

Scarborough Project Agreement

Agreement made as of this 20th day of January, 2004, by and among GRANITE STATE GAS TRANSMISSION, Inc., a corporation organized and existing under the laws of New Hampshire, with a principal place of business at 325 West Road, Portsmouth, New Hampshire 03801 (GSGT), THE EASTERN TRAIL MANAGEMENT DISTRICT ("ETMD") a Maine not-for-profit corporation with an address at 21 Bradeen Street, Suite 304, Springvale, ME 04085-1922, and the TOWN OF SCARBOROUGH (the "Town"), a body municipal corporate and politic with Town Offices at P.O. Box 360, Scarborough, Maine 04070-0360 relating to the installation and maintenance of a multi-use trail, including the construction of a bridge and reconfiguration of a utility crossing over the Dunstan River in the Town of Scarborough to further the Eastern Trail.

WHEREAS, the State of Maine Department of Transportation is working with the ETMD and the Eastern Trail Alliance (ETA) on the development of the Eastern Trail, which shall be part of the East Coast Greenway, a non-motorized transportation corridor running the full length of the East Coast of the United States; and

WHEREAS, the Town, MDOT, and ETMD desire to construct the Scarborough portion of the Eastern Trail at the Project Site, as identified in Exhibit A; and

WHEREAS, MDOT and the ETMD have executed a Transportation Enhancement Project Agreement ("MDOT/ETMD Project Agreement") dated May 15, 2002, for Federal Project Number STP-1022(610)X and State PIN 010226.10 (The Project); and

WHEREAS, the ETMD may locate, construct, maintain and operate the Trail pursuant to an assignment of a trail easement governing approximately a 2,200 foot portion of the Project Site, dated April 9, 1999 and recorded at Book 14803, Page 246 in the Cumberland County Registry of Deeds, conveyed from the Scarborough Land Conservation Trust to the ETMD on September 24, 2002; and

WHEREAS, there currently exists through the Project Site an unimproved roadway open to the public for recreational purposes and as an access for the utility lines contained therein that the Project will improve for the Trail; and

WHEREAS, a portion of the Project Site is currently owned by the State of Maine acting by and through the Department of Inland Fisheries and Wildlife ("IFW"). Pursuant to the Dunstan River Agreement for Footbridge and Utility Crossing, executed May 1, 2002 between IFW, the Town and the ETMD, IFW has granted to the ETMD and the Town a Limited Use Agreement, recorded in the Cumberland County Registry of Deeds in Book 19766 at Page 150, to construct, install, use and maintain the Trail including a bridge crossing over the Dunstan River; and

WHEREAS, GSGT has an active natural gas line located through the Project Site pursuant to an easement dated October 29, 1965 from the State of Maine to Portland Gas Light Company, recorded in the Cumberland County Registry of Deeds in Book 2934, Page 180; and

WHEREAS, the Town shall own the completed Bridge; and

WHEREAS, GSGT has expressed to the ETMD and the Town the desire to relocate its Pipeline at the Bridge Site at its own cost as part of its own ongoing planned capital improvements, and

WHEREAS, The Scarborough Sanitary District may abandon their current utility bridge in favor of relocating, at their own expense to the proposed multi-use Bridge; and

WHEREAS, the ETMD has retained Wilbur Smith Associates to design the trail and a bridge capable of supporting the Pipeline and the Scarborough Sanitary District pipe and to assist the ETMD with the oversight of construction of the Trail and the Bridge; and

WHEREAS, the ETMD, the Town and GSGT desire to outline their respective operations, commitments, rights and responsibilities with regard to the Project so that the Project may move forward on or about April 1, 2004;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein ETMD, the Town and GSGT agree as follows:

Section 1 – Definitions

As used in this Agreement, the following terms have the meaning indicated:

MDOT – Means the Maine Department of Transportation

IFW – Means the Maine Department of Inland Fisheries and Wildlife

SSD – Means the Scarborough Sanitary District

Project Coordinator – Means Steve Workman who was appointed by the ETMD to coordinate and supervise all aspects of the Project on behalf of ETMD, or any successor to Steve Workman that may be appointed by the ETMD.

Project Engineer – Means Wilbur Smith Associates and its subcontractors who were contracted by the ETMD and are responsible for the design and construction oversight of the Project

The Trail – Refers in whole or in part to the all-season, non-motorized, multi-use, Eastern Trail that follows the former Boston & Maine (“B&M”) Railroad (Eastern Division) Corridor. This Agreement is specific to the portion of that Trail and corridor that is in Scarborough, Maine.

The Project Site – Identified in **Exhibit A** as the old Eastern Railroad Corridor in Scarborough, Maine from the Old Orchard Beach Town Line northward to Black Point Road.

