

Scarborough Co-Location Agreement

Agreement made as of this ^{29th} day of ^{April} 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, as is more specifically defined herein.

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, 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, 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, GSGT has an active natural gas line located through the Project Site pursuant to a non-exclusive easement ("Existing 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 ETMD has retained Wilbur Smith Associates to design a Trail that will improve the existing roadway and to assist the ETMD with the oversight of construction of the Trail; 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 May 17, 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

The Corridor – 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 Site – Refers to the initial construction/installation of the Trail, it shares the same definition as Corridor and is 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 Co-Location Area – Means any area where the Trail overlaps GSGT's easement area within the Corridor and as identified on the most current approved Trail Plan.

The Project – Means the initial construction/installation of the Trail and the installation of a multi-use bridge at the Project Site (Exhibit A), such bridge site installation and construction covered under Agreement dated January 20, 2004 among the Parties.

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 Bridge Site – Identified in Exhibit B as the area where the Dunstan River crosses the Corridor.

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

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

Section 2 – Co-Location

- 2.1 **Co-Location:** The ETMD and Town hereby agree to design, construct, install, operate and maintain the Trail in accordance with the terms and conditions of this agreement so as not to interfere with GSGT's operation and maintenance of the Pipeline within the Co-Location Area. GSGT agrees to the Co-Location in accordance with the terms of this Agreement.
- 2.2 **Sound Practices:** The ETMD and Town agree to ensure that at all times the initial and any subsequent design, construction, installation, operation, and maintenance of the Trail and all access to and by their volunteers, employees, agents and contractors on or about the Co-Location Area comply with (a) sound engineering and construction practices; (b) all applicable - engineering, environmental, safety and other standards, statutes, laws, ordinances, rules, directives, orders, guidelines and regulations (whether now or hereinafter enacted) reasonably requested by GSGT or imposed by any federal, state or local governmental authority.
- 2.3 **Reservation of Rights:** GSGT reserves and shall have the right to use the Co-Location Area for any lawful purpose as provided in GSGT's Existing Easement. Nothing contained herein is intended to limit or restrict

GSGT's right or ability to place additional pipeline(s) or facilities in the Existing Easement or to acquire additional or different land rights. GSGT shall make reasonable attempts to minimize the impact to the Trail or its components and shall undertake reasonable restoration of any portions of the Trail or its components disturbed during any such future expansion.

- 2.4 Prohibited Uses:** The Co-Location Area shall not be used by all terrain vehicles and snow mobiles except by the Parties hereto to accomplish the terms and conditions of this Agreement.

Section 3 – Initial Construction of the Trail

- 3.1 GSGT Review of Construction Plans:** The ETMD will provide GSGT with engineering and construction plans. GSGT will timely perform engineering review and evaluation and provide field inspection and site preparation services, within the applicable scheduled project deadlines as mutually agreed to by GSGT and ETMD as may be reasonably necessary and appropriate for the protection of its Pipeline.
- 3.2 Construction Schedule:** It is the intent of the ETMD to begin construction of the Trail on or about May 17, 2004 and on or about June 1, 2004 for the Bridge. The Project Coordinator will hold timely meetings as necessary with GSGT to discuss the timing and sequencing of any work which may impact or involve the Pipeline.
- 3.3 Construction Supervision:** GSGT agrees to work with the Project Coordinator, Project Engineers, and Contractors to arrange for personnel to be present at appropriate times including those as defined in Section 3.5 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.
- 3.4 Work Stoppage:** Under the provisions of Section 4 of this Agreement, GSGT shall have the right to stop work immediately if the Pipeline or the safety of the public or GSGT employees or its agents or ETMD personnel and its agents are or might be negatively impacted during construction. Immediately following the decision to stop work during construction, 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.
- 3.5 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.
- 3.6 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 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 a project unless previously approved by GSGT during the design and review process. Where GSGT wishes to increase the level of cover over its Pipeline in connection with operation and maintenance and replacement of the Pipeline, 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 materially hinder or delay the construction and/or installation or the operation of the Trail. Such additional work by GSGT may not compromise the ETMD's obligation to follow any applicable federal, state and municipal guidelines.

- (C) GSGT shall provide the Project Engineer with any weight restrictions or acceptable weight ranges for construction equipment working in the Co-Location Area or that must travel over the Pipeline for inclusion in bid documents so that prospective contractors may include such limits in any bid packages prepared for the Trail.

