between 6/1 through 7/15.

Along the causeway: Can drive and remove piles anytime.

Material Provided for Screen (checked boxes only)

- ☒ **Purpose of Project**
- ☒ **Site Location Map**
- ☒ **DEP Permit Application**
- ☒ **8 ½ X 11 Plan View**
- ☒ **Typical Cross Section**
- ☐ **Wetland Delineation**
- ☐ **Aquatic Vegetation Delineation (Tidal Waters Only)**
- ☐ **Fill Material Information**
- ☐ **High and Low Water Elevations**
- ☐ **Alternative Analysis**
- ☐ **Potential Impacts to Essential Fish Habitat**
- ☐ **Dredging Information**

Affected Essential Fish Habitat Designation for Atlantic Salmon

(Includes all Tributaries)

- ☐ **Androscoggin River**
- ☐ **Aroostook River**
- ☐ **Boyden River**
- ☐ **Dennys River**
- ☐ **Ducktrap River**
- ☐ **East Machias River**
- ☐ **Hobart Stream**
- ☐ **Kennebec River**
- ☐ **Machias River**
- ☐ **Narraguagus River**
- ☐ **Orland River**
- ☐ **Passagassawaukeag River**
- ☐ **Patten Stream**
- ☐ **Penobscot River**
- ☐ **Pleasant River**
- ☐ **Presumpscot River**
- ☐ **Saco River**
- ☐ **Sheepscot River**
- ☐ **St. Croix River**
- ☐ **Tunk Stream**
- ☐ **Union River**

Section 106 Process and other Federal Reviews:

SHPO Concurrence(Section 106): 1/8/10

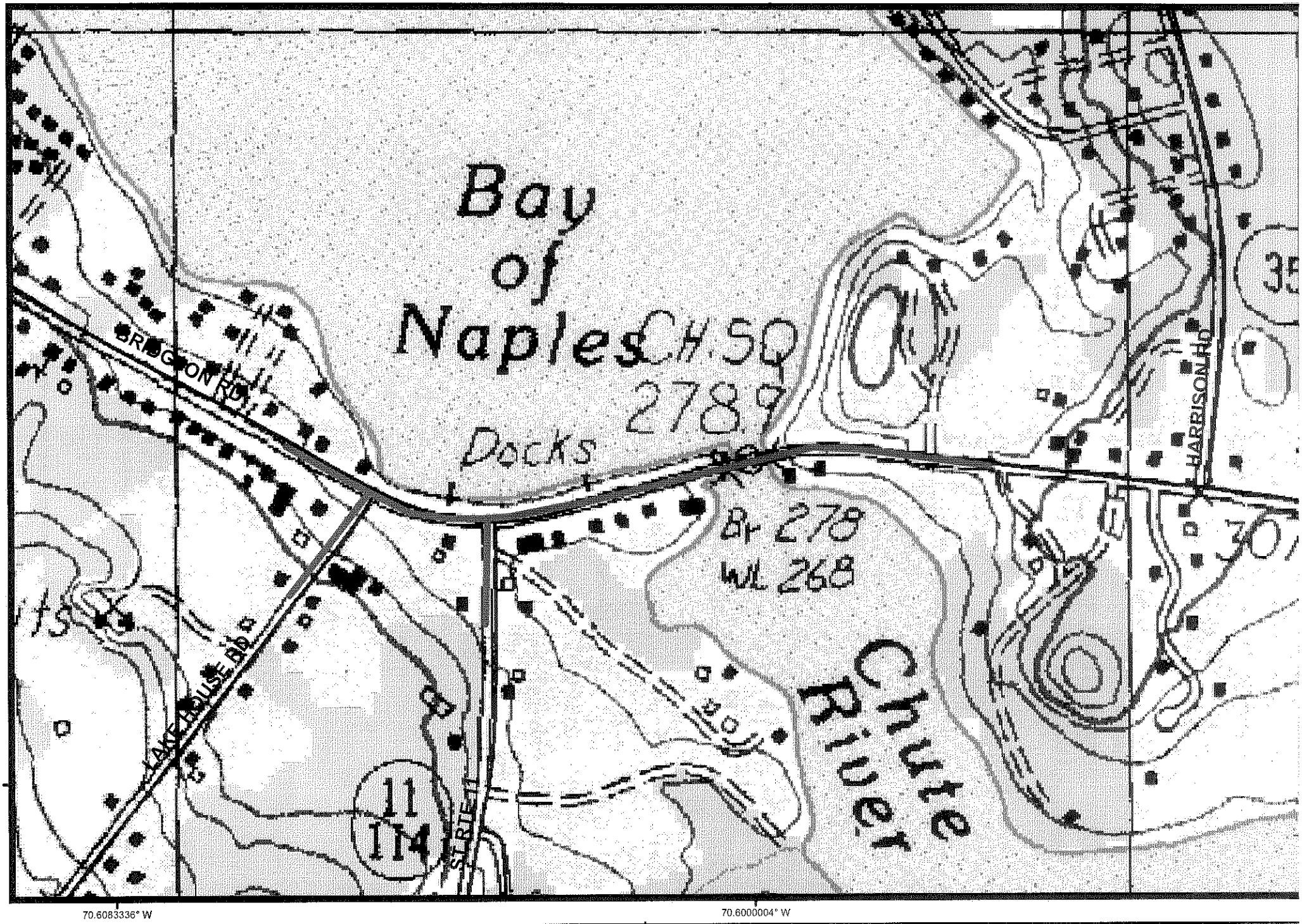
Tribal Letter Sent: 2/28/06

Section 7: Required Yes☐ No☒ *If yes, copy of authorization provided*

FEMA: Is there FEMA impact? Yes ☐ No ☒

Coordination with SPO Yes ☐ No ☒

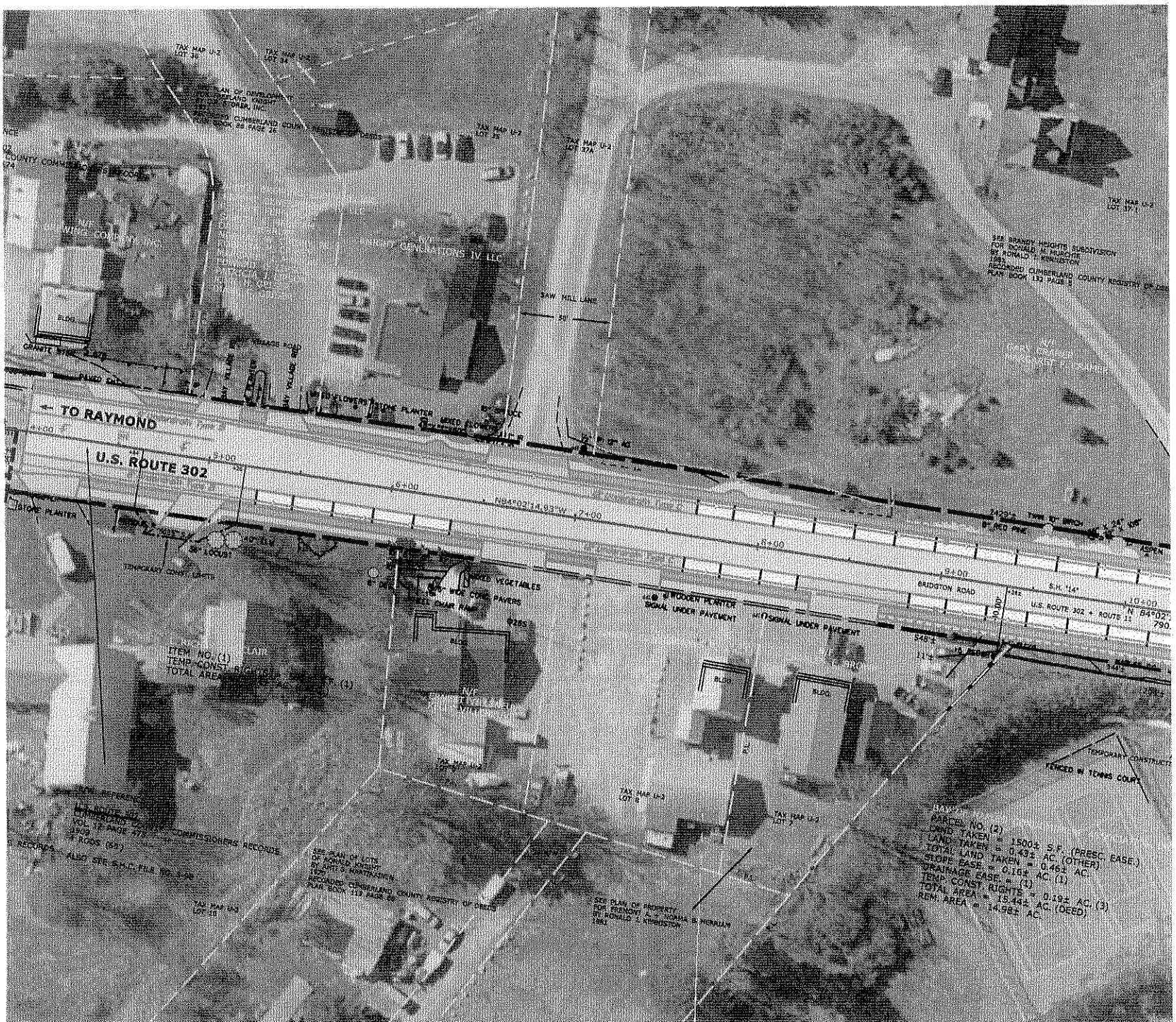
Special Request: MaineDOT is asking for the work window established with IF&W in order to reduce construction time and the effects on the public that frequent this area. This area is a popular tourist destination and work is trying to be scheduled in a way that limits the disruption to the public to avoid a negative financial impact on local businesses.

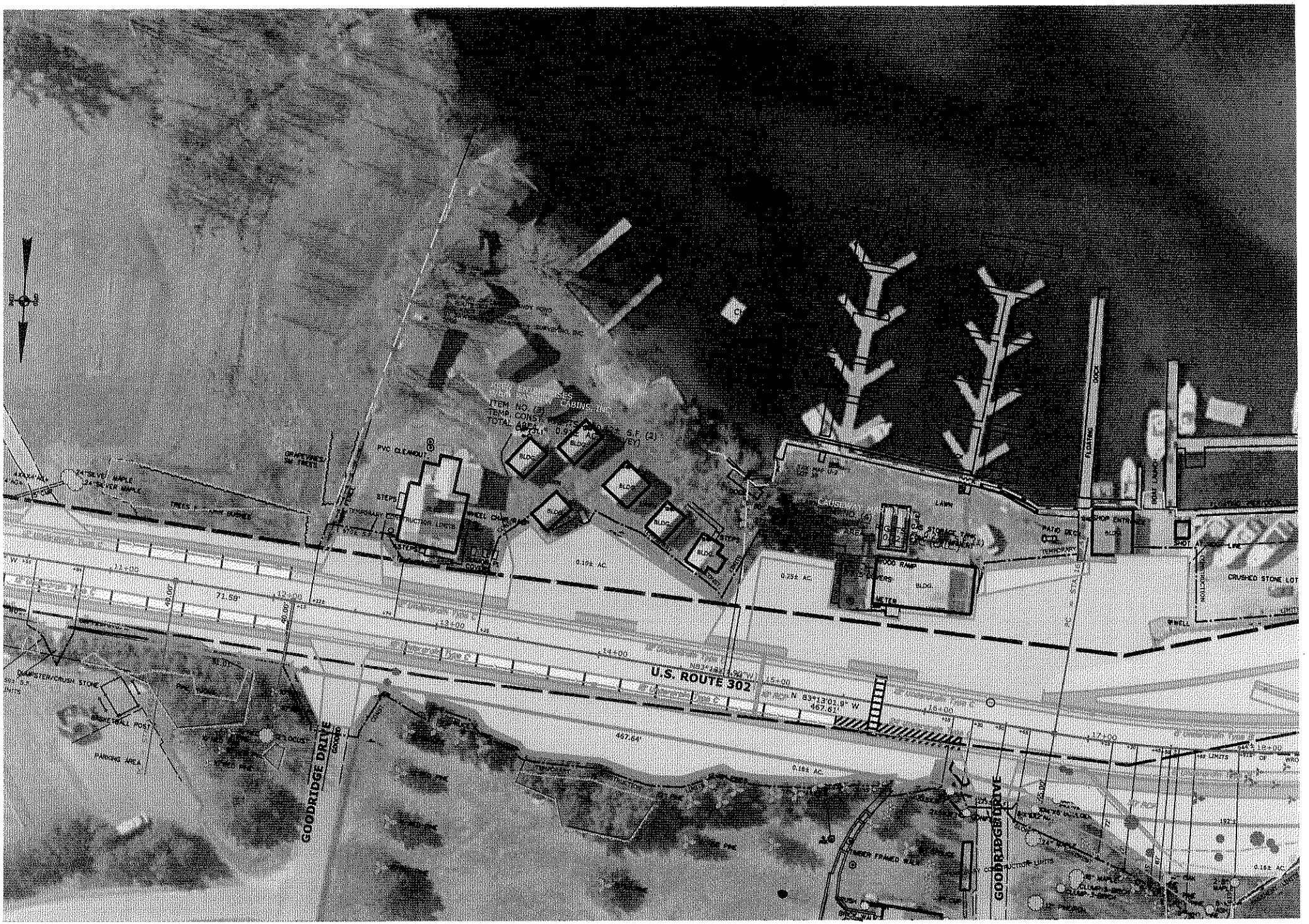


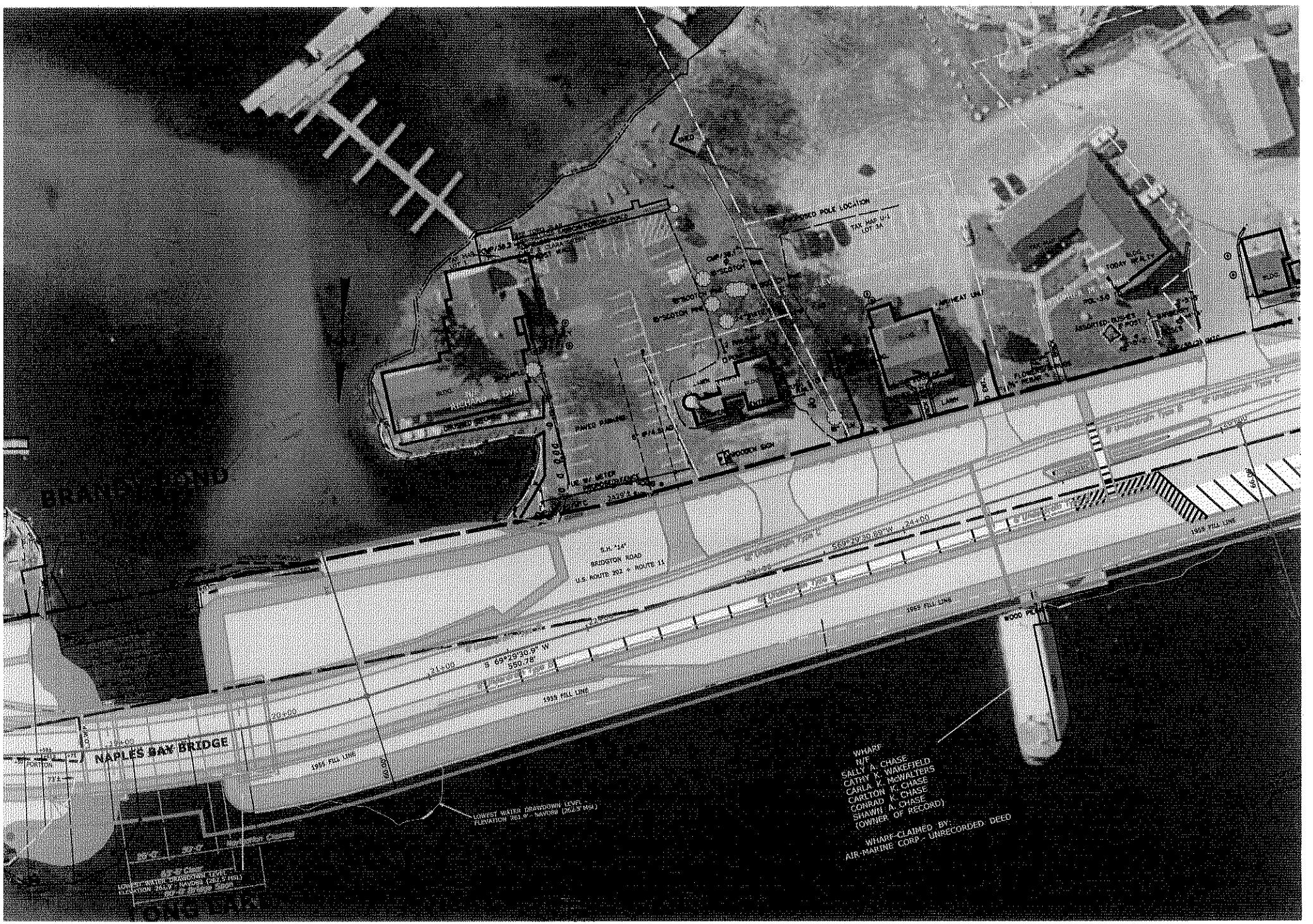
0 110 220 440 660 880 Feet

Naples 11060.00

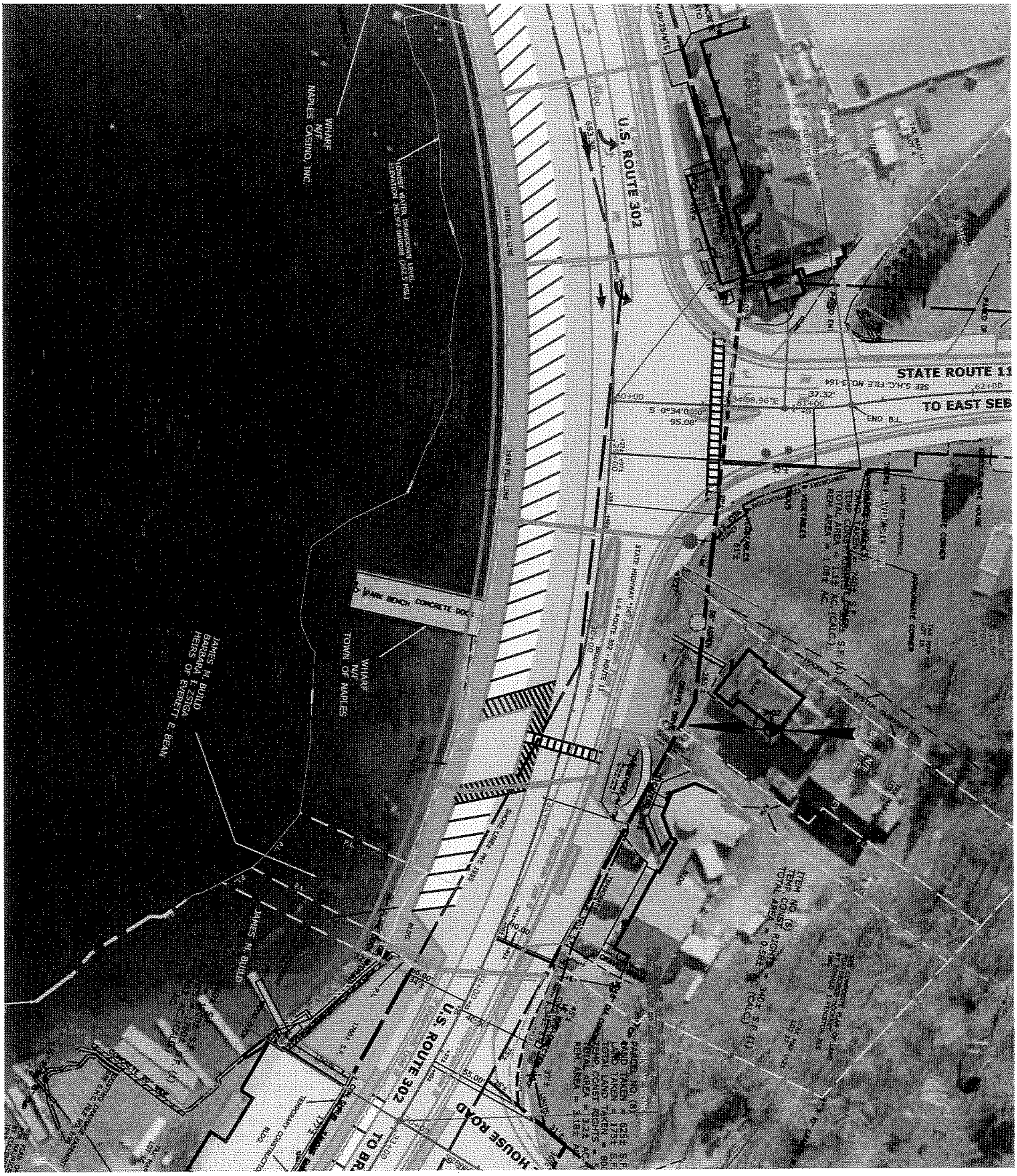
Project Location


← TO RAYMOND
U.S. ROUTE 302
SAW MILL LANE
BRIDGTON ROAD
S.R. 114
U.S. ROUTE 302 + ROUTE 11
SIGNAL UNDER PAVEMENT
TEMPORARY CONST. LIMITS
ITEM NO. (1)
PARCEL NO. (2)
LAND TAKEN = 1500± S.F. (PRESC. EASE.)
TOTAL LAND TAKEN = 0.43± AC. (OTHER)
SLOPE EASE. = 0.16± AC. (1)
DRAINAGE EASE. = 0.46± AC.
TEMP. CONST. RIGHTS = (1)
TOTAL AREA = 15.49± AC. (3)
REM. AREA = 14.98± AC. (DEED)

