

PLACE THIS CARD ON PRINCIPAL FRONTAGE OF WORK
CITY OF PORTLAND

BUILDING PERMITS

PERMIT ISSUED
Permit Number: 100170

PERMIT

MAR 1 - 2010

GULF OF MAINE RESEARCH INSTITUTE/Cianbro Co

Demo the existing pier (68 sq ft) and construct pier (924 sq ft)

COMMERCIAL ST

BL 042 C003001 City of Portland

Any person or persons, firm or corporation accepting this permit shall comply with all provisions of the Statutes of Maine and of the Ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in the office of the Director of Building & Inspection Services.

Work for street line
where work requires

Notification of inspection must be given and written permission procured before this building or part thereof is lathed or otherwise dressed-in. 24 HOURS NOTICE IS REQUIRED.

A certificate of occupancy must be procured by owner before this building or part thereof is occupied.

REQUIRED APPROVALS

Department Name

James Bunk 2/26/10
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

Maine - Building or Use Permit Application

4101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 10-0170	Issue Date:	CBL: <i>e 4</i> 042 C003001
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Owner Name: GULF OF MAINE RESEARCH IN	Owner Address: 350 COMMERCIAL STREET	Phone: 772-2321
Contractor Name: Cianbro Corp.	Contractor Address: 328 W. Commercial Street Portland	Phone: 2077735852
Phone:	Permit Type: Commercial	Zone: WCZ

Proposed Use:
Pier - GMRI/USCG - Demo the existing pier (6864 sq ft) and construct pier (9240 sq ft)

Permit Fee: \$34,190.00	Cost of Work: \$3,417,000.00	CEO District: 1
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FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: <i>N/A</i> Type: <i>Marina pier</i> <i>IBC-2003 (concrete)</i>
Signature:	Signature: <i>JMB 2/26/10</i>

Proposed Use:
Pier (6864 sq ft) and construct pier (9240 sq ft)

PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)

Action: Approved Approved w/Conditions Denied

Signature: _____ Date: _____

Date Applied For:
02/24/2010

Zoning Approval

Application does not preclude the applicant from meeting applicable State and Federal requirements.

Permits do not include plumbing, electrical or mechanical work.

Permits are void if work is not started within 12 months of the date of issuance. This application may invalidate a building permit if not approved on all work.

PERMIT ISSUED

MAR 1 - 2010

City of Portland

Special Zone or Reviews	Zoning Appeal	Historic Preservation
<input checked="" type="checkbox"/> Shoreland <i>WCA Exempt from 75' setback</i> <input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Flood Zone <i>PANEL 13 zone A2</i> <input type="checkbox"/> Subdivision <i>el 10 less than 50' improvement</i> <input checked="" type="checkbox"/> Site Plan <i>exemption approved 2/11/10</i> Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> <i>with conditions</i> Date: <i>2/25/10</i>	<input checked="" type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date: _____	<input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date: <i>S</i>

CERTIFICATION

I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I am authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application is issued, I certify that the code official's authorized representative has the authority to enter all areas covered by such permit at any reasonable hour to enforce the provision of the code(s) applicable to the work.

APPLICANT	ADDRESS	DATE	PHONE
PERSON IN CHARGE OF WORK, TITLE		DATE	PHONE

BUILDING PERMIT INSPECTION PROCEDURES

**Please call 874-8703 or 874-8693 (ONLY)
or email: buildinginspections@portlandmaine.gov**

Issuance of this permit, the owner, builder or their designee is required to provide adequate notice to the City of Portland Inspection Services for the following inspections. Appointments must be made 48 to 72 hours in advance of the required inspection. The inspection date will need to be approved by this office.

Please read the conditions of approval that is attached to this permit!! Contact this office if you have any questions.

Permits expire in 6 months, if the project is not started or ceases for 6 months.

If the inspection requirements are not followed as stated below additional fees may be incurred due to the issuance of a "Stop Work Order" and subsequent release to continue with construction.

- Periodic Re-Bar Schedule Inspection: Prior to pouring concrete**
- Plumbing/Electrical installations**
- Final inspection required at completion of work.**

Project cannot move to the next phase prior to the required inspection and approval to proceed, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.

THIS PERMIT REQUIRES A CERTIFICATE OF OCCUPANCY, IT MUST BE PAID FOR AND ISSUED TO THE OWNER OR DESIGNEE BEFORE THE SPACE MAY BE OCCUPIED.

aine - Building or Use Permit

4101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 10-0170	Date Applied For: 02/24/2010	CBL: 042 C003001
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F	Owner Name: GULF OF MAINE RESEARCH IN	Owner Address: 350 COMMERCIAL STREET	Phone: () 772-2321
	Contractor Name: Cianbro Corp.	Contractor Address: 328 W. Commercial Street Portland	Phone: (207) 773-5852
	Phone:	Permit Type: Commercial	

Demo the existing pier (6864 sq ft) and
sq ft)**Proposed Project Description:**

Demo the existing pier (6864 sq ft) and construct pier (9240 sq ft)

Status: Approved with Conditions **Reviewer:** Marge Schmuckal **Approval Date:** 02/25/2010**Ok to Issue:**

mit requires that the contractor use flood damage resistant materials and adequately anchor the work.

hed Floodplain forms shall be appropriately filled out, signed and returned prior to the issuance of any certificates of
completion of the job. - Application & Minor Permit forms.

being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that

Status: Approved with Conditions **Reviewer:** Jeanine Bourke **Approval Date:** 02/26/2010**Ok to Issue:** final inspection a sealed letter shall be submitted to this office confirming that based on inspections performed all
s have been corrected and the work is in substantial compliance with the approved plans.

mits are required for electrical and plumbing

approval based upon information provided by applicant. Any deviation from approved plans requires separate review
l prior to work.called Pat S. Again to confirm that he got my msg., he had not. He will have Appledore Eng. Submit a sealed letter at
pletion of the work with field reports.I see no right title & interest - no site plan - no DEP approval - No Army Corps approval - no Harbor Master approval -
Ciambro who said he had copies of all of that - He came in with such - the property is now owned by Gulf of Maine
te - I had to amend permit to reflect that and create the Floodplain information for signatures

Left vcmg for Pat S. For question on engineering oversight.

General Building Permit Application

If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Location/Address of Construction: GMRI 350 ROMMEENOL ST, PORTLAND ME 04101		
Square Footage of Proposed Structure/Area 6864 sq ft/build 9240 sq ft		Square Footage of Lot 7.8 acres
Assessor's Chart, Block & Lot # Block# Lot# C 3	Applicant *must be owner, Lessee or Buyer* Contractor Name Cianbro Corp Address 60 Cassidy Point Dr City, State & Zip Portland ME 04102	Telephone: 207-318-9448 207-553-2701
Trade/DBA (If Applicable)	Owner (if different from Applicant) Representative: Don Perkins Name GMRI Address 350 Commercial St City, State & Zip Portland ME 04101	Cost Of Work: \$ 3,417,000 C of O Fee: \$ Total Fee: \$ 34,190.00
Current legal use (i.e. single family) <u>Pier - GMRI/USCG</u> Vacant, what was the previous use? <u>NA</u> Proposed Specific use: <u>Pier - GMRI/USCG</u> Is property part of a subdivision? <u>NO</u> If yes, please name _____ Project description: Remove the existing pier = 6864 sq ft Construct pier = 9240 sq ft		
Contractor's name: <u>Cianbro Corp</u> Address: <u>60 Cassidy Point Dr</u> City, State & Zip: <u>Portland ME 04102</u> Telephone: <u>207-318-9448</u> Who should we contact when the permit is ready: <u>Pat Sughrue</u> Telephone: <u>207-318-9448</u> Mailing address: <u>60 Cassidy Point Drive, Portland ME 04102</u>		

Please submit all of the information outlined on the applicable Checklist. Failure to do so will result in the automatic denial of your permit.

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department requests additional information prior to the issuance of a permit. For further information or to download copies of forms and other applications visit the Inspections Division on-line at www.portlandmaine.gov, or stop by the Inspections Division office, room 315 City Hall or call 874-8703.

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable codes within this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's designated representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature: _____ Date: _____

This is not a permit; you may not commence ANY work until the permit is issued.

Maine Pier Replacement Design Summary

Replacement pier is approximately the same size as the existing pier but utilizes concrete deck rather than timber and incorporates a stabilization of the existing steel sheet pile bulkhead.

Structural design of the pier elements is based on:

Design Live Loads

- 300 psf deck uniform live load
- AASHTO HS-20 vehicle
- Generic 50-ton mobile crane (floats on pile caps only)
- Generic 10-ton forklift

References

- *UFC-4-152-01 Design: Piers and Wharves*, U.S. Department of Defense.
- *American Association of State Highway and Transportation Officials, Standard Specifications for Highway Bridges*, AASHTO.
- *Building Code Requirements for Structural Concrete*, ACI 318-08.
- *Manual of Steel Construction Allowable Stress Design*, 9th edition, AISC.
- Maine DOT standards.
- Generally accepted industry standards

The final configuration and structural components of the pier are summarized in the table below.

Component	Description
General Pier Configuration	21' wide x 435' long with a 15' wide by 64' long access ramp. $9132 \div 960 = 10,092$
Superstructure	10" deep precast concrete deck planks with a cast-in-place concrete topping (3" min thickness but variable to accommodate drainage)
Substructure	Precast or cast-in-place concrete pile caps supported by 12", 24", and 30" concrete filled steel pipe piles driven to bedrock. Piles are epoxy coated and have anodes installed below water for corrosion protection.
Bulkhead Stabilization	Concrete lagging panels are placed between the existing bulkhead and the 30" pipe piles and the annular space is filled with gravel.
Gangways/Floating Docks	The existing concrete floats are to be reinstalled on the new pier. New 12" diameter steel guide piles are installed to secure the floating dock. A new aluminum gangway supported by a steel gangway platform will provide access to the floats.

New Commercial Permit Application Checklist

The following information is required and must be submitted. Checking off each item as you prepare your application package will ensure your package is complete and will help to expedite the permitting process.

complete Set of construction drawings must include:

Construction documents for costs in excess of \$50,000.00 must be prepared by a Design Professional and bear their seal.

Cross sections w/framing details

Detail of any new walls or permanent partitions

Floor plans and elevations

Window and door schedules

Foundation plans with rebar specifications and required drainage and damp proofing (if applicable)

Detail egress requirements and fire separations

Insulation R-factors of walls, ceilings, floors and U-factors of windows as per the IEBC 2003

Complete the Accessibility Certificate and The Certificate of Design

A statement of special inspections as required per the IBC 2003

Complete electrical and plumbing layout.

Mechanical drawings for any specialized equipment such as furnaces, chimneys, gas equipment,

HVAC equipment (air handling) or other types of work that may require special review.

Reduced plans or electronic files in PDF format are required if originals are larger than 11" x 17".

Per State Fire Marshall, all new bathrooms must be ADA compliant.

Separate permits are required for internal & external plumbing, HVAC and electrical installations.

Three (9) copies of the minor (< 10,000 sf) or major (> 10,000 sf) site plan application is required that includes:

- A stamped boundary survey to scale showing north arrow, zoning district and setbacks to a scale of $\geq 1" = 20'$ on paper $\geq 11" \times 17"$
- The shape and dimension of the lot, footprint of the proposed structure and the distance from the actual property lines. Photocopies of the plat or hand draw footprints not to scale will not be accepted.
- Location and dimensions of parking areas and driveways, street spaces and building frontage
- Finish floor or sill elevation (based on mean sea level datum)
- Location and size of both existing utilities in the street and the proposed utilities serving the building
- Existing and proposed grade contours
- Silt fence (erosion control) locations

Certificate of Design Application

Appledore Marine Engineering Inc.

November 2009

GMRI Pier Replacement

Instruction: 350 Commercial St. Portland, ME 04101

2003 International Building Code

Construction project was designed to the building code criteria listed below:

& Year See attached Use Group Classification (s) N/A

Construction U.S. Coast Guard Pier. Concrete deck and pile caps supported on steel pipe piles driven to bedrock.

Are there Fire suppression systems in accordance with Section 903.3.1 of the 2003 IRC No

Are there mixed use? No If yes, separated or non separated or non separated (section 302.3) _____

Arm System? No Geotechnical/Soils report required? (See Section 1802.2) N/A

Design Calculations

_____ Submitted for all structural members (106.1 - 106.11)

Loads on Construction Documents (1603)

_____ Distributed floor live loads (7603.11, 1807)

Vehicle Use	Loads Shown
<u>deck</u>	<u>300psf, HS-20 truck</u>
_____	_____
_____	_____

(1603.1.4, 1609)

_____ Design option utilized (1609.1.1, 1609.6)

_____ Basic wind speed (1809.3)

_____ Building category and wind importance Factor, I_w (Table 1604.5, 1609.5)

_____ Wind exposure category (1609.4)

_____ Internal pressure coefficient (ASCE 7)

_____ Component and cladding pressures (1609.1.1, 1609.6.2.2)

_____ Main force wind pressures (7603.1.1, 1609.6.2.1)

Seismic data (1603.1.5, 1614-1623)

_____ Design option utilized (1614.1)

_____ Seismic use group ("Category")

_____ Spectral response coefficients, S_D & S_{D1} (1615.1)

_____ Site class (1615.1.5)

N/A

Live load reduction

_____ Roof live loads (1603.1.2, 1607.11)

_____ Roof snow loads (1603.7.3, 1608)

_____ Ground snow load, P_g (1608.2)

_____ If $P_g > 10$ psf, flat-roof snow load P_f

_____ If $P_g > 10$ psf, snow exposure factor, C_e

_____ If $P_g > 10$ psf, snow load importance factor, I_s

_____ Roof thermal factor, C_t (1608.4)

_____ Sloped roof snowload, P_s (1608.4)

_____ Seismic design category (1616.3)

_____ Basic seismic force resisting system (1617.6.2)

_____ Response modification coefficient, R_d and

_____ deflection amplification factor C_d (1617.6.2)

_____ Analysis procedure (1616.6, 1617.5)

_____ Design base shear (1617.4, 1617.5.1)

Flood loads (1803.1.6, 1612)

N/A Flood Hazard area (1612.3)

+17' (MLLW) Elevation of structure

Other loads

N/A Concentrated loads (1607.4)

_____ Partition loads (1607.5)

_____ Misc. loads (Table 1607.8, 1607.6.1, 1607.7, 1607.12, 1607.13, 1610, 1611, 2404)

Department requirements.

*HAVE SUBMITTED AND RECEIVED
A HOT WORK PERMIT FROM
PORTLAND FIRE DEPARTMENT
FOR PROJECT DURATION.
PAT SULLIVAN
318-9448*

Following shall be submitted on a separate sheet:

Name, address and phone number of applicant **and** the project architect.

Proposed use of structure (NFPA and IBC classification)

Square footage of proposed structure (total and per story)

Existing and proposed fire protection of structure.

Separate plans shall be submitted for

- a) Suppression system
- b) Detection System (separate permit is required)

A separate Life Safety Plan must include:

- a) Fire resistance ratings of all means of egress
- b) Travel distance from most remote point to exit discharge
- c) Location of any required fire extinguishers
- d) Location of emergency lighting
- e) Location of exit signs
- f) NFPA 101 code summary

1) Elevators shall be sized to fit an 80" x 24" stretcher.

For questions on Fire Department requirements call the Fire Prevention Officer at (207) 874-8405.

Please submit all of the information outlined in this application checklist. If the application is incomplete, the application may be refused.

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information or to download copies of this form and other applications visit the Inspections Division on-line at www.portlandmaine.gov, or stop by the Inspections Division office, room 315 City Hall or call 874-8703.

Permit Fee: \$30.00 for the first \$1000.00 construction cost, \$10.00 per additional \$1000.00 cost

This is not a Permit; you may not commence any work until the Permit is issued.



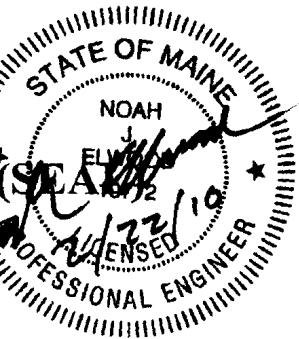
Accessibility Building Code Certificate

Client: Appledore Marine Engineering
 Address of Project: 350 Commercial St. Portland, ME
 Name of Project: Replacement pier for U.S. Coast Guard

Does not apply

~~Technical submissions covering the proposed construction work as described above have been designed in compliance with applicable referenced standards found in the Maine Human Rights Act and Federal Americans with Disability Act. Residential Buildings with 4 units or more must conform to the Federal Fair Housing Accessibility Standards. Please provide proof of compliance if applicable.~~

N/A



Signature: Noah Elwood
 Title: Vice President
 Firm: Appledore Marine Engineering
 Address: 600 State St. Portsmouth
NH 03801
 Phone: 603-766-1870

For more information or to download this form and other permit applications visit the Inspections Division on our website at www.portlandmaine.gov



Certificate of Design

2/17/10

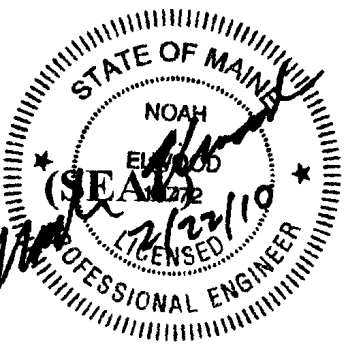
Noah Elwood, P.E., Appledore Marine Engineering Inc.

Plans and / or specifications covering construction work on:

Access of pier and stabilization of bulkhead at 350
Commercial St. Portland, ME.

Plans have been designed and drawn up by the undersigned, a Maine registered Architect / Engineer according to the 2003 International Building Code and local amendments.

N/A Applicable marine code & industry standards. See attached sheet.