3.7 Required Permits: It shall be the responsibility of the ETMD and the Project Engineer to obtain all required permits for the Project.

3.8 Construction Related Expenses

- (A) **Bridge and Bridge Site Related Expenses:** Nothing in this Agreement shall effect the obligations of the Town, ETMD and GSGT to pay expenses related to the Bridge and work done at the Bridge Site as outlined and agreed to by the parties in the Scarborough Project Agreement, January 20, 2004.
- (B) **Trail Related Document Review:** GSGT's expense to review the engineering plans, specifications, or weights related to the Trail (not to include the Bridge) shall be considered an eligible Project expense to be reimbursed by the ETMD from Project funds. An estimate is required as outlined in 6.1.
- (C) **Trail Related Construction Supervision:** GSGT's expense to supervise or inspect construction or excavation activities related to the Trail (not to include the Bridge) and as outlined in Section 3.3 shall be considered an eligible Project expense to be reimbursed by the ETMD from Project funds. An estimate is required as outlined in Section 6.1.
- (D) **Trail Design and Construction:** All expenses associated with the design and construction of the Trail, except as noted herein, shall be considered an eligible Project expense and shall be paid by the ETMD from Project funds.

Section 4 – Endangering Condition

- 4.1 Endangering Condition:** For the purpose of this Agreement, an Endangering Condition is one that in the reasonable judgment of GSGT threatens the physical integrity of the Pipeline, could interfere with the transmission of gas or presents a threat to public or GSGT employee or its agents or ETMD personnel and its agents safety (hereinafter "Endangering Condition").
- 4.2 Immediate Endangering Condition:** GSGT may immediately suspend or temporarily prohibit the use of portions or all of the Co-Location Area and take immediate corrective action if in the reasonable judgment of GSGT there is an immediate Endangering Condition. Upon such suspension GSGT shall notify the ETMD of such action taken. - GSGT shall not be responsible for any damage to the Trail in regard to such corrective action. GSGT shall restore any portions subject to corrective action to substantially similar condition.
- 4.3 Non-Immediate Endangering Condition:** If in the reasonable judgment of GSGT there exists an Endangering Condition that is the result of the use of the Trail or is created by the ETMD in its exercise of its rights within the Co-Location Area which does not present an immediate threat to the Pipeline, transmission of gas or public or GSGT employee or its agents or ETMD personnel and its agents safety, GSGT shall require the ETMD to take corrective action by providing verbal and written notification of such Endangering Condition to the ETMD by certified mail, return receipt requested. The ETMD shall, within a reasonable time not to exceed 15 days, initiate action suitable to promptly correct or abate the Endangering Condition. Should the ETMD fail to initiate such appropriate corrective action within the prescribed period, GSGT may:
 - (A) Enter upon the Co-Location Area to take the steps reasonably necessary to correct the Endangering Condition. All reasonable expenses for such corrective action shall be reimbursed to GSGT by the ETMD in accordance with Section 6; and/or

- (B) Temporarily suspend access to that portion of the Co-Location Area affected by the Endangering Condition until such condition is corrected or sufficiently abated.

Section 5 – Operation, Maintenance and Repair of the Co-Location Area

5.1 Vehicular Access to the Corridor: In accordance with requirements outlined by IFW in agreements made between the Town, ETMD and IFW, vehicular access to the Corridor shall be limited and controlled as follows:

- (A) Use of that portion of the Corridor between the Bridge and the Black Point Road, Scarborough to the north shall be limited to pedestrian and non-motorized vehicle access only, except during the months of October, November, and December, when there shall be limited vehicular access to said portion of the Corridor for hunting and trapping, subject to such rules and regulations as may be established from time to time by IFW. Any such use by vehicles shall at all times permit reasonable through-access by pedestrians and bicycles.
- (B) Use of that portion of the Trail Corridor between the Scarborough Sanitary District pump station at Pine Point Road, Scarborough and the Bridge shall allow motorized vehicles used for fishing, hunting, or trapping purposes, subject to such rules as may be established from time to time by IFW and provided, however, that there shall be no vehicular parking between the pump station parking lot and a point which is fifty feet (50') from the southerly edge of the Bridge. Parking shall be allowed within the fifty (50') foot area south of the Bridge, subject to such measures as shall permit reasonable through-access for pedestrians and bicycles to and across the Bridge.
- (C) Vehicles of the State of Maine, GSGT, ETMD the Town and the Scarborough Sanitary District shall have access to all portions of the Trail as may reasonably necessary to comply with the terms of this agreement.
- (D) The ETMD and Town have been given the right, by and in common with IFW, to post signs to regulate the use of the Trail, to provide for public safety, and to provide educational information and/or directions subject to the prior written approval of IFW. The right to enforce the foregoing vehicular restrictions, including the right to install gates, bollards, speed restrictors, and other similar traffic control devices in connection therewith. The installation of any such devices shall be done only after consultation with IFW and with IFW's prior written approval, which shall not be unreasonably withheld or delayed.
- (E) In accordance with plans provided to and approved by GSGT, the ETMD will install gates and locking bollards along the Corridor to control vehicular access. The ETMD shall provide GSGT with a key to unlock such gates and bollards. GSGT shall ensure that the gates and bollards are restored upon completion of access. The bollards shall be equipped with a plate that closes over the bollards anchor hole when the bollard is removed thus preventing snow and debris from clogging the hole.

5.2 Public Access to the Corridor: IFW and the Town as the landowners currently allow public access of the Corridor. Upon completion of the Trail the public will continue to have access to the Corridor by use of the Trail. Public access to a portion of the Corridor may be modified or prohibited as necessary during construction or maintenance activities. Public access may immediately be prohibited by GSGT, ETMD or Town in the event of an Endangering Condition as outlined in Section 4. IFW, in the exercise of its wildlife protection and management rights, may from time to time restrict public access to any or all portions of the Trail Corridor area.

5.3 ETMD Maintenance, Upgrade or Repair: With respect to the land and Trail, any excavation, replacement, material upgrade or addition of a component within the Co-Location Area shall be made by the ETMD only upon prior, written notice to GSGT. The ETMD shall follow the same general provisions established for the initial construction/installation of the Trail as outlined in Section 3 of this Agreement. All expenses related to such action shall be the responsibility of the ETMD, unless otherwise noted herein.

- 5.4 GSGT Maintenance, Upgrade or Repair:** With respect to the surrounding land, Pipeline and its components, any excavation, replacement, material upgrade or addition of a component within the Co-Location Area shall be made by GSGT only upon prior, written notice to ETMD, and in conformance with applicable provisions of this Agreement. All expenses related to such work shall be the responsibility of GSGT. GSGT shall undertake the reasonable restoration of any portion of the Trail or its components disturbed during any such work or shall reimburse the ETMD for all costs associated with such restoration. This section shall not apply to work undertaken by GSGT to correct an Endangering Condition, as outlined under Section 4, caused by the exercise of the rights granted to the ETMD and Town for the use of the Corridor and operation of the Trail.
- 5.5 Scheduled Maintenance, Upgrade or Repairs:** Except in the case of an immediate Endangering Condition, as outlined in Section 4, and whenever reasonably possible, the ETMD, Town and GSGT shall schedule major maintenance, upgrade or repair projects in the Corridor according to a mutually agreed upon schedule so that the impact(s) to the Trail and/or the Pipeline are minimized and efforts not duplicated.
- 5.6 Governing Approval:** It shall be the responsibility of each party respectively to obtain and maintain at their own cost and expense, all permits, licenses, and approvals required for construction, operation and maintenance of their facilities within the Corridor as may be required by any federal, state, or local authority or by any governmental rules, statutes or regulations.
- 5.7 Snow Removal:** In order to maintain year-round access to its Pipeline and related transmission facilities GSGT performs snow removal along the Corridor. Such removal shall be the sole obligation and expense of GSGT and shall be performed as determined by GSGT in its sole discretion. GSGT shall on a reasonable efforts basis ensure that damage to the Trail by such removal is minimized. GSGT shall require by its snow removal contractor that the blade of any plow vehicle used on the Trail shall be raised several inches to maintain a snow base on the trail which shall minimize damage and provide a base for snow related trail usage provided such base does not prohibit GSGT from safe and immediate access to its facilities. GSGT shall require its snow removal contractor to close any gates opened and replace any bollards removed during snow removal upon completion of snow removal operations.