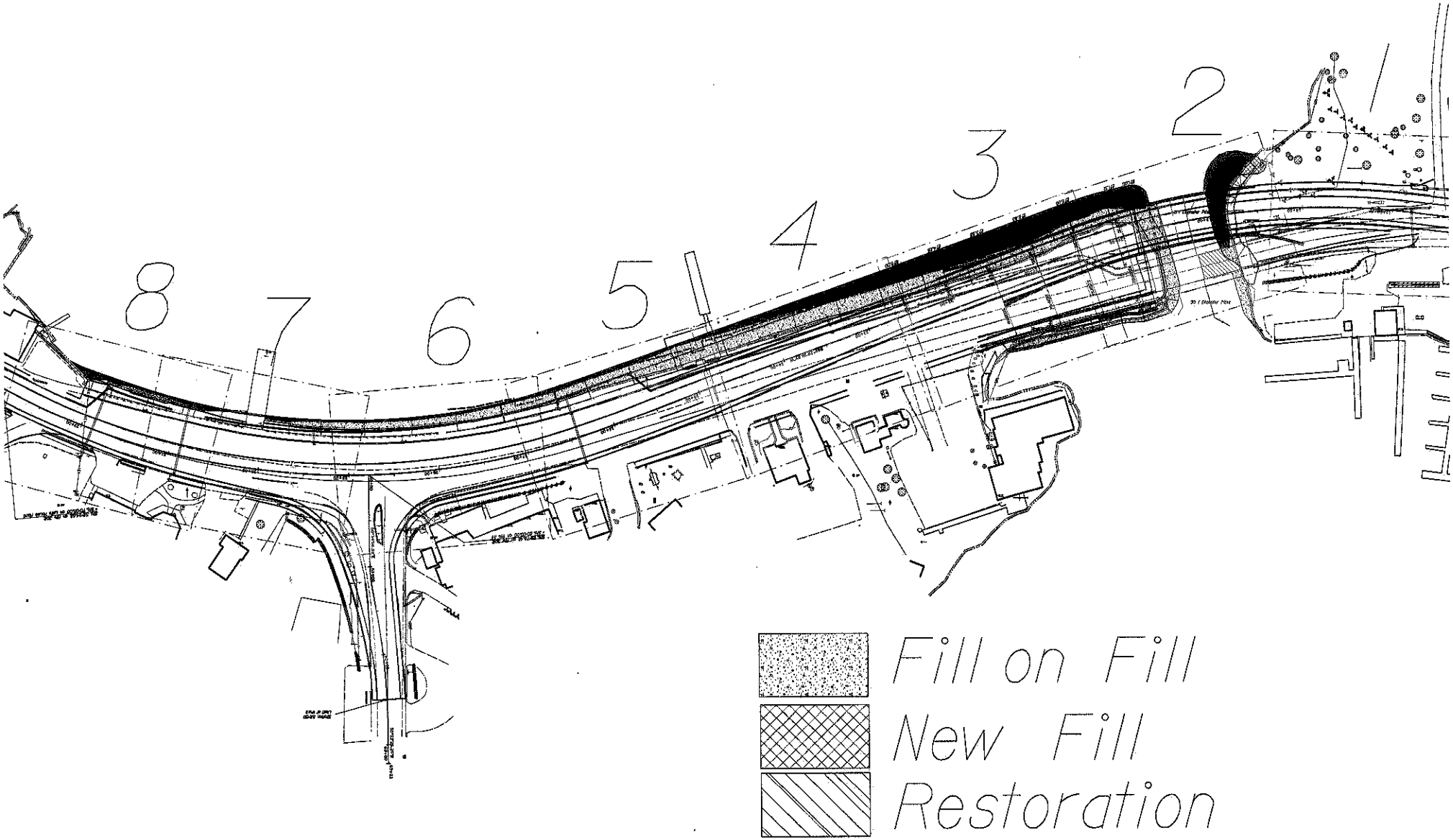

U.S. ROUTE 302
GOODRIDGE DRIVE
GOODRIDGE DRIVE
PVC CLEANOUT
STEPS
BLDG.
LAWN
CRUSHED STONE LOT
PARKING AREA
BASKETBALL POST
DUMPSTER/CRUSH STONE
0.10± AC.
0.25± AC.
0.18± AC.
467.64'
467.61'
71.58'
40.00'
11+00
12+00
13+00
14+00
15+00
16+00
17+00
FLOATING DOCK
BOAT LAUNCH
SHOP ENTRANCE
PATIO DECK
TEMPORARY
WOOD RAMP
METER
WELL
TIMBER FRAMED WALK
CONSTRUCTION LIMITS
LIMITS OF WRO



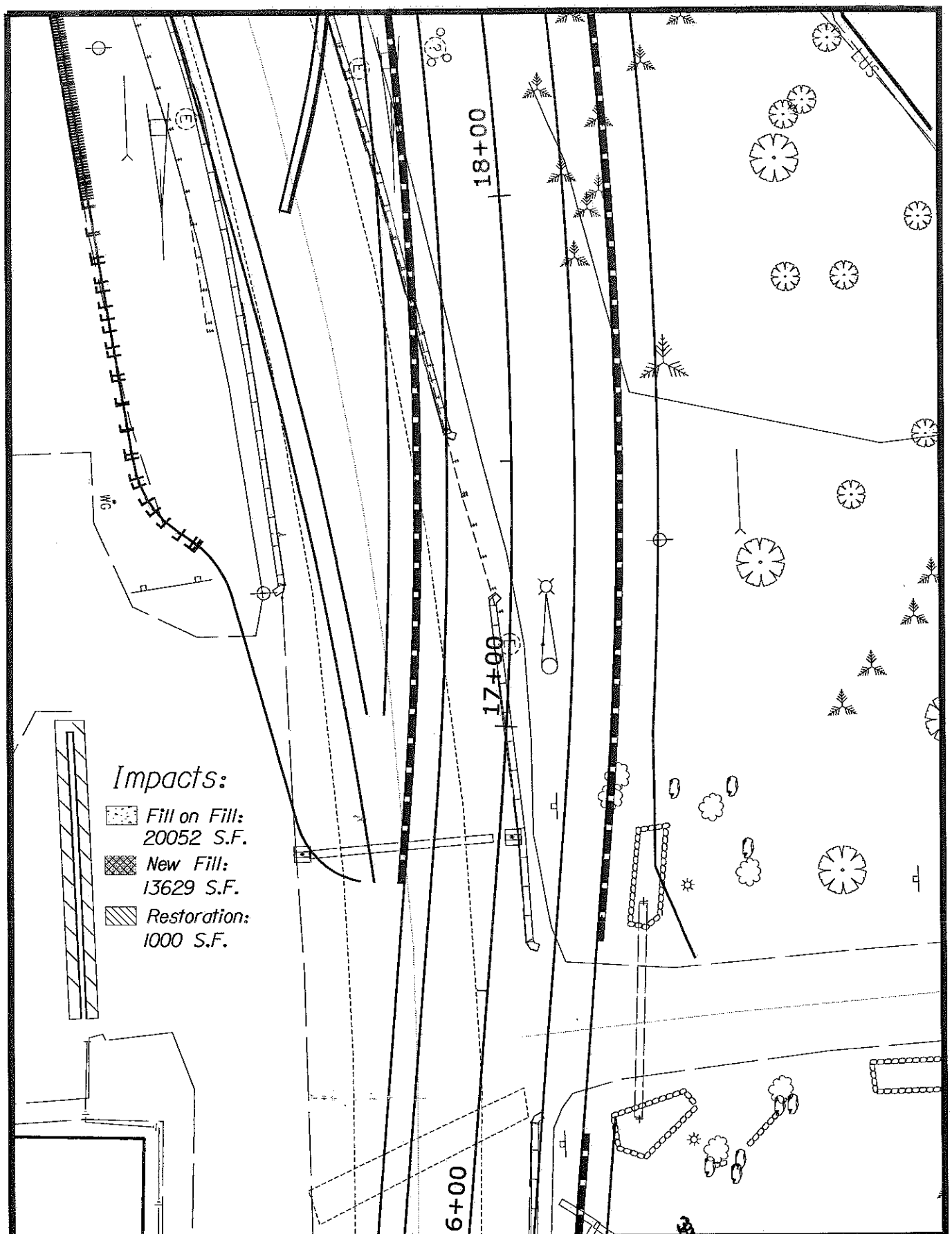
BRANDY POND
NAPLES BAY BRIDGE
S.H. "14"
BRIDGTON ROAD
U.S. ROUTE 302 + ROUTE 11
1955 FILL LINE
WOOD PL
WHARF
N/F
SALLY A. CHASE
CATHY K. WAKEFIELD
CARLA K. McWALTERS
CARLTON K. CHASE
CONRAD K. CHASE
SHAWN A. CHASE
(OWNER OF RECORD)
WHARF-CLAIMED BY:
AIR-MARINE CORP - UNRECORDED DEED



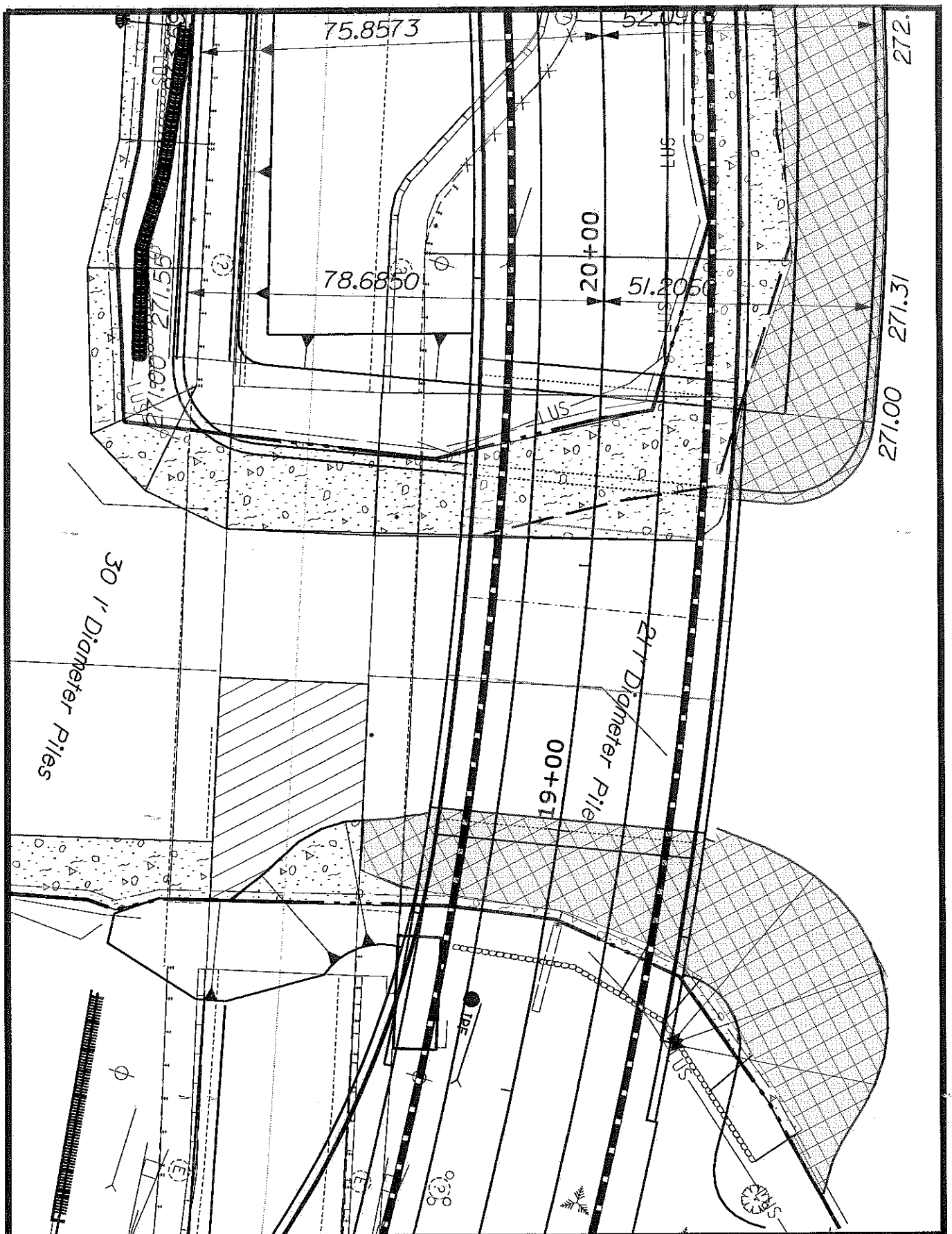
U.S. ROUTE 302
STATE ROUTE 11
TO EAST SEB
SEE S.H.C. FILE NO.3-164
END B.L.
37.32'
95.08'
WHARF
N/F
NAPLES CASINO, INC.
PARK BENCH CONCRETE DOCK
WHARF
N/F
TOWN OF NAPLES
JAMES M. BUILD
BARBARA I. ZSIGA
HEIRS OF EVERETT E. BEAN
JAMES M. BUILD
U.S. ROUTE 302
HOUSE ROAD
TO BR



Naples 110600.00 Index



STATE OF MAINE DEPARTMENT OF TRANSPORTATION	ROUTE 302 NAPLES CUMBERLAND COUNTY	SHEET NUMBER 1
11060.00	PLANS	OF8



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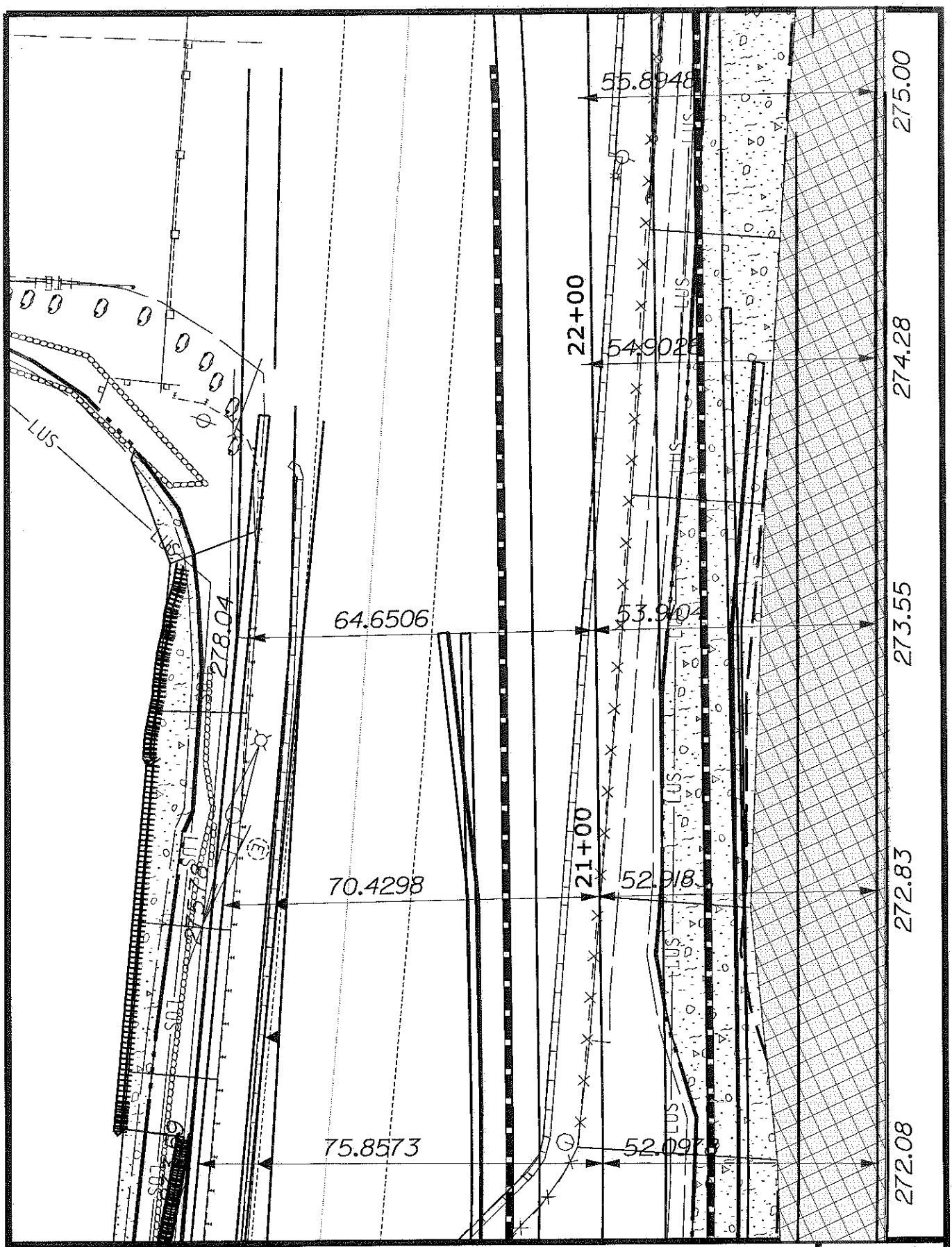

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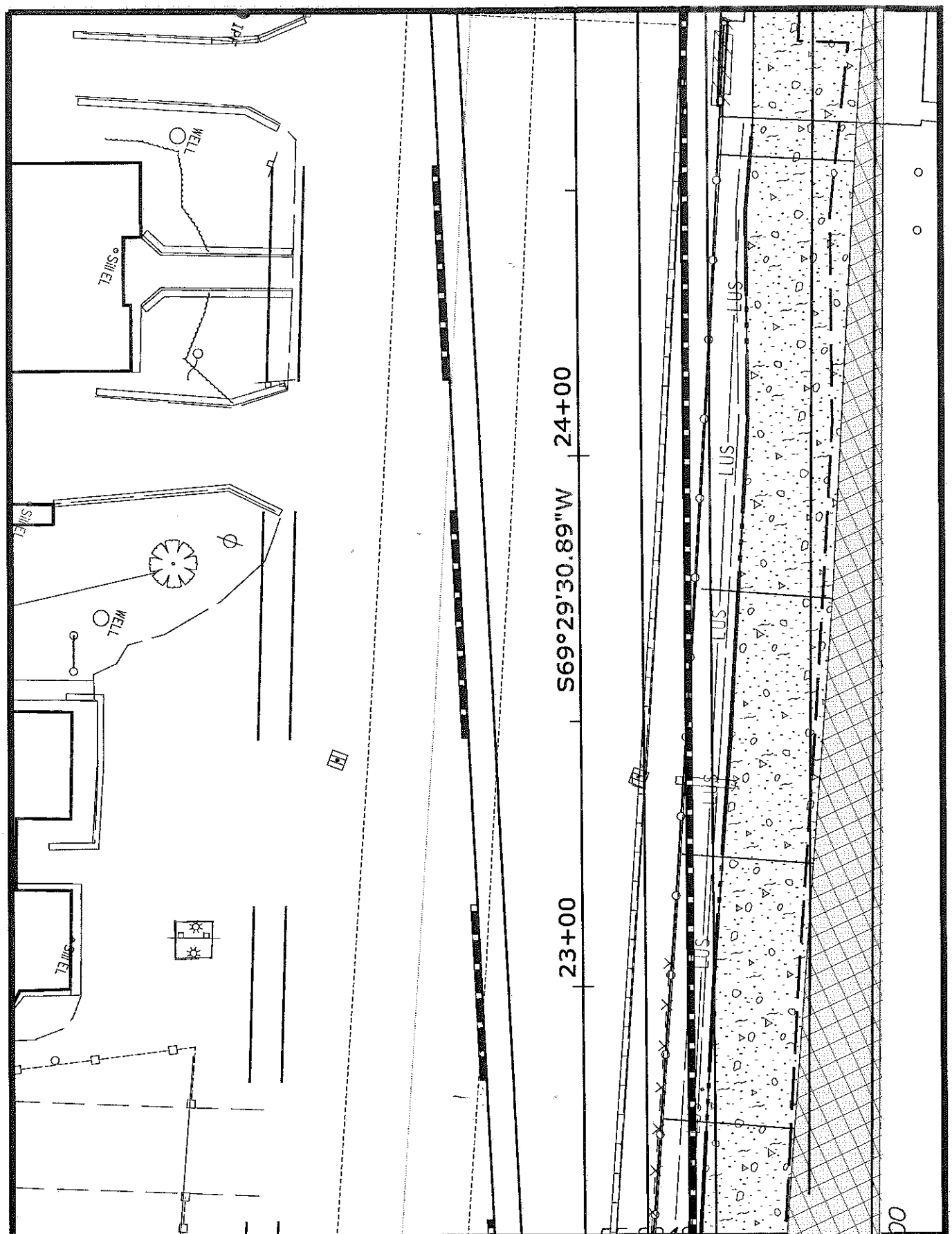

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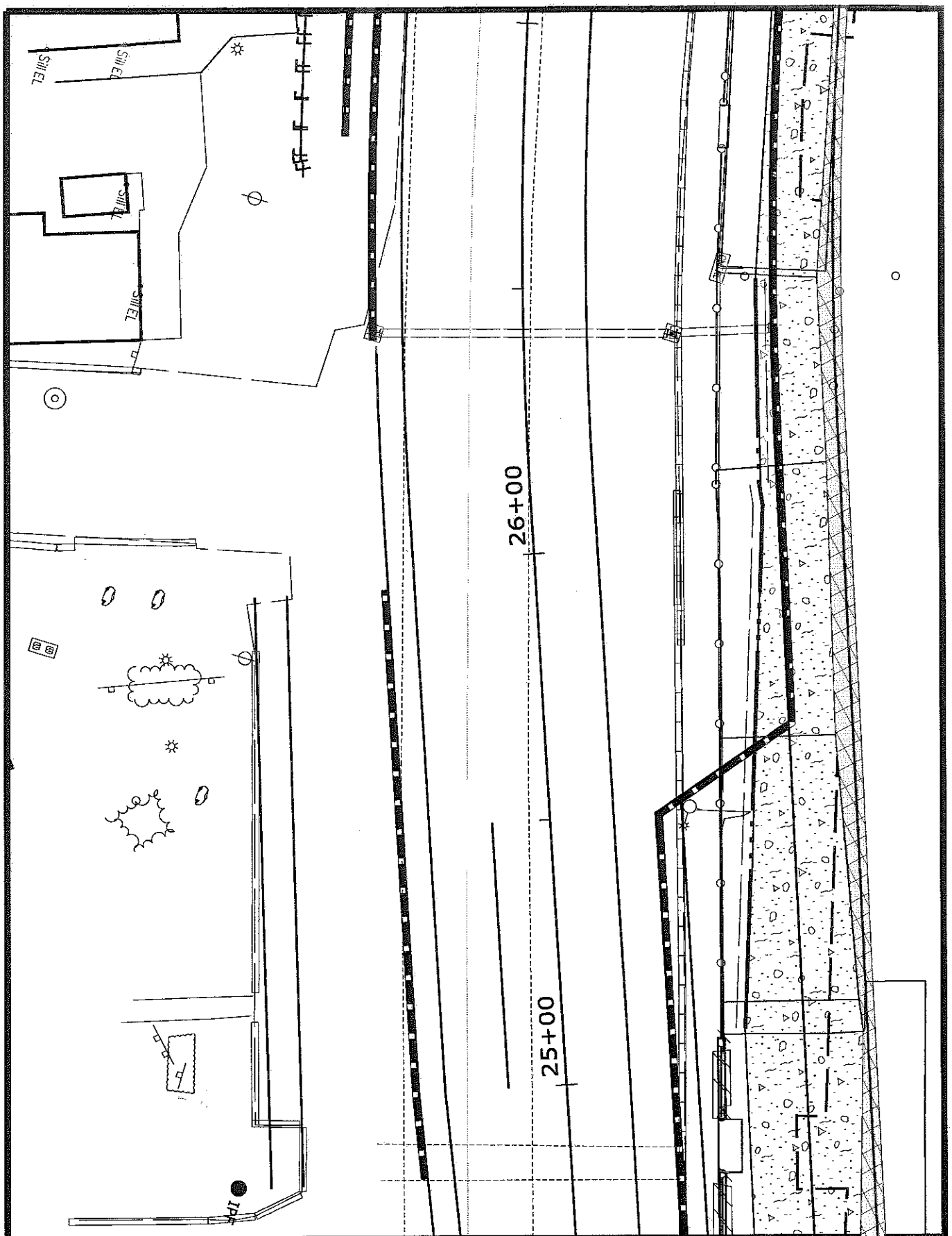