Signature: Noah Elwood

Title: Vice President

Firm: Appledore Marine Engineering

Address: 600 State St. Portsmouth
NH 03801

Phone: 603-760-1870

For more information or to download this form and other permit applications visit the Inspections Division on our website at www.portlandmaine.gov

FLOOD HAZARD DEVELOPMENT APPLICATION

PORTLAND, Maine

(All applicants must complete entire application)

[60.3(e)]

is hereby made for a Flood Hazard Development Permit as required under Article II of the Floodplain Management of PORTLAND Maine, for development as defined in said ordinance. This permit application does not preclude the other municipal permit applications.

EMRI-Gulf of MAINE Research Inst. Address: 350 Commercial St
Don Perkins 772-2321 Portland, ME 04101

Contractor: _____ Address: _____

Ciambro Corp Address: 60 Cassidy Point Drive
Pat Sughrue (207) 318-9448 Portland, ME 04101

DESCRIPTION

Is this a subdivision? Yes No If yes, give the name of the subdivision and lot number:

Subdivision: _____ Lot #: _____
042 - C - Lot #: 003 & 004

called 378 Commercial St

Street/Road Name

Portland, ME 04101

Town/Zip Code

Explanation of proposed development: To Demo The existing pier & rebuild
21' wide x 435' long with a 15' wide x 64' long access

Value of Proposed Development: \$3,417,000 RAMP

Lowest Floor elevation [for new or substantially improved structure]: _____
Not substantial improvement

PERMITS

Permits required from State or Federal jurisdictions? Yes No
If yes, are these other permits attached? Yes No Not Applicable

Local and State Permits may include but are not limited to: ME/DEP/Natural Resource Protection Act, Site Location of Development Act, Metallic Mineral Exploration, Advanced Exploration and Mining; USACE/Section 9 & 10 of the Rivers and Harbors Act/ Section 404 of the Clean Water Act; Federal Energy Regulation Commission.

EXISTING UTILITIES

Proposed: Public Private
 Existing Proposed Not Applicable Type pier reconstruction
 Public Private B-9

Rehabilitate Existing UTILITIES (Water, Electric, Sewer)

PS

(This section to be completed by Municipal Official)

Name of river, pond, ocean, etc.): Ocean

- VE Zone
- AE Zone
- A1-30 Zone
- A Zone
- AO Zone
- AH Zone
- FLOODWAY (1/2 width of floodplain in A Zone)

Elevation (bfe) at the site 10 NGVD [Required for New Construction or Substantial Improvement]

Elevation of proposed or existing structure N/A NGVD [Required for New Construction or Substantial Improvement]

If development is in an AE or A1-30 Zone and cross section data is available in the Flood Insurance Study, please note the section reference letter and elevation of base flood at nearest cross section above and below the site.

Section Letter	Base Flood Elevation
Above Site <u>10</u>	Above Site <u>10</u>
Below Site <u>10</u>	Below Site <u>10</u>

Numbered A Zone bfe determination:

- From a Federal Agency: USGS USDA/NRCS USACE Other
- From a State Agency: MDOT Other
- Established by Professional Land Surveyor
- Established by Professional Engineer: HEC/RAS HEC II HY 7 TR20 TR55 Quick-2
- Other
- Highest Known Water Level
- Other (Explain)

If development involves work on an existing structure, enter the Market Value of existing structure before improvements: 7,600,200.00

Construction or Substantial Improvement: Minor improvement or minor addition to existing development

DEVELOPMENT

Appropriate box to the left of the type(s) of development requested and complete information for each applicable line:

Development Type	Dimensions	Cubic Yards
1a. New Structure	_____	<input type="checkbox"/> 7. Filling ³ _____
1b. Add to Structure	_____	<input type="checkbox"/> 8. Dredging _____
1c. Renovations/repairs/maintenance	_____	<input type="checkbox"/> 9. Excavation _____
Residential Structure		<input type="checkbox"/> 10. Levee _____
2a. New Structure	_____	<input type="checkbox"/> 11. Drilling _____
2b. Add to Structure	_____	
2c. Renovations/repairs/maintenance	_____	<input type="checkbox"/> 12. Mining _____
2d. Floodproofing	_____	<input type="checkbox"/> 13. Dam: Water surface to be created _____
Necessary Structure	_____	<input type="checkbox"/> 14. Water Course Alteration _____
Conditionally Dependent Use:		Note: Detailed description must be attached with copies of all applicable notifications, state and federal permits.
4a. Dock	_____	<input type="checkbox"/> 15. Storage of equipment or materials _____
4b. Pier	<u>21' X 435'</u>	<input type="checkbox"/> 16. Sewage Disposal System _____
4c. Boat Ramp	<u>15' X 64'</u>	<input type="checkbox"/> 17. Water Supply System _____
4d. Other	_____	<input type="checkbox"/> 18. Other: Explain _____

Additional Use (Lobster/Fish Shed seaward of mean high water)

Additional Use requires additional information due to specific requirements, and Planning Board review.

¹ Certain prohibitions apply in Velocity Zone

an - Drawn to scale with north arrow.

erty boundaries, floodway, and floodplain lines.

nsions of the lot.

nsions and location of existing and/or proposed development on the site.

; to be cut and filled.

ient - describing in detail how each applicable development standard in Article VI will be met.

struction or Substantial Improvement also show:

and proposed grade elevations adjacent to the walls of the structure done by a Professional land Surveyor, Architect, or

and elevation of temporary elevation reference marks on the site.

2:

Improvement is defined as any reconstruction, rehabilitation, addition or other improvement of a structure, the cost of
s or exceeds 50 percent of the market value of the structure before the start of construction of the improvement. Please
floodplain management ordinance, Article XIV, for more complete definitions of New Construction and Substantial
nt.

in Velocity Zones are not permitted on fill or excavations. Structures must be built on open foundation systems, i.e.,
piles, posts. Certification of structural design, specifications, plans and construction methods completed by a Professional
r Architect shall accompany the application as required in Article VII.3. of the floodplain management ordinance.

licant understands and agrees that:

permit applied for, if granted, is issued on the representations made herein;

permit issued may be revoked because of any breach of representation;

a permit is revoked all work shall cease until the permit is reissued or a new permit is issued;

permit issued on this application will not grant any right or privilege to erect any structure or sue any premises described for
purposes or in any manner prohibited by the ordinances, codes, or regulations of the municipality;

applicant hereby gives consent to the Code Enforcement Officer to enter and inspect activity covered under the provisions of
oodplain management Ordinance;

ed, the permit form will be posted in a conspicuous place on the premises in plain view; and,

ed, the permit will expire if no work is commenced within 180 days of issuance.

ertify that all the statements in, and in the attachments to this application are a true description of the existing property and
ed development project.

Date: _____

Signature

Agent:

Signature

Date: 2/25/2010

Per SUGHRUE

(This section to be completed by Municipal Official)

mitted 2/24/10

Fee Paid \$34,190⁰⁰

Reviewed by CEO

Reviewed by Planning Board 2/11/10

0-0170

Issued by

Mary Schmitt

Date

2/25/10

FLOOD HAZARD DEVELOPMENT PERMIT

For Minor Development

Portland, Maine

(For Development not considered a Substantial Improvement)

Flood Hazard Development Permit allows minor development as provided in Article V.F.3. of the Floodplain Management Ordinance of Portland, Maine, for development in a Special Flood Hazard Area as defined in the Floodplain Management Ordinance. Development authorized by this permit must be adequately anchored to prevent flotation, collapse, or lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, be constructed with materials resistant to flood damage and be constructed by methods and practices that minimize flood damage. This permit is issued based on the information provided in the Flood Hazard Development Permit Application is in compliance with the Floodplain Management Ordinance.

Map: 042-C- Lot #: 003 & 004

Description: Rebuild pier 21' wide x 435' long with a 15' x 64' long
ACCESS RAMP

permittee understands and agrees that:

- The permit is issued on the representations made herein and on the application for permit;
- The permit may be revoked because of any breach of representation;
- Once a permit is revoked all work shall cease until the permit is reissued or a new permit is issued;
- The permit will not grant any right or privilege to erect any structure or use any premises described for any purposes or in any manner prohibited by the ordinances, codes, or regulations of the municipality;
- The permittee hereby gives consent to the Code Enforcement Officer to enter and inspect activity covered under the provisions of the Floodplain Management Ordinance;
- The permit form will be posted in a conspicuous place on the premises in plain view; and,
- The permit will expire if no work is commenced within 180 days of issuance.

permittee hereby certify that all the statements in, and in the attachments to this permit are a true description of the existing property and the proposed development project.

Applicant: _____ Date: _____

Authorized Agent: [Signature] _____ Date: 2/25/2010

Signature: Pat Sugitru _____ Date: 2/25/2010

Issued by: Mary Schuckel _____ Date: 2/25/2010

Permit #: #10-0170

A, A1-30, AE and AH Zones [Not in Floodway]

New Development Existing Development

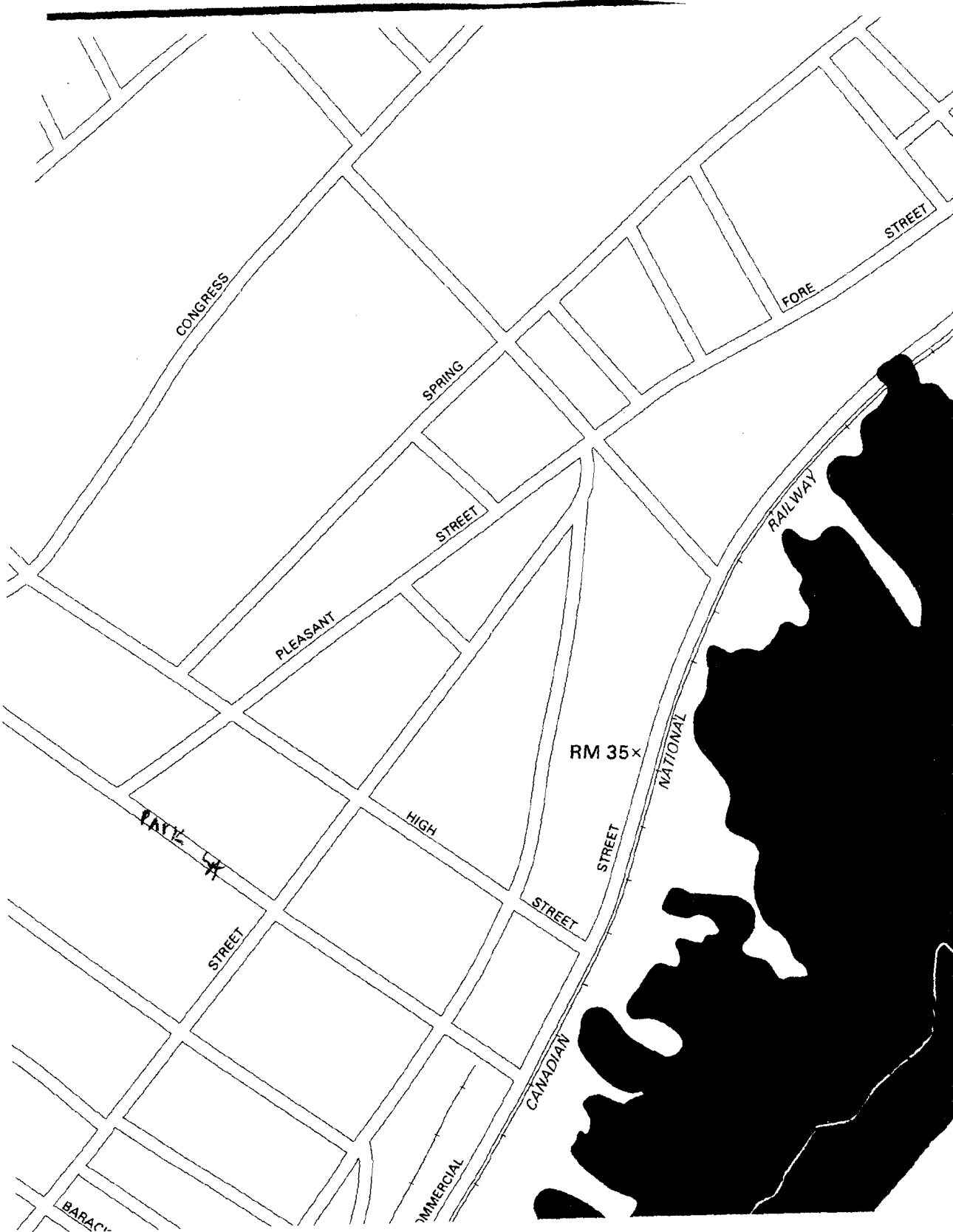
Post-FIRM Pre-FIRM

ASSESSORS =

\$ 7,600,200

<input type="checkbox"/> Minor Permit fill grading paving dredging Other	<input type="checkbox"/> New Construction	<input type="checkbox"/> Value more than 50% Substantial Improvement (Does your ordinance provide for cumulative improvements?)	<input checked="" type="checkbox"/> Value less than 50% Minor Permit Flood Damage Resistant Materials Adequately Anchored
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<input type="checkbox"/> Residential or Non Residential on crawl Elevate top of lowest floor one foot above bfe Any area below lowest floor not on fill must have hydraulic openings of one square inch for each square foot of footprint Two Part Permit Process Elevation Certificate	<input type="checkbox"/> Residential or Non Residential slab or basement Elevate top of lowest floor (including basement floor) one foot above bfe Any area below lowest floor not on fill must have hydraulic openings of one square inch for each square foot of footprint Two Part Permit Process Elevation Certificate	<input type="checkbox"/> Residential or Non Residential on fill Elevate top of lowest floor one foot above bfe Any area below lowest floor not on fill must have hydraulic openings of one square inch for each square foot of footprint Two Part Permit Process Elevation Certificate	<input type="checkbox"/> Non Residential Floodproofed Floodproofing Certificate must accompany Permit Application signed and sealed by P.E. One Part Permit
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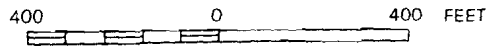
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Panel 13



APPROXIMATE SCALE



NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP

CITY OF
PORTLAND, MAINE
CUMBERLAND COUNTY

PANEL 13 OF 17
(SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY-PANEL NUMBER
230051 0013 B

EFFECTIVE DATE:
.....





STATE OF MAINE
Department of Environmental Protection

JOHN ELIAS BALDACCI
GOVERNOR

David P. Littell
COMMISSIONER

November, 2009

Don Perkins
Gulf of Maine Research Institute
350 Commercial Street
Portland, Maine 04101

RE: Natural Resources Protection Act Application, Portland, #L-23112-4C-B-M

Dear Mr. Perkins:

Please find enclosed a signed copy of your Department of Environmental Protection land use permit. You will note that the permit includes a description of your project, findings of fact that relate to the approval criteria the Department used in evaluating your project, and conditions that are based on those findings and the particulars of your project. Please take several moments to read your permit carefully, paying particular attention to the conditions of the approval. The Department reviews every application thoroughly and strives to formulate reasonable conditions of approval within the context of the Department's environmental laws. You will also find attached some materials that describe the Department's appeal procedures for your information.

If you have any questions about the permit please contact me at (207)822-6396 or at christine.woodruff@maine.gov.

Sincerely,

Christine Woodruff, Project Manager
Division of Land Resource Regulation
Bureau of Land & Water Quality

pc: File

AUGUSTA
17 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0017
(207) 287-7688 FAX: (207) 287-7826
RAY BLDG., HOSPITAL ST

BANGOR
106 HOGAN ROAD
BANGOR, ME 04401
(207-941-4570 FAX 207-941-4584

PORTLAND
312 CANCO ROAD
PORTLAND, MAINE 04103
(207) 822-6300 FAX: (207) 822-6303

PRESQUE ISLE
1255 CENTRAL DRIVE, SKYWAY PARK
PRESQUE ISLE, MAINE 04769-2094
(207) 764-0477 FAX: (207) 764-3143

WEB SITE: WWW.MAINE.GOV/DEP



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
17 STATE HOUSE STATION
AUGUSTA, ME 04333

DEPARTMENT ORDER

IN THE MATTER OF

GULF OF MAINE RESEARCH INSTITUTE) NATURAL RESOURCES PROTECTION
Portland, Cumberland County) COASTAL WETLAND ALTERATION
PIER CONSTRUCTION MODIFICATIONS) WATER QUALITY CERTIFICATION
L-23112-4C-B-N (approval)) FINDINGS OF FACT AND ORDER

Pursuant to the provisions of 38 M.R.S.A. Sections 480-A et seq. and Section 401 of the Federal Water Pollution Control Act, the Department of Environmental Protection has considered the application of GULF OF MAINE RESEARCH INSTITUTE with the supportive data, agency review comments, and other related materials on file and FINDS THE FOLLOWING FACTS:

1. PROJECT DESCRIPTION:

A. History of Project: In Department Order #L-23112-4C-A-N, dated October 17, 2006, the Department granted approval for the demolition and replacement of an existing 15-foot wide by 433-foot long pile supported pier in the same location. The project includes a new pre-cast concrete panel bulkhead in front of and the same size as the existing bulkhead with new fill between the two bulkheads and the installation of riprap on an area of existing intertidal fill under the pier. The project also includes installation of a 710-foot seawater intake pipe and a seawater outfall pipe for the research facility to be installed adjacent to the pier. The permit was extended for two years with Permit By Rule number 46939 on September 23, 2008.

B. Summary: The applicant proposes to change the project by reducing the height of the proposed bulkhead, reduce the amount of fill between the existing and proposed bulkheads, ~~eliminate the riprap in the intertidal area,~~ and dredge old fill material out from behind the existing bulkhead. The applicant proposes to dredge 800 cubic yards of sand, gravel and cobble from a 6,550 square foot area with a depth that varies from zero to seven feet. The dredged material will be dewatered in the parking lot and disposal will be in an upland area either at a licensed landfill facility or via beneficial use depending the sieve analysis and contaminant testing results. The project revisions are shown on a set of plans, the first of which is titled "Gulf of Maine Research Institute 2009 NRPA Application," prepared by Woodard & Curran, and dated September 2009. The project site is located at 350 Commercial Street in the City of Portland with frontage on the Fore River portion of Casco Bay.