Section 6 – Reimbursements

- 6.1 GSGT Related Reimbursements:** Federal and state regulations allow for the reimbursement of certain expenses incurred by a utility company as a result of work performed on or for the Trail. The following conditions shall apply to all reimbursement requests from GSGT:
- (A) All Project expenses are subject to review and final approval by MDOT in accordance with the MDOT/ETMD Project Agreement and are subject to all federal and state regulations.
 - (B) All Project expenses that GSGT and the ETMD anticipate must be outlined in advance and a written estimate provided to the ETMD that includes the following:
 1. Wage Reimbursement – Description of staff position, hourly rate, anticipated transportation, meals and lodging and the total number of hours required.
 2. Equipment Reimbursement – Material cost per item, direct labor cost to replace/repair, number of items required.
 - (C) The ETMD shall issue to GSGT written acceptance/approval of an estimate before it will be considered binding on the ETMD.
 - (D) Request for transportation, meals and lodging reimbursement must be based on federal allowances and are subject to Maine State maximums. **See Exhibit D**
 - (E) Expenses related to the hiring or training of personnel are not eligible for reimbursement.

- 6.2 Reimbursement Procedure:** This section shall apply any time that there is an exchange of funds between the parties. 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, hourly wages and any other information contained in the original estimate. 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.
- 6.3 State and Federal Audits:** The parties hereto acknowledge that by receiving reimbursement from State or Federal funds for expenses, whether directly from MDOT or indirectly through the ETMD, they become subject to federal and/or state audits. Such audits may include, but are not limited to federal wage rates, estimates and final cost, maximums, Buy America and any other regulation tied to the use of federal and or state funds.

Section 7 Insurance & Mutual Indemnification

- 7.1 ETMD General Liability:** The ETMD shall procure and maintain, solely at its own cost and expense, general liability insurance coverage. Such coverage to contain a minimum of Three Million Dollars (\$3,000,000.00) per occurrence combined single limit for bodily injury (including death), personal injury and property damage (including loss of use) liability. The deductible shall be no more than ten thousand dollars (\$10,000.00). Prior to commencing any work on or access to the Co-Location Area, the ETMD shall submit a certificate of insurance giving evidence of these required coverage amounts and indicating that GSGT is an additional insured. The ETMD shall be required to submit evidence of coverage on an annual basis in a form reasonably acceptable to GSGT. All insurance shall be procured from insurers authorized to do business in the State of Maine. Thirty (30) days prior written notice shall be given to GSGT in the event that coverage is substantially changed, canceled or not renewed.
- 7.2 Contractor Damage:** Any contractor workings on behalf of ETMD, the Town or GSGT shall be required to have adequate insurance or evidence of financial responsibility sufficient to correct and reasonably restore to the condition immediately prior to the damage incident any damages they may cause to the Trail and its components and the Pipeline and its components within the Corridor.
- 7.3 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.
- 7.4 Maine Landowner's Liability Law:** The ETMD, the Town and GSGT intend that the Maine Landowner's Liability Law, 14 M.R.S.A. Section 159-A shall apply to members of the public accessing the Trail for recreational purposes.

Section 8 - Notices

- 8.1** All notices, demands, requests or other communications which may be or are required to be given, served, or sent by one party to the other party pursuant to this Agreement shall be in writing and shall be mailed by first-

class, registered or certified mail, return receipt requested, postage prepaid, or sent by messenger or a recognized courier or overnight delivery service, addressed as follows:

(A) If to GSGT:

Land Services
Columbia Gas Transmission Corporation
1700 MacCorkle Avenue
Charleston, WV

(B) If to ETMD

Eastern Trail Management District
21 Bradeen Street, Suite 304,
Springvale, Maine 04088-1922

(C) If to the Town

Town of Scarborough, Maine
PO Box 360
Scarborough, Maine 04070

- 8.2 **Change of Address:** Either party may designate by notice in writing a new address to which any notice, demand, request or communication made thereafter shall be so given, served or sent.
- 8.3 **Delivery:** Each notice, demand, request or communication which shall be delivered in a manner described in this Section 10, shall be deemed sufficiently given, served, sent or received for all purposes at such time as it is delivered to the address first named above as to each party (with the return receipt or the delivery receipt being deemed conclusive evidence of such delivery), or at such time as delivery is refused by the addressee upon presentation.