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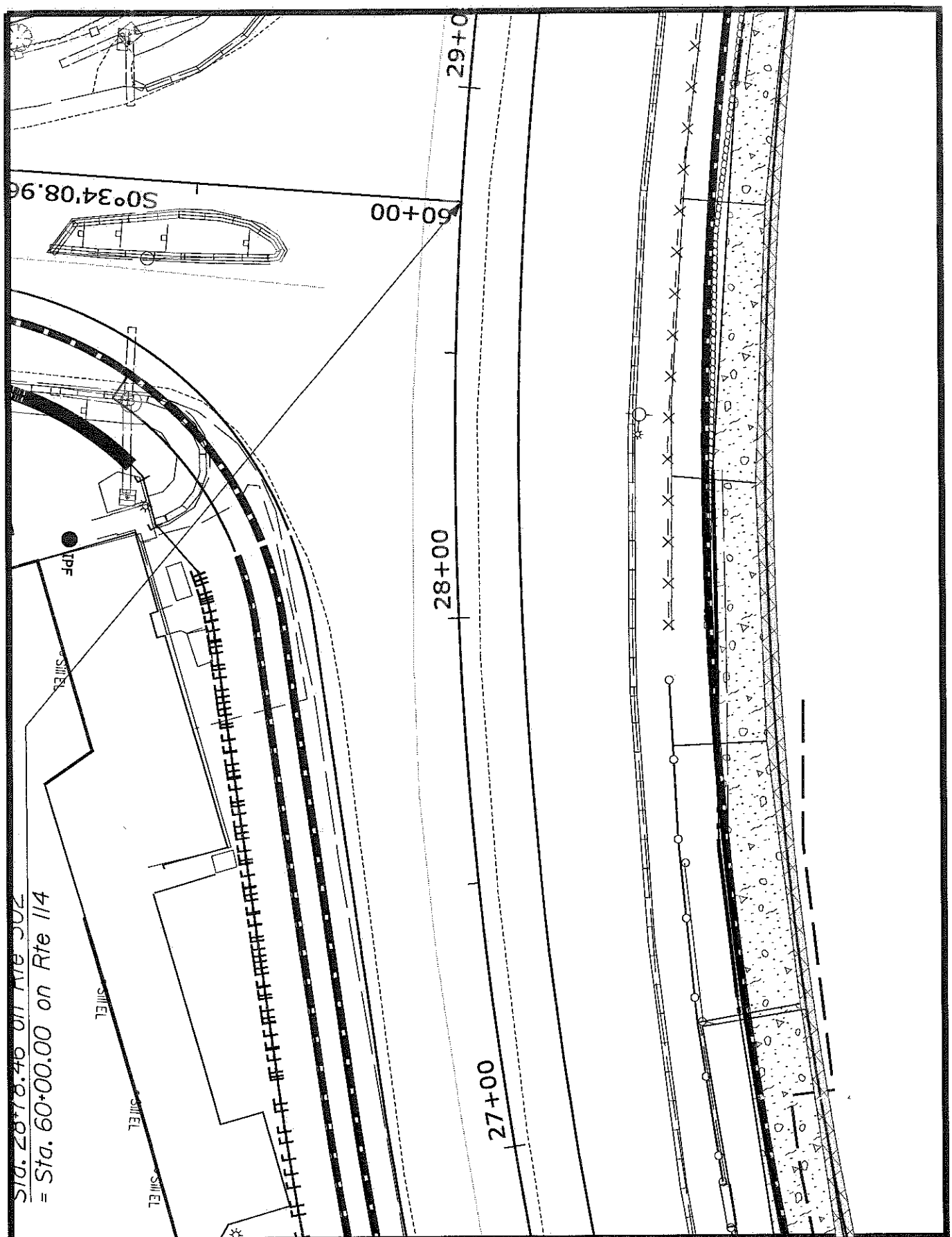
11060.00	PLANS	OF8



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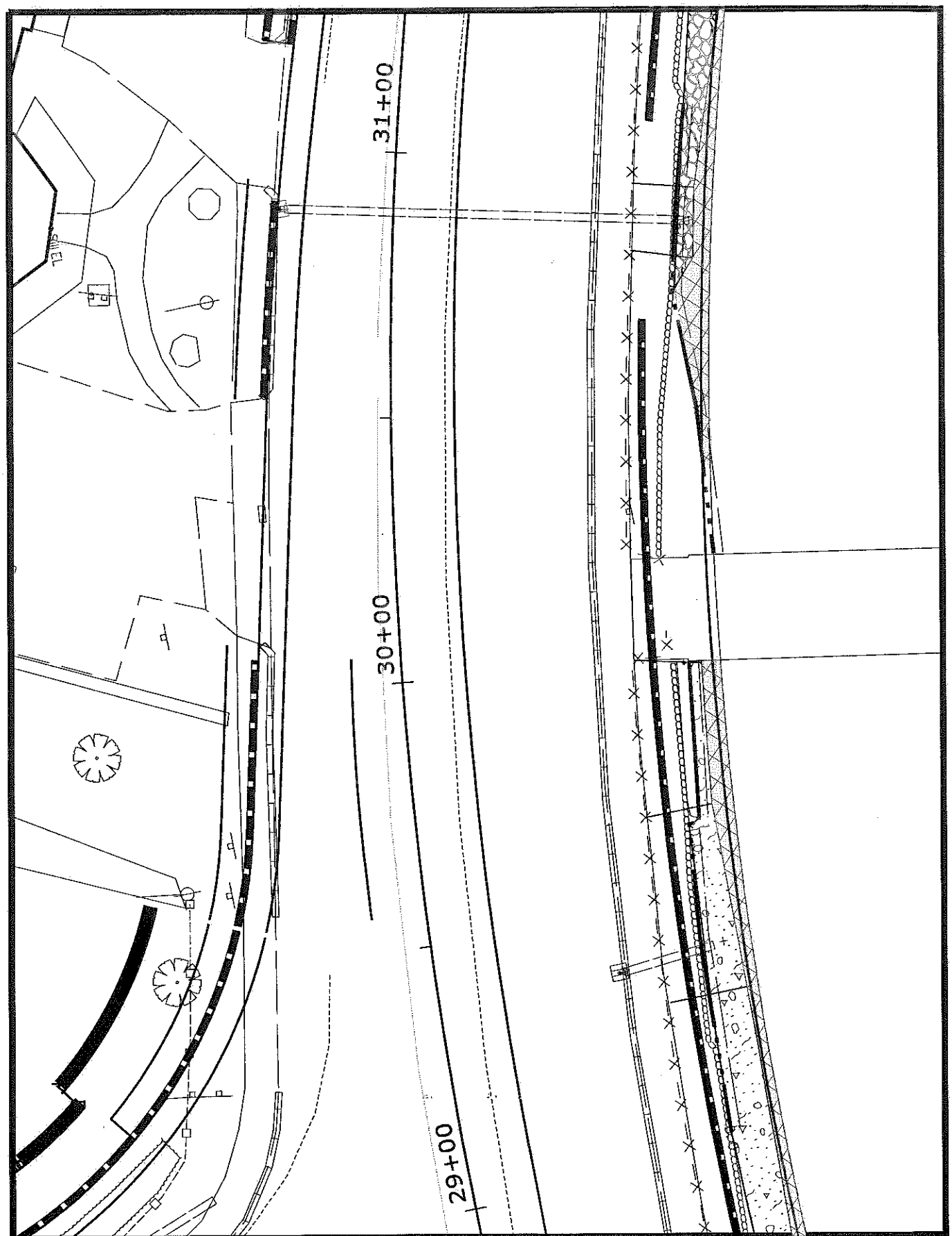

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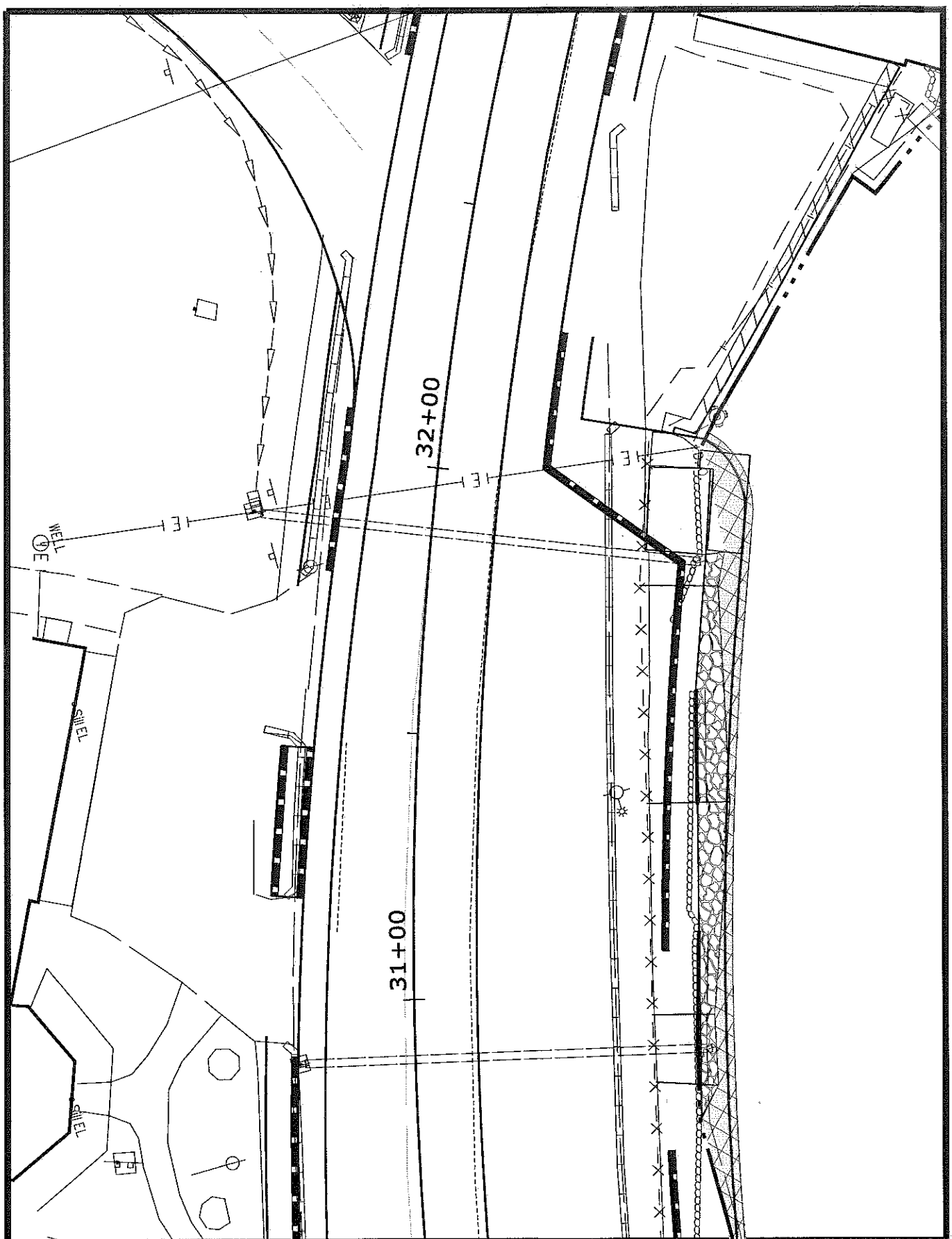

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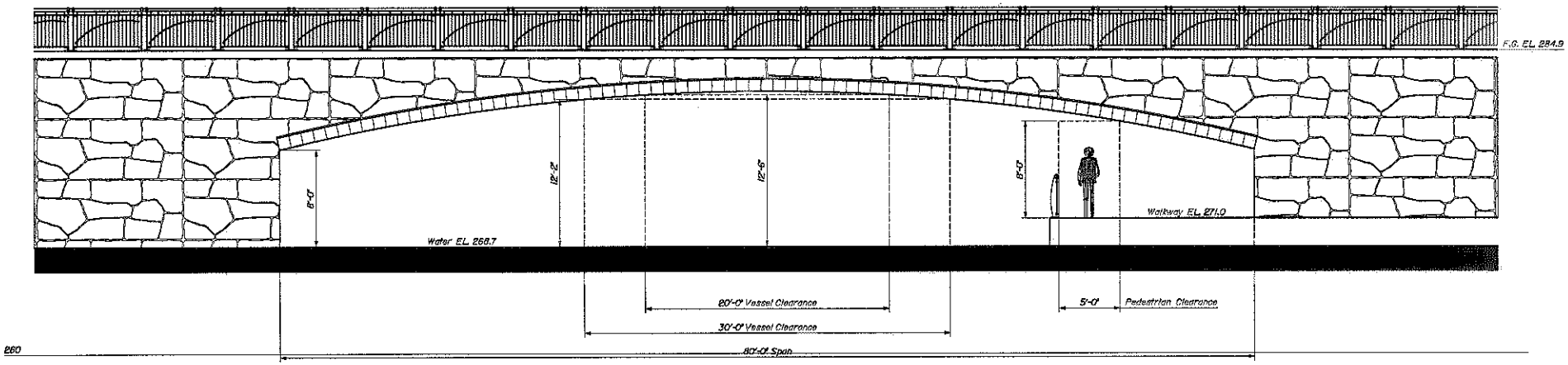
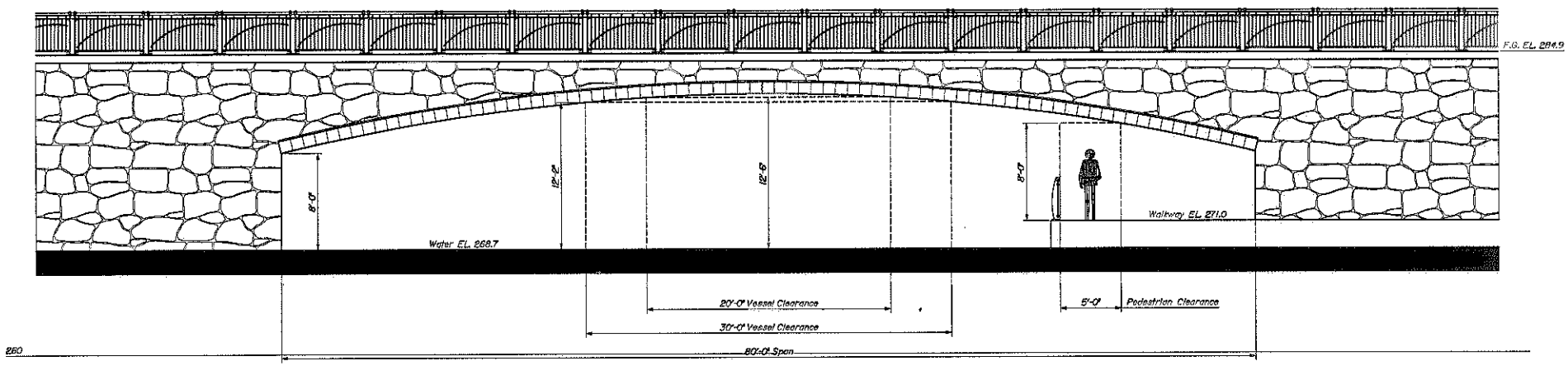


SUTTERS MILL ROCK PATTERN



RANDOM FIELD STONE PATTERN

Wharf Relocation

Part of this project requires that MaineDOT relocate three existing wharfs further out into Long Lake. Each Wharf will be supported by twelve piles. The permanent impacts for this project include 36 square feet of direct impacts from piles and approximately 3,760 square feet (sf) of indirect impacts from the wharf decks.

The exact locations of replacement wharfs have not yet been determined except that they will be installed along the wall being constructed as part of the bridge reconstruction project. The replacement wharves will be similar in size and material to the existing structures. The approximate dimensions of each existing wharf are as follows:

Wharf #1 (Air Marine Corp.): 40' X 54' (2,160 sf)

Wharf #2 (Naples Casino, Inc.): 20' X 60' (1,200 sf)

Wharf #3 (James Build): 25' x 16' (400 sf)

Maine DEP has agreed to allow the impacts from replacement of these structures under PBR section 11 because the relocation is a direct result of a transportation project.

Maine DOC-Bureau of Parks and Lands-Submerged Lands: MaineDOT contacted the Bureau of Parks and Lands (BPL) regarding the potential need for a submerged lands lease. BPL responded that a submerged lands lease was not required for the bridge reconstruction or the approaches (see attached email). The private wharves will be located above the lowest water drawdown level (shown in yellow on aerial plans) to the extent practicable. Each private wharf owner will be responsible for contacting BPL to amend/re-apply for a submerged lands lease as applicable.

1903-342

First meeting, how called.

Section 16. Any three of the corporators named in this act may call the first meeting of the corporation by mailing a written notice, signed by all, postage paid, to each of the other corporators, seven days at least before the day of meeting, naming the time, place and purpose of such meeting, and at such meeting the necessary officers may be chosen, by-laws adopted, and any other corporate business transacted.

Section 17. This act shall take effect when approved.

Approved March 27, 1903.

Chapter 341.

An Act to amend the charter of the Augusta Trust Company.

Be it enacted by the Senate and House of Representatives in Legislature assembled, as follows:

Authorized to establish branch at Madison.

Section 1. The Augusta Trust Company, originally chartered under the name of the Augusta Safe Deposit and Trust Company, but now a lawfully existing corporation under the laws of this state under the name of the Augusta Trust Company, is hereby authorized to establish a branch at Madison, in the county of Somerset.

Change of name ratified.

Section 2. All of the acts and doings of the said corporation in the change of its name from the Augusta Safe Deposit and Trust Company to the Augusta Trust Company are hereby ratified and confirmed.

Section 3. This act shall take effect when approved.

Approved March 27, 1903.

Chapter 342

An Act to permit the Longwood Real Estate Company to construct a wharf in Long Lake, in the Town of Naples.

Be it enacted by the Senate and House of Representatives in Legislature assembled, as follows:

Construction of wharf authorized.

Section 1. The Longwood Real Estate Company, a corporation duly established and existing under the laws of this state, its successors or assigns, are hereby authorized and empowered to construct and maintain a wharf at the foot of Long lake in the town of Naples, county of Cumberland, near the Casino, and

to extend the same, far enough into said lake, to allow the landing of boats and steamers.

Section 2. This act shall take effect when approved.

Approved March 27, 1903.

Chapter 343.

An Act to extend time of construction of Boothbay Railroad.

Be it enacted by the Senate and House of Representatives in Legislature assembled, as follows:

Time of construction, extended.

Section 1. The time within which the Boothbay Railroad Company may commence construction of its line is hereby extended to March first in the year nineteen hundred and five.

Conditional extension of charter.

Section 2. This extension of the charter of the Boothbay Railroad Company is granted upon the condition that said company shall abandon so much of its location now on file or of any location by it to be hereafter filed as may be included in any location hereafter filed by the Lincoln County Street Railway and any such location, or part thereof, so to be abandoned shall be null and void whenever said Lincoln County Street Railway shall file a location so conflicting therewith and shall construct its railroad thereon but nothing herein contained shall apply to any part of the location of the Boothbay Railroad Company built upon by said railroad company or then under contract for construction in good faith and subsequently built upon under such contract.

Section 3. This act shall take effect when approved.

Approved March 27, 1903.

State Library Building,	500,000.00
State School for Girls, New Infirmary Ward and equipment,	40,000.00
Central Maine Sanatorium, Enlarge nurses' home,	15,000.00
Central Maine Sanatorium, Build and equip school house,	8,000.00
Western Maine Sanatorium, Employees building,	35,000.00

Sec. 3. Emergency clause. In view of the emergency cited in the preamble, this act shall take effect when approved.

Approved April 3, 1931.

Chapter 132.

AN ACT to Authorize the Construction of a Wharf in Long Lake at Naples.

Be it enacted by the People of the State of Maine, as follows:

Wharf on Long Lake authorized. Augustus F. Bove of Naples, his assigns, executors and heirs are hereby authorized and empowered to construct and maintain a wharf opposite land owned by him in Long Lake in the town of Naples and the county of Cumberland, his said land being located between the Casino property and the bridge, and to extend the same into said Long Lake for a distance of not more than one hundred feet from the shore of the lake at low water mark.

No building shall be erected on said wharf and no part of the wharf shall extend above the level of the adjacent highway. The wharf shall be maintained in good condition for the free use of the public. The opening in the guard rail on the bridge leading to the wharf shall not exceed ten feet in width. The wharf and approach shall not cover more than twenty-five hundred square feet of area.

If the said wharf is not built before January one, nineteen hundred thirty-three, this act shall become void.

Approved April 3, 1931.

Chapter 133.

AN ACT to Provide for the Reconstruction or Enlargement of the International Bridge at Calais, in the County of Washington, known as the Ferry Point Bridge.

Be it enacted by the People of the State of Maine, as follows:

Sec. 1. Reconstruction of "International Bridge" at Calais provided for. The state highway commission is hereby authorized and directed

~~be appointed under this charter shall appoint 3 assessors for 1, 2 and 3 years respectively, and until their successors are appointed and qualified; provided however, that the board of assessors in office on May 1, A.D. 1935, shall hold office until the first Monday of January 1936, and until their successors are appointed and qualified.~~ If for any reason a vacancy shall exist in the board of assessors, the vacancy shall be filled forthwith by the ~~city manager~~ members of the city council for the unexpired term. The assessors appointed as above provided shall exercise the same powers and be subject to the same duties and liabilities that similar officers of the several towns and cities in the state may exercise, and may now or hereafter be subject to under the laws of this state.'

Effective August 20, 1955

Chapter 142

AN ACT Relating to Payments Received by State from Portland Terminal Company.

Be it enacted by the People of the State of Maine, as follows:

P. & S. L., 1949, c. 154, § 2, amended. Section 2 of chapter 154 of the private and special laws of 1949 is hereby amended by adding at the end thereof a new sentence to read as follows:

'**Payments received by the State from Portland Terminal Company toward the cost of the bridge shall be credited to the Fore River Bridge Account to be used for bond retirement and interest charges; provided, however, that after all bonds issued for the construction of said bridge are retired, then said payments from Portland Terminal Company shall be credited to the General Highway Fund.**'

Effective August 20, 1955

Chapter 143

AN ACT Relating to Wharf in Long Lake at Naples.