C. Current Use of the Site: The applicant owns a 7.8-acre lot occupied by a research and education building, a United States Coast Guard Building, a paved parking lot, and

the remains of an existing pier and bulkhead. The site has historically been used for commercial marine activities and all of the site, including the intertidal areas, have been altered in the past by filling and constructing bulkheads and pilings. Construction of the previously approved project has not commenced.

2. EXISTING SCENIC, AESTHETIC, RECREATIONAL OR NAVIGATIONAL USES:

All the proposed modifications are either intertidal or subtidal and will not affect the scenic or aesthetic qualities of the previously approved project.

The Department did not identify any issues involving existing recreational and navigational uses.

The Department finds that the proposed activity will not unreasonably interfere with existing scenic, aesthetic, recreational or navigational uses of the protected natural resource.

3. SOIL EROSION: –

The dredged material will be dewatered in the parking lot with a stockpile containment barrier to prevent fine sediments from being transported into the Fore River. The Department finds that the activity will not cause unreasonable erosion of soil or sediment nor unreasonably inhibit the natural transfer of soil from the terrestrial to the marine or freshwater environment.

4. HABITAT CONSIDERATIONS:

The Department of Marine Resources (DMR) reviewed the revised project and stated that the proposed modification is an improvement over the original proposal that DMR reviewed in August 2006. DMR further stated that the current proposal would reduce the area of subtidal impact by 390 sq. ft. and no intertidal area would be filled.

The Department reviewed GIS maps and did not find any record of significant, threatened or endangered species in the project location.

The Department finds that the activity will not unreasonably harm any significant wildlife habitat, freshwater wetland plant habitat, threatened or endangered plant habitat, aquatic or adjacent upland habitat, travel corridor, freshwater, estuarine or marine fisheries or other aquatic life.

5. WATER QUALITY CONSIDERATIONS:

The Department does not anticipate that the proposed project will violate any state water quality law, including those governing the classification of the State's waters.

6. WETLANDS AND WATERBODIES PROTECTION RULES:

The applicant proposes to modify the project to reduce the area of intertidal riprap by 11,820 square feet, to reduce the area of subtidal fill between the existing and proposed bulkheads by 290 square feet and to dredge material from 6,550 square feet. The areas of the previously proposed riprap and the proposed dredging overlap by 1,860 feet; therefore approximately 4,690 square feet of additional area will be altered due to the proposed dredging, but there will be a net reduction in impact area of 3,700 square feet.

The area of the proposed dredging is immediately behind the existing bulkhead in the lower intertidal zone. It is in an area of old fill material consisting primarily of coarse sand, gravel, and cobble. This area has patches of knotted wrack throughout but primarily on the old pilings, which will be cut at the mud line and removed as part of the original approved project. There are common invertebrates on the mixed coarse and fine substrates including northern rock barnacle, blue mussel, and common periwinkle. Under rocks and wooden debris are encrusting green crabs, northern sea star, amphipods and rock gunnels.

The Department's Wetlands and Waterbodies Protection Rules, Chapter 310, require that the applicant meet the following standards:

A. Avoidance. No activity may be permitted if there is a practicable alternative to the project that would be less damaging to the environment. Each application for a coastal wetland alteration permit must provide an analysis of alternatives in order to demonstrate that a practicable alternative does not exist. The applicant submitted an alternative analysis for the proposed project completed by Woodard & Curran and dated September 2009. The alternative to the proposed project modifications would be to construct the project as previously permitted, which would have resulted in an additional 3,700 square feet of impact.

B. Minimal Alteration. The amount of coastal wetland to be altered must be kept to the minimum amount necessary for meeting the overall purpose of the project. The applicant has eliminated the previously approved intertidal riprap, which reduces coastal wetland impacts by 11,820 square feet. Subtidal fill is minimized by dredging behind the existing bulkhead, which allows the proposed bulkhead to be slightly closer to it, which reduces the area of subtidal fill by 290 square feet.

C. Compensation. The proposed project revisions will change the areas to be impacted and will reduce the area of intertidal impacts by 3,700 square feet. The applicant submitted a report entitled "Marine Habitat Characterization, Gulf of Maine Research Institute," prepared by Woodlot Alternatives, Inc, and dated August 2005. The report included a flora and fauna species list, a habitat map, and photographs of the entire project site. The report stated that plant and animal communities at the site have low diversity and abundance and include common species found in sheltered coastal habitats. The low number of benthic and infaunal species observed is due to historic and current disturbances at the project site. The report further stated that the pier replacement will have a minimal impact on the existing wetland functions at the project site. The



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

GULF OF MAINE RESEARCH INSTITUTE
 C/O WOODARD & CURRAN
 ONE MERCHANTS PLAZA, SUITE 501
 BANGOR, MAINE 04401

CORPS PERMIT # NAE-2006-02063
 CORPS PGP ID# 08-356
 STATE ID# TIER 2

DESCRIPTION OF WORK:

Rehabilitate the former US Coast Guard (USCG) pier in Portland Harbor at Portland, Maine in order to support USCG vessels as well as on going and future marine research initiatives. Regulated work will include the installation of buried saltwater intake and discharge structures, installation of a new concrete panel bulkhead in front of the existing deteriorated steel sheet pile bulkhead, placement of stone riprap on top of existing riprap behind the retaining wall, replacement of the existing timber pile supported deck with a 433'x
Project Description Continued on Page 2

LAT/LONG COORDINATES : 43.6504464° N 70.2546874° W USGS QUAD: PORTLAND WEST, 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).

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. Also, this permit requires you to notify us before beginning work and allow us to inspect the project. Hence, you must complete and return the attached Work Start Notification Form(s) to this office no later than 2 weeks before the anticipated starting date. (For projects requiring mitigation, be sure to include the MITIGATION WORK START FORM).

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

APPLICATION TYPE: PBR: _____ TIER 1: _____ TIER 2: _____ TIER 3: X LURC: _____ DMR LEASE: _____ NA: _____

III. FEDERAL ACTIONS:

JOINT PROCESSING MEETING: 10/2/08 LEVEL OF REVIEW: CATEGORY 1: _____ CATEGORY 2: X

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

Jay V. Clement
 JAY V. CLEMENT
 SENIOR PROJECT MANAGER
 MAINE PROJECT OFFICE

FRANK J. DEL GIUDICE / 10/31/08
 FRANK J. DEL GIUDICE DATE
 CHIEF, PERMITS & ENFORCEMENT BRANCH
 REGULATORY DIVISION



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

JOHN ELIAS BALDACCI
GOVERNOR

PATRICK K. MCGOWAN
COMMISSIONER

October 26, 2006

Don Perkins
Gulf of Maine Research Institute
350 Commercial St.
Portland ME 04101

RE: Submerged Lands Lease No. 0785-L-35

Dear Mr. Perkins:

The Bureau of Parks and Lands (Bureau) has completed its review of your application for a submerged lands lease and has determined that a lease will be granted. Enclosed are copies of the Bureau's Final Findings and Conclusions, comments received from the Department of Marine Resources (for your information), and two copies of the standard lease for signature.

Please have the appropriate person sign both copies of the lease and return them to my attention. Once executed by the Director, one copy of the signed lease will be returned to you.

If you have any questions, please feel free to contact me at (207) 287-4922 or by email to carol.dibello@maine.gov.

Sincerely,

Carol DiBello
Submerged Lands Coordinator

encl. - Findings, DMR comments & Lease (2)

cc: Sarah Nicholson w/ findings and DMR comments





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

JOHN ELIAS BALDACCI
 GOVERNOR

PATRICK K. MCGOWAN
 COMMISSIONER

SUBMERGED LANDS LEASE – FINAL FINDINGS AND DECISION

APPLICANT: Gulf of Maine Research Institute and Gulf of Maine Properties, Inc.

PROJECT LOCATION: Portland

APPLICATION: Bureau of Parks and Lands Submerged Lands Application No. SL1285-CE and Department of Environmental Protection NRPA Application No. L-23112-4C-A-N

PROJECT DESCRIPTION: The applicant proposes to rehabilitate an existing filled pier which includes the installation of a new bulkhead 7 ½ feet outside of the existing bulkhead and backfilling with crushed stone, new decking, and reinstallation of 381 feet of floats along the east side of the pier on submerged lands in Portland Harbor. The proposal also includes the installation of a water discharge pipe ending at the mean low-water mark and two water intake pipes that would extend approximately 110 feet beyond the seaward end of the pier. The pipes would be buried for most of their length and the seaward end would be marked with a warning buoy. The pipes would be used by the applicant in its research laboratory. The pier and floats will provide access and berthing for the U.S. Coast Guard which has a 30-year lease agreement with the applicant to use these structures.

A 30-year constructive easement for use of submerged lands was granted by statute in 1975. The submerged lands lease will replace the constructive easement.

REVIEW COMMENTS: Notification letters were sent to the town, abutters and Department of Marine Resources (DMR). The DMR commented that as proposed, the project should not cause any significant adverse impacts to traditional fishing, recreation, navigation, or riparian access. **Suggestions were also made concerning placement of rip-rap to minimize impacts to marine resources. The Department of Environmental Protection has indicated that the rip-rap is confined to only the area subject to erosion and will be approved.** The applicant indicated that it considered several alternatives and that the proposed alternative minimizes wetland impacts. No comments in opposition were received.

FINDINGS: Based upon its review of all information in the administrative record, the Bureau of Parks and Lands makes the following findings in accordance with Title 12 M.R.S.A. Sections 1801 & 1862 and pertinent regulations.

PUBLIC ACCESS WAYS:

The project will be located on private property and not on or adjacent to a public access point to the shore. As such, the Bureau finds that the project will not unreasonably interfere with public access ways to submerged lands.



PUBLIC TRUST RIGHTS:

The project will not unreasonably interfere with fishing, fowling, navigation, or other existing marine uses of the area.

RECREATION:

The project will not unreasonably interfere with recreation.

SERVICES AND FACILITIES NECESSARY FOR COMMERCIAL MARINE ACTIVITIES:

The project will not unreasonably diminish the availability of services and facilities necessary for commercial marine activities.


INGRESS AND EGRESS OF RIPARIAN OWNERS:

The project will not unreasonably interfere with ingress and egress of riparian owners.

DECISION: In accordance with Title 12 M.R.S.A. Sections 1801 & 1862, the Director of the Bureau of Parks and Lands has determined that Submerged Lands Lease No. 0785-L-34 will be granted to the Gulf of Maine Research Institute and Gulf of Maine Properties, Inc.

APPEAL RIGHTS: In accordance with 5 M.R.S.A. section 11002 and Maine Rules of Civil Procedure 80C, this decision may be appealed to Superior Court within 30 days after receipt of notice of the decision by a party to this proceeding, or within 40 days from the date of the decision by any other aggrieved person.

Signed:


David J. Soucy, Director

Date: October 26, 2006

TO: Carol DiBello, Submerged Lands Coordinator
Dept. of Conservation,
Bureau of Parks & Lands

FROM: Department of Marine Resources (DMR)

AUG 25 2006

SUBJECT: REQUEST FOR PROJECT REVIEW,

PROJECT: Applicant: Gulf of Maine Research Institute
Location: Portland (Portland Harbor)
Type of Project: Pier Reconstruction & Seawater Discharge/Intake Pipes

The above proposed project has been carefully reviewed and considered by DMR personnel.

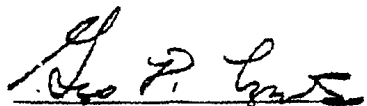
DMR personnel conducted a site visit on July 6, 2006.

DMR understands that the applicant is proposing to reconstruct a 15 ft. x 433 ft. pile supported pier formerly owned by the U.S. Coast Guard. This would involve the installation of 36 inch diameter steel support columns jacketed with concrete and PVC along the face of the existing pier every 15 ft. These would retain concrete panels approximately 5 ft. outboard of existing sheet pile. The area between these panels and existing sheet pile would be filled with crushed stone. New pier decking would be concrete. An 11,820 sq. ft. intertidal area landward of the pier would be covered by rip-rap stone. Existing timber pile stubs would be cut at the mud line. Seawater intake and discharge pipelines for a future marine laboratory (1, 18 in. dia. x ~ 80 ft. beyond Mean Low Water (MLW)); 2, 12 in. dia. x 710 ft. beyond MLW respectively) with concrete collars every 10 ft. would be buried ~ 2 ft. below subtidal substrate along the front of the reconstructed pier.

The site is a low energy manmade shore dominated by a pile supported dock, a significant portion of which is derelict. The intertidal zone is approximately 60 ft. wide with a slope of 9°. The upland is developed with storage buildings and a parking lot. The supratidal is the base of a 4 ft. high timber wall. The intertidal is sand, gravel, and cobble fill with some stone and boulders. The subtidal is sheet steel pile with soft sediment below that. The seaweed cover on hard substrate exposed to sufficient light varies from sparse to heavy. Periwinkles are present. There are scattered barnacles and mussels, and a rare green crab. There are docks to the immediate north and south.

This project as proposed should not cause any significant adverse impacts to traditional fishing, recreation, navigation, or riparian access. This project as proposed would result in the conversion of ~ 10,000 sq. ft. of soft bottom habitat to hard bottom habitat in the intertidal zone with the loss of the existing flora and fauna. Approximately 2,500 sq. ft. of subtidal area behind the new bulkhead would be filled.

Consideration should be given to placing riprap only in those areas subject to wave generated erosion to reduce loss of soft bottom habitat. Consideration should also be given to using riprap stone (preferably weathered stone) that would provide interstitial space and be readily colonized by marine organisms. Installation of seawater discharge/intake pipes should be done during the period between December 15 and April 1.



GEORGE D. LAPOINTE
COMMISSIONER OF DMR
Date: August 24, 2006

STATE OF MAINE

SUBMERGED LANDS LEASE

No. 0785-L-34

This SUBMERGED LANDS LEASE (hereinafter Lease) conveys certain limited rights in the submerged lands held by the State of Maine in trust for the public. It is not an environmental permit for the use of these lands.

This Lease is entered into by the Bureau of Parks and Lands (hereinafter Lessor), an agency of the State of Maine Department of Conservation, by its Director acting pursuant to the provisions of Title 12 M.R.S.A. Sections 1801 & 1862, and GULF OF MAINE RESEARCH INSTITUTE AND GULF OF MAINE PROPERTIES, INC. (hereinafter Lessee) 350 COMMERCIAL STREET, PORTLAND, MAINE 04101. Lessor hereby leases to Lessee, on the terms and conditions hereinafter set forth, the following described submerged land (hereinafter leased premises) situated in Cumberland County, Maine, to wit:

A certain parcel of public submerged land located in Portland Harbor, **Portland**, Maine, totaling 14,206+/- square feet, abutting adjacent upland now owned by the Gulf of Maine Research Institute as further described in Attachments A, B, C and D which are hereby incorporated into this Lease.

1. **TERM.** This lease shall commence on October 1, 2005 and continue to December 31, 2034.
2. **USE.** Lessee is hereby authorized to use leased premises for the purposes of and a pier, bulkhead, fill, floats and berthing for U. S. Government and non-profit research and educational use, and outfall and intake pipes, as described in Bureau of Parks and Lands Submerged Lands Application Number SL1285-CE and Department of Environmental Protection NRPA Application Number L-23112-4C-A-N and for no other purposes.
3. **OTHER USES.** Lessor reserves the rights of the general public to transitory fishing, fowling, recreation, navigation, and other traditional uses of leased premises, and the right of Lessor to make such other uses of leased premises, including by way of example and without limitation, the right to permit pipes to be laid thereunder or telephone wires to be maintained thereover, as shall not unreasonably interfere with Lessee's use and enjoyment of leased premises for the purposes stated in Paragraph 2 above.
4. **REGULATORY PERMITS.** Lessee shall be responsible for obtaining any and all permits required by any agency of the United States, the State of Maine, or any political subdivision thereof, having jurisdiction over the activities on the submerged lands contemplated by this Lease. Lessee's compliance with such permits and conditions thereof shall be a requirement of this Lease for all purposes including, without limitation, for purposes of defining the extent and purpose of any alteration or use of in, on, under, or over leased premises. Unless all required permits authorizing the uses contemplated hereby are issued prior to the expiration of the calendar year next following the creation of this leasehold, this Lease shall be void. In the event that any agency of the United States, the State of Maine, or any political subdivision thereof, denies or disapproves any portion of any application by Lessee for the use of leased premises or any portion thereof, this Lease shall be void as to the denied or disapproved use as of the date of such denial or disapproval. Rental payments made by Lessee for such denied or disapproved use may, upon proper request, be refunded or equitably adjusted, subject to a service charge. Failure by Lessee to abide by, or conform to, the terms and conditions of any such permit shall be an event of default hereunder.
5. **ASSIGNMENT OR SUBLEASING.** All rights leased herein by Lessor may be assigned or sublet by Lessee with the prior written consent of Lessor. Such assignment shall not be unreasonably withheld under then applicable laws, regulations, and public trust principles. Notwithstanding any such assignment or sublease,

Lessee shall be and remain liable for compliance with the terms and conditions of this lease unless released by Lessor in writing.

6. **RENTAL.** Annual rental shall be payable hereunder throughout the term hereof as follows, except that rental shall be no less than the minimum, or more than the maximum amount established by law:

\$0.00 per year.