The Project – Means the construction of the Trail and installation of a multi-use bridge at the Project Site (**Exhibit A**).

The Bridge Site – Identified in **Exhibit B** as the Dunstan River Crossing at the old Eastern Railroad Corridor to construct the approaches and abutments for the bridge.

The Bridge – Means the proposed multi-use, pre-fabricated bridge to be located at the Dunstan River Crossing on the old Eastern Railroad corridor as indicated in **Exhibit B** “Bridge Site” including any required paved approaches and/or aprons as may be needed for proper grading and access.

The Pipeline – Means the existing high pressure, natural gas transmission pipeline owned and operated by GSGT.

Minimum Guidelines for Construction – Refers to the *Columbia Gas Transmission Minimum Guidelines for Construction Activities in the Vicinity of Gas Pipelines*, dated January 17, 2001, attached hereto as **Exhibit C**

Section 2 – Agreement and Consent, Easement for Pipeline and Maintenance and Repair of Bridge

2.1 Agreement to Installation: Subject to the terms of this Agreement, GSGT hereby agrees solely to the installation of approximately 150 feet of the Trail on either side of the Bridge and the Bridge at the Project Site and Bridge Site.

2.2 Consent to Utility Location on the Bridge: Subject to the terms of this Agreement, the Town consents to the location of the Pipeline on the Bridge. GSGT agrees to the location of the SSD forced sewer line on the Bridge consistent with good utility practice.

The ETMD and GSGT agree to negotiate in good faith a Co-Location Agreement to express the conditions under which GSGT agrees that the improvement to the existing roadway through the Project Site for the Trail outside of the Bridge Site will not interfere with the operation of the Pipeline. If the parties fail to agree on such a written Co-Location Agreement, it is the nonetheless the intent of the ETMD to proceed with the improvement of the roadway and installation of the Trail beyond the Bridge Site in cooperation with GSGT and without unreasonable interference with the operation of the Pipeline.

2.3 Grant of Pipeline Easement: The Town grants to GSGT an easement to install, maintain, repair and replace the Pipeline on the Bridge, once constructed, for so long as the Bridge exists.

2.4 Maintenance and Repair of the Bridge: As provided in the Transportation Enhancement Project Agreement between the ETMD and MDOT dated May 15, 2002 for Federal Project Number STP-1022(610)X and State PIN 010226.10, the ETMD is obligated to maintain the Bridge in good condition and repair for a period of twenty (20) years or its useful design life, whichever is longer. If the ETMD dissolves, the Town has agreed to maintain the Bridge in good condition and repair for its useful design life.

2.5 Reserved Rights: The Town reserves the right to place or grant a license or easement for the placement of fiber optic cable(s) provided such placement is consistent with good utility practice and shall not interfere with the Pipeline or SSD forced sewer line.

Section 3 – Design/Engineering Phase

3.1 Preparation of Project Plans: The Project Coordinator shall be responsible for coordinating the design and engineering work for the Project. The Project Engineer shall be responsible for the performance of the design, engineering, and construction of the Bridge. GSGT shall work with the Project Coordinator and Project Engineer to timely provide appropriate specifications and technical information related to its Pipeline to facilitate the final plans, drawings and engineering work and review for the Project.

3.2 Preparation of Pipeline Realignment Plans: GSGT shall be solely responsible for any design work related to the realignment and relocation of its Pipeline (not the design of the Bridge itself) at the Bridge Site. Any such design work pertaining to the realignment and relocation of the GSGT

Pipeline shall be done at GSGT's sole expense, and in coordination with the ETMD and Project Engineer.

- 3.3 **GSGT Document Review:** The ETMD shall provide GSGT with copies of all maps, surveys, plans, specifications and permit documentation as each becomes available. GSGT will timely perform engineering review and evaluation and provide field inspection and site preparation services, within the applicable scheduled project deadlines as may be reasonably necessary and appropriate for the protection of its Pipeline.
- 3.4 **Required Permits:** It shall be the responsibility of the ETMD and the Project Engineer to obtain all required permits for the Project, except that GSGT shall timely obtain, within the applicable scheduled project deadlines, any necessary permits related to the relocation of its Pipeline. GSGT shall provide the ETMD with a copy of all permit documents that relate to the construction and operation of the Pipeline at the Bridge Site.