Be it enacted by the People of the State of Maine, as follows:

P. & S. L., 1931, c. 132, amended. The 2nd sentence of the 2nd paragraph of chapter 132 of the private and special laws of 1931 is hereby amended to read as follows:

'The wharf shall be maintained in good condition for the free use of the public, **except that a reasonable charge may be made to those who use the wharf for commercial purposes.**'

Effective August 20, 1955

1991 - PP 21FF

This Act takes effect upon its acceptance by a majority of the legal voters within the district voting at the special election. Failure of the approval by the necessary majority of voters at any such election does not prevent a subsequent election or elections from being held for that purpose.

Sec. 17. Local referendum impact. Notwithstanding the Maine Revised Statutes, Title 30-A, section 5684, additional costs, if any, imposed on any municipality by the provisions of this Act are not funded by the State.

Emergency clause. In view of the emergency cited in the preamble, this Act takes effect when approved.

Effective pending referendum.

CHAPTER 104

H.P. 1741 - L.D. 2429

An Act to Authorize Construction on a Wharf in Long Lake at Naples

Emergency preamble. Whereas, Acts of the Legislature do not become effective until 90 days after adjournment unless enacted as emergencies; and

Whereas, unless this legislation is enacted as an emergency measure, erection of a structure authorized in this Act may not be completed before the summer tourist season; and

Whereas, in the judgment of the Legislature, these facts create an emergency within the meaning of the Constitution of Maine and require the following legislation as immediately necessary for the preservation of the public peace, health and safety; now, therefore,

Be it enacted by the People of the State of Maine as follows:

Sec. 1. P&SL 1931, c. 132, 2nd ¶, first sentence is amended to read:

No building ~~shall~~ may be erected on ~~said~~ the wharf ~~and no part of the wharf shall extend above the level of the adjacent highway~~.

Sec. 2. P&SL 1931, c. 132, as amended by P&SL 1955, c. 143, is further amended by adding after the 2nd paragraph a new paragraph to read:

A structure may be erected on the wharf only if the person erecting the structure has prior approval by and the applicable permits from the municipal planning board and any state agency having jurisdiction; except that, after May 1, 1993, a new building or structure may not be erected on the wharf and no part of the wharf may extend above the level of the adjacent highway.

Emergency clause. In view of the emergency cited in the preamble, this Act takes effect when approved.

Effective April 6, 1992.

CHAPTER 105

H.P. 1745 - L.D. 2433

An Act to Clarify the Boundaries between the Towns of Howland and LaGrange and the Towns of Howland and Edinburg

Emergency preamble. Whereas, Acts of the Legislature do not become effective until 90 days after adjournment unless enacted as emergencies; and

Whereas, the 90-day period will not terminate before the tax year begins on April 1; and

Whereas, the boundaries between Howland and LaGrange and Howland and Edinburg must be fixed so that the Town of Howland may issue the proper property taxes; and

Whereas, in the judgment of the Legislature, these facts create an emergency within the meaning of the Constitution of Maine and require the following legislation as immediately necessary for the preservation of the public peace, health and safety; now, therefore,

Be it enacted by the People of the State of Maine as follows:

Sec. 1. Boundary line between the Town of Howland and the Town of LaGrange. The boundary line between the Town of Howland and the Town of LaGrange in Penobscot County is as follows:

Beginning at a large granite monument with chiseled markings "M""M""H""L" found at a point marking the common corner between the towns of Howland, LaGrange, Medford and Maxfield; said point of beginning also marking an angle point in the Penobscot-Piscataquis County line.

Thence S 11°41'15" E passing through intermediate monuments identified on the plan herein after referenced, a distance of 14,235.2 feet to a granite monument with aluminum disk marked in part "Town of Howland - Town of LaGrange Municipal Boundary" set at the southwest corner of the Town of Howland.

Bearings referenced herein are oriented to true north as determined by a survey of the above described boundary line depicted on a plan entitled "Survey Plan of the Mu-

1957-87

to acquire property which it is authorized to take and which is described in such location, of if the location so recorded is defective and uncertain, it may, at any time, correct and perfect such location and file a new description thereof; and in such case the district is liable in damages only for property for which the owner had not previously been paid, to be assessed as of the time of the original taking, and the district shall not be liable for any acts which would have been justified if the original taking had been lawful. No entry shall be made on any private lands, except to make surveys, until the expiration of 10 days from such filing, whereupon possession may be had of all said lands or interest therein or water rights and other property and rights as aforesaid to be taken, but title thereto shall not vest in said district until payment therefor.

If any person sustaining damages by any taking as aforesaid shall not agree with said district upon the sum to be paid therefor, either party, upon petition to the county commissioners of York county, may have such damages assessed by them. The procedure and all subsequent proceedings and right of appeal therefrom shall be had under the same restrictions, conditions and limitations as are or may be by law prescribed in the case of damages by the laying out of highways.

In case of any crossing of any public utility, unless consent is given by the company owning or operating such public utility as to place, manner and conditions of the crossing within 30 days after such consent is requested by said district, the Public Utilities Commission shall determine the place, manner and conditions of such crossing; and all work on the property of such public utility shall be done under the supervision and to the satisfaction of such public utility, but at the expense of the district.'

Effective August 28, 1957

Chapter 87

AN ACT Permitting Town of Naples to Construct Wharf.

Be it enacted by the People of the State of Maine, as follows:

Sec. 1. Construction and maintenance of wharf. The Inhabitants of the town of Naples, a municipal body corporate, is hereby authorized and empowered to construct, operate and maintain a wharf in Long Lake in said Naples, County of Cumberland, at the following described location, viz.: Commencing at a point on the easterly side of the highway leading through said Naples, known as Route #302, said highway there bordering said Long Lake, which point is 150 feet southerly on said road from land of James M. Build, thence continuing southerly on said road and lake a distance of 200 feet.

Sec. 2. Authority to establish by-laws. Said Inhabitants of the Town of Naples at an annual or special meeting of said Inhabitants are hereby authorized and empowered to establish by-laws governing the use of said wharf by the public or others, and from time to time amend said by-laws, provided an appropriate article is inserted in the warrant for said meetings and further provided that said by-laws and amendments thereto are approved by the County Commissioners of the County of Cumberland or a Justice of the Superior Court.

Effective August 28, 1957

MEMORANDUM OF AGREEMENT

This agreement (the "Agreement") is entered into this 1 day of Oc, 2010 between the **State of Maine Department of Transportation,** its contractors, agents and assigns (the "MaineDOT), having an address of 16 State House Station, Augusta, Maine 04333-0016, and **James M. Build** (the "Wharf Owner"), having an address of P.O. Box 1616, Naples, Maine 04055-1616, relating to a certain wharf structure located on Long Lake in the Town of Naples, Cumberland County, Maine as described below.

BACKGROUND

1. MaineDOT is in the pre-construction stages of a bridge replacement and causeway reconstruction project on U.S. Route 302/Route 11 (a/k/a Bridgton Road) in the Town of Naples identified as MaineDOT PIN 11060.00 (the "Project"), which will involve the construction of a sea wall along the southerly side of Long Lake as it abuts the causeway approaching the Naples Bay Bridge from the west (the "Sea Wall").

2. The Wharf Owner owns land at the westerly end of the proposed Sea Wall, identified as Parcels 7 and 9 on a MaineDOT plan entitled "State Highway "14" U. S. Route 302 + Route 11 (Bridgton Road), Naples, Cumberland County, Federal Aid Project. No. BH-A106(000)," Sheet Number 5, on file in MaineDOT's Augusta office at D.O.T. File No. 3-565 (the "Right of Way Map"). Parcel 7, which will be acquired by MaineDOT in its entirety, is improved with a wharf structure (the "Original Wharf") that is affixed at a location that will be encumbered by the constructed Sea Wall. The Wharf is accessed from the Route 302 causeway.

3. MaineDOT anticipates advertising the Project in July 2010, and anticipates construction of the Sea Wall to begin in October 2010. The Sea Wall construction and the acquisition of Parcel 7 will require that MaineDOT's contractor (the "Contractor") remove the Original Wharf from Long Lake and replace it with a new structure of similar size and material (the "Replacement Wharf") on Parcel 9 at a location agreeable to the Wharf Owner (the "Proposed Location") after the Sea Wall construction is complete.

4. MaineDOT's intention is to have the Replacement Wharf constructed and installed in its new location prior to mid-May 2011 to ensure minimal disruption of the Wharf Owner's summer business season.

AGREEMENT

In light of the above, the parties hereto agree to the following terms and conditions.

5. The Wharf Owner hereby permits MaineDOT's Contractor for the Project to install the Replacement Wharf on Parcel 9 under the following conditions:

a. Title to the Original Wharf will be acquired by MaineDOT, together with the fee interest in Lot 7, but will not be removed from Long Lake prior to October 2010, and the Wharf Owner shall retain the right to continue use of the Original Wharf until such time as it is removed;

b. The Contractor will meet with the Wharf Owner to discuss the process of removal and replacement and to consider any input the Wharf Owner may have with regard to the construction and layout of the Replacement Wharf or the Proposed Location.

c. The Replacement Wharf will be designed, constructed and installed by the Contractor at no expense to the Wharf Owner and will be similar in size, construction and materials to the Original Wharf.

d. MaineDOT will, at its own expense, be applying for any necessary permitting for the installation of the Replacement Wharf through the Maine Department of Environmental Protection (the "DEP").

e. In designing the Replacement Wharf, the Contractor will consult with the Wharf Owner to ensure that the Replacement Wharf and Proposed Location meet the needs of the Wharf Owner. However, the Wharf Owner hereby acknowledges that the Replacement Wharf may not be constructed in a manner that will exceed the impact area for which MaineDOT has obtained permitting authority from the DEP.

f. The Contractor will have the Replacement Wharf installed and safely accessible prior to May 15, 2011 (the "Replacement Deadline") to ensure the Wharf Owner's ability to access the lake for its peak summer business season.

g. In association with the Project, MaineDOT will obtain a quote from the Contractor to construct and install the Replacement Wharf of similar size, material and construction to the Original Wharf (the "Replacement Cost"). MaineDOT will bear all costs associated with the Replacement Wharf up to and including the Replacement Cost. Notwithstanding any statement herein to the contrary, if the Wharf Owner chooses to negotiate with the Contractor for improvements to the Replacement Wharf over and above those covered under the Replacement Cost, the Wharf Owner shall have the right to enter into private arrangements with the Contractor to coordinate and pay for such additional work. In no event shall MaineDOT be responsible for the cost of any such additional work associated with the Replacement Wharf.

h. The Wharf Owner shall work cooperatively with the Contractor by refraining from any activity that may interfere with the Contractor's ability to construct and install the Replacement Wharf in compliance with the Replacement Date.

6. This Agreement is intended to address only the Original Wharf and the Replacement Wharf, and not the location or use of any other structures that may exist either within or outside of the limits of the Maine Department of Conservation's (the "DOC") jurisdiction under the Submerged Lands Act (the "Act"). If other structures under the control of the Wharf Owner are subject to regulation by DOC in accordance with the Act, it shall be the sole responsibility of the Wharf Owner to apply for and bear the expense of any permits, leases or permissions that may be required for such structures.

7. The Wharf Owner may be entitled to relocation benefits pertaining to personal property associated with the Original Wharf. Nothing in this Agreement shall be considered to waive the Wharf Owner's rights to any such relocation benefits due under state or federal laws, rules or regulations.

8. Nothing in this Agreement shall be considered to waive the Wharf Owner's rights to appeal any award of damages for real estate property rights acquired in connection with the Project.

9. No provision of this Agreement may be waived, changed, or modified orally, but only by an agreement in writing signed by the party against whom the enforcement of any waiver, change or modification is sought.

10. This Agreement shall run with the ownership of the Original Wharf and be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

11. This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the State of Maine.

12. All parties to this Agreement have actually participated in or had the opportunity to participate in the drafting of the Agreement and have been allowed the opportunity to consult counsel for that purpose. Therefore, it is agreed that this Agreement shall not be presumptuously construed in favor of or against any party on the basis of that party's having drafted or not drafted this Agreement.

13. By execution hereof, the Wharf Owner, his successors and assigns, releases MaineDOT from any claims, demands or causes of action that he has or may have with regard to any real or personal property values pertaining to the Original Wharf or the Replacement Wharf, except for relocation benefits that may apply as noted in Section 7 herein, as long as the terms and conditions of this Agreement are adhered to.

In witness whereof, the parties hereto execute this Agreement and agree to comply with its terms.

STATE OF MAINE
Department of Transportation

Witness

Jim D. Wentworth, Project Manager
Duly authorized

Witness

James M. Build

MEMORANDUM OF AGREEMENT

This agreement (the "Agreement") is entered into this 25 day of May, 2010 between the **State of Maine Department of Transportation,** its contractors, agents and assigns (the "MaineDOT), having an address of 16 State House Station, Augusta, Maine 04333-0016, and **Air-Marine Corp.** (the "Wharf Owner"), having an address of c/o Frank C. Gerrish, President, , 11 Harrison Road, Naples, Maine 04055, relating to a certain wharf structure located on Long Lake in the Town of Naples, Cumberland County, Maine as described below.

BACKGROUND

1. MaineDOT is in the pre-construction stages of a bridge replacement and causeway reconstruction project on U.S. Route 302/Route 11 (a/k/a Bridgton Road) in the Town of Naples identified as MaineDOT PIN 11060.00 (the "Project"), which will involve the construction of a sea wall along the southerly side of Long Lake as it abuts the causeway approaching the Naples Bay Bridge from the west (the "Sea Wall").

2. The Wharf Owner claims ownership of a wharf structure that is affixed, under authority of a Private and Special Law, to underlying property owned by the State of Maine (the "Original Wharf") and attached at a location that will be encumbered by the constructed Sea Wall. The Wharf is accessed from the Route 302 causeway.

3. MaineDOT anticipates advertising the Project in July 2010, and anticipates construction of the Sea Wall to begin in October 2010. The Sea Wall construction will require that MaineDOT's contractor (the "Contractor") temporarily remove the Original Wharf from Long Lake and replace it with a new structure of similar size and material (the "Replacement Wharf") after the Sea Wall construction is complete.

4. MaineDOT's intention is to have the Replacement Wharf constructed and installed in its new location prior to mid-May 2011 to ensure minimal disruption of the Wharf Owner's summer business season.

5. The location of the Original Wharf is depicted on a MaineDOT plan entitled "State Highway "14" U. S. Route 302 + Route 11 (Bridgton Road), Naples, Cumberland County, Federal Aid Project. No. BH-A106(000)," Sheet Number 4, on file in MaineDOT's Augusta office at D.O.T. File No. 3-565 (the "Right of Way Map"). An excerpt of the Right of Way Map as is attached hereto as **Exhibit A**. Exhibit A depicts the location of the Original Wharf in yellow, and the approximate proposed location of the Replacement Wharf as installed after construction of the Sea Wall in pink (the "Proposed Location").

AGREEMENT

In light of the above, the parties hereto agree to the following terms and conditions.

6. The Wharf Owner hereby permits MaineDOT's Contractor for the Project to remove the Original Wharf and install the Replacement Wharf under the following conditions:

   a. The Original Wharf will not be removed from Long Lake prior to October 2010;

   b. The Contractor will meet with the Wharf Owner to discuss the process of removal and replacement and to consider any input the Wharf Owner may have with regard to the construction and layout of the Replacement Wharf or the Proposed Location.

   c. The Replacement Wharf will be designed, constructed and installed by the Contractor at no expense to the Wharf Owner and will be similar in size, construction and materials to the Original Wharf;

   d. MaineDOT will, at its own expense, be applying for any necessary permitting for the installation of the Replacement Wharf through the Maine Department of Environmental Protection (the "DEP").

   e. In designing the Replacement Wharf, the Contractor will consult with the Wharf Owner to ensure that the Replacement Wharf and Proposed Location meet the needs of the Wharf Owner. However, the Wharf Owner hereby acknowledges that the Replacement Wharf may not be constructed in a manner that will exceed the impact area for which MaineDOT has obtained permitting authority from the DEP.

   f. The Contractor will have the Replacement Wharf installed and safely accessible prior to May 15, 2011 (the "Replacement Deadline") to ensure the Wharf Owner's ability to access the lake for its peak summer business season.

   g. In association with the Project, MaineDOT will obtain a quote from the Contractor to construct and install the Replacement Wharf of similar size, material and construction to the Original Wharf (the "Replacement Cost"). MaineDOT will bear all costs associated with the Replacement Wharf up to and including the Replacement Cost. Notwithstanding any statement herein to the contrary, if the Wharf Owner chooses to negotiate with the Contractor for improvements to the Replacement Wharf over and above those covered under the Replacement Cost, the Wharf Owner shall have the right to enter into private arrangements with the Contractor to coordinate and pay for such additional work. In no event shall MaineDOT be responsible for the cost of any such additional work associated with the Replacement Wharf or any other replacement structure.

h. The Wharf Owner shall work cooperatively with the Contractor by refraining from any activity that may interfere with the Contractor's ability to construct and install the Replacement Wharf in compliance with the Replacement Date.

i. The Original Wharf is the subject of a Submerged Lands Lease (the "Lease") with the Maine Department of Conservation (the "DOC") dated October 22, 2007. To the extent that installation and construction of the Replacement Wharf requires that the Lease be amended, MaineDOT shall work with DOC on the Wharf Owner's behalf to facilitate any necessary amendment.

j. To mitigate any increase in the rental fee associated with the Lease as amended, MaineDOT shall issue payment to the Wharf Owner in the amount of $1,360.65 (the "Rental Fee Supplement"). By execution of this Agreement, the Wharf Owner accepts the Rental Fee Supplement as full satisfaction of any claims for damages associated with the Project's impact on the Lease.

7. This Agreement is intended to address only the Original Wharf and the Replacement Wharf as identified on Exhibit A, and not the location or use of any other structures that may exist either within or outside of the limits of DOC's jurisdiction under the Submerged Lands Act (the "Act"). If other structures under the control of the Wharf Owner are subject to regulation by DOC in accordance with the Act, it shall be the sole responsibility of the Wharf Owner to apply for and bear the expense of any permits, leases or permissions that may be required for such structures.

8. The Wharf Owner may be entitled to relocation benefits pertaining to personal property associated with the Original Wharf. Nothing in this Agreement shall be considered to waive the Wharf Owner's rights to any such relocation benefits due under state or federal laws, rules or regulations.

9. No provision of this Agreement may be waived, changed, or modified orally, but only by an agreement in writing signed by the party against whom the enforcement of any waiver, change or modification is sought.

10. This Agreement shall run with the ownership of the Original Wharf and be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

11. This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the State of Maine.

12. All parties to this Agreement have actually participated in or had the opportunity to participate in the drafting of the Agreement and have been allowed the opportunity to consult counsel for that purpose. Therefore, it is agreed that this Agreement shall not be

presumptuously construed in favor of or against any party on the basis of that party's having drafted or not drafted this Agreement.

13. By execution hereof, the Wharf Owner, its successors and assigns, releases MaineDOT from any claims, demands or causes of action that it has or may have with regard to any real or personal property values pertaining to the Original Wharf or the Replacement Wharf, except for personal property relocation benefits that may apply as noted in Section 8 herein, as long as the terms and conditions of this Agreement are adhered to.

In witness whereof, the parties hereto execute this Agreement and agree to comply with its terms.

STATE OF MAINE
Department of Transportation

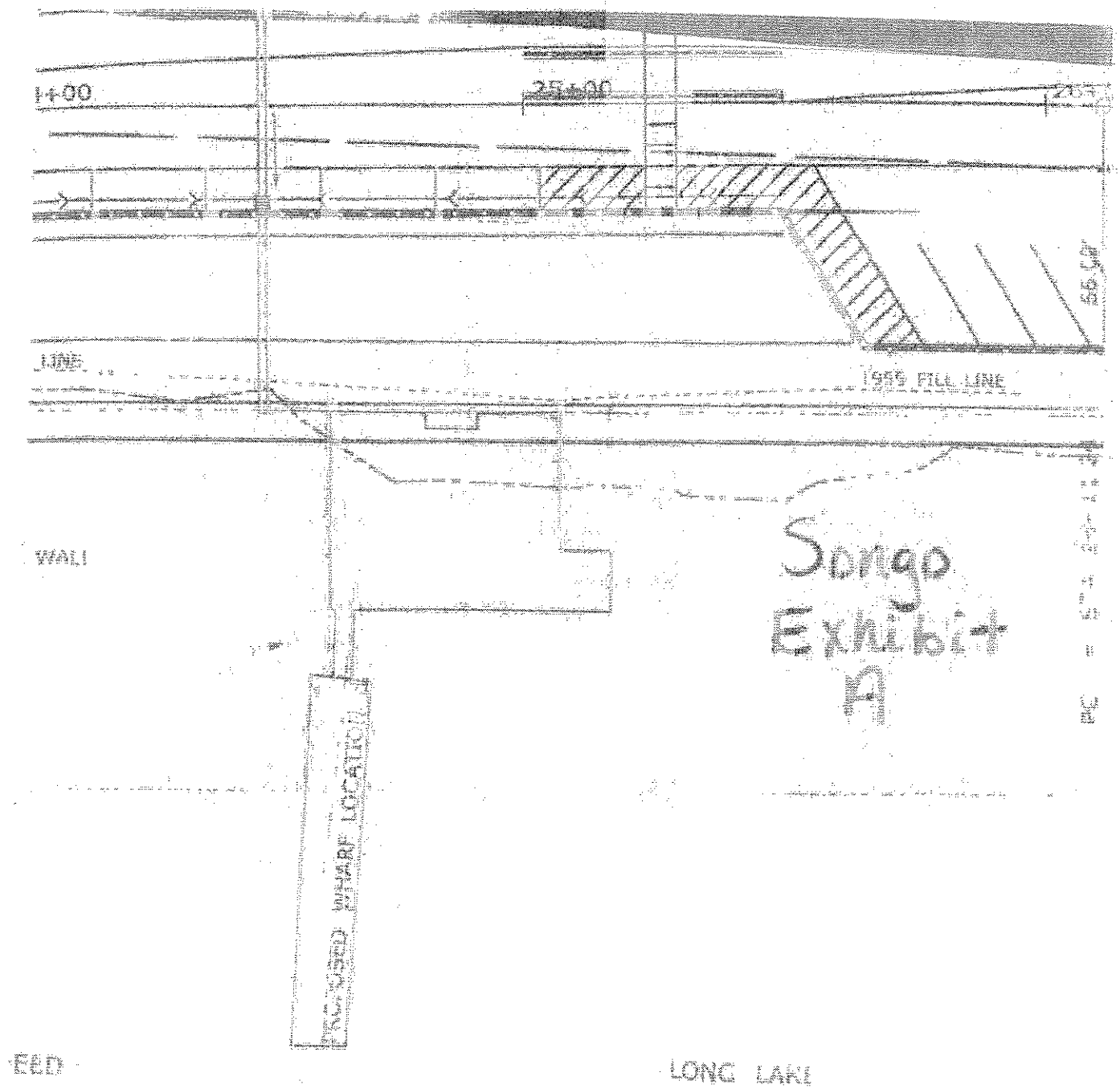
Witness

James Wentworth, Project Manager
Duly authorized

AIR-MARINE CORP.