Rental is payable on or before the first day of February each year throughout the term hereof, except as may be adjusted from time to time in accordance with Paragraph 7 below. Payment is to be made to the Bureau of Parks and Lands, 22 State House Station, Augusta, Maine 04333. Checks are to be made payable to the Treasurer, State of Maine.

7. **RENTAL ADJUSTMENT.** Lessor may adjust the rental from time to time as necessary to conform with its regulations and laws as they may be amended, but Lessor may not adjust rental for five years from the commencement date of this Lease. Subsequent adjustments may not be made more frequently than once every five years. Lessor shall give Lessee at least 120 days notice of such adjustment. In the event Lessee is unwilling to accept such adjustment, Lessee may terminate the Lease and vacate the premises within 120 days of Lessor's notice of adjustment.

8. **TAXES.** Lessee shall pay when due all taxes, charges, assessments and other impositions levied by any governmental entity upon the structures and improvements on leased premises or any operations or activities thereon.

9. **INDEMNITY.** Lessee shall defend, or cause to be defended, and indemnify and hold Lessor, its employees and agents, harmless from and against any and all manner of claims, suits, expenses, damages or causes of action arising out of, in whole or in part, the use or occupancy of leased premises by Lessee, its agents, contractors, employees, guests, invitees, permittees and sublessees.

10. **MAINTENANCE.** Lessee, at Lessee's expense, shall keep leased premises free of garbage, refuse, and other discarded material and shall maintain all improvements upon leased premises in good condition and repair.

11. **GENERAL RESTRICTIONS.** No nuisance shall be permitted on leased premises. No minerals, including, without limitation, sand and gravel, shall be removed from leased premises, and no rock, earth, ballast or other material shall be deposited upon leased premises, without the prior written consent of Lessor.

12. **CASUALTY REPLACEMENT.** In the event that the improvements and structures placed on leased premises are substantially destroyed by fire or other casualty, and Lessee does not, within two years following such casualty, rebuild or replace the affected improvements and structures, Lessor may cancel this Lease upon thirty (30) days notice to Lessee. Such rebuilding or replacement shall not be undertaken by Lessee without the prior written approval of Lessor.

13. **DEFAULT.** The following shall be deemed to be events of default hereunder:

A. Failure of Lessee to pay when due any rent payable hereunder;

B. Failure of Lessee to comply with any other provision of this Lease. When Lessee's failure is caused by circumstances beyond Lessee's control, Lessee shall bring about compliance within thirty (30) days of written notice of such failure, or, if such failure of compliance beyond Lessee's control cannot be cured within thirty (30) days, Lessee shall promptly and diligently undertake to cure such failure of compliance and cause the same to be cured as soon as the nature of the failure of compliance permits;

- C. A transfer by Lessee in fraud of creditors, or petition initiated by Lessee or adjudgement of Lessee as bankrupt or insolvent in any proceedings;
- D. Appointment of a receiver or trustee for all, or substantially all, assets of Lessee; or
- E. Abandonment by Lessee of any portion of leased premises.

Upon becoming aware of the occurrence of any such event of default, Lessor shall notify Lessee in writing. Notwithstanding section 13. B. above, if the default event has not been cured within 30 days of such notice, Lessor may, in addition to, and not instead of, any other remedies available at law or in equity, terminate this Lease without additional notice or demand to Lessee and enter onto and take possession of the leased premises. Lessee shall be liable to Lessor for all rent due hereunder and any loss and expenses incurred by Lessor by reason of such default or termination.

14. ENTRY. Lessor, its agents and representatives shall have access to leased premises and all improvements and structures thereon at all times for the purpose of inspecting and securing compliance with the terms and conditions of this Lease, and for all other lawful purposes.

15. NOTICE. Any notice required or permitted under this Lease shall be deemed to have been given when actually delivered, or when deposited in the United States mail, first class postage prepaid, addressed as follows: *To Lessor:* Bureau of Parks and Lands, 22 State House Station, Augusta, Maine 04333, ATTN: Submerged Lands Program. *To Lessee:* at the address given below by Lessee, or at such other address as Lessee may have theretofore specified by written notice actually received and placed of record with Lessor.

16. ALTERATION. Lessee shall make no alteration to leased premises, and shall place no improvements or structures in, on, or over leased premises except as specifically described in Paragraph 2 of this Lease, without Lessor's prior written consent.

17. IMPROVEMENTS. Upon the expiration, cancellation, or termination of this Lease, regardless of the reason therefore, Lessee shall have ninety (90) days to remove his property. Lessor, at its discretion, shall become owner of all improvements and structures upon leased premises not so removed. Lessor may, at its option, require Lessee to remove all such improvements and structures at Lessee's expense, and to restore leased premises to the condition in which they existed prior to the placement of any improvements or structures thereon.

18. OTHER APPLICABLE LAWS AND RULES. This Lease is subject to cancellation by an Act of the Legislature. This lease is issued in accordance with the Rules of the Bureau of Parks and Lands in effect on the effective date of this lease.

19. ABANDONMENT. Structures as described under section 2 of this Lease shall be placed on the leased premises within two (2) years of the issuance of this Lease. Once installed, such structures shall be used and maintained for their intended purpose. Failure of the Lessee to install the structures within this time frame or to use and maintain the leased premises shall be deemed an abandonment. Upon determining that the leased premises or a portion thereof have been abandoned, the Lessor at its option may terminate this lease as to the entire leased premises, or as to such portion as has not been so used or maintained, in accordance with the default provisions of Section 13.

20. MISCELLANEOUS. This Lease shall be binding upon, and shall inure to the benefit of, Lessor and Lessee and their respective successors, assigns and legal representatives. Failure of either party to complain of any act or omission on the part of the other, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. A waiver by either party at any time, express or implied, of any breach of any provision of this Lease shall not be deemed a waiver of, or consent to, any subsequent breach of the same or any other provision. Lessee may not file this Lease of record, or cause or permit the same, without Lessor's prior written consent. Lessor makes no warranty of Lessee's leasehold estate, and in the event of any

lawful ejection of Lessee, Lessor shall refund to Lessee any rentals paid to Lessor for any period of Lease term then remaining. Lessee shall comply with all applicable laws, regulations and ordinances of governmental entities having jurisdiction over leased premises. This Lease contains the entire agreement of the parties and may not be modified except by a writing subscribed by both parties.

21. **GENERAL RIGHT TO TERMINATE.** Lessee shall have the right to terminate this Lease by notifying Lessor at least thirty (30) days prior to termination date. In terminating, Lessee agrees to vacate leased premises and remove all structures and personal property of Lessee located thereon, unless other arrangements have been made, with prior approval of Lessor, to transfer ownership or otherwise dispose of same. Rental payments made by Lessee for such terminated use may, upon proper request, be equitably adjusted, subject to a service charge.

22. **EXTINGUISHMENT OF CONSTRUCTIVE EASEMENT.** Lessee hereby relinquishes any and all rights to leased premises, or any portion thereof that may have been formerly held by constructive easement under Title 12 M.R.S.A. Sections 1801 & 1862, or otherwise.

Accepted and agreed to on

November, 2006

[Signature]
(Lessee Signature)

Jonathan W. Perkins
(Print Name)

President
(Title)

QMP/Inc
(Address of Rec'd)

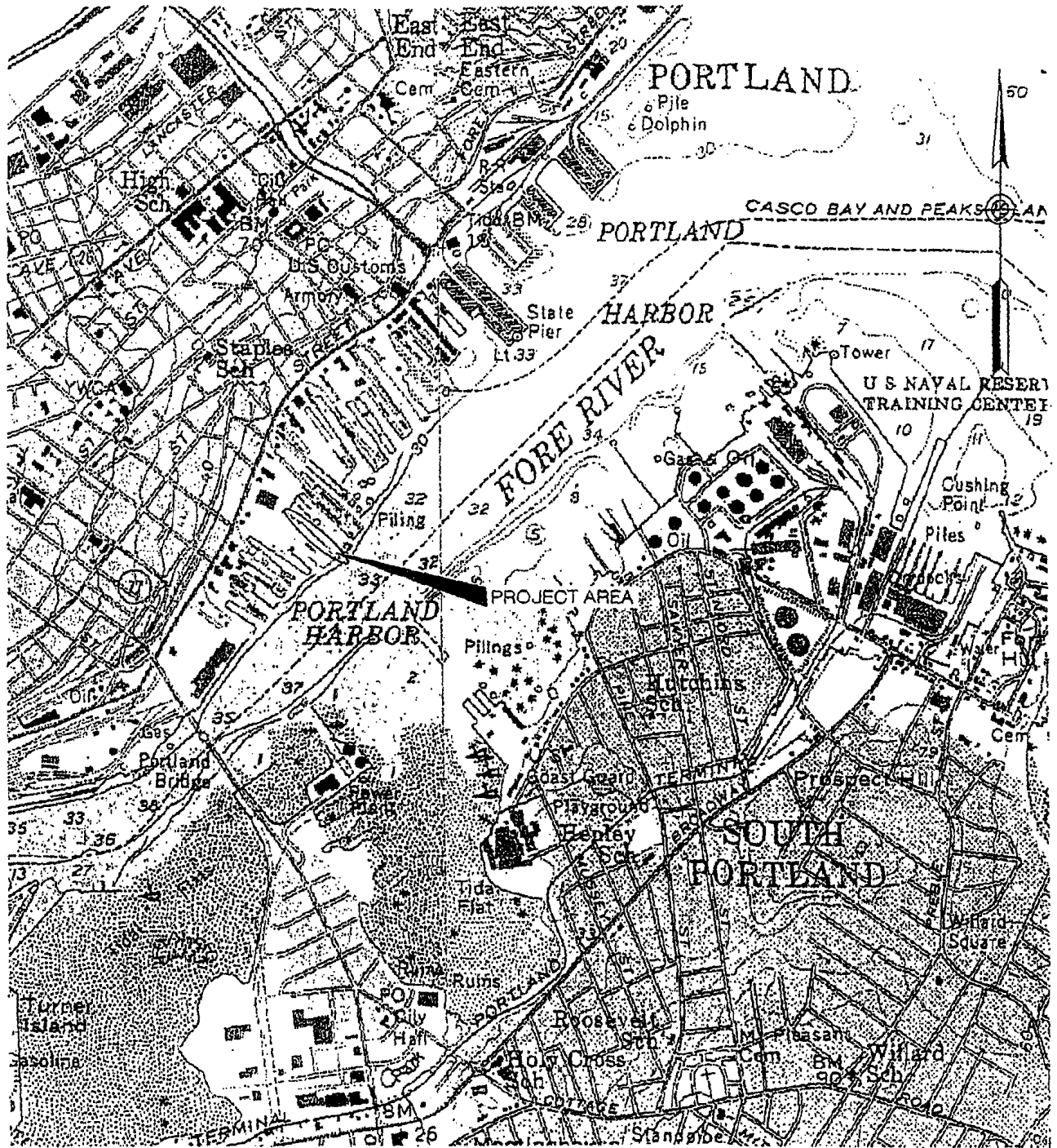
350 Commercial St

Portland, ME 04101

December 11, 2006

[Signature]
(Lessor Signature)

David J. Soucy
Director, Bureau of Parks and Lands
Department of Conservation
State of Maine



SCALE: 1"=1500'

SOURCE:

U.S.G.S. TOPOGRAPHIC QUADRANGLE PORTLAND EAST, ME, DATED 1956, PHOTOREVISED 1970, AT SCALE 1:24,000

U.S.G.S. TOPOGRAPHIC QUADRANGLE PORTLAND WEST, ME, DATED 1956, PHOTOREVISED 1970, AT SCALE 1:24,000

WOODARD & CURRAN
 Engineering · Science · Operations
 BANCOR, MAINE 603-864-2332

EXHIBIT #1
 LOCATION PLAN

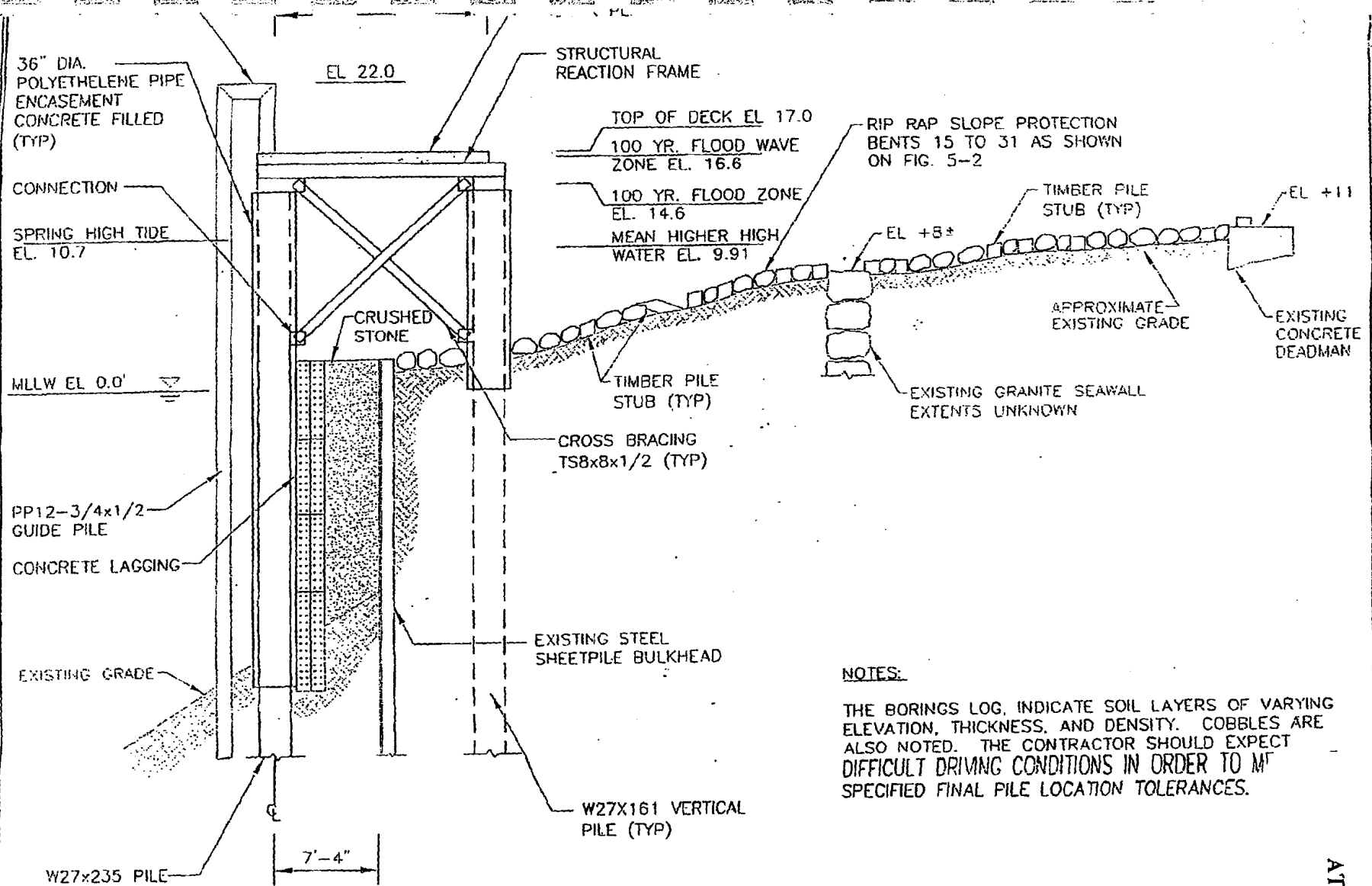
DESIGNED BY: WMC CHECKED BY: ESN
 DRAWN BY: NTD 21309801-exhibit 1-us.dwg

GULF OF MAINE RESEARCH INSTITUTE
 PORTLAND, MAINE

JOB NO. 213098
 DATE: MAY 2002
 SCALE: 1"=1500'

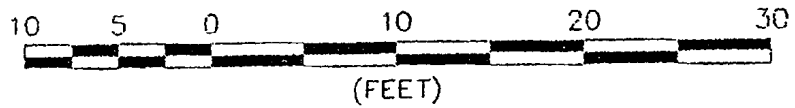
SUBMERGED LANDS LEASE
 APPLICATION

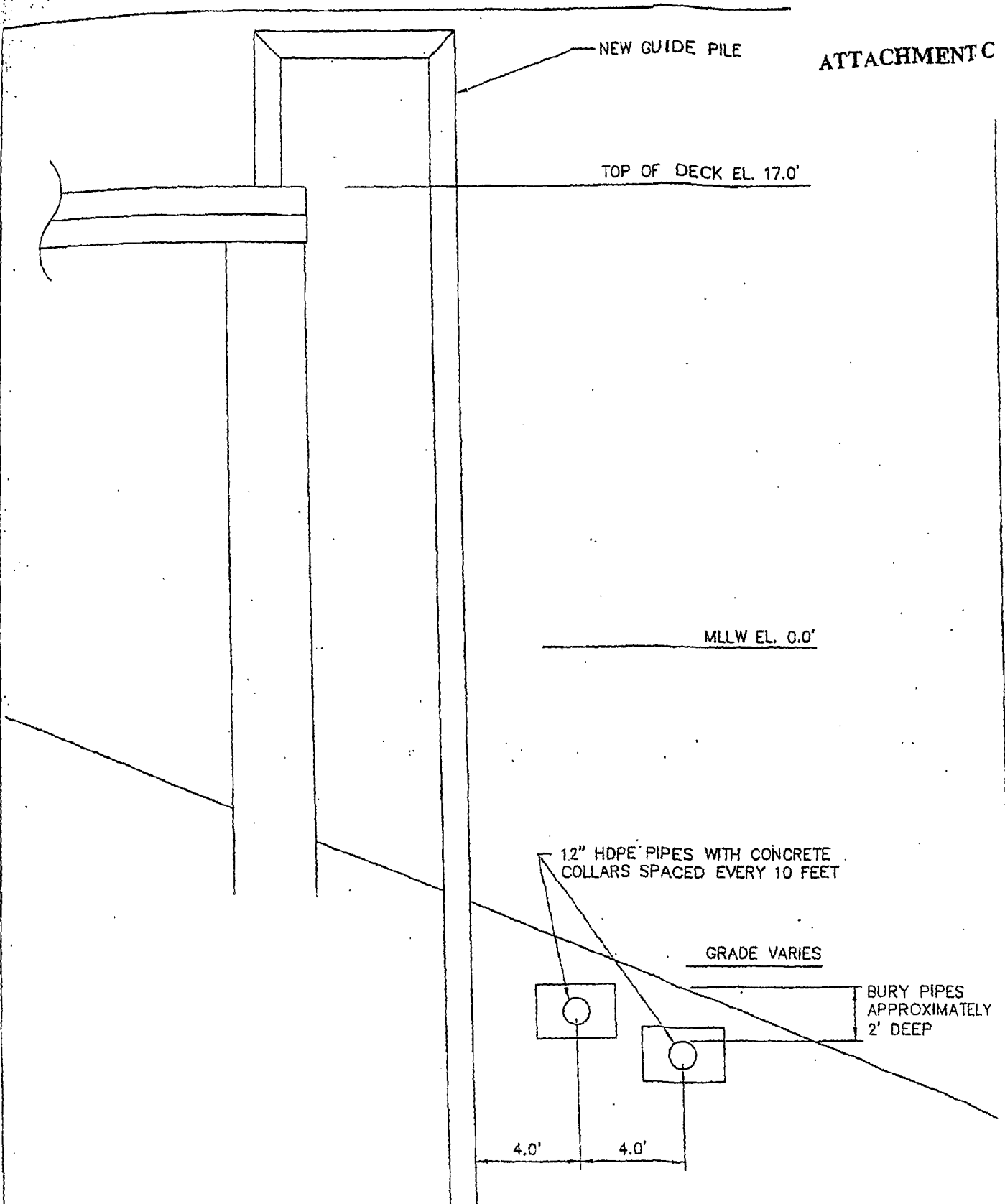
Attachment A



NOTES:
 THE BORINGS LOG INDICATE SOIL LAYERS OF VARYING ELEVATION, THICKNESS, AND DENSITY. COBBLES ARE ALSO NOTED. THE CONTRACTOR SHOULD EXPECT DIFFICULT DRIVING CONDITIONS IN ORDER TO MEET SPECIFIED FINAL PILE LOCATION TOLERANCES.