Section 4 – Construction Phase

- 4.1 **Bid Release:** It is the intent of the ETMD to release the bid documents on or about January 1, 2004. In consideration thereof, GSGT shall work with the ETMD to timely provide any reasonable information required to complete the bid documents.
- 4.2 **Use of ETMD Contractor(s):** It is GSGT's responsibility to cut the existing pipeline and clean it. It is the responsibility of ETMD to remove GSGT's pipeline and existing pipeline supports. It is contemplated that GSGT may wish to use an ETMD contractor to accomplish any or all work that may be the sole responsibility of GSGT as GSGT places the Pipeline on the Bridge. If GSGT uses a ETMD contractor, GSGT shall enter a separate contract with the contractor. GSGT shall keep the Project Coordinator aware of all aspects of such work as it may impact ETMD work on the Trail and Bridge.
- 4.3 **Selection of Consultants:** In accordance with the MDOT/ETMD Project Agreement, the ETMD shall be responsible for the selection and hiring of consultants and/or contractors to perform any engineering, construction, fabrication or installation work related to the Project. Contractor selection will be based on lowest responsive, responsible bidder. The final ETMD selection must be approved by the MDOT prior to offering a contract. GSGT shall have the exclusive right to select any consultants and/or contractors to perform within the applicable scheduled project deadlines, and at its sole cost, engineering, construction, fabrication or installation work directly related to its Pipeline.
- 4.4 **Construction Schedule:** It is the intent of the ETMD to begin construction of the Trail on or about April 1, 2004 and on or about June 1, 2004 for the Bridge. In consideration thereof, the ETMD and GSGT shall work to develop a mutually agreed upon construction schedule which shall include the timing and sequencing of any work which may impact or involve the Pipeline. Such schedule shall be subject to the reasonable ability to take the Pipeline out of service during construction of the Bridge and shall be subject to any other applicable permit approvals. The Project Coordinator will hold meetings as necessary to discuss the timing and sequencing of any work which may impact or involve the Pipeline. GSGT will provide an eight (8) week window for Bridge construction and installation, during which the Pipeline will be taken out of service and cut back from the Bridge Site. GSGT agrees on a best efforts basis to keep this window open once determined. After contracts have been signed for construction and installation during such window, GSGT shall keep the window as set, except in the event of extraordinary, unforeseen circumstances which would require a shift in the window or as set forth in Section 4.5.

- 4.5 Acknowledgement:** Given GSGT's gas service obligations, the ETMD and GSGT will use their best efforts to assure that the ETMD's contractor(s) complete the work sufficiently to allow the Pipeline to be put back in service no later than September 1, 2004. In the event that by August 1, 2004 or anytime thereafter it appears that work is delayed so that it will not be sufficiently complete to allow the Pipeline to be put back in service no later than September 1, 2004, the ETMD will provide written and oral notice to GSGT so that GSGT may begin commercially reasonable efforts to assure that GSGT can meet its service obligations for November 1, 2004. Unless the cause of such delay is an act of God or is the fault of GSGT or its contractor(s), the ETMD shall be responsible to reimburse GSGT for its reasonable direct costs incurred following such notification for maintenance of GSGT's contractual service obligations in accordance with Section 5.1, until the Bridge work is completed sufficiently to allow the Pipeline to be put back in service.

In the event that the ETMD's contractor(s) have not completed the work sufficiently to allow GSGT to commence putting the Pipeline back in service by Monday, August 2, 2004 then the ETMD shall reimburse GSGT for any out of pocket third party costs that GSGT may incur to re-mobilize its contractor(s) to commence putting the Pipeline back in service at a later date, not to exceed twenty thousand (20,000) dollars.

- 4.6 Construction Supervision:** GSGT agrees to work with the Project Coordinator, Project Engineers, and Contractors to arrange for personnel to be present at appropriate times as defined below and in accordance with the Project schedule to oversee any contractors or subcontractors who may be working near to the Pipeline. Supervision shall be required any time work is being done within GSGT's 33-foot easement area. GSGT shall have the right to stop work immediately if the Pipeline or the safety of the public are or might be negatively impacted. Immediately following the decision to stop work, the Project Coordinator must be contacted and a meeting held with GSGT, the Project Coordinator, the Project Engineer and the Contractor to evaluate the concern(s) and determine a corrective course of action.
- 4.7 Dig Safe:** The ETMD or its agents will follow and comply with the state requirement that 48 hours before excavation Dig Safe is to be called. Such notification shall alert all applicable underground facilities and cause such facilities to be identified and marked prior to the start of construction activities.
- 4.8 Minimum Guidelines for Construction:** Except as may be noted herein, the ETMD shall observe the Minimum Guidelines for Construction.
- (A) GSGT shall schedule personnel for supervision of construction activities in accordance with the mutually agreed to Project schedule.
 - (B) Other than during construction and/or installation of the Trail and the Bridge, when temporary changes may occur as a result of construction activities, the existing levels of ground cover above and within five (5) feet of either side of the Pipeline shall not be reduced or increased as a result of the Project unless previously presented to GSGT during the design and review process. Where GSGT wishes to increase the level of cover over its Pipeline in connection with its own capital improvements, ETMD shall reasonably accommodate GSGT in such efforts, provided however, that any costs associated with improvements to cover shall be borne entirely by GSGT and GSGT's work shall not hinder or delay the construction and/or installation of the Trail or Bridge. Such additional work by GSGT may not compromise the ETMD's obligation to follow any applicable federal and state guidelines.