Witness

Frank C. Gernish, President
Duly authorized



NOTE PRESCRIPTIVE EASEMEN
FOR HIGHWAY PURPOSES WIT
LIMITS OF WROUGHT PORTION

PAGE	DAVID A. COLE
	COMMISSIONER
	KENNETH L. SWEENEY
	CHIEF ENGINEER

MEMORANDUM OF AGREEMENT

This agreement (the "Agreement") is entered into this 15 day of JUNE, 2010 between the **State of Maine Department of Transportation**, its contractors, agents and assigns (the "MaineDOT), having an address of 16 State House Station, Augusta, Maine 04333-0016, and **Naples Casino, Inc.** (the "Wharf Owner"), having an address of c/o Jack Meeker, Jr., President, P.O. Box 1635, Naples, Maine 04055, relating to a certain wharf structure located on Long Lake in the Town of Naples, Cumberland County, Maine as described below.

BACKGROUND

1. MaineDOT is in the pre-construction stages of a bridge replacement and causeway reconstruction project on U.S. Route 302/Route 11 (a/k/a Bridgton Road) in the Town of Naples identified as MaineDOT PIN 11060.00 (the "Project"), which will involve the construction of a sea wall along the southerly side of Long Lake as it abuts the causeway approaching the Naples Bay Bridge from the west (the "Sea Wall").

2. The Wharf Owner claims ownership of a wharf structure that is affixed, under authority of a Private and Special Law, to underlying property owned by the State of Maine (the "Original Wharf") and attached at a location that will be encumbered by the constructed Sea Wall. The Wharf is accessed from the Route 302 causeway, and is also associated with a number of permanent pilings to which floating docks are attached during certain periods of the year (the "Pilings").

3. MaineDOT anticipates advertising the Project in July 2010, and anticipates construction of the Sea Wall to begin in October 2010. The Sea Wall construction will require that MaineDOT's contractor (the "Contractor") temporarily remove the Original Wharf from Long Lake and replace it with a new structure of similar size and material (the "Replacement Wharf") after the Sea Wall construction is complete. It further anticipates that the installation of the Replacement Wharf may displace some of the Pilings and require relocation of the impacted Pilings (the "Relocated Pilings").

4. MaineDOT's intention is to have the Replacement Wharf and Relocated Pilings constructed and installed in their new locations prior to mid-May 2011 to ensure minimal disruption of the Wharf Owner's summer business season.

5. The location of the Original Wharf is depicted on a MaineDOT plan entitled "State Highway "14" U. S. Route 302 + Route 11 (Bridgton Road), Naples, Cumberland County, Federal Aid Project. No. BH-A106(000)," Sheet Number 4, on file in MaineDOT's Augusta office at D.O.T. File No. 3-565 (the "Right of Way Map"). An excerpt of the Right of Way Map as is attached hereto as **Exhibit A**. Exhibit A depicts the location of the Original Wharf in yellow, and the approximate proposed location of the Replacement Wharf as installed after construction of the Sea Wall in pink (the "Proposed Location").

AGREEMENT

In light of the above, the parties hereto agree to the following terms and conditions.

6. The Wharf Owner hereby permits MaineDOT, through its Contractor for the Project, to remove the Original Wharf, install the Replacement Wharf, and Relocated Pilings under the following conditions:

    a. The Original Wharf and any impacted Pilings will not be removed from Long Lake prior to October 2010;

    b. MaineDOT will require the Contractor to work proactively with the Wharf Owner to coordinate the process of removal, replacement and relocation and to collaborate on the final design and layout of the Replacement Wharf.

    c. The Replacement Wharf and any Relocated Pilings will be designed, constructed and installed by the Contractor at no expense to the Wharf Owner and will be as similar in size, construction and materials to the Original Wharf as practicable.

    d. MaineDOT will, at its own expense, be applying for any necessary permitting for the installation of the Replacement Wharf and the Relocated Pilings through the Maine Department of Environmental Protection (the "DEP"). The permit application shall identify anticipated impact areas based on a replication of the Original Wharf area and any affected Pilings. No structures will be removed or reset unless the necessary permitting approval is in place.

    e. In designing the Replacement Wharf and determining the location of any Relocated Pilings, MaineDOT will require that the Contractor work cooperatively with the Wharf Owner to ensure that the Replacement Wharf, Relocated Pilings, and final locations meet the needs of the Wharf Owner. However, the Wharf Owner hereby acknowledges that the Replacement Wharf and Relocated Pilings may not be constructed or installed in a manner that will exceed the impact area for which MaineDOT has obtained permitting authority from the DEP.

    f. MaineDOT will ensure that the Contractor installs the Replacement Wharf and Relocated Pilings prior to May 15, 2011 (the "Replacement Deadline") to preserve the Wharf Owner's ability to access the lake for its peak summer business season.

g. As a part of its bid for the Project, the Contractor will include the costs of designing, constructing and installing the Replacement Wharf and Relocated Pilings to be as similar in size, construction and materials to the Original Wharf and Pilings as possible (the "Replacement Cost"). MaineDOT will include the Replacement Cost as part of the Project costs. Notwithstanding any statement herein to the contrary, if the Wharf Owner chooses to negotiate with the Contractor for improvements to the Replacement Wharf and Relocated Pilings over and above those covered under the Replacement Cost, the Wharf Owner shall have the right to enter into private arrangements with the Contractor to coordinate and pay for such betterments. In no event shall MaineDOT be responsible for the cost of any such additional work associated with the Replacement Wharf or any other replacement structure.

h. The Wharf Owner shall work cooperatively with the Contractor by refraining from any activity that may interfere with the Contractor's ability to construct and install the Replacement Wharf and Relocated Pilings in compliance with the Replacement Date.

7. This Agreement is intended to address only the Original Wharf and the Replacement Wharf as identified on Exhibit A, as well as the Relocated Pilings and not the location or use of any other structures that may exist either within or outside of the limits of the Maine Department of Conservation's (the "DOC") jurisdiction under the Submerged Lands Act (the "Act"). If other structures under the control of the Wharf Owner are subject to regulation by DOC in accordance with the Act, it shall be the sole responsibility of the Wharf Owner to apply for and bear the expense of any permits, leases or permissions that may be required for such structures.

8. The Wharf Owner may be entitled to relocation benefits pertaining to personal property associated with the Original Wharf. Nothing in this Agreement shall be considered to waive the Wharf Owner's rights to any such relocation benefits due under state or federal laws, rules or regulations.

9. No provision of this Agreement may be waived, changed, or modified orally, but only by an agreement in writing signed by the party against whom the enforcement of any waiver, change or modification is sought.

10. This Agreement shall run with the ownership of the Original Wharf and be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

11. This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the State of Maine.

12. All parties to this Agreement have actually participated in or had the opportunity to participate in the drafting of the Agreement and have been allowed the opportunity to

consult counsel for that purpose. Therefore, it is agreed that this Agreement shall not be presumptuously construed in favor of or against any party on the basis of that party's having drafted or not drafted this Agreement.

13. By execution hereof, the Wharf Owner, its successors and assigns, releases MaineDOT from any claims, demands or causes of action that it has or may have with regard to any real or personal property values pertaining to the Original Wharf, the Replacement Wharf, or the Relocated Pilings, except for personal property relocation benefits that may apply as noted in Section 8 herein, as long as the terms and conditions of this Agreement are adhered to.

In witness whereof, the parties hereto execute this Agreement and agree to comply with its terms.

STATE OF MAINE
Department of Transportation

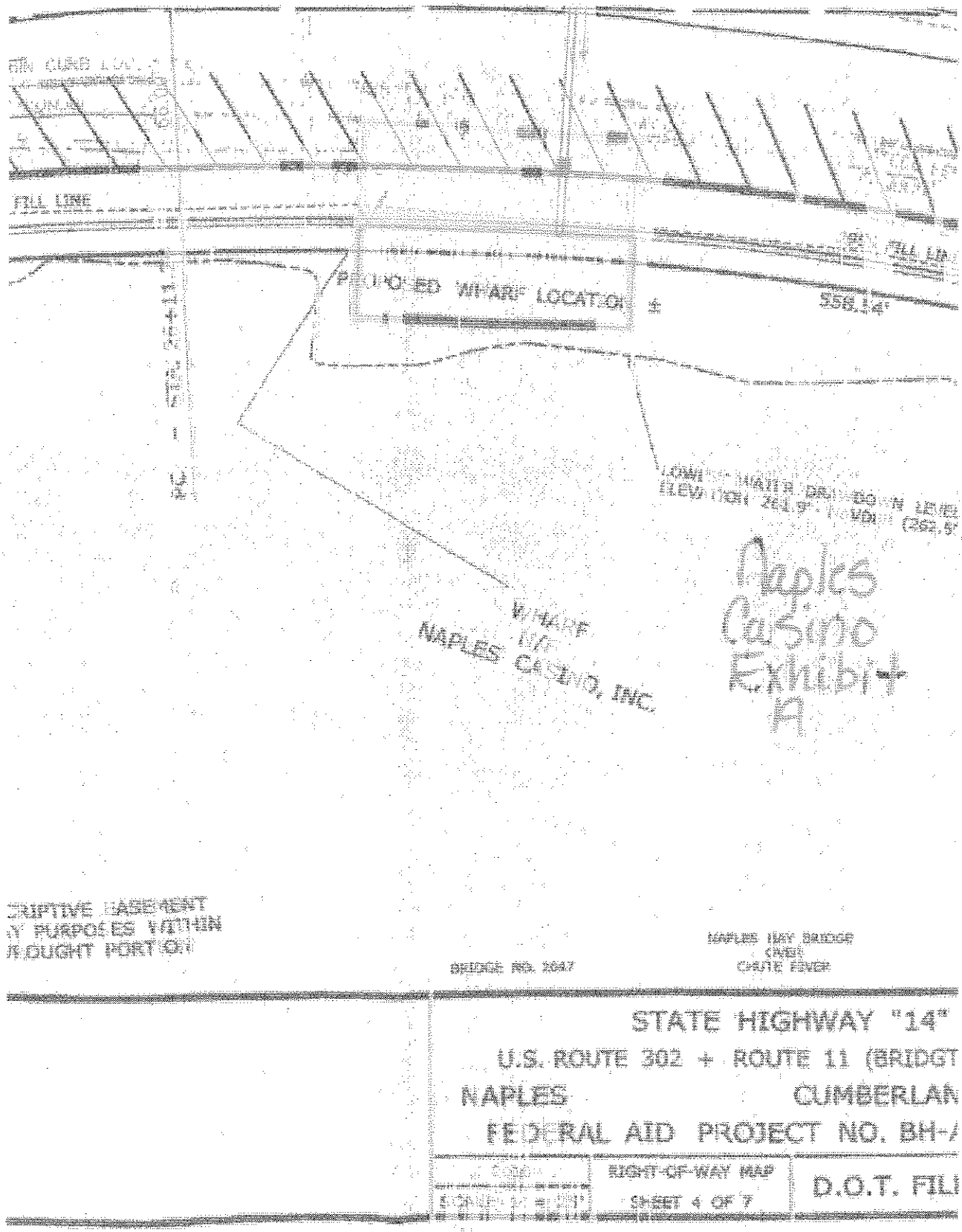
Witness

Jim Wentworth, Project Manager
Duly authorized

NAPLES CASINO, INC.

Witness

Jack Meeker, Jr., President
Duly authorized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PROPOSED WHARF LOCATION ±
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WHARF
NAPLES CASINO, INC.
Naples
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Exhibit
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NAPLES HWY BRIDGE
OVER
CHUTE RIVER
STATE HIGHWAY "14"
U.S. ROUTE 302 + ROUTE 11 (BRIDGT
NAPLES
CUMBERLAN
FEDERAL AID PROJECT NO. BH-
RIGHT-OF-WAY MAP
SHEET 4 OF 7
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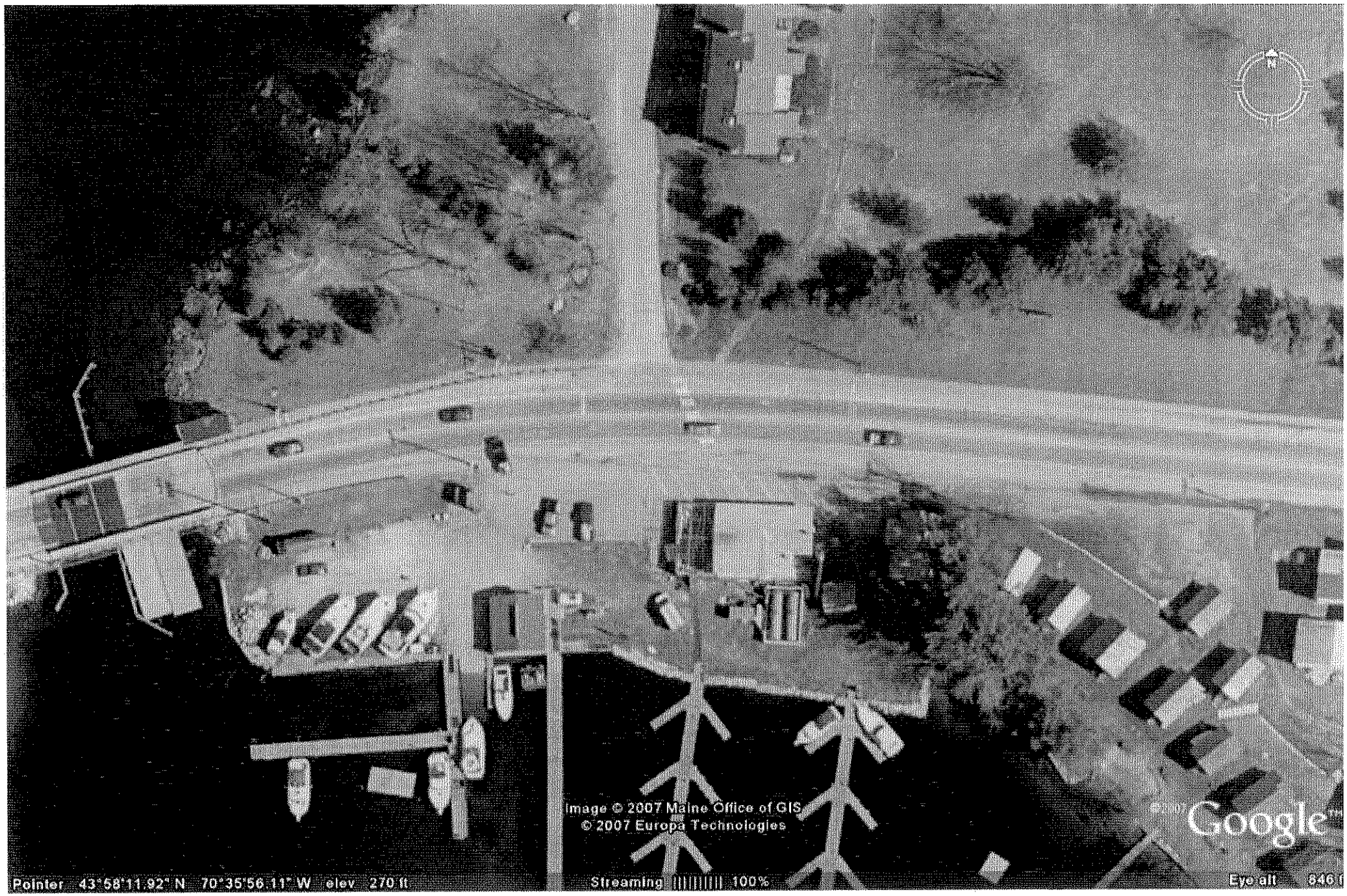
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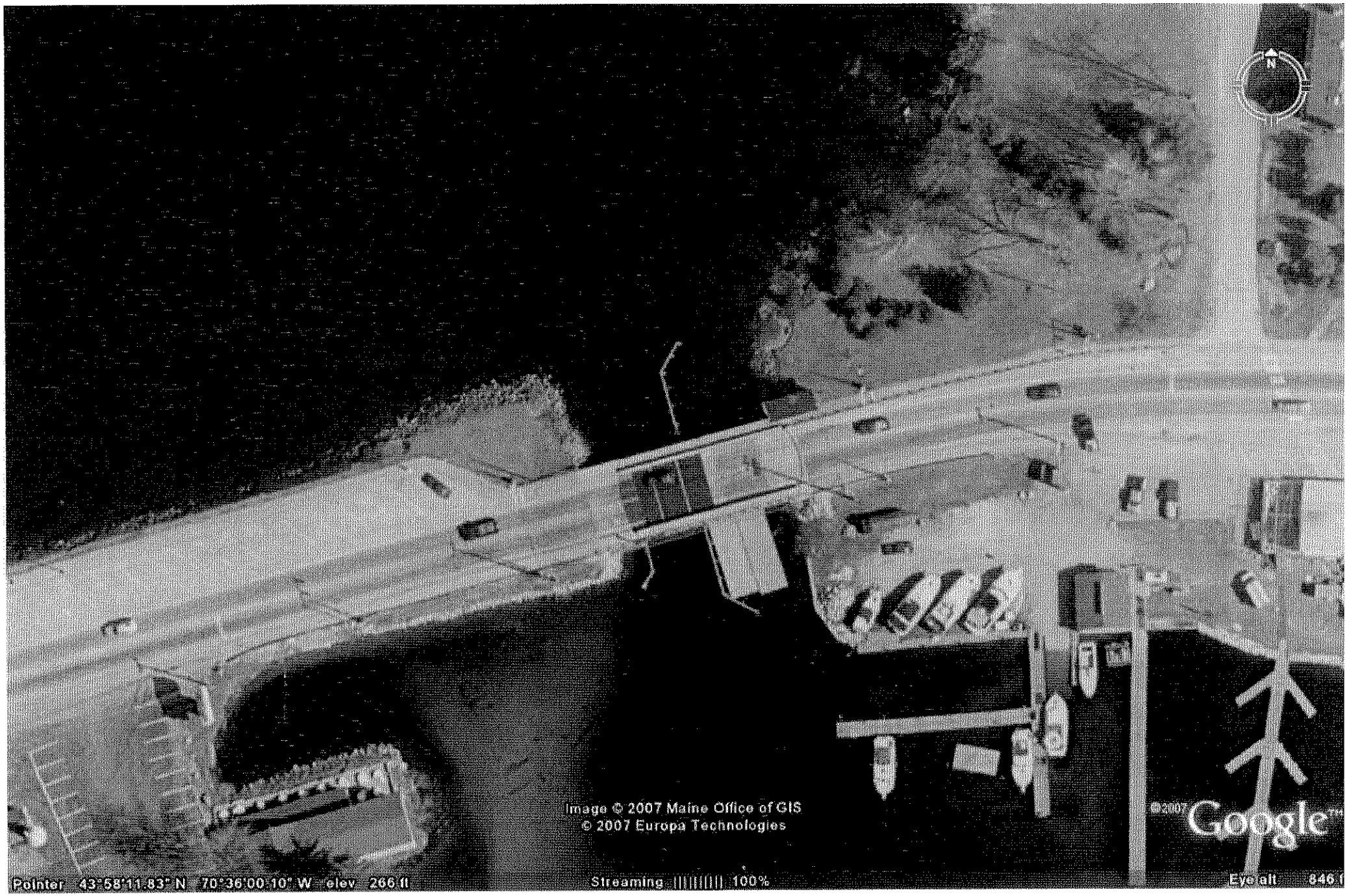
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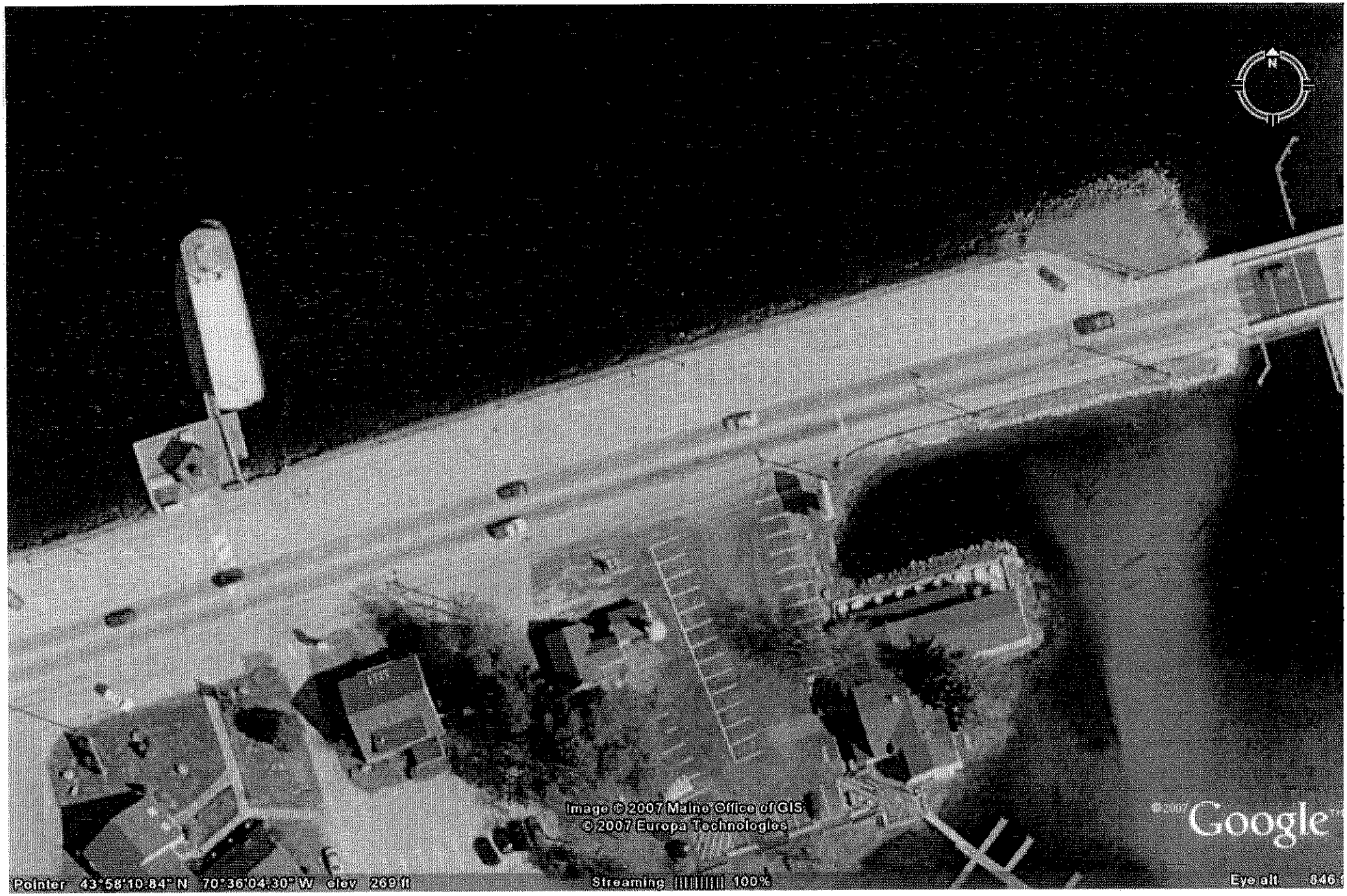

N
Image © 2007 Maine Office of GIS
© 2007 Europa Technologies
Google
Pointer 43°58'10.84" N 70°36'04.30" W elev 269 ft
Streaming 100%
Eye alt

Wharf 1
40' x 54'
Air Marine Corp.
Wharf 2
20' x 60'
Naples Casino, Inc.
Image © 2007 Maine Office of GIS
© 2007 Europa Technologies
Google
Pointer 43°58'10.04" N 70°36'10.55" W elev 269 ft
Streaming 100%
Eye alt

Wharf 3
25' x 16'
James Build
Image © 2007 Maine Office of GIS
© 2007 Europa Technologies
Google
Pointer 43°58'10.31" N 70°36'16.07" W elev 269 ft
Streaming 100%
Eye alt

Chamberlain, Kristen

From: DiBello, Carol
Sent: Friday, April 02, 2010 2:42 PM
To: Condon, Ben
Subject: Naples Bridge Project

Hi Ben,

Dan Prichard and I have reviewed the Preliminary Plans of 3/24/10, and concluded that this project qualifies for an exemption from needing a submerged lands lease because of the MOU between our agencies for state highway bridges. In this case, we are also including the roadway leading to the bridge.