PIER SECTION





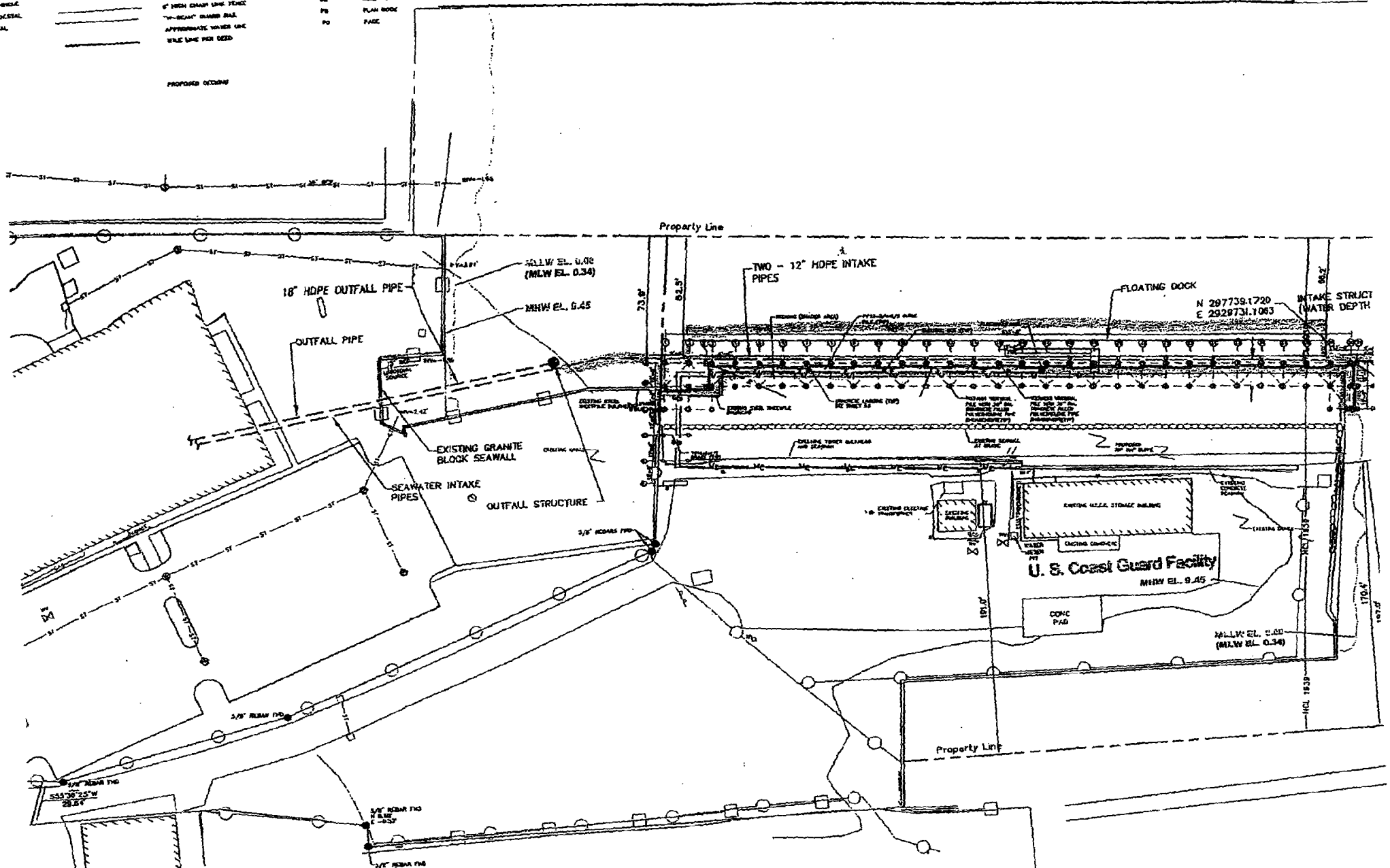
TYPICAL INTAKE PIPE SECTION

SCALE: 1" = 5'

 WOODARD & CURRAN Engineering · Science · Operations <small>BANSON, MAINE TEL: 603-883-9200</small>	TYPICAL INTAKE PIPE SECTION		<small>JOB NO: 21300</small> <small>DATE: MAY 2003</small> <small>SCALE: 1"=5'</small>
	<small>DESIGNED BY: VHC</small> <small>DRAWN BY: NTE</small>	<small>CHECKED BY: SSN</small> <small>(2130001-106_4-nrpa.dwg)</small>	GULF OF MAINE RESEARCH INSTITUTE PORTLAND, MAINE NRPA PERMIT APPLICATION PIER RECONSTRUCTION PROJECT

OVERHEAD WIRE	IN	PAR LOT
6" INCH GRAP LINE FENCE	OR	SEED BOOK
1/2" BENT IRON BAR	FB	PLAN BOOK
APPROXIMATE WATER LINE	PO	FACE
WIRE LINE PER DEED		

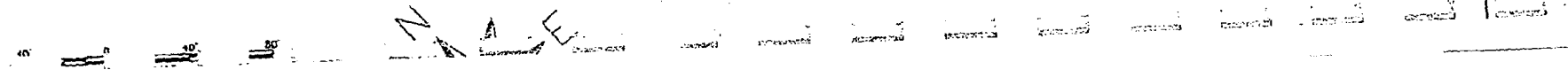
PROPOSED OCCUR



NOTE
PROPOSED PROJECT LOCATED
AT (NAVAL TRAINING WAREHOUSE)
TAX MAP 42, BLOCK C, LOTS 1,
2, 3, AND 4

N/F
HOBSON PIER INC.

Hobson's Pier



BOARD OF HARBOR COMMISSIONERS PORT OF PORTLAND PERMIT-A

EXTENSION

TO BE POSTED IN A CONSPICUOUS PLACE AT THE CONSTRUCTION SITE

To.....Gulf of Maine Research Institute, 350 Commercial Street, Portland, ME 04103.....

The undersigned, Board of Harbor Commissioners for the Harbor of Portland, has carefully considered your application, Dated the 15th day of September 2008, for a permit authorizing The reconstruction of an existing pier and installation of seawater intake pipeline and outfall pipeline.....

Having given public notice of this pending application, as required by law, and therein designated the 9th day Of October 2008, at 5:00 o'clock in the afternoon prevailing time as the time when they would meet At the South Portland City Hall, City Council Chambers to examine this issue and here all interested parties, and having met at the time and place mentioned and examined the location of this proposed construction project..... And having heard all interested parties, the Board of Harbor Commissioners for the Port of Portland hereby issues this permit which authorizes you to proceed under all applicable local and federal regulations hereinafter stated, and to maintain within the limits mentioned in the permit application.....

In addition, the construction project described above must be surrounded by a containment boom unless the Board of Harbor Commissioners for the Port of Portland has waived this requirement in writing, either as part of the above-listed conditions, or in a separate statement.

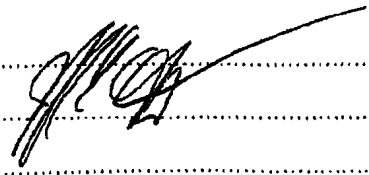
This permit is limited authorization, which contains a stated set of conditions with which the permit holder must comply. If a contractor performs the work for you, both you and the contractor are responsible for assuring that the work is done in conformance with the conditions and limitations of this authorization. Please be sure that the person who will be performing the work has read and understands these conditions.

Performing any work not specifically authorized by this permit, or that fails to comply with its conditions, may subject you to the enforcement provisions of Harbor Commission regulations. If any change in plans or construction methods is found necessary, please contact the Harbor Commission immediately to discuss modifications to your authorization. Any change must be approved by the Harbor Commission before it is undertaken.

Nothing in this permit shall be construed to justify or authorize any invasion to the private rights of others. Moreover, nothing in this permit shall limit or modify the authority of the Board of Harbor Commissioners for the Harbor of Portland with its applicable statute. Attested copies will be submitted to the U. S. Army Corps of Engineers, the Department of Environmental protection, the City of Portland, and the City of South Portland.

In Witness Whereof, the members of the Board of Harbor Commissioners for the Harbor of Portland hereunto set their hands and affix their corporate seal on this 9th day of October 2009.

The work authorized to this permit must be completed on or before the 9th day of April 2010.


.....
.....
.....
.....

Board of Harbor Commissioners for the Port of Portland

BOARD OF HARBOR COMMISSIONERS PORT OF PORTLAND PERMIT-A

TO BE POSTED IN A CONSPICUOUS PLACE AT THE CONSTRUCTION SITE

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Sharon H. Hill
.....
[Signature]
.....
[Signature]
.....
[Signature]
.....

Board of Harbor Commissioners for the Port of Portland

BOARD OF HARBOR COMMISSIONERS PORT OF PORTLAND, MAINE

Application for a Marine Construction Permit

DECISION

Date of public hearing: October 9, 2008

Name and address of applicant: Gulf of Maine Research Institute

Location of project for which permit is requested: 350 Commercial Street, Portland

Description of project: Reconstruction of existing pier and installation of seawater intake pipeline and outfall pipeline.

For the Record:

Names and addresses of witnesses (proponents, opponents and others):

Alan Lichner ^{sp?} - GMRI

Wynon Briggs

Exhibits admitted (e.g. renderings, reports, etc.):

Permit applications to Board & ACE

Findings of Fact and Conclusions of Law:

Applicant is proposing to reconstruction an existing pier for the berthing of Coast Guard vessels and to install a seawater intake pipeline and an outfall pipeline.

- there is sufficient space for construction vessels & large vessels across channel
- Replacing existing coast guard pier
- new pier will have same foot print + 7 ft. to drive pilings into good soil.
- distance between edge of federal property line is 62-65 feet.
- 1" diameter pipe - 100-800 gallons/min. ^{Coast guard vessels} inspectors can clear pipeline pipelines will be marked with signs

1) The marine structure or obstruction will not substantially or unreasonably interfere with navigation, including its impact on convenient channels for the passage of vessels, more specifically its location in close proximity to the federal channel will not unreasonably substantially or interfere with navigation and safe passage in and access to the channel.

Satisfied X Not Satisfied

Reason and supporting facts:

- Replacing existing structure.
- pipelines significant distance from surface to allow clearance of vessels

2) The marine structure or obstruction will not injure the rights of others.

Satisfied X Not Satisfied

Reason and supporting facts:

See above

3) The marine structure or obstruction will not threaten public safety.

Satisfied X Not Satisfied

Reason and supporting facts:

See above

additionally, fire boat can clear pipelines

Conclusion: (check one)

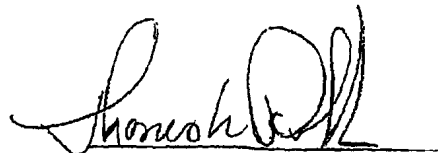
 Option 1: The Board finds that the standards described above have been satisfied and therefore GRANTS the permit.

X Option 2: The Board finds that while the standards described above have been satisfied, certain additional conditions must be imposed to minimize adverse effects on navigation and/or public safety, and therefore GRANTS the permit SUBJECT TO THE FOLLOWING CONDITIONS:

- Proper marking of intake and outfall pipelines with appropriate signage and notice to mariners.

 Option 3: The Board finds that the standards described have NOT all been satisfied and therefore DENIES the permit.

Dated: 10-9-8



Thomas W. Dobbins
Chair, Board of Harbor
Commissioners

fight title & interest

Gulf of Maine Research Institute

PIER REPLACEMENT

Portland, Maine

SECTION 00250 - SPECIAL CONDITIONS

1. Notice of Award - Contingencies.

This Contract is potentially eligible for State of Maine transportation bond monies. The award of this Contract may depend on the successful passage of this bond referendum to be voted on in November 2009 and other fundraising efforts by the Owner Gulf of Maine Research Institute ("Owner" or "GMRI"). If the bond referendum does not pass, is of insufficient size, makes this Contract ineligible for funding or in the event other funds become unavailable or the Owner's other fund raising efforts are not successful, then the Owner may, in its sole discretion, reject all bids for this Contract and elect not to award the Contract without liability to any bidder or any party. In the alternative, and subject to availability of funds, the Owner may, in its sole discretion, elect to enter into negotiations with one or more bidders regarding possible modifications regarding the scope, phasing or other aspects of the Project. The Owner reserves the right to award a contract for a modified scope of work based on such negotiations as the Owner may determine to be in its best interests or to cease any such negotiations and not award any contract.

The Owner shall have 60 days following bid opening to deliver a written Notice of Intent to Award and request a payment bond, performance bond, insurance bond, special certifications and other information from the selected Bidder. If the selected Bidder is not prequalified at the time of bid opening, the Owner shall have 15 days from the successful completion of the prequalification process or 60 days following bid opening; whichever is longer. Once these pre-execution conditions are met, the Owner may, subject to the rights reserved herein, execute the Contract and notify the Contractor of the award with a written notice of award. If a Notice of Award is not sent within 60 days of receipt of the proper bonds and insurance, the apparent successful bidder may withdraw its bid without forfeiture of its Bid Guaranty.

2. Prevailing Wages and Other Federal and State Requirements.

This project is funded through federal and state grant funds and is subject to federal and state contracting requirements including but not limited to the ~~Davis-Bacon Act~~ as amended, Equal Employment Opportunity requirements, Copeland "Anti-Kickback" Act, Debarment and Suspension requirements, Byrd Anti-Lobbying Amendment, Clean Air Act, Rights to Inventions, Contract Work Hours and Safety Standards Act as set forth in further detail on Appendix A hereto.

3. Participation of Small Business Minority-Owned Firms, or Women's Business Enterprises.

All Contractors submitting bids must demonstrate efforts to ensure that small businesses, minority-owned firms, and women-owned business enterprises are utilized whenever possible to the fullest extent practicable; that information on subcontracting or purchasing opportunities is made available; that it has taken positive action to encourage and facilitate participation by small businesses, minority-owned firms, and women-owned business enterprises or consortiums of same when a contract is too large for one of these firms to handle individually.

4. Commencement of Work

The Contractor shall coordinate commencement of work with the Owner.

Gulf of Maine Research Institute
PIER REPLACEMENT
Portland, Maine

5. Completion of Work

[REDACTED]

6. Contractor's Emergency Services

The Contractor must make satisfactory arrangements with the Owner to service emergencies or complaints which may occur at night, over the weekend, or when the job is shut down. If it does not, the Owner may make arrangements and the cost will be charged to the Contractor. Before the final estimate is certified for payment, Contractor shall make similar arrangements to cover the guarantee period.

7. Schedule

Contractor shall submit a work schedule for approval, to Owner and Engineer. Schedule shall be updated on a weekly basis and reviewed by the Owner.

8. Weekly Project Meeting

To enable orderly review during progress of the work and provide for a systematic discussion of problems, the Owner will conduct weekly Project Meetings with the Contractor throughout the construction period.

Persons designated by the Contractor to participate in these meetings shall have all required authority to commit the Contractor to solutions agreed upon at Project Meetings.

9. Permit Agreements

Contractor shall obtain all required permits prior to commencing work, including City of Portland building permit if required.

All construction work related to this project shall be in strict compliance with all permits issued or soon to be issued to the Owner by Federal, State and local regulatory agencies.

10. Special Structures

Extreme care shall be exercised when operating in the vicinity of the existing structures to remain and in the vicinity of existing adjacent structures.