- (C) ETMD, the Town and GSGT acknowledge that the approach on each side of the Bridge may require paving or the application of a comparable material to prevent erosion and maintenance concerns that will affect safe operation of the trail and utility line(s). The Bridge abutments shall be made of concrete which the Pipeline will have to pass through in order for it to be located on the underside of the Bridge.
- (D) GSGT shall provide the Project Engineer with any weight restrictions or acceptable weight ranges for construction equipment working on or within 7 feet of the Pipeline for inclusion in Project bid documents so that prospective contractors may include such limits in any bid packages prepared for the Project.

Section 5 – Reimbursements

- 5.1 **Reimbursement Procedure:** The party requesting reimbursement shall submit an official invoice to the other. The invoice should include the total amount due, a breakdown of the task(s) completed or material(s) purchased. The receiving party shall check the invoice against the original estimate; resolve any differences and then issue payment. Payment shall be due within 30 days from the receipt of a proper invoice. In the event that timely payment is not made, interest will be charged on the outstanding balance equal to one and one-half percent (1½ %) per month. Such interest shall accrue on unpaid amounts beginning on the payment due date and shall terminate when such invoice is paid. Such interest will not be payable if such failure to pay is the result of a bona fide dispute of any such charges or costs.

Section 6 – Project Expenses

- 6.1 **Bridge Related Document Review:** ETMD, the Town and GSGT agree that any review of plans, specifications, weights, agreements, contracts, and easements shall be done by their respective employees, engineers, attorneys, consultants, etc., at their own expense and shall not be deemed a reimbursable Project expense. With the exception of those costs set forth in section 4.5, ETMD, the Town and GSGT do not expect to receive any fees or other payments under this Agreement.
- 6.2 **Bridge Related Construction Supervision:** All parties hereto agree that any supervision of construction, excavation or fabrication activities related to the Bridge shall be done by their respective employees, engineers, consultants, etc., at their own expense and shall not be deemed a reimbursable Project expense.
- 6.3 **Removal & Disposal of Existing Pipeline Structure:** The expense and labor to cut, cap and otherwise prepare for removal the existing section of Pipeline and support structure at the Bridge Site shall be the responsibility of GSGT. The expense and labor to remove the existing section of Pipeline and support structure at the Bridge Site shall be the responsibility of the ETMD and paid out of Project funds. The ETMD will place the removed pipe and support structure at the appropriate staging area for removal by GSGT. The cost and labor to dispose of the removed pipe and support structure shall be the responsibility of GSGT.
- 6.4 **Bridge Design and Construction:** All expenses associated with the Bridge, except as noted herein, shall be considered an eligible Project expense and shall be paid by the ETMD from Project funds. Expenses shall include: Design of a bridge structure that will carry people, the Pipeline and the SSD sewer pipeline, cost to manufacture and deliver the structure, the rollers and hangers required to hang the Pipeline from the structure, materials for and construction of the abutments, the sleeves through the abutments for the Pipeline and material for and construction of the approaches.

- 6.5 GSGT Pipeline Relocation:** The cost of physical relocation of the Pipeline onto the Bridge, any realignment of the Pipeline needed to approach the Bridge and all materials related to the operation of the Pipeline shall be borne by GSGT and shall not be considered a Project expense eligible for reimbursement.