Section 9 – Dispute Resolution

- 9.1 **Settlement of Disputes:** It is the intent of the parties that any disputes which may arise between them be resolved as quickly and informally as possible. Any agreement between the parties with respect to any dispute shall be in writing.

Section 10 – Miscellaneous

- 10.1 **Acknowledgement of Contingency:** ETMD, the Town and GSGT acknowledge that all of the obligations under this Agreement for initial construction of the Trail are contingent upon approval by MDOT of all design plans, bridge specifications and Project Costs. In the event that MDOT does not provide such approval and funds are withheld or reallocated, all funding obligations related to initial construction of the Trail under this Agreement, if any, of GSGT, the ETMD or Town shall terminate.
- 10.2 **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
- 10.3 **No Joint Venture:** By entering into this Agreement with the ETMD and the Town, GSGT is not hereby establishing any joint undertaking, joint venture or partnership with the ETMD or the Town, their agents or

contractors. Each party shall be deemed to be an independent contractor, and shall act solely for its own account.

10.4 **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.

10.5 **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.

10.6 **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 E 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:

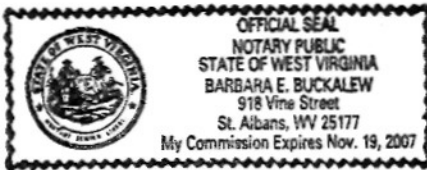
GRANITE STATE GAS TRANSMISSION, INC.

By: Victor Gaglio
Name: Victor Gaglio
Title: Vice-President-Operations
Date: 4/26/04

State of West Virginia
County of Kanawha

April 26, 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: Notary Public

Seen and agreed to:

EASTERN TRAIL MANAGEMENT DISTRICT

By: Richard Michael
Name: Richard Michael
Title: President
Date: 4/14/04

State of Maine
County of York

April 14, 2004

Thence personally appeared the above-named Richard Michael, 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,

Steve Workman
Notary Public/Attorney at Law
Printed Name: _____
My commission expires: _____
Title: _____

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



Seen and agreed to:

TOWN OF SCARBOROUGH, MAINE

By: Ronald W. Owens
Name: RONALD W. OWENS
Title: Town Manager
Date: Apr. 14, 2004

State of Maine
County of Cumberland

April 14, 2004

Thence personally appeared the above-named Ronald 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,

Steve Workman
Notary Public/Attorney at Law
Printed Name: _____
My commission expires: October 11, 2008
Title: _____