11. Discovery

A. It was not possible for the Owner and/or Engineer to observe all existing conditions in the completion of these documents. The accuracy of the existing conditions data is not guaranteed to the Contractor and the Contractor shall not be entitled to an adjustment of the Contract Price on account of unforeseen conditions discovered during the course of the Work. During the execution of the Work, it shall be the Contractor's responsibility to discover, identify and observe existing conditions not anticipated by the Construction Documents, and promptly notify the Engineer of such conditions and proposed solutions at no additional cost to the Owner.

Gulf of Maine Research Institute
PIER REPLACEMENT
Portland, Maine

B. The Engineer's services include preparation of the Construction Documents; periodic site visits during construction to provide requested clarifications and observe the progress of the Work. It shall be the Contractor's responsibility to notify the Engineer, in writing, of any substantive changes to the Work, or discovery of existing conditions, which may affect the integrity of the proposed design. Such notice shall be served prior to proceeding with Work affected by such changes or conditions. No Extra Work or changes in the design intent shall be commenced without written authorization of Engineer and Owner.

12. Bid submission shall include detailed description of the following:

- Construction Schedules
- Evidence of Insurance
- Prequalification status



Application for Exemption from Site Plan Review

Portland, Maine

Department of Planning and Urban Development, Planning Division and Planning Board

PROJECT NAME: Gulf of Maine Research Institute Pier Replacement Project

PROJECT ADDRESS: 350 Commercial Street, Portland Maine, 04101

PROJECT DESCRIPTION: (Please Attach Sketch/Plan of Proposal/Development)

Remove and Replace existing pier, see attached drawings

RECEIVED

CHART/BLOCK/LOT: _____

FEB 10 2010

CONTACT INFORMATION:

City of Portland
Planning Division

OWNER/APPLICANT

CONSULTANT/AGENT

Name: Patrick Sughrue
Address: Cianbro Corp
60 Cassidy Point Drive
Zip Code: 04102
Work #: 207-318-9448
Home #: 207-553-2701
Fax #: 207-773-7617
E-mail: psughrue@cianbro.com

Name: Daniel O'Connoe, P.E.
Address: Appledore Marine
600 State St., Portsmouth, NH
Zip Code: 03801
Work #: 978-239-9519
Home #: 603-766-1870
Fax #: _____
E-mail: DOConnor@appledoremachine.com

Criteria for Exemptions:

(See Section 14-523 (4) on page 2 of this application)

	Applicant's Assessment Y(yes), N(no), N/A	Planning Division Use Only
a) Is the proposal within existing structures?	Yes	replacement
b) Are there any new buildings, additions, or demolitions?	No	N
c) Is the footprint increase less than 500 sq. ft.?	No	No increase
d) Are there any new curb cuts, driveways or parking areas?	No	N
e) Are the curbs and sidewalks in sound condition?	Yes	Y
f) Do the curbs and sidewalks comply with ADA?	Yes	Y
g) Is there any additional parking?	No	N
h) Is there an increase in traffic?	No	N
i) Are there any known stormwater problems?	No	N
j) Does sufficient property screening exist?	N/A	Y
k) Are there adequate utilities?	Yes	Y

Planning Division Use Only

Exemption Granted Partial Exemption Exemption Denied

with 2 conditions -

See attached

Planner's Signature

Barbara Barhydt

Date

Feb. 11, 2010

**PROVISION OF PORTLAND CITY CODE
14-523 (SITE PLAN ORDINANCE)
RE: EXEMPTIONS FROM SITE PLAN REVIEW**

Sec. 14-523. Approval required.

No person shall undertake any development without obtaining approval therefore under this article.

- (4) The Planning authority shall exempt from review under all standards in this article developments that meet all of the following requirements:
- a. The proposed development will be located within existing structures, and there will be no new buildings, demolitions, or building additions other than those permitted by subsection b of this section;
 - b. Any building addition shall have a new building footprint expansion of less than five hundred (500) square feet;
 - c. The proposed site plan does not add any new curb cuts, driveways, or parking areas; the existing site has no more than one (1) curb cut and will not disrupt the circulation flows and parking on-site; and there will be no drive-through services provided;
 - d. The curbs and sidewalks adjacent to the lot are complete and in sound condition, as determined by the public works authority, with granite curb with at least four (4) inch reveal, and sidewalks are in good repair with uniform material and level surface and meet accessibility requirements of the Americans with Disabilities Act;
 - e. The use does not require additional or reduce existing parking, either on or off the site, and the project does not significantly increase traffic generation;
 - f. There are no known stormwater impacts from the proposed use or any existing deficient conditions of stormwater management on the site;
 - g. There are no evident deficiencies in existing screening from adjoining properties; and
 - h. Existing utility connections are adequate to serve the proposed development and there will be no disturbance to or improvements within the public right-of-way.

A developer claiming exemption under this subsection shall submit a written request for exemption stating that the proposed meets all of the provisions in standards a-h of this subsection, including an itemized statement by a qualified professional. Upon receipt of such a request, the planning authority will visit the site to verify that the exemption is applicable due to compliance with the standards. The planning authority, after consultation with the public works authority, shall render a written decision within twenty (20) working days after receipt of a written request for exemption that contains all the information required by this subsection. If a full exemption is granted, the application shall be approved without further review under this article, and no performance guarantee shall be required. The planning authority may require full site plan review of a project that meets the criteria of this subsection if it determined that there is a substantial public interest in the project.

In the event that the planning authority determines that standards a and b of this subsection and at least four (4) of the remaining standards have been met, the planning authority shall review the site plan under the review standards in section 14-526 that are affected by the standards in this subsection that have not been met. An application that receives review by the planning board shall receive a complete review under the standards of section 14-526. The planning authority shall notify an applicant in writing that full or partial site plan review is required, the reasons for the decision, and the information that will be required for site plan review.

IMPORTANT NOTICE TO APPLICANT

An Exemption from site plan review does not exempt this proposal from other approvals or permits, nor is it an authorization for construction. You should first check with the Building Inspections Office, Room 315, City Hall (874-8703), to determine what other City permits, such as a building permit, will be required.

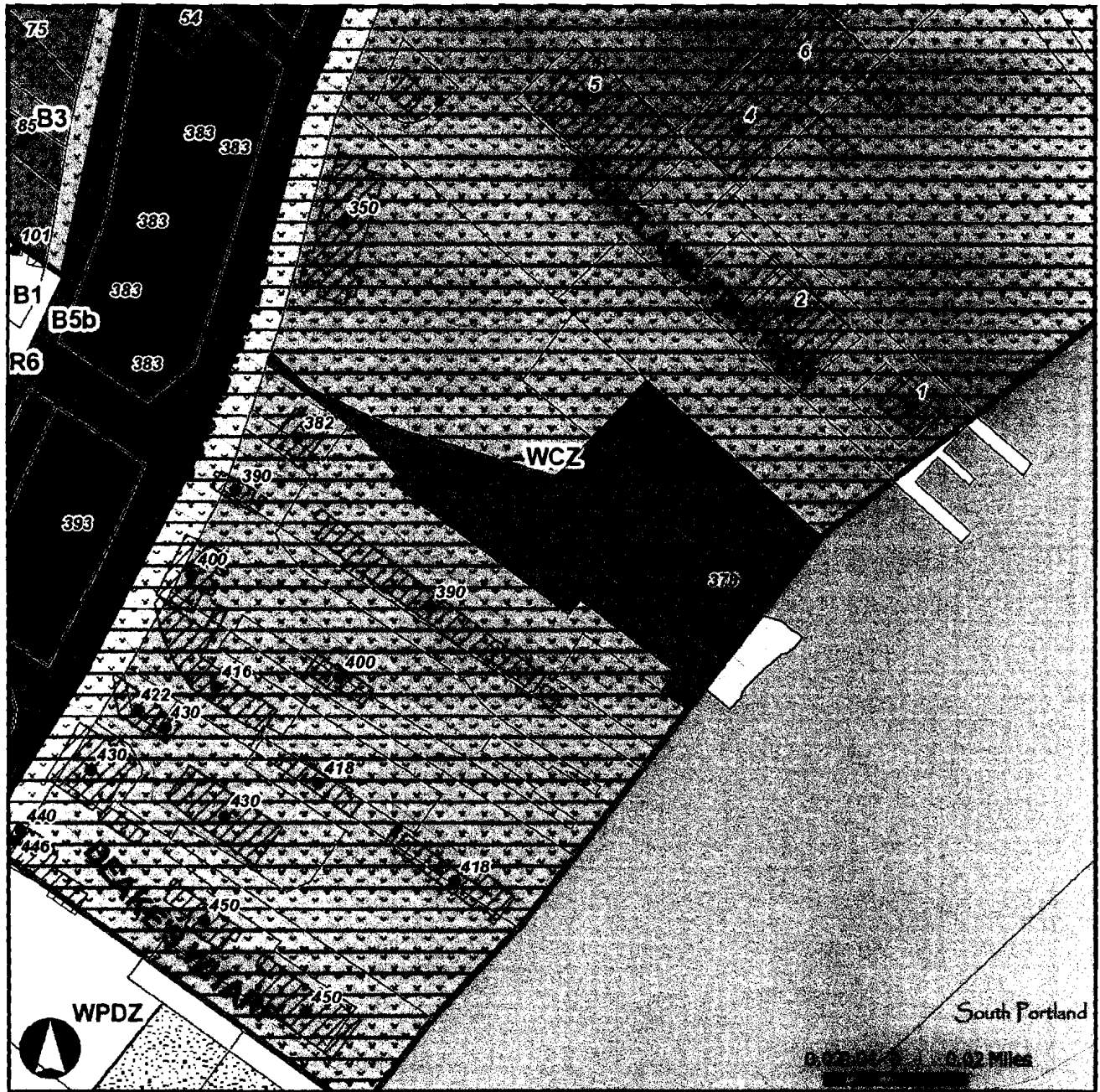
Planning Barbara Barhydt

February 11, 2010

The request for a site plan exemption is for the replacement of the existing pier at Gulf of Maine. All federal, state and local approvals for the replacement of the pier were included in the application. The site plan exemption is granted with two conditions of approval:

1. The granting of an exemption from site plan review does not constitute approval of building plans, which must be reviewed and approved by the City of Portland's Inspection Division.
2. Erosion control measures for the landside improvements shall be installed prior to the start of construction.

Map



Parcels



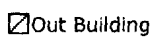
Interstate



Streets



Buildings



Island Zoning (continued)



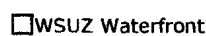
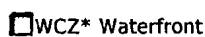
Zoning



Zoning (continued)



Professional



Zoning (continued)





City of Portland
GIS



DISCLAIMER : This is a product of the City of Portland MIS Department. The data depicted here have been developed with cooperation from other federal, state and local agencies. The City of Portland expressly disclaims responsibility for damages or liability that may arise from the use of this map.

Copyright 2007
City of Portland
389 Congress St.
Portland, Maine
04101



PORTLAND MAINE

Strengthening a Remarkable City, Building a Community for Life - www.portlandmaine.gov

Fire Department

HOT WORK PERMIT

**BEFORE INITIATING HOT WORK, ENSURE PRECAUTIONS ARE IN PLACE!
MAKE SURE AN APPROPRIATE FIRE EXTINGUISHER IS READILY AVAILABLE!**

This Hot Work Permit is required for an operation involving open flames or producing heat and/or sparks. This includes, but is not limited to: Brazing, Cutting, Grinding, Soldering, Thawing Pipe, Torch-Applied Roofing², Cadwelding.

INSTRUCTIONS

- A. Verify precautions listed at right (or do not proceed with the work).
- B. Complete and retain this permit

HOT WORK BEING DONE BY

- EMPLOYEE
- CONTRACTOR CIANBRO

DATE 2/22/2010 - 12/31/2010

LOCATION/BUILDING AND FLOOR

Address 360 COMMERCIAL ST
PORTLAND ME 04101

Location of worksite within building

PIER DEMO / REPAIRS

Site Phone # 207-318-9448

207-415-5248

After Hours Phone # 207-318-9448

DESCRIPTION OF JOB/OBJECT

DEMO PIER - WELDING/CUTTING/
WELD PILE / - CONSTRUCT NEW

PIER - WELD PILE / FABRICATE

NAME OF PERSON DOING HOT WORK

PAT S46HQUE
CIANBRO BILL MOUTON

I verify the above location has been examined, the precautions checked on the Required Precautions Checklist have been taken to prevent fire, and permission is authorized for work.

SIGNED

PERMIT EXPIRES	<u>12/31/10</u>	DATE	TIME	AM PM
----------------	-----------------	------	------	----------

NOTE EMERGENCY NOTIFICATION ON BACK OF FORM.
USE AS APPROPRIATE FOR YOUR FACILITY.

THIS PERMIT IS GOOD FOR ONE-DAY ONLY

FOR DURATION OF PROJECT

Fee Amount \$25.00 Payment Received: EM

Issued By: CM

REQUIRED PRECAUTIONS CHECKLIST

- Available sprinkler, hose streams, and extinguishers are in service/operable.
- Hot work equipment in good repair.

Requirement within 35ft (11m) of work

- Flammable liquids, dust, lint, and oil deposits removed.
- Explosive atmosphere in area eliminated.
- Floors swept clean.
- Combustible floors wet down, covered with damp sand or fire-resistant sheets.
- Remove other combustibles where possible. Otherwise protect with fire-resistant tarpaulins or metal shields.
- All wall and floor openings covered.
- Fire-resistant tarpaulins suspended beneath work.

Work on walls or ceilings/enclosed equipment N/A

- Construction is noncombustible and without combustible covering or insulation.
- Combustibles on other side of walls moved away. Danger exists by conduction of heat into another area.
- Enclosed equipment cleaned of all combustibles.
- Containers purged or flammable liquids/vapors.

Fire watch /hot work area monitoring

- Fire watch will be provided during and for 30 minutes after work, including any coffee or lunch breaks.
- Fire watch is supplied with suitable extinguishers.
- Fire watch is trained in use of this equipment and in sounding alarm.
- Fire watch may be required for adjoining areas, above, and below.
- Monitor hot work area for 30 minutes after job is completed.

Other Precautions Taken

- Confined space entry permit required. N/A
- Is area protected with smoke or heat detection. OUTSIDE
- Ample ventilation to remove smoke/vapor from work area. OUTSIDE
- Lockout/tagout required. N/A



ARCHITECTURE
ENGINEERING
PLANNING

Letter of Transmittal

ATTN: Bill Needleman
Company: Planning Department
Portland City Hall
389 Congress Street, Suite 400
Portland, ME 04101

via courier

Date: 7-16-04
From: Christine MacDonald for
Dennis Jud
Re: Coast Guard Deed
Project: Gulf of Maine Research Institute

Job #: 03034

- We are sending you: Attached Under separate cover via _____ the following:
 Shop drawings Prints Plans Samples Specifications
 Copy of letter Change Order Other: See Below

Copies	Date	No	Description
3	7-16-04		Coast Guard Deed

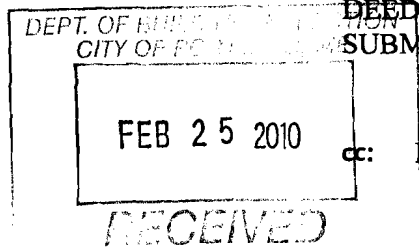
- These are transmitted as checked below:
- | | | |
|---|---|---|
| <input type="checkbox"/> For approval | <input type="checkbox"/> Approved as submitted | <input type="checkbox"/> Resubmit _____ copies for approval |
| <input checked="" type="checkbox"/> For your use | <input type="checkbox"/> Approved as noted | <input type="checkbox"/> Submit _____ copies for distribution |
| <input checked="" type="checkbox"/> As requested | <input type="checkbox"/> Returned for corrections | <input type="checkbox"/> Return _____ corrected prints |
| <input type="checkbox"/> For review and comment | <input type="checkbox"/> Other: _____ | |
| <input type="checkbox"/> For BIDS DUE _____, 20____ | <input type="checkbox"/> Prints RETURNED AFTER LOAN to us | |

Northeast

Mid-Atlantic

Southeast

► Remarks:



DEED AND SIGNATURE FOR COAST GUARD PROPERTY RELATED TO RECENT SUBMISSION FOR GULF OF MAINE RESEARCH INSTITUTE.

cc: Don Perkins, Steve Bushey, DVJ, DRL (transmittal only), 03034 / 15

144 Fore Street
PO Box 618
Portland, Maine 04104
☎ 207 772-3846
☎ 207 772-1070
www.smrtinc.com

Signature:



GULF OF MAINE RESEARCH INSTITUTE

**PO Box 7549
Portland, ME 04112**

Phone: 207-772-2321

Fax: 207-772-6855

www.gma.org

DATE: 7/16/04	
TO: Dennis Judd	FAX # 772-1070
FROM: Traci Simpson	PHONE #
PAGES: 10	
RE: Coast Guard Deed	

Proj# _____ File# _____

Routing _____

United States Senate
COMMITTEE ON GOVERNMENTAL AFFAIRS
340 Dirksen Senate Office Building, Washington, D.C. 20510

Susan M. Collins, Chairman
Joseph I. Lieberman, Ranking Member

FAX COVER SHEET

Fax Number (202) 224-9603

Sending To: MR. DON PERKINS

Fax Number: 202 772 6855 Telephone Number:

Date: 16 JUL 04 Time: 11:00 From: MICHAEL BOPP

9 pages (inclusive of this cover sheet)

Please call (202) 224-4751 if you have any questions.

COMMENTS:

CONST GUARD Deed.

This message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the Committee immediately (202/224-4751) and return the original message to the Committee at 340 Dirksen Senate Office Building, Washington, D.C. 20510 via United States Post Office.