Section 7 – Miscellaneous

- 7.1 Acknowledgement of Contingency:** ETMD, the Town and GSGT acknowledge that all of the obligations under this Agreement are contingent upon approval by MDOT of all design plans, bridge specifications and Project Costs. With the exception of those costs set forth in Section 4.5, in the event that MDOT does not provide such approval and funds are withheld or reallocated, all funding obligations under this Agreement, if any, of GSGT, the ETMD or Town shall terminate.
- 7.2 Entire Agreement:** This Agreement, including its exhibits, constitutes the entire agreement among ETMD, the Town and GSGT regarding the mutual obligations of the ETMD, Town, and GSGT contained herein, and supersedes all previous oral or written understandings, agreements, commitments, or representations among ETMD, the Town and GSGT concerning GSGT and the Project. This Agreement shall not affect any of the obligations of the Town and ETMD under any other Project agreements to which GSGT is not a party. This Agreement may not be changed, amended, or modified in any way, and none of its provisions may be waived, except as may be agreed to in writing and executed by authorized officers of the ETMD, the Town and GSGT.
- 7.3 Severability:** If any one or more of the provisions contained in this Agreement, or the application thereof in any circumstance, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions of this Agreement shall not be in any way impaired, unless the provisions held invalid, illegal or unenforceable shall substantially impair the benefits or the remaining provisions hereof.
- 7.4 Successors and Assigns:** This Agreement shall be binding upon and shall inure to the benefit of ETMD, the Town and GSGT and their respective legal representatives, successors and permitted assigns.
- 7.5 Governing Law:** This Agreement, the rights and obligations of ETMD, the Town and GSGT and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Maine.
- 7.6 Limitation of Town's Liability:** The Town joins in this Agreement for the sole purpose of giving its consent to the work of GSGT and the ETMD to be performed upon the Bridge which will be owned by the Town. The Town, except as set forth in Section 7.7, shall in no way be liable for the action, performance, or default of either GSGT or the ETMD with respect to their obligations hereunder. This clause shall not vary or derogate from any liability the Town may have under any prior Agreement(s) signed by the Town, and is intended solely to limit the Town's liability under this Agreement.
- 7.7 Mutual Indemnity:** The ETMD agrees to indemnify and hold harmless the Town and GSGT for and against any loss, cost, damage or expense arising from any negligent act or omission of the ETMD in connection with this Agreement. GSGT agrees to indemnify and hold harmless the Town and the ETMD for and against any loss, cost, damage or expense arising from any negligent act or omission of GSGT in connection with this Agreement. The Town agrees to indemnify and hold harmless the ETMD and GSGT for and against any loss, cost, damage or expense arising from any negligent act or omission of the Town in connection with this Agreement. The indemnities in this paragraph shall not

apply to any consequential or punitive damages. Nothing in this paragraph shall be deemed to be a waiver by the Town of its immunity under the Maine Tort Claims Act.

7.8 **Lien Waiver:** ETMD and GSGT expressly waive and relinquish any rights that either of them may have pursuant to Maine's Mechanics Lien laws, 10 M.R.S.A. § 3251 et seq., to file or make in whatever manner a mechanics lien in any Registry of Deeds or Court against any Town-owned property affected by or referred to in this Agreement, for any services, labor, or materials supplied by ETMD or GSGT. ETMD and GSGT expressly agree that this provision is supported by adequate consideration.

ETMD and GSGT agree that a paragraph substantially similar to this paragraph will be placed in any subcontract entered into between ETMD or GSGT, and any other entity, and all other lower tier subcontracts between any entities, for any services, labor or materials being supplied to the property referred to in this Agreement. ETMD shall provide the notice attached hereto as **Exhibit D** to all lower tier subcontractors or material suppliers of whatever kind, regardless of whether ETMD or GSGT have a contract with the subcontractor or material supplier.

IN WITNESS WHEREOF, the parties hereof have executed this instrument acting through their duly authorized representatives as of the day and year first above written.

Seen and agreed to

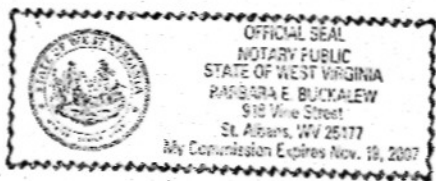
GRANITE STATE GAS TRANSMISSION, INC.

By: Victor Gaglio
Name: Victor Gaglio
Title: Vice-President
Date: 1/19/04

State of West Virginia
County of Kanawha

1/19, 2004

Thence personally appeared the above-named Victor Gaglio, as aforesaid, who acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Granite State Gas Transmission, Inc.



Before me,
Barbara E. Buckalew
Notary Public/Attorney at Law
Printed Name: Barbara E. Buckalew
My commission expires: Nov. 19, 2007
Title: Administrative Assistant II/Notary

EASTERN TRAIL MANAGEMENT DISTRICT

Seen and agreed to

[Signature]

By: [Signature]

Name: Barry Tibbetts

Title: President

Date: 12/31/03

State of Maine

County of York

Dec 31, 2003

Thence personally appeared the above-named Barry Tibbetts, as aforesaid, who acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the Eastern Trail Management District.

Before me,

[Signature]

Notary Public/Attorney at Law

Printed Name: Steve Workman

My commission expires: _____

Title: _____

STEVE WORKMAN
Notary Public, Maine
My Commission Expires October 11, 2008

Seen and agreed to

TOWN OF SCARBOROUGH, MAINE

By: [Signature]

Name: RONALD W. OWENS

Title: Town Manager

Date: 1/2/04

State of Maine

County of Cumberland

January 2, 2004

Thence personally appeared the above-named Ronald W. Owens, as aforesaid, who acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the Town of Scarborough, Maine.