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

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

Exhibit A - Project Site

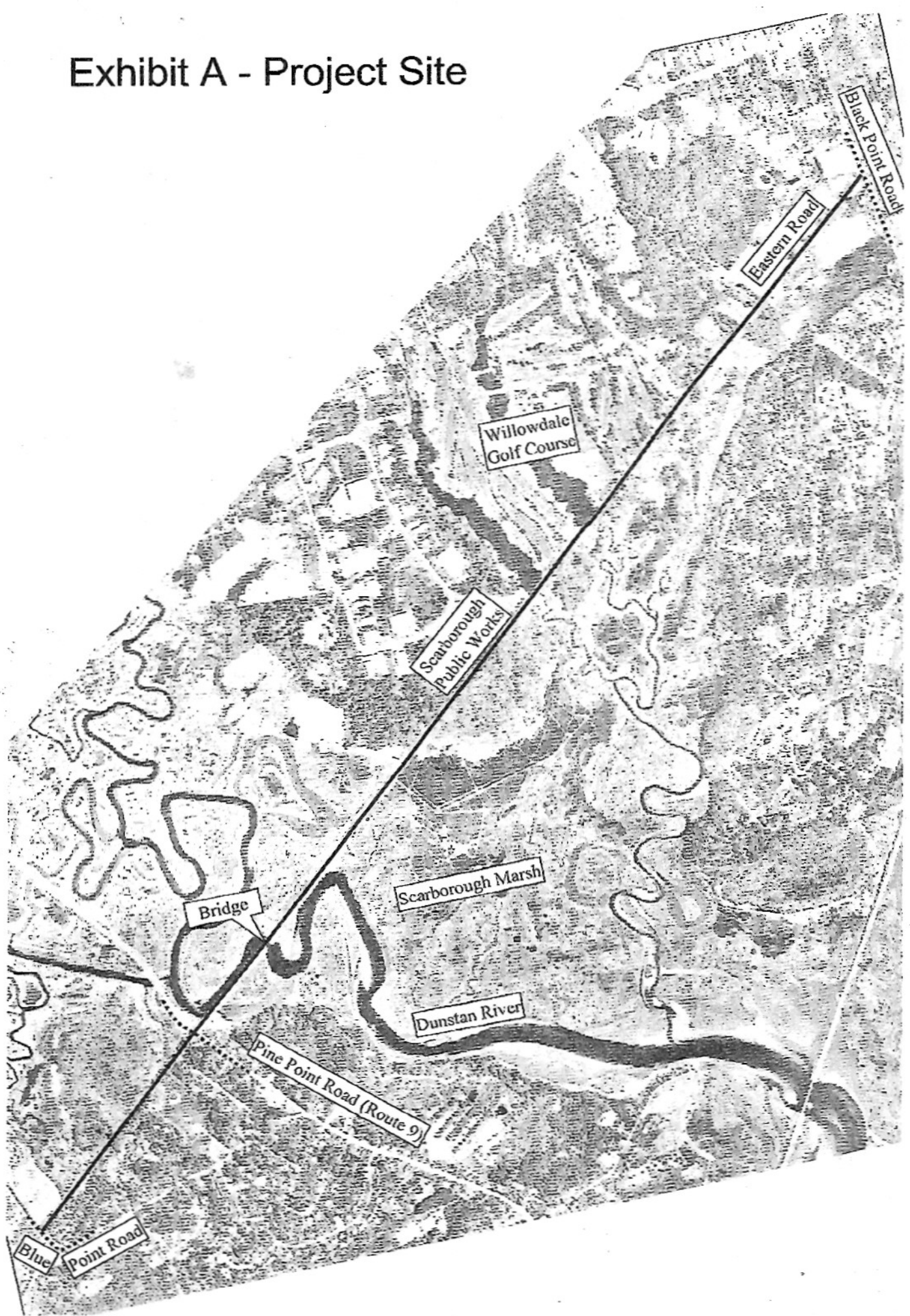
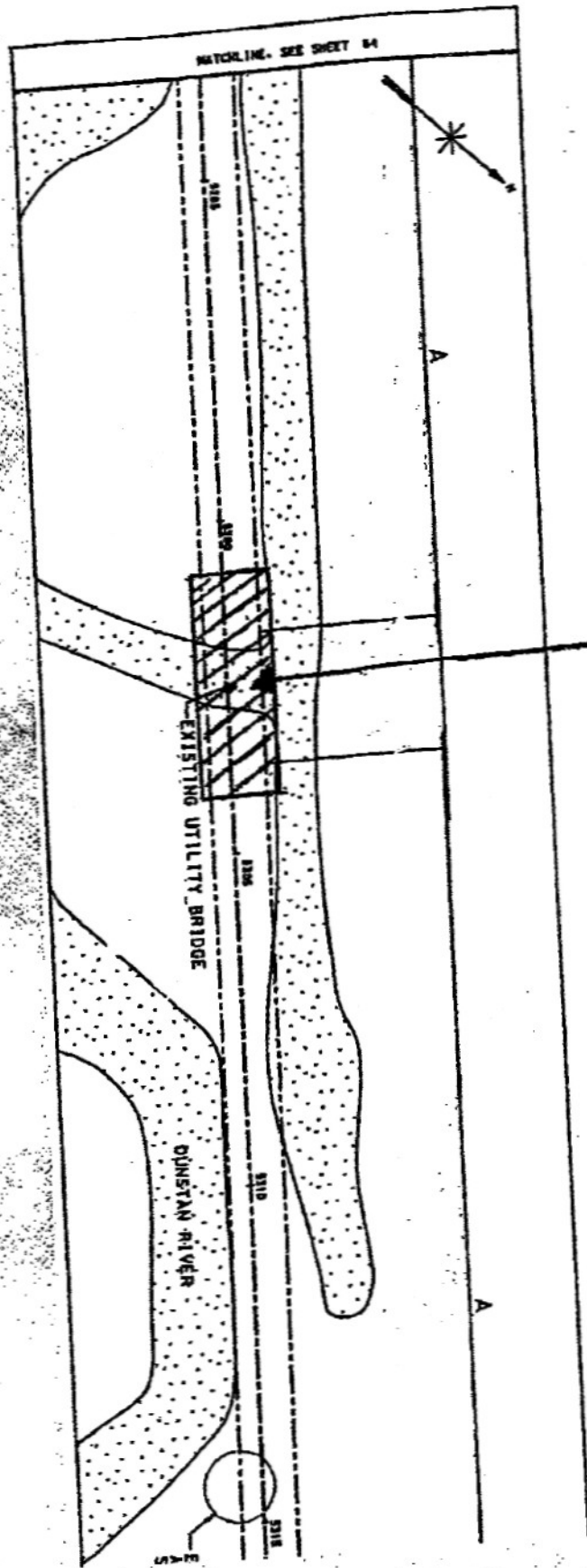