DEED

KNOW ALL MEN BY THESE PRESENTS, that the UNITED STATES OF AMERICA, acting by and through the Secretary of Homeland Security, under and pursuant to the powers and authority set forth in the provisions of Section 347 of Public Law 107-295, enacted November 25, 2002 as the Maritime Security Act of 2002, and by delegation of authority to the Commandant, United States Coast Guard, contained in the Department of Homeland Security's Delegation No. 0171, and by further written delegation by the Commandant, U. S. Coast Guard, dated July 13, 2004, to his duly authorized designee, (the "Grantor"), without payment of consideration, does hereby GRANT, GIVE, REMISE, AND RELEASE, without warranty or representation of any kind or nature, express or implied, unto the GULF OF MAINE RESEARCH INSTITUTE, formerly known as the Gulf of Maine Aquarium Development Corporation and doing business as the Gulf of Maine Aquarium (the "Grantee"), all such right, title, and interest as Grantor has in and to a certain parcel of land situate, lying and being in Cumberland County, Maine (the "Property"), as more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein.

The Property is conveyed subject to any and all existing reservations, easements, restrictions, covenants, and rights, recorded or unrecorded, for roads, highways, streets, railroads, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, and rights-of-way, and including but not limited to, any easements, reservations, rights, and covenants described herein; any state of facts that would be disclosed by a physical examination of the Property; any state of facts that an accurate and adequate survey of the Property would disclose; and any and all other matters of record.

The Property is conveyed and granted subject to the following further covenants, easements, conditions, matters and restrictions:

CONDITION OF PROPERTY. The Grantee, in accepting this Deed, acknowledges and attests that it has inspected, is aware of, and accepts the condition and state of repair of the Property. It is understood and agreed that the Property is conveyed "as is" and "where is" without any representation, warranty or guarantee of any kind or nature, express or implied, including, without limitation, any representation, warranty or guarantee as to quantity, quality, character, condition, size, or kind, or that the same is in any particular condition or fit to be used for any particular purpose. The Grantee acknowledges that the Grantor has made no representation or warranty concerning the condition or state of repair of the Property that has not been fully set forth in this Deed.

USE CONDITIONS. This conveyance and grant are subject to the following conditions:

1. The term "Grantee" means the Gulf of Maine Research Institute, formerly known as the Gulf of Maine Aquarium Development Corporation and doing business as the Gulf of Maine Aquarium, its successors and assigns.
2. The term "aid to navigation" shall mean equipment used for navigation purposes, including a light, antenna, sound signal, electronic navigation equipment, cameras, sensors power source, or other related equipment that are operated or maintained by the United States.
3. A portion of the Property conveyed herein shall be subject to a U.S. Government Lease for Real Property, executed on November 24, 2003, by the Grantee as "Lessor" and Grantor as "Lessee" (the "Lease"), for a term of thirty years without payment of consideration, in order to allow the United States Coast Guard to execute and perform missions from and upon the leased premises. The Lease contains the following terms and conditions:
 - A. Grantor's right of ingress and egress over the Property, including the pier and bulkhead, at any time, without notice, for purposes of access to Coast Guard vessels and performance of Coast Guard missions

- and other mission-related activities.
- B. The right to berth Coast Guard cutters or other vessels as required in the moorings along the east side of the Property and the right to attach floating docks which shall be owned and maintained at the Grantor's sole cost and expense.
 - C. The right to operate, maintain, remove, relocate, or replace an aid to navigation located upon, or to install any aid to navigation upon, the Property as the Coast Guard, in its sole discretion, may determine is needed for navigational purposes.
 - D. The right to occupy up to 3,000 contiguous gross square feet at the Property for storage and office space, which will be provided and constructed by the Grantee, at the Grantee's sole cost and expense, and which will be maintained, and utilities and other operating expenses paid for, by the Grantor at its sole cost and expense.
 - E. The right to occupy up to 1,200 contiguous gross square feet of offsite storage in a location other than the Property, which will be provided by the Grantee at the Grantee's sole cost and expense, and which will be maintained, and utilities and other operating expenses paid for, by the Grantor at its sole cost and expense.
 - F. The right for Coast Guard personnel to park up to 60 vehicles, at no expense to the Grantor, in the Grantee's parking spaces on the Property or in parking spaces that the Grantee may secure within 1,000 feet of the Property or within 1,000 feet of the Coast Guard Marine Safety Office Portland. Spaces for no less than 30 vehicles shall be located on the Property.
 - G. The Lease may be renewed, at the sole option of the Grantor, for additional lease terms, in accordance with the provisions of the Lease.
 - H. The Grantor may not sublease the leased premises to a third party or use the leased premises for purposes other than fulfilling the missions of the Coast Guard and for other mission related activities.
 - I. The Secretary, in consultation with the Commandant, may terminate the Lease with the Grantee in the event that the Coast Guard ceases to use the leased premises.
4. The Property conveyed herein shall be subject to a Bulkhead Agreement, executed by the Grantee and Grantor on November 24, 2003 (the "Bulkhead Agreement"), subject to the Commandant of the U.S. Coast Guard's design specifications, project's schedule, and final approval, pursuant to which Bulkhead Agreement the Grantee has agreed to replace the bulkhead and pier which connects to, and provides access from, the bulkhead to the floating docks, at the Grantee's sole costs and expense, on the east side of Property within 30 months from the date of this conveyance. The Commandant may further authorize improvement of the leased premises during the lease term described in Paragraph 3 above, at the sole cost and expense of the Grantor.
 5. The Property conveyed herein shall be subject to two additional agreements, executed by the Grantee and Grantor on November 24, 2003, with the following terms and conditions: (1) The "Utilities Agreement" allows the Grantor to operate and maintain existing utility lines and related equipment, at the Grantor's sole cost and expense, and further provides that in the event and at such time as the Grantee constructs its proposed public aquarium, the Grantee shall replace existing utility lines and related equipment and provide additional utility lines and equipment capable of supporting a third 110-foot Coast Guard cutter, with comparable, new, code compliant utility lines and equipment at the Grantee's sole cost and expense, maintain such utility lines and related equipment from an agreed upon demarcation point, and make such utility lines and equipment available for use by the Grantor, if the Grantor pays for its use of utilities at its sole cost and expense, all in accordance with the provisions of the Utilities Agreement; and (2) The "Maintenance Agreement" requires the Grantee to maintain, at the Grantee's sole cost and expense, the replacement bulkhead and pier on the east side of the Property. The Grantor shall maintain, at its sole cost and expense, any U. S. Coast Guard active aid to navigation located upon the Property.

- 6. By acceptance of this Deed, Grantee covenants and warrants that it shall not interfere or allow interference in any manner, with use of the leased premises by the Grantor during the term of the Lease, nor shall the Grantee interfere or allow interference, in any manner, with any aid to navigation nor hinder activities required for the operation and maintenance of any aid to navigation, without the express written permission of the head of the agency responsible for operating and maintaining the aid to navigation.

HISTORICAL ARTIFACTS. The Grantor shall retain all rights, title and interest in and to any historical artifact, associated with the Property herein conveyed, whether located at the Property or elsewhere. For purposes of this conveyance, a "historical artifact" is defined as any personal property that has historical significance or value, as determined by Grantor in consultation with the Maine State Historical Preservation Officer and/or the federal Advisory Council on Historic Preservation.

ENVIRONMENTAL CONSIDERATIONS. Pursuant to Section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9620(h): (a) the environmental condition of the Property, to the extent known at the time of execution of this Deed, is reflected in the "CERCLA 120(h) STATEMENT" dated 21 December 2000, provided as Exhibit "B" which is attached hereto and made a part hereof, (b) any additional remedial action found to be necessary after the date of transfer to the Grantee shall be conducted by the Grantor; and (c) the Grantor shall retain a right of access to the Property in order to effectuate any necessary remedial action or corrective action, until such time as the remedial action or corrective action is complete.

In connection with the obligations under the immediately preceding paragraph of this Deed, Grantor hereby reserves a right of access to any and all portions of the Property for the purposes of environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of, to the extent permitted by law, available utilities at reasonable cost. These rights shall be exercised solely in any case in which a remedial action, response action, or corrective action is found to be necessary pursuant to CERCLA after the date of conveyance of the Property for contamination existing on the Property prior to the date of such conveyance; or when such access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States and its officers, agents, employees, contractors, and subcontractors shall have the right (upon reasonable notice to the Grantee or the then owner of the Property) to enter upon the Property and conduct investigations and surveys, which may include, without limitation, drillings, test pitting, borings, data and/or record compilation, and other activities related to environmental investigation, and to carry out remedial or removal actions required to be conducted by the United States pursuant to the terms of the immediately preceding paragraph including, but not limited to, monitoring wells, pumping wells, and treatment facilities.

In the event Grantee seeks to have the United States conduct or pay for any response action pursuant to this provision, and, as a condition precedent to the United States incurring any cleanup obligation or related expenses, the Grantee bears the burden of providing the United States at least ninety (90) days prior notice for such a claim, and demonstrating by a preponderance of the evidence that: (1) the claimed contamination existed prior to the date of this conveyance, or was the result of any act or failure to act by the Grantor; and (2) the need to conduct such additional response action was not the result of any act or failure to act by the Grantee, its successors and assigns.

ASBESTOS. The Grantee, by accepting this Deed, acknowledges that it has been provided with the following notice and warning by Grantor. Grantee acknowledges that it accepts the transfer and Deed of the Property subject to the terms and conditions contained herein:

- 1. Asbestos is a hazardous material. Unprotected exposure to asbestos fibers has been determined to significantly increase the risk of cancer, mesothelioma, and asbestosis. These diseases can cause serious bodily harm resulting in disability or death.
- 2. The Grantee is deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including any asbestos hazards or concerns.

3. No warranties, either express or implied, are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of Grantee to have inspected or to be fully informed as to the condition of all or any portion of the Property shall not constitute grounds for any claim or demand against Grantor.
4. Any error or omission in the information provided to the Grantee shall not constitute grounds or reason for any claim by Grantee against Grantor.
5. Grantor assumes no liability for damages for personal injury, illness, disability or death to Grantee or to Grantee's employees, invitees, or any other person subject to Grantee's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property.
6. Grantee further agrees by acceptance of the Deed to the Property that, in its use and occupancy of the Property, it will comply with all Federal, State, and local laws, ordinances, orders and regulations relating to asbestos.

LEAD PAINT. Grantor has not observed lead-based paint at the Property. However, by acceptance of this Deed, the Grantee acknowledges that it has been afforded an opportunity to inspect the Property and to test for evidence of lead-based paint. Grantee acknowledges that Grantor shall have no liability for the removal of lead-based paint, or for any damage or injury related to the existence of lead-based paint on the Property. Grantee shall be responsible for compliance with all applicable Federal, State and/or local laws, ordinances, orders and regulations relating to lead-based paint, including, if required, taking steps for its removal.

FLOODPLAIN RESTRICTIONS. By acceptance of this Deed, Grantee covenants and agrees that future use and development of the Property herein conveyed, by lying within a special flood hazard area, must comply with all federal, state and local regulations regarding use within a floodplain. Grantee acknowledges that Grantor shall have no liability in the event of damage to or loss of life or property that results directly or indirectly from flooding.

WETLANDS RESTRICTIONS. No wetlands have been observed within the Property. However, any activities contemplated for the Property by the Grantee are subject to any and all Federal, State, and local laws, rules, ordinances and regulations governing land use in wetland areas or adjacent to wetlands.

ENDANGERED SPECIES. No endangered species are known to inhabit the Property. However, any activities contemplated for the Property by the Grantee are subject to any and all Federal, State, and local laws, rules, ordinances and regulations governing activities that may affect endangered species.

NONDISCRIMINATION. By acceptance of this Deed, Grantee covenants that it shall not discriminate upon the basis of race, color, religion, national origin, or sex in the use, occupancy, sale, or lease of the Property, or in their employment practices conducted thereon. The Grantor shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein the locality of the Property hereby conveyed and shall have sole right to enforce this covenant in any court of competent jurisdiction.

REVERSIONARY INTEREST. Pursuant to Section 347(f) of Public Law 107-295, all right title and interest in and to the Property shall, at the option of the Secretary, revert to the United States and be placed under the administrative control of the Secretary, if, and only if, the Grantee fails to abide by any of the terms of Section 347 of Public Law 107-295, or the terms of the Lease, Bulkhead Agreement, Maintenance Agreement, Utilities Agreement, or any other agreement entered into thereunder.

LIABILITY OF THE PARTIES. By delivery and acceptance of this Deed, the parties hereto covenant and agree that the liability of the Grantor and the Grantee for any injury, death, or damage to or loss of property occurring on the leased premises shall be determined with reference to existing State or Federal law, as appropriate, and any such liability may not be modified or enlarged by the legislative act authorizing this transfer

or any agreement of the parties.

All of the covenants, easements, conditions, restrictions and obligations described in this Deed run with the Property and are binding upon the Grantee and its heirs, successors and assigns. Grantee's acceptance of this Deed is an acknowledgement that it is bound by all such covenants, easement conditions, restrictions and obligations.

The Property was acquired by the United States of America by virtue of deeds recorded in the Cumberland County, Maine Registry of Deeds in Book 3121, page 663.

TO HAVE AND TO HOLD the Property with all privileges and appurtenances thereunto belonging to said Grantee.


IN WITNESS WHEREOF, the Grantor, acting by and through the Secretary of Homeland Security, has caused these presents to be executed this 16th day of July 2004.

UNITED STATES OF AMERICA
ACTING BY AND THROUGH THE
SECRETARY OF HOMELAND SECURITY


 (SEAL)

DALE WALKER, CAPTAIN
DIVISION CHIEF, SHORE DIVISION
MAINTENANCE AND LOGISTICS COMMAND ATLANTIC
BY DIRECTION OF THE COMMANDANT
U. S. COAST GUARD

WITNESSES:

 (SEAL)

GLEND A JUSTICE
REAL PROPERTY PROGRAM MANAGER
SHORE DIVISION
MAINTENANCE AND LOGISTICS COMMAND ATLANTIC
U. S. COAST GUARD

 (SEAL)

TAMMY DUNN
PLANNING PROGRAM MANAGER
SHORE DIVISION
MAINTENANCE AND LOGISTICS COMMAND ATLANTIC
U. S. COAST GUARD

EXHIBIT "A"

All that certain lot or parcel of land and all buildings, improvements, and appurtenances thereon situated to the southeast of Commercial Street, in the City of Portland, Cumberland County, Maine, bounded and described as follows:

Beginning at a pk nail found on the southwesterly sideline of said Commercial Street and the most westerly corner of land of the Grantor; Thence, North 21° 21' 39" East along said Commercial Street 40.22 feet to an iron pipe set; Thence, South 45° 02' 55" East along land of Grantee, 85.02 feet to an iron pipe set; Thence, South 64° 21' 30" East along land of Grantee, 143.51 feet to an iron pipe set; Thence, South 72° 47' 39" East along land of Grantee, 252.39 feet to an iron pipe set; Thence North 70° 29' 08" East along land of Grantee, 5.29 feet to a point; Thence North 42° 25' 01" East along land of Grantee, 199.77 feet to a point on the westerly boundary of land now or formerly owned by the City of Portland; Thence, South 48° 21' 21" East, by said Portland's westerly line, 404 feet, more or less to a point on the Harbor Commissioners line, as defined in the year 1920; Thence, South 41° 05' 24" West, by said Commissioners line, 321.6 feet, more or less to a point; Thence, North 52° 21' 51" West, by land now or formerly owned by Hobson's Wharf Corporation, 254 feet more or less to a drill hole found in the top of a concrete sea wall; Thence, South 41° 26' 09" West, by land of said Hobson, 30.07 feet to a point; Thence, North 52° 21' 51" West, by land of said Hobson, 233.16 feet to an iron pipe set; Thence, North 52° 57' 51" West, by land of said Hobson 106.34 feet to an iron pipe set; Thence, North 37° 02' 09" East, by land now or formerly owned by General Properties, Inc., 14.00 feet to an iron pipe set; Thence, North 41° 34' 51" West, by land of said General Properties, 90.25 feet to a point; Thence, North 36° 38' 09" East, by land of said General Properties, 0.227 feet to a point; Thence, North 52° 21' 51" West, by land of said General Properties, 168.58 feet to point of beginning. All bearings are based on the Maine State Coordinate Grid West Zone. The above-described property is also shown on a plan entitled "Naval Reserve Center - Excess Area - Commercial Street, Portland, Maine", made for the Department of the Navy - Northern Division, Naval Facilities Engineering Command, and prepared by HTA/OEST ASSOCIATES, INC. of South Portland, Maine, dated August 1988.

The above-described parcel is a portion of the land described in a conveyance from the Greater Portland Public Development Commission to the United States of America and recorded in the Cumberland County Registry of Deeds in Book 3121, Page 663.

The aforementioned conveyance was made subject of certain rights granted Central Maine Power Company and New England Telephone and Telegraph Company by greater Portland Building Fund by instrument dated 17 July 1969, and recorded in said Registry of Deeds in Book 3114, page 548.

EXHIBIT "B"

Coast Guard Mooring Portland, Maine

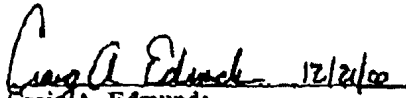
CERCLA 120 (h) STATEMENT

Information contained in this statement is required under the authority of regulations promulgated under Section (h) of the Comprehensive Environmental Response, Compensation and Liability Act. This assessment has revealed no evidence or recognized hazardous waste, materials or substances regulated by the Toxic Substance Control Act (PL 94-469) (including friable asbestos, lead paint radon, and PCBs) and the Resource Conservation and Recovery Act (PL-580) in connection with the facility.

Hazardous Substance Disposal Statement: During the time that the Property was owned by the United States, no hazardous substances, as defined in 42 U.S.C. Section 9601(14) and listed in 40 C.F.R. Section 302.4 were disposed of into or on the Property.