Before me,

[Signature]

Notary Public/Attorney at Law

Printed Name: _____

My commission expires: _____

Title: _____

Exhibit A - Project Site

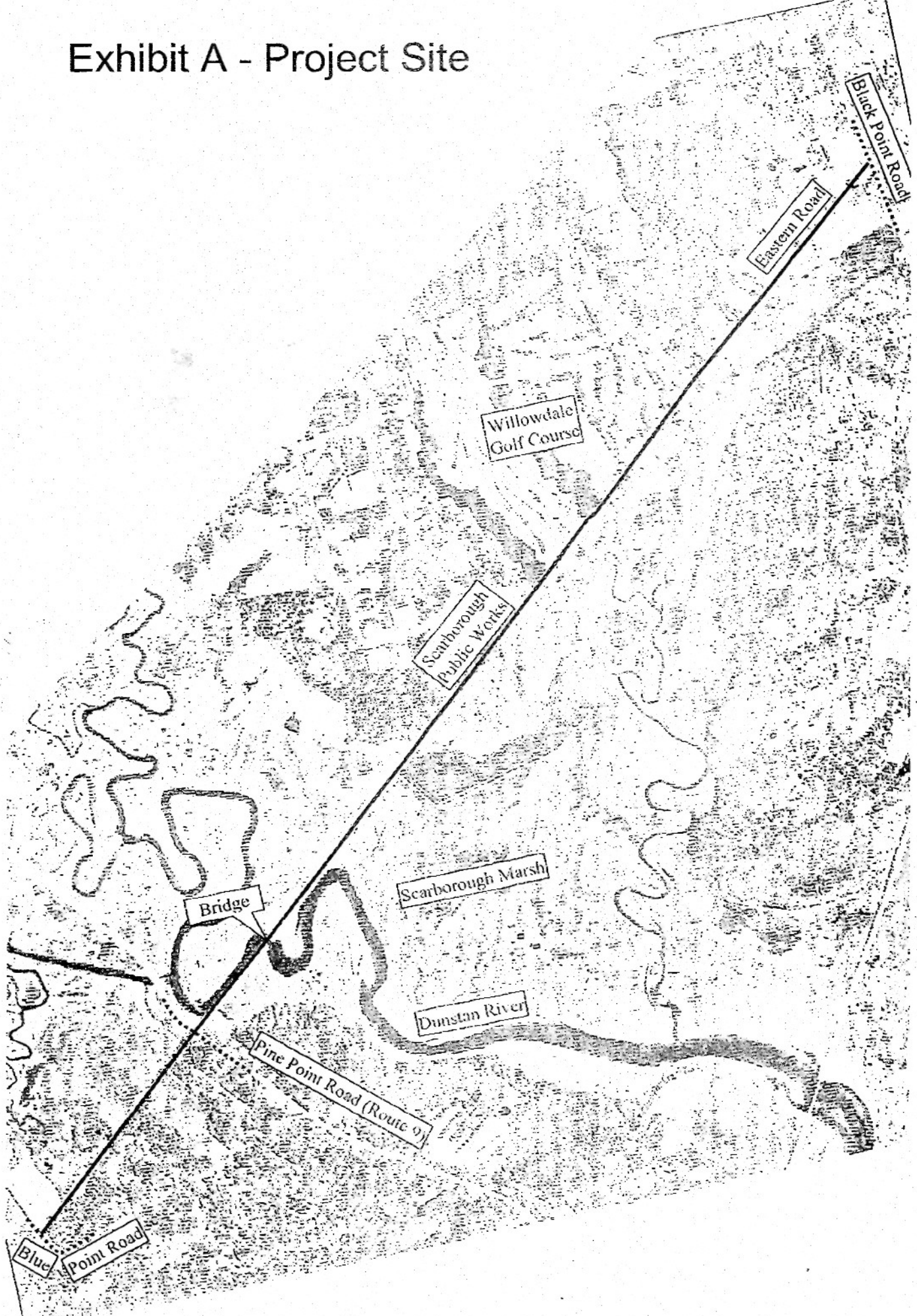


EXHIBIT B

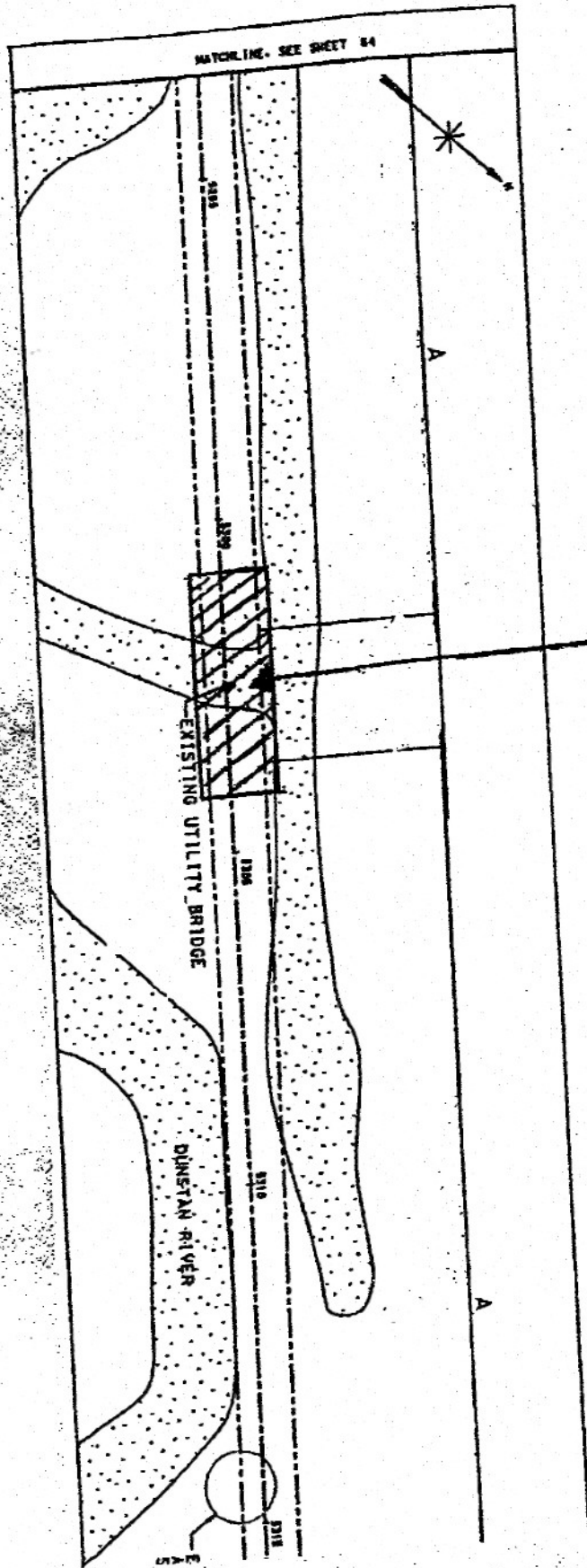


Exhibit C – Minimum Guidelines for Construction

Columbia Gas Transmission Corp.

Minimum Guidelines For Construction Activities In The Vicinity Of Gas Pipelines

Columbia Gas Transmission Corp.'s (Columbia) minimum guidelines for construction activities are intended to ensure the safety of the public and preserve the integrity of Columbia's facilities. Columbia will cooperate to the extent possible in the use of property in the vicinity of its facilities, but to protect public safety and assure the nation's continuous supply of energy deliveries, Columbia cannot allow its facilities and attendant property rights to be compromised.

To minimize conflicts and delays, property owners and developers are encouraged to consult Columbia in the design phase of their project and receive acknowledgement of their construction plans before obtaining zoning permits and committing to construction schedules.

Construction

No construction or excavation activities of any kind, including blasting, shall be done on Columbia's right of way area before Columbia personnel have established the actual location of all affected facilities and the limits of the ROW area. Columbia personnel must be present during any construction or excavation activities.

Notification

Columbia must be notified according to the state one-call regulations before construction begins in the vicinity of its facilities. This notification shall be made through the appropriate state one-call notification service, but follow up contact should be made with the local Columbia Gas Transmission office.