If you have any questions, please let me know.

Carol DiBello

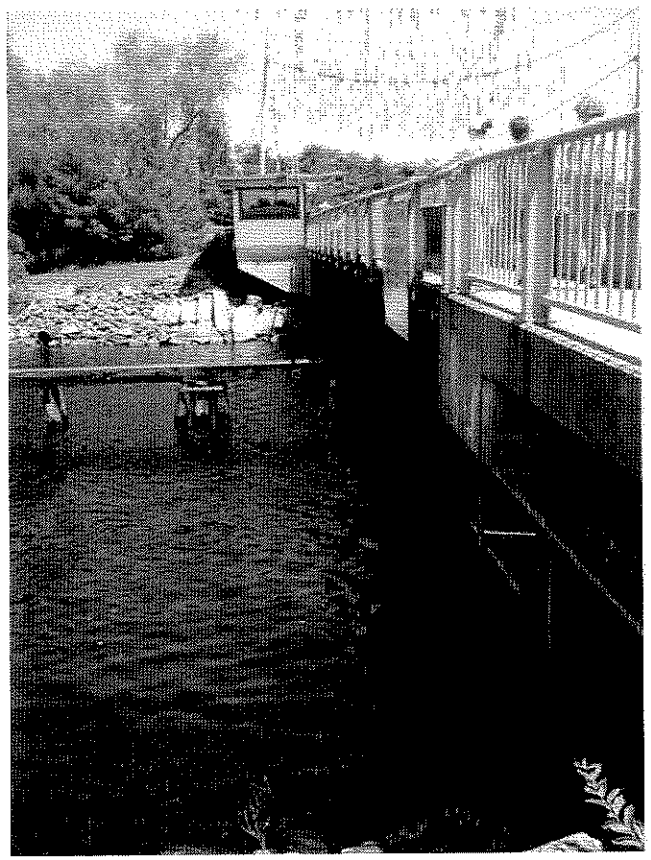
Submerged Lands Program
Maine Bureau of Parks and Lands
(207) 287-4922 Phone
(207) 287-6170 Fax

MAINE DEPARTMENT OF TRANSPORTATION

Bay Bridge Reconstruction Project, Naples
(PIN 11060.00)

WETLAND MITIGATION PLAN

June 2010



Prepared By

MAINE DEPARTMENT OF TRANSPORTATION
Environmental Office
Division of Field Services and Mitigation
16 State House Station
Augusta, Maine 04333

Wetland Mitigation Plan

BAY BRIDGE /ROUTE 302 RECONSTRUCTION PROJECT, NAPLES

PIN 11060.00

Table of Contents

Section	Title	Page
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B.	Impact Area Summary	1
C.	Compensation Requirements	4
D.	Compensation Plan	4
E.	Payment Process and Estimated Project Schedule	6

LIST OF FIGURES

Figure 1. Project Location Map

A. Project Background

The Maine Department of Transportation (MDOT) proposes compensatory mitigation for unavoidable impacts to the Chute River associated with reconstruction of the Naples Bay Bridge (Route 302). The project includes reconstruction of Route 302 with enhanced pedestrian access along the causeway and replacement of the Naples Bay Bridge (#2047) over the Chutes River, located 0.30 of a mile northerly of Route 35. The project also includes replacement of private permanent docks displaced by the proposed bridge alignment.

The project area is shown in Figure 1. The project is located within the Sebago-Ossipee Hills and Plain Subsection Biophysical Region.

This mitigation plan was prepared in support of the Maine Department of Environmental Protection (DEP) and U.S. Army Corps of Engineers (Corps) permit applications pursuant to the Maine Natural Resources Protection Act (NRPA) and Section 404 of the Clean Water Act.

B. Impact Area Summary

The proposed project will result in 13,629 square feet of unavoidable direct impact to the Chute River to reconstruct the bridge. Relocation of pile-supported floating docks will result in an additional 36 square feet of direct impact (36 piles) and 3,760 square feet of indirect impact. The Chute River connects Long Lake and Brandy Pond (known as the Bay of Naples) and is considered part of a great pond.

The proposed project design includes measures to avoid wetland impacts where practical and minimize impacts where they are unavoidable as required by Chapter 310 of DEP Regulations, the Corps Highway Methodology, and the 1990 Memorandum of Agreement between the Corps and the U.S. Environmental Protection Agency (EPA). The proposed bridge is being reconstructed near its current location. Replacement of the bridge in the exact footprint of the existing bridge would require use of a temporary

detour. Because construction of the new bridge could take up to two years, this is considered impractical and an unreasonable inconvenience to the traveling public. The proposed project will realign Route 302 slightly to construct the new bridge immediately north of the old bridge. Upon completion of the new bridge, MaineDOT proposes to remove the existing bridge, including a 1,000 square foot concrete piling in the water. Except for designated walkway areas, upland areas will be revegetated with native trees and shrubs once the bridge is removed.

The proposed design represents the minimum bridge dimensions required to meet safety and engineering standards, and to meet the terms of agreements made with the Town of Naples for pedestrian and landscape enhancements. The north side of the approach to the bridge and associated pedestrian walkways will be constructed within the footprint of the existing roadbed and existing parking area as much as possible. Where new fill in the resource is unavoidable, retaining walls will be constructed to minimize intrusion into the Bay of Naples.

The proposed bridge will require relocation of three existing permanent docks. The docks will be pile-supported floating docks to minimize fill in the resource and will not be larger than the existing docks.

MaineDOT staff completed a functional assessment of the impact area using the descriptive approach developed by the Army Corps of Engineers. The area around the bridge is highly developed and the Chutes River is used by recreational boaters and a passenger vessel known as the Songo Queen. The shoreline in the project area is vegetated with grass and some trees and shrubs. The embankments around and adjacent to the existing bridge are armored with riprap. The lake substrate consists of sands and cobble and sporadic aquatic vegetation is present. The functional assessment identified fisheries habitat as a wetland function of the Chutes River. The impact area has limited potential to provide this function because aquatic vegetation is sparse, however, the Maine Department of Inland Fisheries and Wildlife (IF&W) commented that the area does contribute to the productivity of the lake and the project will contribute to

cumulative loss of habitat. Photos of the impact area are provided below. The complete functional assessment report is available upon request.

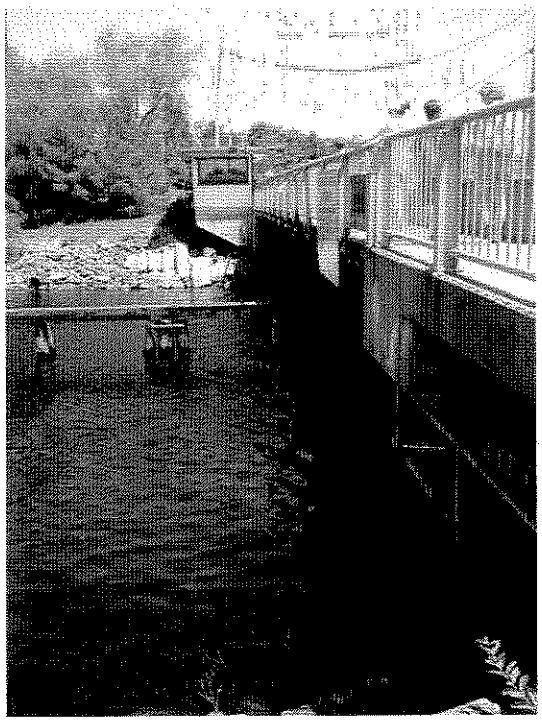

Photo 1. North side of bridge looking east

Photo 2. North side of the bridge looking west

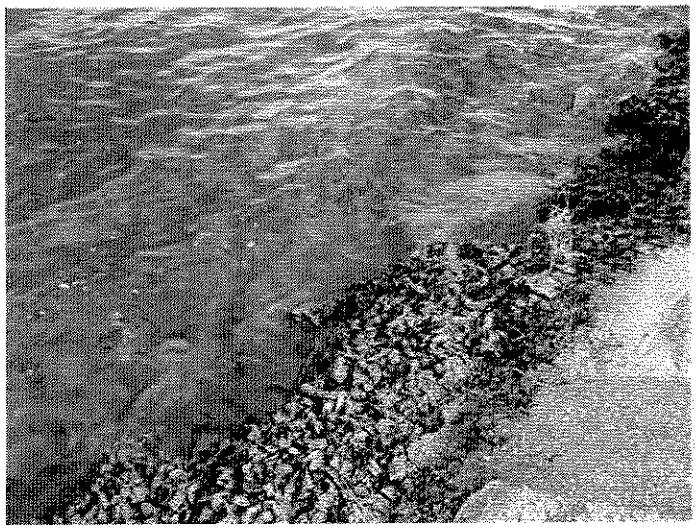

Photo 3. Typical vegetation at toe of parking lot slope on the north side of Route 302

C. Compensation Requirements

State and federal regulations require compensatory mitigation to offset unavoidable adverse impacts to wetland functions from development projects with a function of equal or greater value. The goal of compensation is to achieve no net loss of wetland functions and values. DEP requires that compensation for lost wetland functions be provided at specific ratios depending on the characteristics of the wetland to be altered and the type of compensation proposed.

The proposed project will result in 13,665 square feet of new fill in a great pond, which is considered wetland of special significance. The project includes removal of the existing bridge pier, which will restore approximately 1,000 square feet of lake bottom. The project also includes creation of approximately 19,000 square feet of new green space in the immediate project area. In addition, the project includes upgrades to the stormwater system that will provide water quality treatment of runoff from the project.

After consultation with IF&W regarding the functions and values affected by the proposed project and consideration of the mitigation measures included in the project as described above, DEP waived compensation for the square footage restored by restoration of the pier and 6,314 square feet of the proposed impact. In addition, no compensation was required for the indirect impacts associated with the floating portions of the relocated docks (3,760 square feet). Compensation is required for the remaining 6,351 square feet of new fill impact to a great pond.

Chapter 310 of DEP Regulations outline a minimum ratio of 2:1 (compensation: impacts) for Wetlands of Special Significance when wetland restoration, enhancement, or creation is proposed as compensation.

D. Compensation Plan

MaineDOT did not complete a site search for restoration, enhancement, or creation opportunities. MaineDOT was advised by DEP that mitigation in the form of a payment

to the DEP In-lieu Fee Compensation Program would be acceptable. DEP has developed a county-based fee schedule that includes the sum of the cost to restore or create resource area with functions and values similar to those impacted by the proposed project activity and the average land acquisition costs). The formulas used to calculate In-Lieu fee payments are specific to resource type and include multipliers to reflect the significance of the resource.

MaineDOT proposes to make an In-Lieu fee payment of $51,697.14 to the DEP In-Lieu Fee Compensation Program to satisfy all state and federal mitigation requirements for the Naples Bay Bridge project. This fee is based on rates for Cumberland County listed on the current fee schedule (effective 7/1/09 thru 6/30/11) and a resource multiplier of two for impacts to great ponds.[1]

The goal of the ILF program is to use the fees collected for the purpose of restoring, enhancing, creating or preserving other resource functions or values that are environmentally equal or preferable to the functions and values of impacted resources and associated uplands, as determined by the DEP (38 M.R.S.A. subsection 480-Z). Contributions to the ILF program are placed in the Maine Natural Resources Conservation Fund (MNRCF) and are made available for competitive grant awards to qualified natural resource conservation projects. The final scope and timing of the MNRCF project(s) will be determined by the team of resource and regulatory agencies overseeing the implementation of the fund and will be based on the total fees collected by biophysical region and restoration and preservation priorities within each biophysical region.

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[1] Wetland compensation fee = (direct wetland degradation/s.f. x (wetland creation cost/s.f. + assessed land valuation/s.f.)) x (resource multiplier)

$51,697.14 = 6,351 square feet x ($3.42 +$0.65) per square foot x 2

E. Payment Process and Estimated Project Schedule

Upon approval of MaineDOT's plan to pay a compensation fee in lieu of project-based natural resource mitigation, MaineDOT will pay the compensation fee in accordance with a process described in an October 2007 MaineDOT request to DEP regarding ILF payments for MaineDOT public-interest transportation projects, and subsequent DEP approval in November 2007. The process and estimated project schedule is as follows:

- DEP will submit an invoice to MaineDOT for the amount of the compensation fee in a manner similar to the way DEP currently invoices DOT for permit application fees. For the Naples Bay Bridge project, this invoice should be directed to the attention of Deane Van Dusen, Manager of Field Services and Mitigation, in the MaineDOT Environmental Office;
- MaineDOT will pay the compensation fee via an interagency journal voucher prior to the actual construction start date of the Naples Bay Bridge project. The MaineDOT mitigation project manager will be responsible for ensuring that the payment is made in accordance with the aforementioned process and the actual project schedule.
- MaineDOT's current estimated schedule for the Naples Bay Bridge project anticipates advertising for construction in July 2010, and starting construction in August 2010. MaineDOT will pay the compensation fee to DEP once the project is awarded to a contractor and prior to the construction start date of the project.

The estimated advertising and construction schedule for the Naples Bay Bridge project is subject to change depending on the timing of agency approvals, the schedule of other MaineDOT construction projects in the vicinity, seasonal traffic considerations, and funding availability. MaineDOT will notify DEP and the Corps of any changes to the Naples Bay Bridge project schedule that will result in a change to the estimated payment date of the compensation fee.

DEPARTMENT OF THE ARMY
NEW ENGLAND DISTRICT, CORPS OF ENGINEERS
696 VIRGINIA ROAD
CONCORD, MASSACHUSETTS 01742-2751

REPLY TO:
ATTENTION OF:

MAINE PROGRAMMATIC GENERAL PERMIT (PGP)
AUTHORIZATION LETTER AND SCREENING SUMMARY

OFFICE OF ENVIRONMENTAL SERVICES
MAINE DEPT. OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE 04333

CORPS PERMIT # NAE-2008-03014
CORPS PGP ID# 10-128
STATE ID# PBR

DESCRIPTION OF WORK:
Place fill below the ordinary high water line of Long Lake and Chute River at Naples, Maine in order to replace the existing Route 302 bridge. Approximately 33,681 s.f. (0.77 acres) of lake and river bed and existing riprap substrate will be impacted by the project. This work is shown on the attached plans entitled "ROUTE 302, NAPLES, CUMBERLAND COUNTY" in 11 sheets undated.
DOT PIN: 11060.00

LAT/LONG COORDINATES : 43.9699433° N 70.6001675° W USGS QUAD: NAPLES, ME

I. CORPS DETERMINATION:
Based on our review of the information you provided, we have determined that your project will have only minimal individual and cumulative impacts on waters and wetlands of the United States. **Your work is therefore authorized by the U.S. Army Corps of Engineers under the enclosed Federal Permit, the Maine Programmatic General Permit (PGP).** Accordingly, other than possibly performing a compliance inspection (condition 23 of the permit) at some later date, we do not plan to take any further action on this project.

You must perform the activity authorized herein in compliance with all the terms and conditions of the PGP [including any attached Additional Conditions and any conditions placed on the State 401 Water Quality Certification including any required mitigation]. Please review the enclosed PGP carefully, including the PGP conditions beginning on page 7, to familiarize yourself with its contents. You are responsible for complying with all of the PGP requirements; therefore you should be certain that whoever does the work fully understands all of the conditions. You may wish to discuss the conditions of this authorization with your contractor to ensure the contractor can accomplish the work in a manner that conforms to all requirements.

If you change the plans or construction methods for work within our jurisdiction, please contact us immediately to discuss modification of this authorization. This office must approve any changes before you undertake them.

Condition 38 of the PGP (page 15) provides one year for completion of work that has commenced or is under contract to commence prior to the expiration of the PGP on October 11, 2010. You will need to apply for reauthorization for any work within Corps jurisdiction that is not completed by October 11, 2011.

This authorization presumes the work shown on your plans noted above is in waters of the U.S. Should you desire to appeal our jurisdiction, please submit a request for an approved jurisdictional determination in writing to the undersigned.

No work may be started unless and until all other required local, State and Federal licenses and permits have been obtained. **This includes but is not limited to a Flood Hazard Development Permit issued by the town if necessary.**

II. STATE ACTIONS: PENDING [X], ISSUED[ ], DENIED [ ] DATE

APPLICATION TYPE: PBR. X , TIER 1:___ TIER 2 :___ TIER 3:___ LURC:___ DMR LEASE:___ NA:___

III. FEDERAL ACTIONS:

JOINT PROCESSING MEETING: 4/30/10 LEVEL OF REVIEW: CATEGORY 1: __ CATEGORY 2: X

AUTHORITY (Based on a review of plans and/or State/Federal applications): SEC 10___ 404 X 10/404___ 103___

EXCLUSIONS: The exclusionary criteria identified in the general permit do not apply to this project.

FEDERAL RESOURCE AGENCY OBJECTIONS: EPA NO, USF&WS NO, NMFS NO

If you have any questions on this matter, please contact my staff at 207-623-8367 at our Manchester, Maine Project Office. In order for us to better serve you, we would appreciate your completing our Customer Service Survey located at http://per2.nwp.usace.army.mil/survey.html

JAY L. CLEMENT
SENIOR PROJECT MANAGER
MAINE PROJECT OFFICE

JUL 16 2010
DATE

PHILIP T. FEIR
COLONEL, CORPS OF ENGINEERS
DISTRICT ENGINEER

US Army Corps
of Engineers
New England District

ADDITIONAL SPECIAL CONDITIONS FOR
DEPARTMENT OF THE ARMY
PROGRAMMATIC GENERAL PERMIT
NO. NAE-2008-03014

1. The permittee shall assure that a copy of this permit is at the work site whenever work is being performed and that all personnel performing work at the site of the work authorized by this permit are fully aware of the terms and conditions of the permit. This permit, including its drawings and any appendices and other attachments, shall be made a part of any and all contracts and sub-contracts for work which affects areas of Corps of Engineers' jurisdiction at the site of the work authorized by this permit. This shall be done by including the entire permit in the specifications for the work. If the permit is issued after construction specifications but before receipt of bids or quotes, the entire permit shall be included as an addendum to the specifications. The term "entire permit" includes permit amendments. Although the permittee may assign various aspects of the work to different contractors or sub-contractors, all contractors and sub-contractors shall be obligated by contract to comply with all environmental protection provisions of the entire permit, and no contract or sub-contract shall require or allow unauthorized work in areas of Corps of Engineers jurisdiction.

2. Adequate sedimentation and erosion control devices, such as geotextile silt fences or other devices capable of filtering the fines involved, shall be installed and properly maintained to minimize impacts during construction. These devices must be removed upon completion of work and stabilization of disturbed areas. The sediment collected by these devices must also be removed and placed upland, in a manner that will prevent its later erosion and transport to a waterway or wetland.

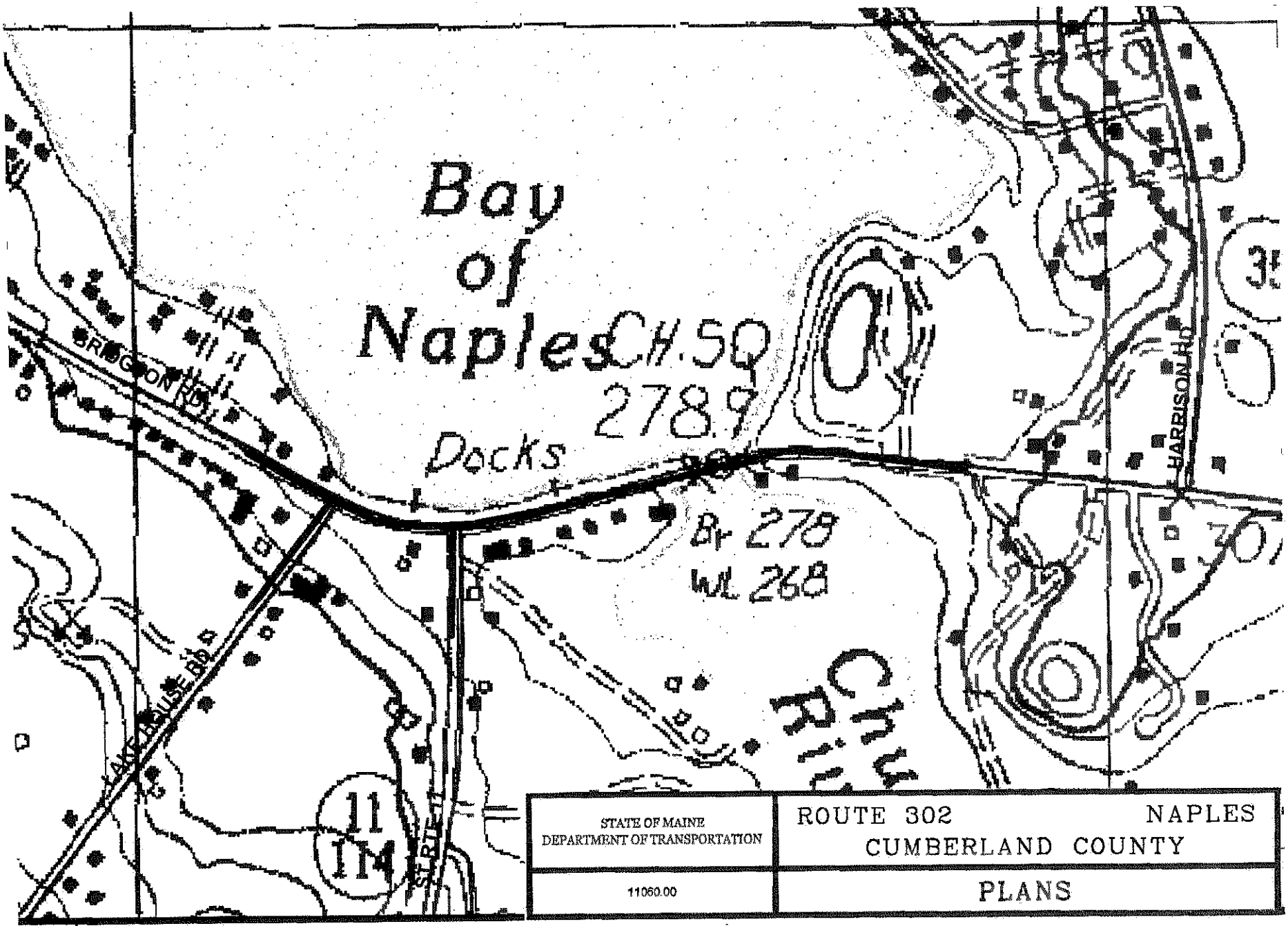
3. All exposed soils resulting from the construction will be promptly seeded and mulched in order to achieve vegetative stabilization.