EXHIBIT B



Bridge Site

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

Per Diem rates for MAINE

Effective October 1, 2003

Per diem locality (Cities not listed or located in listed counties have a Standard CONUS rate of \$55 Lodging & \$31 M&IE for FY 2004; for all other years the rate is \$55 Lodging & \$30 M&IE)		Maximum lodging (excludes taxes) (a)	+	M & IE rate (b)	=	Maximum per diem rate (4) (c)	Property Listing Update
Key city (1)	County and/or other defined location (2, 3)						Properties at Per diem
Bar Harbor (Jun 15 - Oct 15) (Oct 16 - Jun 14)	Hancock	110 89		43 43		153 132	Prop. List Prop. List
Bath (May 01 - Oct 31) (Nov 01 - Apr 30)	Sagadahoc	61 55		39 39		100 94	Prop. List Prop. List
Kennebunk/Kittery/Sanford (Jun 15 - Oct 31) (Nov 01 - Jun 14)	York	129 69		43 43		172 112	Prop. List Prop. List
Portland (Jul 01 - Oct 31) (Nov 01 - Jun 30)	Cumberland	119 79		43 43		162 122	Prop. List Prop. List
Rockport (Jul 01 - Aug 26) (Aug 27 - Jun 30)	Knox	87 55		47 47		134 102	Prop. List Prop. List
Wiscasset (Jul 01 - Oct 31) (Nov 01 - Jun 30)	Lincoln	99 72		43 43		142 115	Prop. List Prop. List

This is the Meals and Incidental Expense Breakdown as revised in FTR Case 2003-3069 of the Federal Travel Regulation, dated August 29, 2003, and effective October 1, 2003.
Offerings

M&IE	\$31	\$35	\$39	\$43	\$47	\$51
Breakfast.....	6	7	8	9	9	10
Lunch.....	6	7	8	9	11	12
Dinner.....	16	18	20	22	24	26
Incidentals.....	3	3	3	3	3	3

EXHIBIT D

Federal Wage Rates

GENERAL DECISION: ME20030003 ME3

Date: June 13, 2003

General Decision Number: ME20030003

Superseded General Decision No. ME020003

State: Maine

Construction Type: HIGHWAY

County(ies): ANDROSCOGGIN & CUMBERLAND

Highway Construction Projects Excluding Major Bridging (for example: bascule, suspension and spandrel arch bridges; those bridging waters presently navigating or to be navigable; and those involving marine construction in any degree); tunnels, building structures in rest area projects and railroad construction.

Modification Number	Publication Date
0	06/13/2003

COUNTY(ies): ANDROSCOGGIN & CUMBERLAND

SUME4025A 10/24/2000

	Rates	Fringes
CARPENTERS	11.30	1.95
ELECTRICIANS	17.90	2.30
LABORERS		
Flaggers	6.00	
Landscape	7.99	.72
Unskilled	8.69	1.08
POWER EQUIPMENT OPERATORS		
Backhoes	12.39	2.00
Bulldozers	11.13	1.94
Excavators	11.24	1.31
Loaders	11.19	1.82
Rollers	10.16	1.56
TRUCK DRIVERS		
Dump	9.02	1.39
Two axle	9.08	1.28

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

EXHIBIT D

Federal Wage Rates – Cumberland County, Maine

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

EXHIBIT E

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 6th day of Feb., 2004 at Scarborough, Maine.

Town of Scarborough

By: Ronald W. Owens

STATE OF MAINE
CUMBERLAND, ss.

Feb. 6, 2004

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

Barbara A. Fagnant
Notary Public

BARBARA A. FAGNANT
Notary Public, Maine
My Commission Expires September 13, 2009