Excavation in the vicinity of pipelines/buried facilities

No excavation shall be made on the pipeline right-of-way without prior notification to Columbia through the state one-call notification service. Subsequent follow-up must be made to Columbia to seek approval for the proposed construction. Approved excavations that are done above, below or within three-feet of either side of the pipeline shall be dug using hand tools.

Crossing pipelines with heavy equipment

To adequately protect Columbia pipelines from potential damage by heavy equipment crossing the right-of-way, Columbia may require heavy equipment operators to install mats, dirt pads, or other approved protective materials. All proposed road crossings of buried facilities must be evaluated by Columbia personnel. The additional over-burden must be removed after construction unless otherwise directed by Columbia personnel.

Blasting

Any blasting proposed within 300 feet of Columbia facilities must have prior written acknowledgement by Columbia. Acknowledgement must be requested by submitting a blasting plan for evaluation by Columbia personnel. Any modifications to the blasting plan must be acknowledged by Columbia in writing. The blasting contractor may be required to monitor and record seismic shock at the facilities.

Directional Drilling or Boring

When directional drilling or boring is proposed under Columbia's pipelines or buried facilities, contractors shall submit plans to Columbia for review. Adequate clearance must be maintained from Columbia's facilities and additional excavations may be required to ensure adequate clearance. As built plans are required for all borings.