4. Mitigation shall consist of payment of $51,697.14 to the Natural Resource Mitigation Fund. The Corps will provide a completed ILF Project Data Worksheet which must be mailed with a cashiers check or bank draft, made out to "Treasurer, State of Maine", with the permit number noted on the check. The check and worksheet should be mailed to: ME DEP, Attn: ILF Program Administrator, State House Station 17, Augusta, ME 04333. **This authorization is not valid until** the permittee provides the Corps with a copy of the check, with the permit number noted on the check. The ILF amount is only valid for a period of one year from the date on the authorization letter. After that time, the project would need to be reevaluated and a new amount determined.

5. In order to minimize potential impacts to fisheries and local water quality, the permittee shall comply with the following time of year restrictions:

a. At the bridge site, in water work shall be conducted from July 15 to October 1 of any year with the exception of pile driving which may occur from December 1 to October 1. Piles may be removed from June 1 to October 1 of any year.

b. Along the approach causeway, piles may be driven and removed at any time of the year.



STATE OF MAINE DEPARTMENT OF TRANSPORTATION	ROUTE 302 NAPLES CUMBERLAND COUNTY
11060.00	PLANS

70.6083338° W

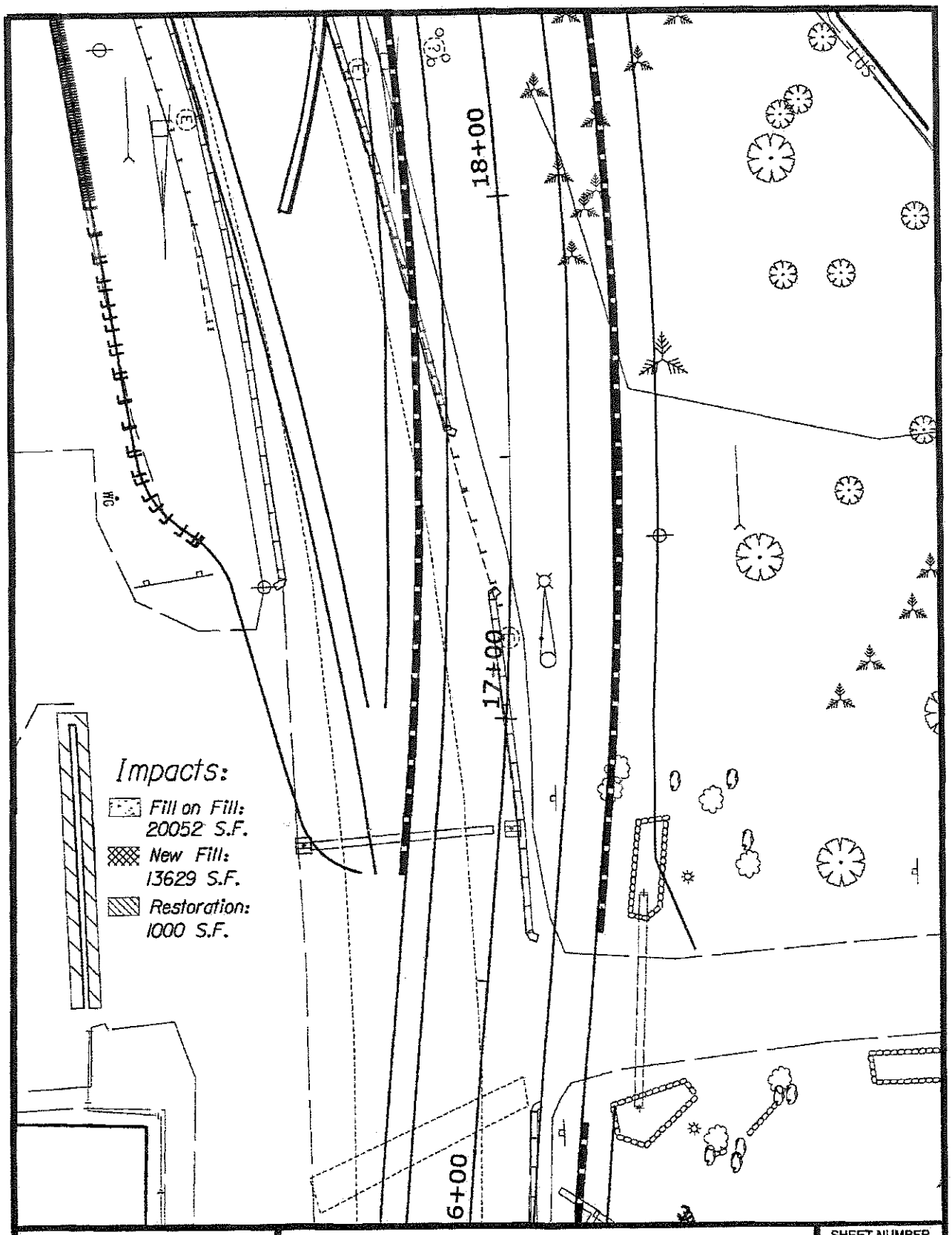
70.6000004° W

220 440 660 880 Feet

Naples 11060.00

Project Location

43 9699433
70.6001675 W



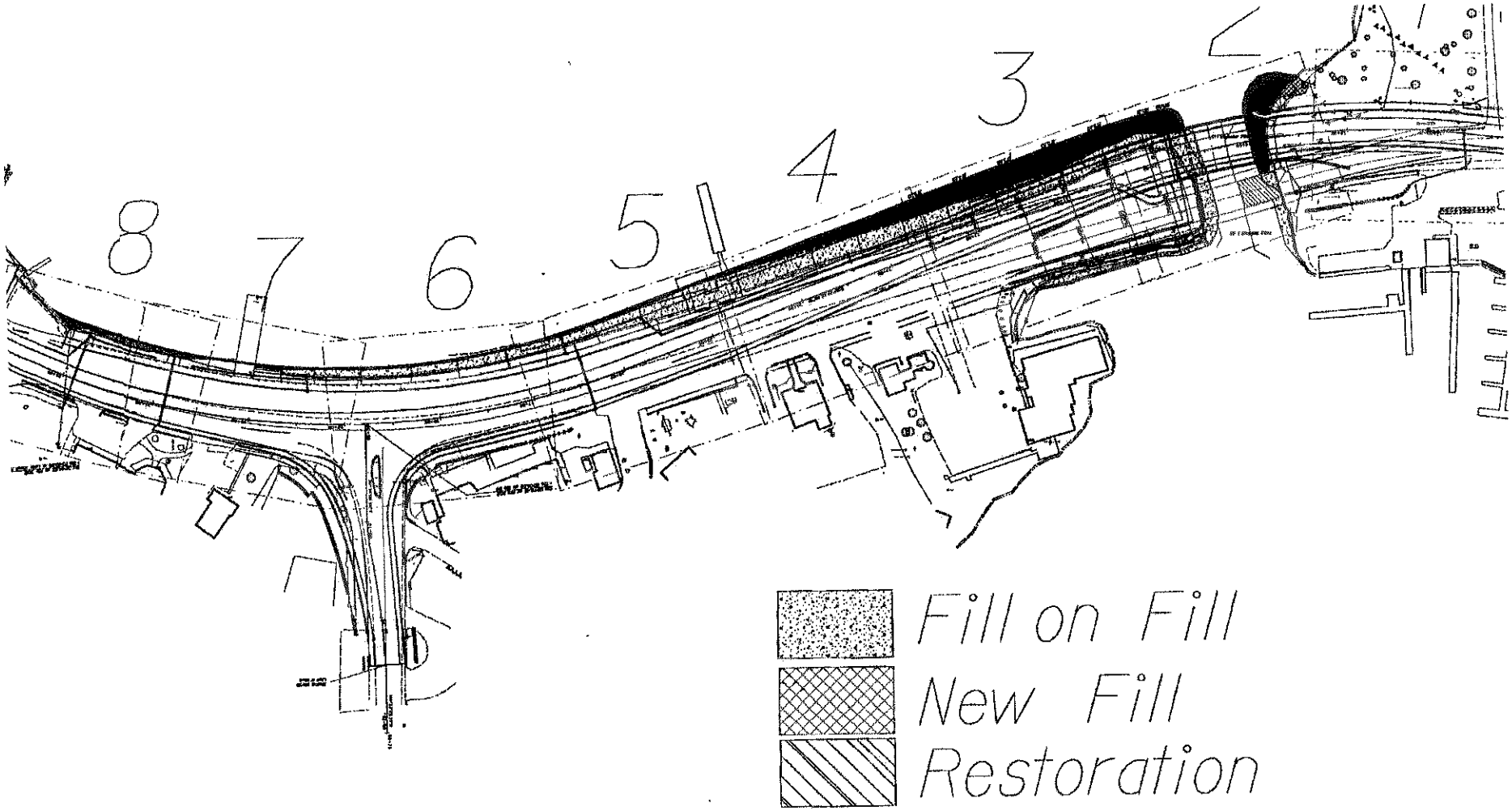
STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

ROUTE 302 NAPLES
CUMBERLAND COUNTY

SHEET NUMBER
1

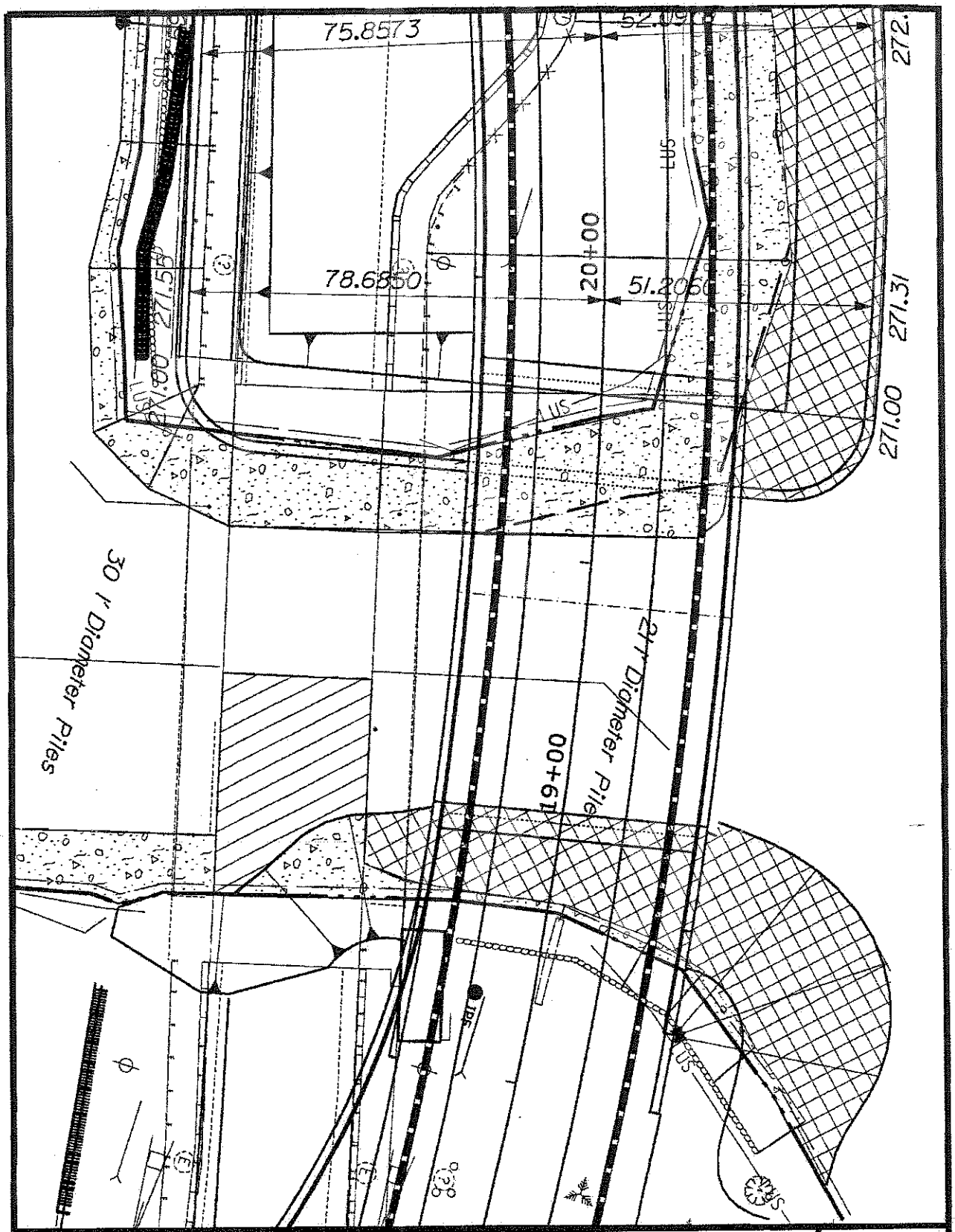
11060.00

PLANS



Naples 110600.00 Index

STATE OF MAINE DEPARTMENT OF TRANSPORTATION	ROUTE 302 NAPLES CUMBERLAND COUNTY
11060.00	**PLANS**



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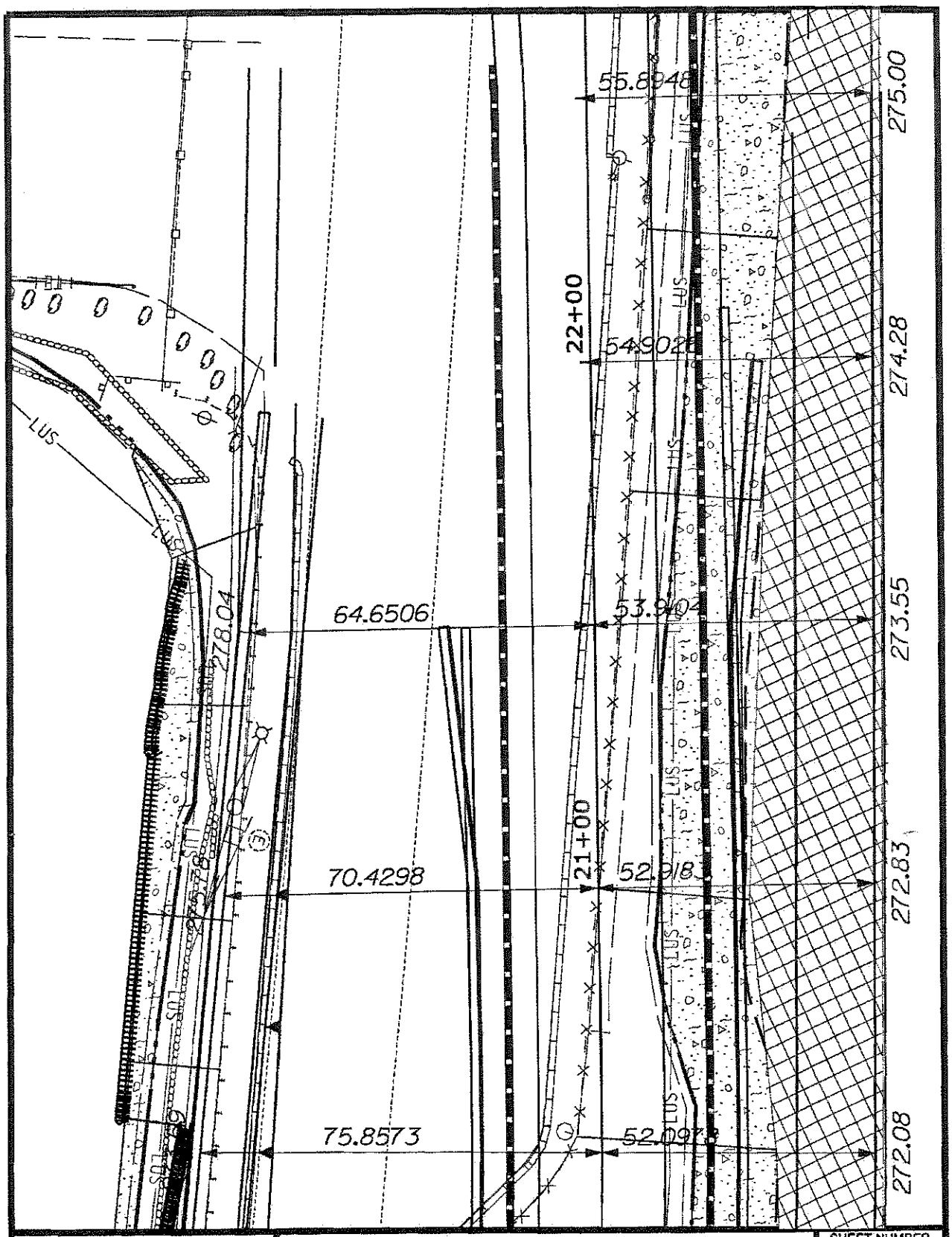
11060.00	PLANS	



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

ROUTE 302 NAPLES
CUMBERLAND COUNTY

SHEET NUMBER
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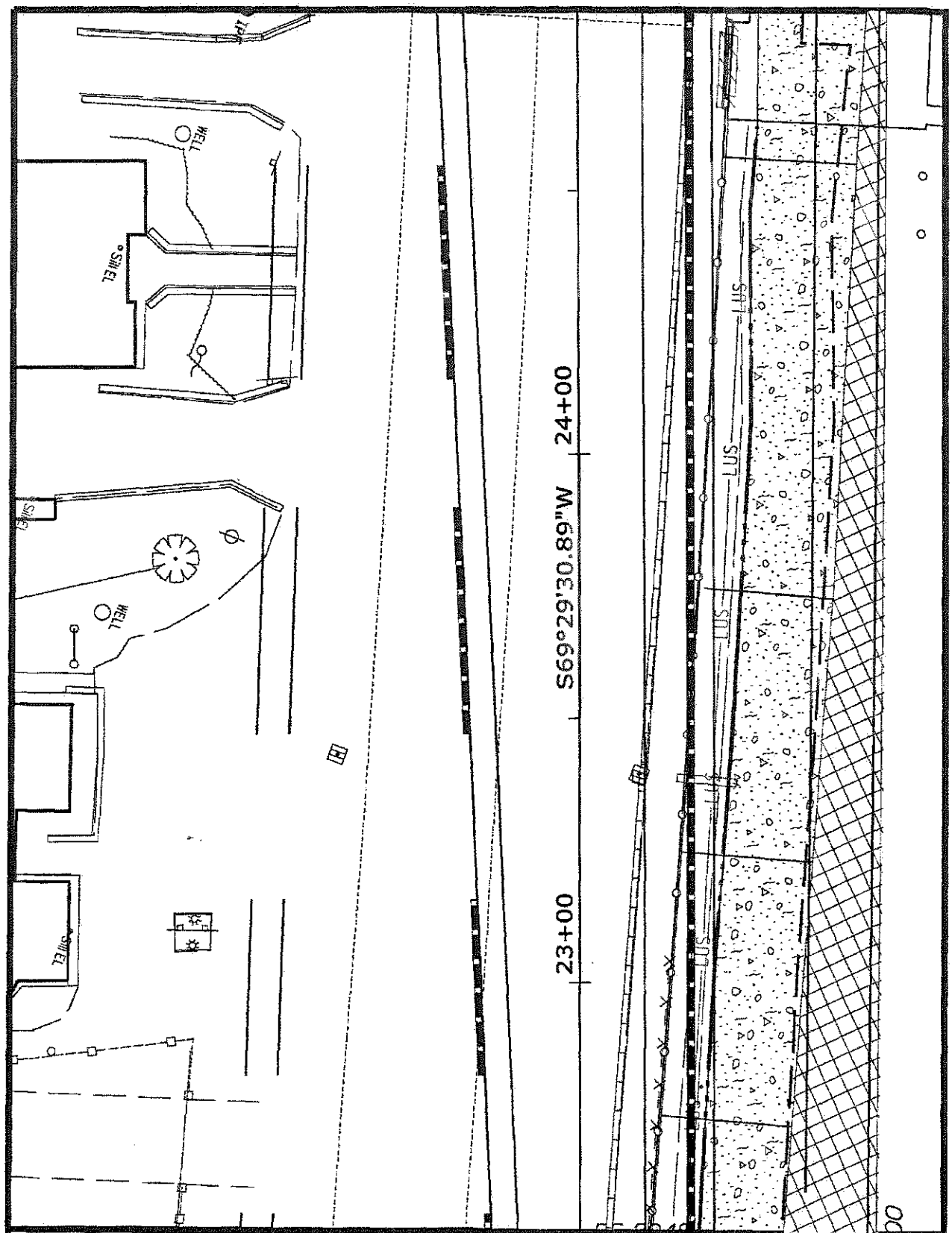
11060.00

PLANS



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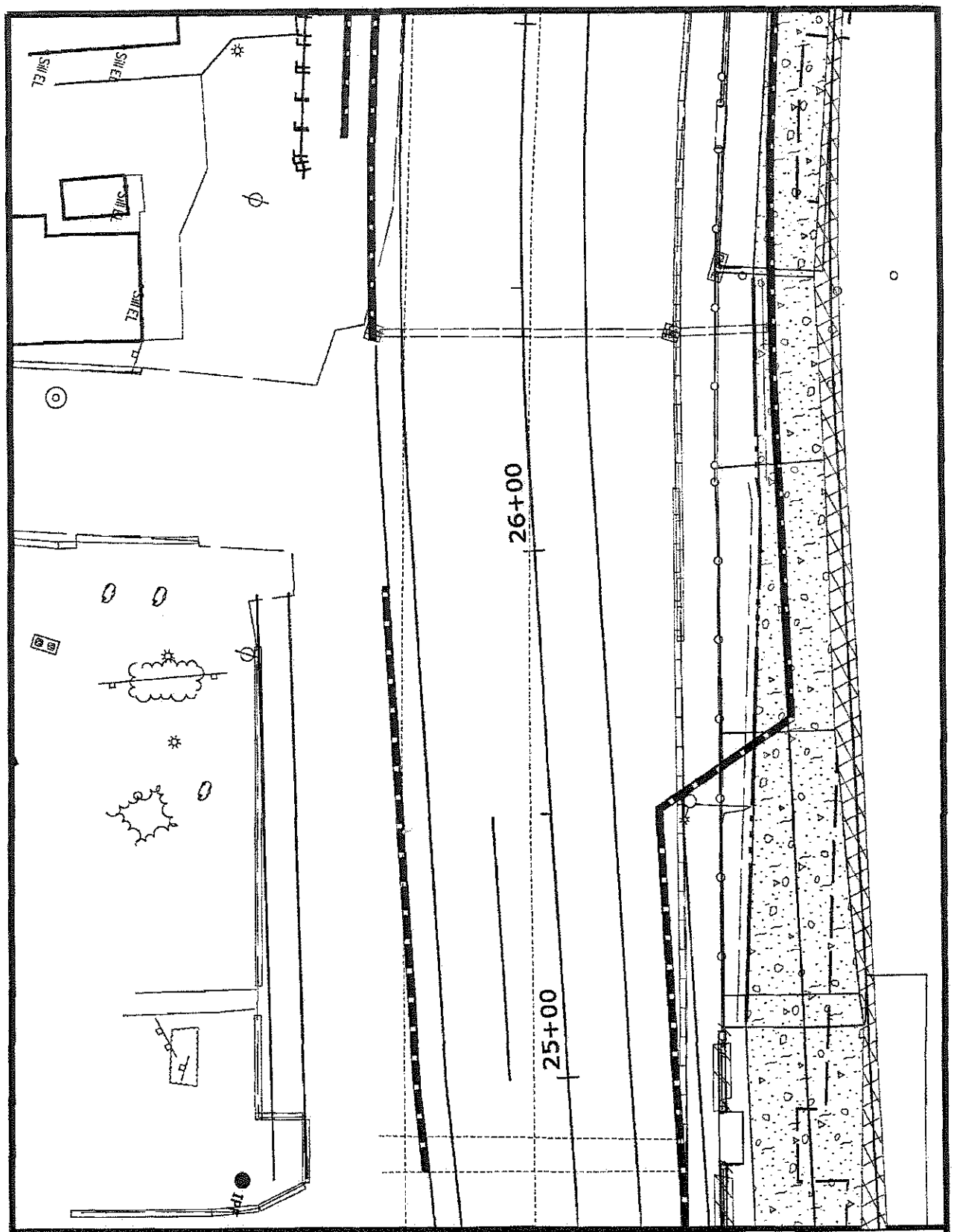
11060.00	PLANS	4



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

ROUTE 302 NAPLES
CUMBERLAND COUNTY

SHEET NUMBER
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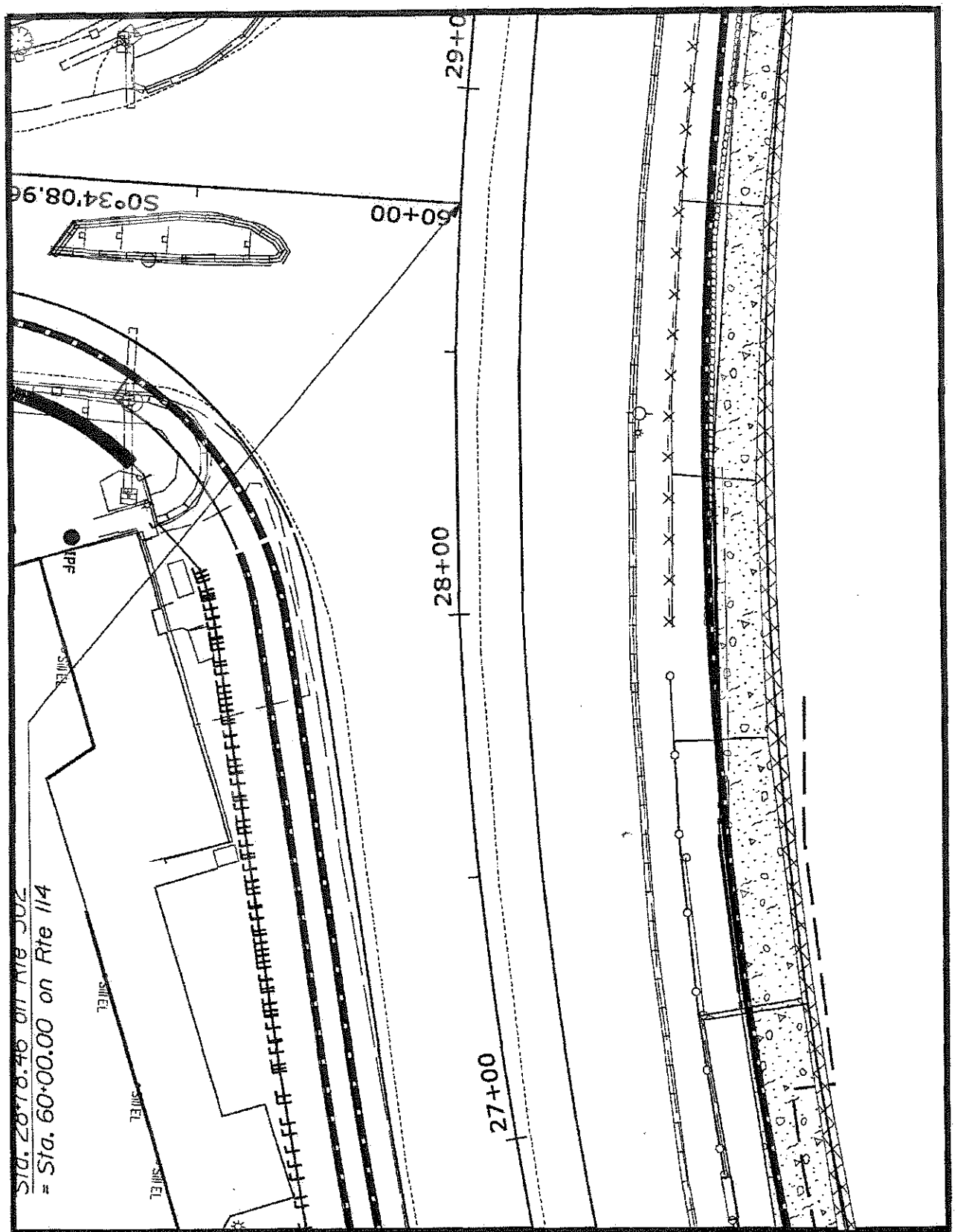
11060.00

PLANS



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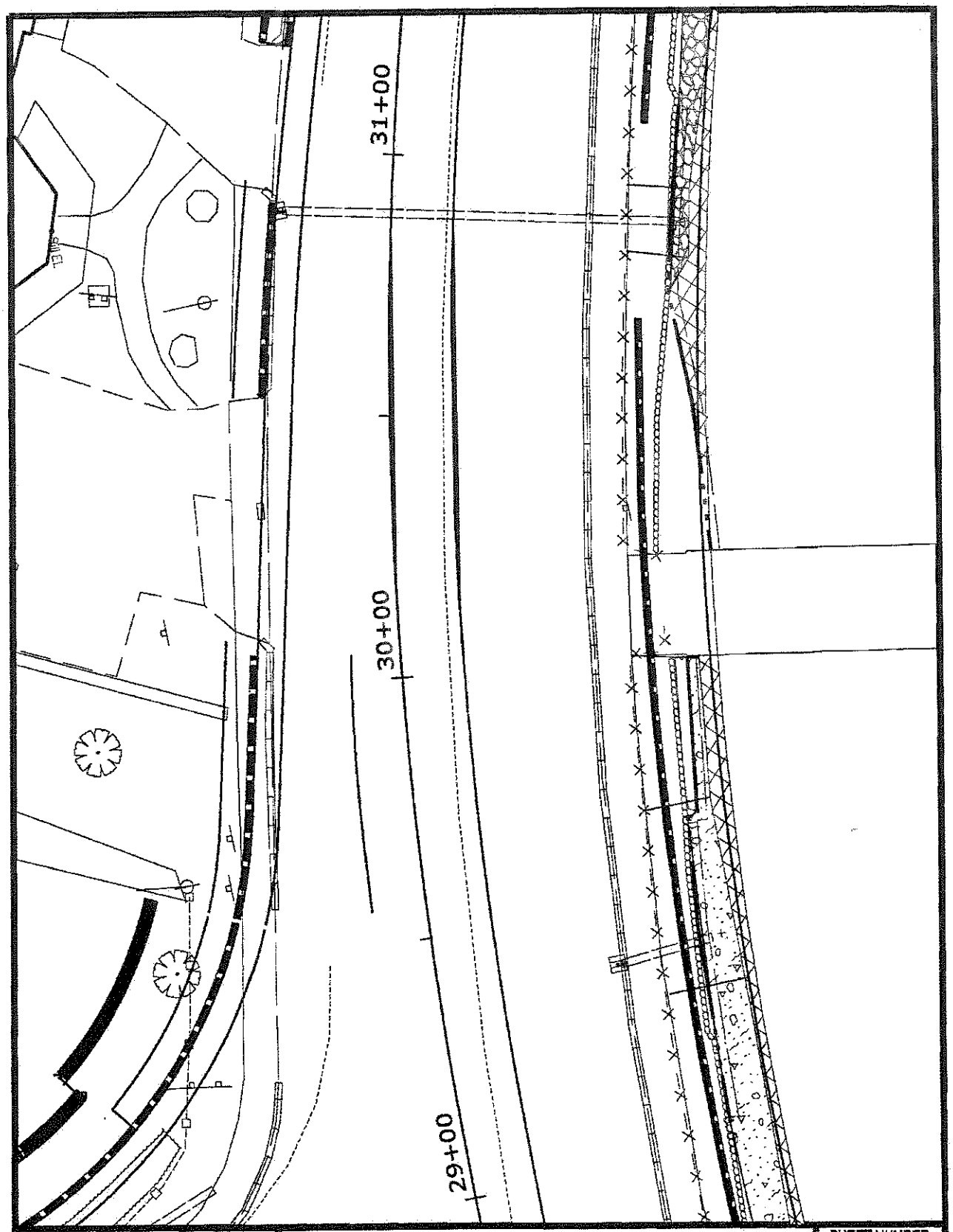

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

ROUTE 302 NAPLES
CUMBERLAND COUNTY

SHEET NUMBER
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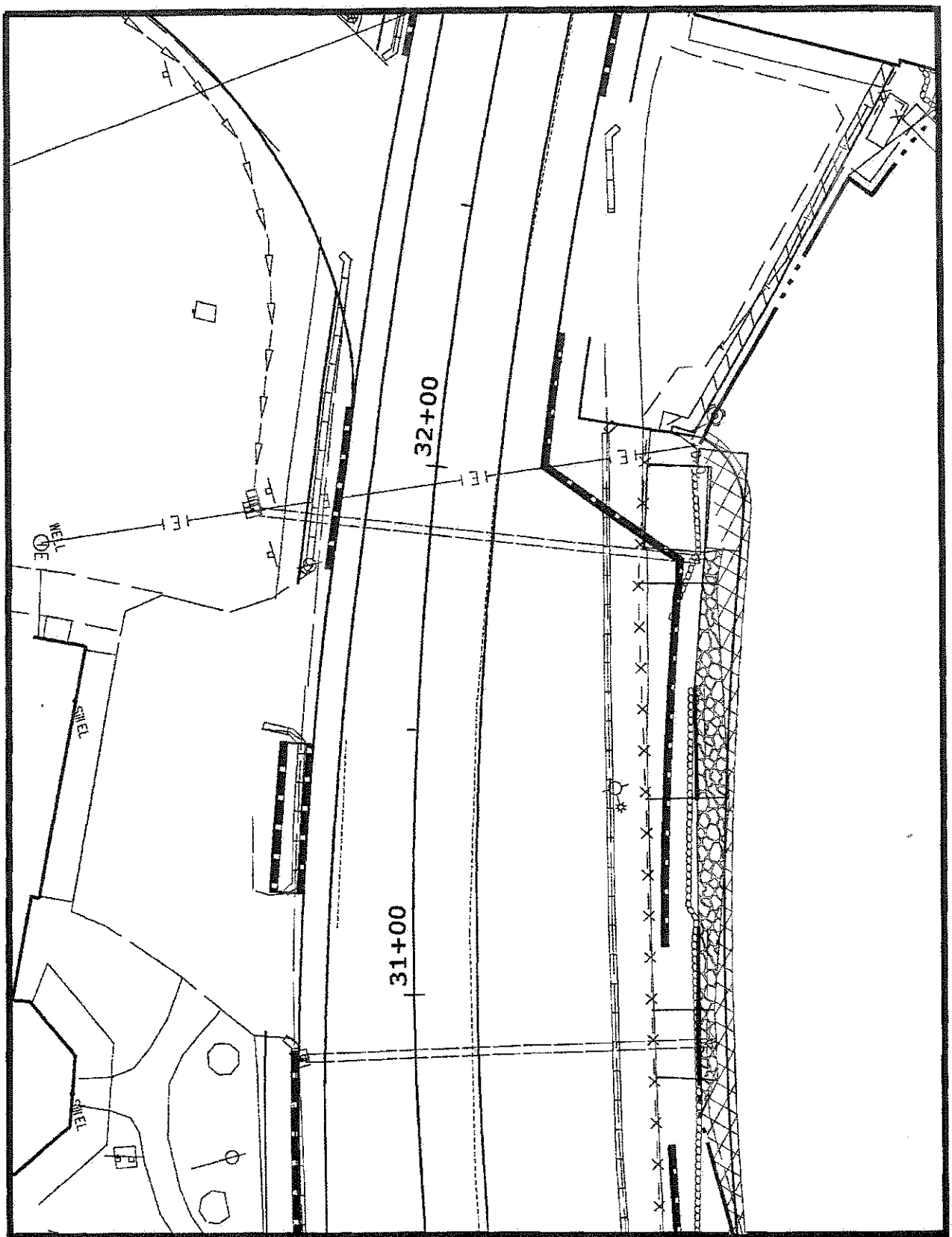
11060.00

PLANS



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

ROUTE 302 NAPLES
CUMBERLAND COUNTY

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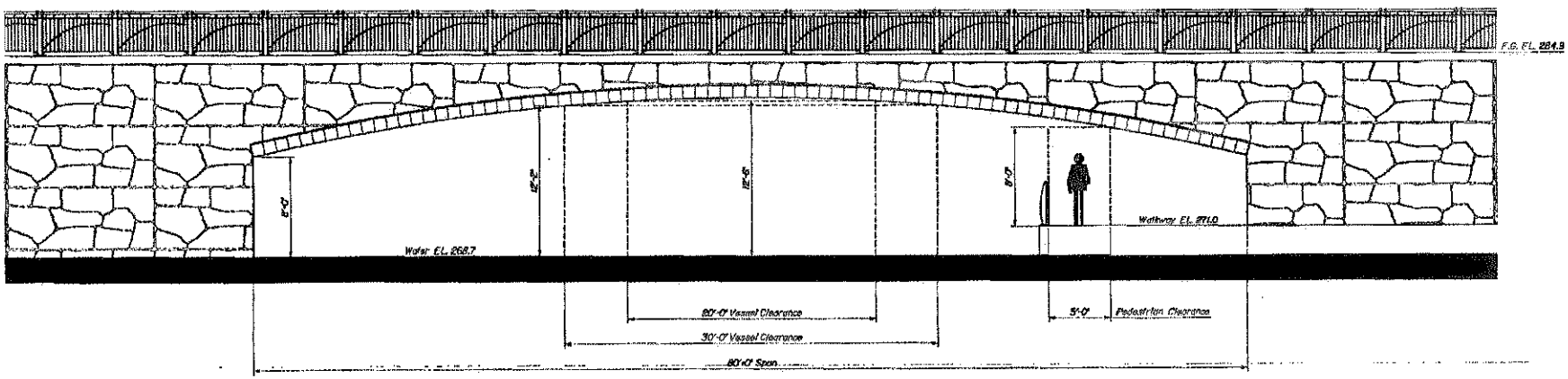
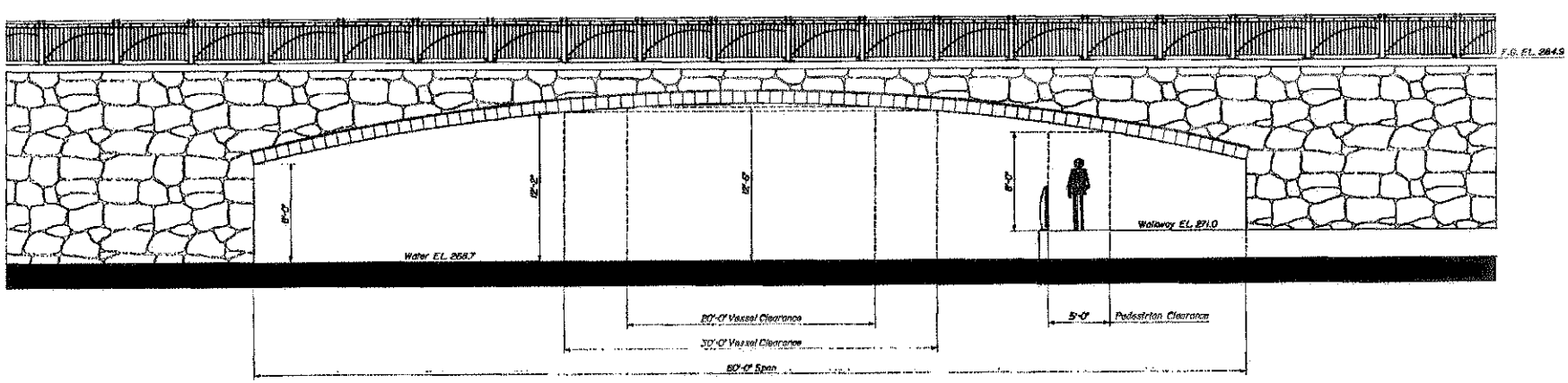
PLANS



SUTTERS MILL ROCK PATTERN



RANDOM FIELD STONE PATTERN

STATE OF MAINE DEPARTMENT OF TRANSPORTATION	ROUTE 302 NAPLES CUMBERLAND COUNTY
11060.00	PLANS

Cassida, James

From: VanDusen, Deane
Sent: Tuesday, July 20, 2010 2:35 PM
To: Cassida, James
Subject: ILF Invoice
Attachments: Naples ILF Project Worksheet.doc

Hi Jim -

I am requesting a DEP invoice be sent to DOT regarding the ILF amount for the Naples (DOT PIN 11060.00) project.

DEP provided a PBR # 49918 on 6-25-10; the Corps permit # NAE-2008-03014 was issued on 7-16-2008. The Corps permit specifically requires DOT to make a mitigation payment to the Natural Resource Mitigation Fund in the amount of $51,697.14.

Please find the ILF Project Worksheet attached.

Under "Description" on the invoice, please include the following information:

Natural Resource Mitigation Fee (ILF)
Route Rte 302, Naples
MaineDOT PIN 11060.00

DEP PBR # 49918
US Army Corps Permit # NAE-2008-03014

Please contact me with any questions regarding this request and/or the project. Thanks.

Deane

Deane C. Van Dusen, Manager
Field Services & Mitigation Division

Maine Department of Transportation
Environmental Office
State House Station 16
Augusta, Maine 04333
207-592-3198
207-624-3101 (fax)

IET17A11DT0088427
JD22386

INVOICE

[illegible]		
MAINE DEPT OF TRANSPORTATION - ENVIRONMENTAL OFFICE		
[illegible]	[illegible]	[illegible]
06AFIN6046	710729001	07-29-10
[illegible]	[illegible]	[illegible]
	06A:FIN1	08-29-10
[illegible]	[illegible]	[illegible]
	$494,786.20	

Remit to:

DEPT ENVIRONMENTAL PROTECTION
NATURAL RESOURCES SERVICE CTR
ATTN - MEAGHAN FOSTER
155 STATE HOUSE STATION
AUGUSTA Maine 04333-0155

Bill to:

MAINE DEPT OF TRANSPORTATION - ENVIRONMENTAL OFFICE
ATTN: DEANE VANDUSEN
SHS# 16, CHILD STREET
AUGUSTA Maine 04333-0016

Payment Method: Check ☐ Money Order ☐

☐ Please check if address has changed. Write correct address on back of stub and attach with payment

Please write Invoice No on front of check or Money Order. DO NOT MAIL CASH

Please detach the above stub and return with your remittance payable to PAY BY PV TYPE 9

ENVIRONMENTAL PROTECTION
[illegible]

[illegible]	[illegible]	[illegible]
06AFIN6046	07-29-10	08-29-10
[illegible]	[illegible]	[illegible]
MAINE DEPT OF TRANSPORTATION - ENVIRONMENTAL OFFICE	710729001	07-29-10

Invoice Charges

Ref Line No.	DESCRIPTION	Date of Service	No.of Units	Unit of Measure	Unit Price	Charges/ Credit
1	NATURAL RESOURCE MITIGATION FEE (ILF); DOWNEAST RAIL TRAIL - ELLSWORTH, MEDOT PIN 9636.00	07-29-10				$77,535.92
2	NATURAL RESOURCE MITIGATION FEE (ILF); ROUTE 32 -NAPLES, MEDOT PIN 11060.00	07-29-10				$51,697.14
3	NATURAL RESOURCE MITIGATION FEE (ILF); ROUTE 117 - NORWAY, MEDOT PIN 10020.00	07-29-10				$222,908.22
4	NATURAL RESOURCE MITIGATION FEE (ILF); ROUTE 17 -TWP D, MEDOT PIN 8670.10	07-29-10				$142,644.92
					TOTAL INVOICE Charges	$494,786.20

Other Charges

DESCRIPTION	Date	Charges
	07-29-10	

Credit Payments Applied	$0.00
Total Amount Due By 08-29-10	$494,786.20

Instructions

8670.10
4095 ✓
27 ✓
087

012 17A 1095 95 4199 $142,644.92
JN

Melissa Moore
8/5/10

Receivable History and Reference Query

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Department : 06A

Unit : ALL

Doc Dept : 06A

Document ID : 710729001

Customer : 06AFIN6046

Name : MAINE DEPT OF TRANS

Total Billed : $494,786.20
Total Liquidated : $194,342.06
Total to Collections : $0.00
Total Written Off : $0.00
Total Outstanding : $300,444.14
Closed Date :

	Accepted	Reference Document	Billed	Liquidated	Sent to Collection	Written Off
✓	07/29/2010	RE 06A 710729001 1	$494,786.20	$0.00	$0.00	$0.00
	08/05/2010	IET 17A 11DT0088927 1	$0.00	$142,644.92	$0.00	$0.00
	09/10/2010	IET 17A 11DT0098131 1	$0.00	$51,697.14	$0.00	$0.00

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