Operating Area of Storage Wells

In order to safely and efficiently operate and maintain Columbia's natural gas storage fields, Columbia requires up to 300-foot or larger clear area around each well. Accordingly, the company requires notification of, and reserves the right to object to, any proposed above-ground or below-ground construction activities or placement of objects closer than 300 feet in any direction of a wellhead.

Exhibit C – Minimum Guidelines for Construction

Rights-of-Way

The requirements listed below are minimum standards that Columbia requires for construction in the vicinity of its pipeline rights-of-way to protect public safety and the integrity of its facilities. A review of individual plans and property rights may reveal more specific requirements.

1. The existing cover over pipelines, which is normally 36-inches, shall be maintained. The minimum earth cover over pipelines at all street and road crossings, including the adjacent ditch line, shall be 36-inches; 60-inches minimum cover shall be maintained at stream and river crossings.
2. Above ground or below ground structures or obstructions of any type shall not be placed within the easement area of any pipeline, which is generally 25 feet each side of the pipeline.
3. Pipeline easements shall not be shared longitudinally with other utilities. All water valves, curb boxes, manholes, etc. must be outside the easement. Other utilities which cross Columbia pipelines must do so at or as near 90 degrees as practical and with a minimum of 12-inches vertical clearance. Any crossing not installed below Columbia's pipelines must have prior written consent from Columbia. Cable or wire utilities must be in conduit the full width of the easement. For safety reasons, all electric and fiber optic lines crossing Columbia's pipelines shall be surrounded with a minimum of six inches of concrete for the full width of the right-of-way. Metallic warning flags shall also be buried above all cable, wire utility, or fiber optic lines crossing a TCO Right-Of-Way. All crossings must be approved by Columbia before installation begins.
4. Roads shall cross pipelines at or as near 90 degrees as practical, but at angles not less than 45 degrees. The entity constructing the street must pay for any measures required by Columbia to protect its pipeline(s). Such protective measures shall be designed and/or approved by Columbia personnel.
5. Paved areas, such as parking lots, shall not be allowed over the easement unless the pavement can be altered so as not to impact the safe and reliable operation and maintenance of Columbia's pipeline. Concrete paving in Columbia's right-of-way is prohibited. Consequently, all plans for pavement within a Columbia right-of-way must be submitted and acknowledged by Columbia personnel before paving can begin.
6. Septic tanks and leach fields should be placed so they drain away from the pipeline where practical. In no case shall they be placed in the easement area.
7. The right-of-way may be planted in lawn and small shrubs (less than 5 feet tall) or may be used for normal agricultural purposes. However, shrubs will not be allowed within 5 feet each side of the pipeline. Shrubs greater than 5 feet tall and trees, including fruit or nut bearing trees of any kind, are prohibited within the right-of-way.
8. Fences that block visual inspection or interfere with access to Columbia's facilities are prohibited within Columbia rights-of-way. Fences permitted by Columbia to cross its rights-of-way must be designed with 12-foot gates centered on the pipelines and must cross at or as near to 90 degrees as possible.

Note: These guidelines supersede any and all prior guidelines and/or directives pertaining to activities and placements on or near Columbia Gas Transmission facilities. Existence of, or the ramifications from, the implementation of prior guidelines will not dictate, direct or provide for exemption of any of the above guidelines.

January 17, 2001

For more information, call the appropriate Columbia representative.

Ohio and Pennsylvania: 330-721-4177

West Virginia & Kentucky: 304-373-2403

Delaware, Maryland, North Carolina
New Jersey, New York, Virginia: 540-465-6429

EXHIBIT D

NOTICE OF PREVENTION OF LIEN

Please take notice that the Town of Scarborough, a body municipal corporate and politic with town offices at P.O. Box 360, Scarborough, in the County of Cumberland and State of Maine, files this Notice of Prevention of Lien pursuant to 10 M.R.S.A. § 3252 to give notice to all persons who do not have a contract with the Town of Scarborough and are providing labor, materials, or services to the Project Site referred to as the Scarborough Portion of the Eastern Trail, that no mechanics lien may be filed against the property referred to above, and that the Town of Scarborough will not be responsible for any labor, materials, or services provided, or any mechanics lien that seeks recovery of the labor, materials, or services provided.

This notice is provided pursuant to 10 M.R.S.A. § 3252.

IN WITNESS WHEREOF, the said Town of Scarborough has caused its name to be hereunto affixed and this Notice to be signed and sworn to by Ronald Owens, Town Manager, hereunto duly authorized this _____th day of _____, 2003 at Scarborough, Maine.

Town of Scarborough

By: _____

STATE OF MAINE
CUMBERLAND, ss.

_____, 2003

Personally appeared the above-named _____, _____ of the Town of Scarborough and made oath and swore to the truth of the statements contained in the above Notice by him signed.

Notary Public