Hazardous Substance Release Statement: During the time that the Property was owned by the United States, no hazardous substances, as defined in 42 U.S.C. Section 9601(14) and listed in 40 C.F.R. Section 302.4 were released into or on the Property.

Hazardous Substance Storage Statement: During the time that the Property was owned by the United States, no hazardous substances, as defined in 42 U.S.C. Section 9601(14) and listed in 40 C.F.R. Section 302.4 were stored for more than one year or more in or on the Property.


Craig A. Edmunds 12/21/02
Environmental Protection Specialist
Civil Engineering Unit Providence

United States Senate
COMMITTEE ON GOVERNMENTAL AFFAIRS
340 Dirksen Senate Office Building, Washington, D.C. 20510

Susan M. Collins, Chairman
Joseph I. Lieberman, Ranking Member

FAX COVER SHEET

Fax Number (202) 224-9603

Sending To: MR. DON PERKINS

Fax Number: 202 772 6855 Telephone Number:

Date: 16 Jul 04 Time: 11:00 From: MICHAEL BOPP

9 pages (inclusive of this cover sheet)

Please call (202) 224-4751 if you have any questions.

COMMENTS:

CONST GUARD Deed.

This message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the Committee immediately (202/224-4751) and return the original message to the Committee at 340 Dirksen Senate Office Building, Washington, D.C. 20510 via United States Post Office.

DEED

KNOW ALL MEN BY THESE PRESENTS, that the UNITED STATES OF AMERICA, acting by and through the Secretary of Homeland Security, under and pursuant to the powers and authority set forth in the provisions of Section 347 of Public Law 107-295, enacted November 25, 2002 as the Maritime Security Act of 2002, and by delegation of authority to the Commandant, United States Coast Guard, contained in the Department of Homeland Security's Delegation No. 0171, and by further written delegation by the Commandant, U. S. Coast Guard, dated July 13, 2004, to his duly authorized designee, (the "Grantor"), without payment of consideration, does hereby GRANT, GIVE, REMISE, AND RELEASE, without warranty or representation of any kind or nature, express or implied, unto the GULF OF MAINE RESEARCH INSTITUTE, formerly known as the Gulf of Maine Aquarium Development Corporation and doing business as the Gulf of Maine Aquarium (the "Grantee"), all such right, title, and interest as Grantor has in and to a certain parcel of land situate, lying and being in Cumberland County, Maine (the "Property"), as more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein.

The Property is conveyed subject to any and all existing reservations, easements, restrictions, covenants, and rights, recorded or unrecorded, for roads, highways, streets, railroads, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, and rights-of-way, and including but not limited to, any easements, reservations, rights, and covenants described herein; any state of facts that would be disclosed by a physical examination of the Property; any state of facts that an accurate and adequate survey of the Property would disclose; and any and all other matters of record.

The Property is conveyed and granted subject to the following further covenants, easements, conditions, matters and restrictions:

CONDITION OF PROPERTY. The Grantee, in accepting this Deed, acknowledges and attests that it has inspected, is aware of, and accepts the condition and state of repair of the Property. It is understood and agreed that the Property is conveyed "as is" and "where is" without any representation, warranty or guarantee of any kind or nature, express or implied, including, without limitation, any representation, warranty or guarantee as to quantity, quality, character, condition, size, or kind, or that the same is in any particular condition or fit to be used for any particular purpose. The Grantee acknowledges that the Grantor has made no representation or warranty concerning the condition or state of repair of the Property that has not been fully set forth in this Deed.

USE CONDITIONS. This conveyance and grant are subject to the following conditions:

1. The term "Grantee" means the Gulf of Maine Research Institute, formerly known as the Gulf of Maine Aquarium Development Corporation and doing business as the Gulf of Maine Aquarium, its successors and assigns.
2. The term "aid to navigation" shall mean equipment used for navigation purposes, including a light, antenna, sound signal, electronic navigation equipment, cameras, sensors power source, or other related equipment that are operated or maintained by the United States.
3. A portion of the Property conveyed herein shall be subject to a U.S. Government Lease for Real Property, executed on November 24, 2003, by the Grantee as "Lessor" and Grantor as "Lessee" (the "Lease"), for a term of thirty years without payment of consideration, in order to allow the United States Coast Guard to execute and perform missions from and upon the leased premises. The Lease contains the following terms and conditions:
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and other mission-related activities.

- B. The right to berth Coast Guard cutters or other vessels as required in the moorings along the east side of the Property and the right to attach floating docks which shall be owned and maintained at the Grantor's sole cost and expense.
 - C. The right to operate, maintain, remove, relocate, or replace an aid to navigation located upon, or to install any aid to navigation upon, the Property as the Coast Guard, in its sole discretion, may determine is needed for navigational purposes.
 - D. The right to occupy up to 3,000 contiguous gross square feet at the Property for storage and office space, which will be provided and constructed by the Grantee, at the Grantee's sole cost and expense, and which will be maintained, and utilities and other operating expenses paid for, by the Grantor at its sole cost and expense.
 - E. The right to occupy up to 1,200 contiguous gross square feet of offsite storage in a location other than the Property, which will be provided by the Grantee at the Grantee's sole cost and expense, and which will be maintained, and utilities and other operating expenses paid for, by the Grantor at its sole cost and expense.
 - F. The right for Coast Guard personnel to park up to 60 vehicles, at no expense to the Grantor, in the Grantee's parking spaces on the Property or in parking spaces that the Grantee may secure within 1,000 feet of the Property or within 1,000 feet of the Coast Guard Marine Safety Office Portland. Spaces for no less than 30 vehicles shall be located on the Property.
 - G. The Lease may be renewed, at the sole option of the Grantor, for additional lease terms, in accordance with the provisions of the Lease.
 - H. The Grantor may not sublease the leased premises to a third party or use the leased premises for purposes other than fulfilling the missions of the Coast Guard and for other mission related activities.
 - I. The Secretary, in consultation with the Commandant, may terminate the Lease with the Grantee in the event that the Coast Guard ceases to use the leased premises.
4. The Property conveyed herein shall be subject to a Bulkhead Agreement, executed by the Grantee and Grantor on November 24, 2003 (the "Bulkhead Agreement"), subject to the Commandant of the U.S. Coast Guard's design specifications, project's schedule, and final approval, pursuant to which Bulkhead Agreement the Grantee has agreed to replace the bulkhead and pier which connects to, and provides access from, the bulkhead to the floating docks, at the Grantee's sole costs and expense, on the east side of Property within 30 months from the date of this conveyance. The Commandant may further authorize improvement of the leased premises during the lease term described in Paragraph 3 above, at the sole cost and expense of the Grantor.
5. The Property conveyed herein shall be subject to two additional agreements, executed by the Grantee and Grantor on November 24, 2005, with the following terms and conditions: (1) The "Utilities Agreement" allows the Grantor to operate and maintain existing utility lines and related equipment, at the Grantor's sole cost and expense, and further provides that in the event and at such time as the Grantee constructs its proposed public aquarium, the Grantee shall replace existing utility lines and related equipment and provide additional utility lines and equipment capable of supporting a third 110-foot Coast Guard cutter, with comparable, new, code compliant utility lines and equipment at the Grantee's sole cost and expense, maintain such utility lines and related equipment from an agreed upon demarcation point, and make such utility lines and equipment available for use by the Grantor, if the Grantor pays for its use of utilities at its sole cost and expense, all in accordance with the provisions of the Utilities Agreement; and (2) The "Maintenance Agreement" requires the Grantee to maintain, at the Grantee's sole cost and expense, the replacement bulkhead and pier on the east side of the Property. The Grantor shall maintain, at its sole cost and expense, any U. S. Coast Guard active aid to navigation located upon the Property.

6. By acceptance of this Deed, Grantee covenants and warrants that it shall not interfere or allow interference in any manner, with use of the leased premises by the Grantor during the term of the Lease, nor shall the Grantee interfere or allow interference, in any manner, with any aid to navigation nor hinder activities required for the operation and maintenance of any aid to navigation, without the express written permission of the head of the agency responsible for operating and maintaining the aid to navigation.

HISTORICAL ARTIFACTS. The Grantor shall retain all rights, title and interest in and to any historical artifact, associated with the Property herein conveyed, whether located at the Property or elsewhere. For purposes of this conveyance, a "historical artifact" is defined as any personal property that has historical significance or value, as determined by Grantor in consultation with the Maine State Historical Preservation Officer and/or the federal Advisory Council on Historic Preservation.

ENVIRONMENTAL CONSIDERATIONS. Pursuant to Section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9620(h): (a) the environmental condition of the Property, to the extent known at the time of execution of this Deed, is reflected in the "CERCLA 120(h) STATEMENT" dated 21 December 2000, provided as Exhibit "B" which is attached hereto and made a part hereof, (b) any additional remedial action found to be necessary after the date of transfer to the Grantee shall be conducted by the Grantor; and (c) the Grantor shall retain a right of access to the Property in order to effectuate any necessary remedial action or corrective action, until such time as the remedial action or corrective action is complete.

In connection with the obligations under the immediately preceding paragraph of this Deed, Grantor hereby reserves a right of access to any and all portions of the Property for the purposes of environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of, to the extent permitted by law, available utilities at reasonable cost. These rights shall be exercised solely in any case in which a remedial action, response action, or corrective action is found to be necessary pursuant to CERCLA after the date of conveyance of the Property for contamination existing on the Property prior to the date of such conveyance; or when such access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States and its officers, agents, employees, contractors, and subcontractors shall have the right (upon reasonable notice to the Grantee or the then owner of the Property) to enter upon the Property and conduct investigations and surveys, which may include, without limitation, drillings, test pitting, borings, data and/or record compilation, and other activities related to environmental investigation, and to carry out remedial or removal actions required to be conducted by the United States pursuant to the terms of the immediately preceding paragraph including, but not limited to, monitoring wells, pumping wells, and treatment facilities.

In the event Grantee seeks to have the United States conduct or pay for any response action pursuant to this provision, and, as a condition precedent to the United States incurring any cleanup obligation or related expenses, the Grantee bears the burden of providing the United States at least ninety (90) days prior notice for such a claim, and demonstrating by a preponderance of the evidence that: (1) the claimed contamination existed prior to the date of this conveyance, or was the result of any act or failure to act by the Grantor; and (2) the need to conduct such additional response action was not the result of any act or failure to act by the Grantee, its successors and assigns.

ASBESTOS. The Grantee, by accepting this Deed, acknowledges that it has been provided with the following notice and warning by Grantor. Grantee acknowledges that it accepts the transfer and Deed of the Property subject to the terms and conditions contained herein:

1. Asbestos is a hazardous material. Unprotected exposure to asbestos fibers has been determined to significantly increase the risk of cancer, mesothelioma, and asbestosis. These diseases can cause serious bodily harm resulting in disability or death.
2. The Grantee is deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including any asbestos hazards or concerns.

3. No warranties, either express or implied, are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of Grantee to have inspected or to be fully informed as to the condition of all or any portion of the Property shall not constitute grounds for any claim or demand against Grantor.

4. Any error or omission in the information provided to the Grantee shall not constitute grounds or reason for any claim by Grantee against Grantor.

5. Grantor assumes no liability for damages for personal injury, illness, disability or death to Grantee or to Grantee's employees, invitees, or any other person subject to Grantee's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property.

6. Grantee further agrees by acceptance of the Deed to the Property that, in its use and occupancy of the Property, it will comply with all Federal, State, and local laws, ordinances, orders and regulations relating to asbestos.

LEAD PAINT. Grantor has not observed lead-based paint at the Property. However, by acceptance of this Deed, the Grantee acknowledges that it has been afforded an opportunity to inspect the Property and to test for evidence of lead-based paint. Grantee acknowledges that Grantor shall have no liability for the removal of lead-based paint, or for any damage or injury related to the existence of lead-based paint on the Property. Grantee shall be responsible for compliance with all applicable Federal, State and/or local laws, ordinances, orders and regulations relating to lead-based paint, including, if required, taking steps for its removal.

FLOODPLAIN RESTRICTIONS. By acceptance of this Deed, Grantee covenants and agrees that future use and development of the Property herein conveyed, by lying within a special flood hazard area, must comply with all federal, state and local regulations regarding use within a floodplain. Grantee acknowledges that Grantor shall have no liability in the event of damage to or loss of life or property that results directly or indirectly from flooding.

WETLANDS RESTRICTIONS. No wetlands have been observed within the Property. However, any activities contemplated for the Property by the Grantee are subject to any and all Federal, State, and local laws, rules, ordinances and regulations governing land use in wetland areas or adjacent to wetlands.

ENDANGERED SPECIES. No endangered species are known to inhabit the Property. However, any activities contemplated for the Property by the Grantee are subject to any and all Federal, State, and local laws, rules, ordinances and regulations governing activities that may affect endangered species.

NONDISCRIMINATION. By acceptance of this Deed, Grantee covenants that it shall not discriminate upon the basis of race, color, religion, national origin, or sex in the use, occupancy, sale, or lease of the Property, or in their employment practices conducted thereon. The Grantor shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein the locality of the Property hereby conveyed and shall have sole right to enforce this covenant in any court of competent jurisdiction.

REVERSIONARY INTEREST. Pursuant to Section 347(f) of Public Law 107-295, all right title and interest in and to the Property shall, at the option of the Secretary, revert to the United States and be placed under the administrative control of the Secretary, if, and only if, the Grantee fails to abide by any of the terms of Section 347 of Public Law 107-295, or the terms of the Lease, Bulkhead Agreement, Maintenance Agreement, Utilities Agreement, or any other agreement entered into thereunder.

LIABILITY OF THE PARTIES. By delivery and acceptance of this Deed, the parties hereto covenant and agree that the liability of the Grantor and the Grantee for any injury, death, or damage to or loss of property occurring on the leased premises shall be determined with reference to existing State or Federal law, as appropriate, and any such liability may not be modified or enlarged by the legislative act authorizing this transfer

or any agreement of the parties.

All of the covenants, easements, conditions, restrictions and obligations described in this Deed run with the Property and are binding upon the Grantee and its heirs, successors and assigns. Grantee's acceptance of this Deed is an acknowledgement that it is bound by all such covenants, easement conditions, restrictions and obligations.

The Property was acquired by the United States of America by virtue of deeds recorded in the Cumberland County, Maine Registry of Deeds in Book 3121, page 663.

TO HAVE AND TO HOLD the Property with all privileges and appurtenances thereunto belonging to said Grantee.


IN WITNESS WHEREOF, the Grantor, acting by and through the Secretary of Homeland Security, has caused these presents to be executed this 16th day of July 2004.

UNITED STATES OF AMERICA
ACTING BY AND THROUGH THE
SECRETARY OF HOMELAND SECURITY

 (SEAL)

DALE WALKER, CAPTAIN
DIVISION CHIEF, SHORE DIVISION
MAINTENANCE AND LOGISTICS COMMAND ATLANTIC
BY DIRECTION OF THE COMMANDANT
U. S. COAST GUARD

WITNESSES:

 (SEAL)

GLEND A JUSTICE
REAL PROPERTY PROGRAM MANAGER
SHORE DIVISION
MAINTENANCE AND LOGISTICS COMMAND ATLANTIC
U. S. COAST GUARD

 (SEAL)

TAMMY DUNN
PLANNING PROGRAM MANAGER
SHORE DIVISION
MAINTENANCE AND LOGISTICS COMMAND ATLANTIC
U. S. COAST GUARD

Commonwealth of Virginia

County/City of Norfolk

Arthur W. Eckert III

I, Petty Officer Arthur W. Eckert III, a Notary Public of the State and County/City aforesaid, hereby certify that on this 16th day of July 2004, Captain Dale Walker, personally appeared before me, known to me to be the person who executed the hereunto DEED, and who acknowledged the execution thereof to be his official act.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 16th day of July 2004.

My commission expires: MARCH 31, 2007

Deed prepared by:

LCDR J. Peter Rascoe, III
General Law Attorney
Commander (lg)
United States Coast Guard
Maintenance & Logistics Command Atlantic
300 East Main Street
Norfolk, VA 23510

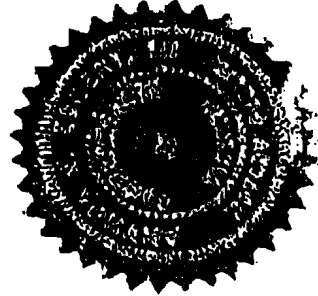


EXHIBIT "A"

All that certain lot or parcel of land and all buildings, improvements, and appurtenances thereon situated to the southeast of Commercial Street, in the City of Portland, Cumberland County, Maine, bounded and described as follows:

Beginning at a pk nail found on the southwesterly sideline of said Commercial Street and the most westerly corner of land of the Grantor; Thence, North 21° 21' 39" East along said Commercial Street 40.22 feet to an iron pipe set; Thence, South 45° 02' 55" East along land of Grantee, 85.02 feet to an iron pipe set; Thence, South 64° 21' 30" East along land of Grantee, 143.51 feet to an iron pipe set; Thence, South 72° 47' 39" East along land of Grantee, 252.39 feet to an iron pipe set; Thence North 70° 29' 08" East along land of Grantee, 5.29 feet to a point; Thence North 42° 25' 01" East along land of Grantee, 199.77 feet to a point on the westerly boundary of land now or formerly owned by the City of Portland; Thence, South 48° 21' 21" East, by said Portland's westerly line, 404 feet, more or less to a point on the Harbor Commissioners line, as defined in the year 1920; Thence, South 41° 05' 24" West, by said Commissioners line, 321.6 feet, more or less to a point; Thence, North 52° 21' 51" West, by land now or formerly owned by Hobson's Wharf Corporation, 254 feet more or less to a drill hole found in the top of a concrete sea wall; Thence, South 41° 26' 09" West, by land of said Hobson, 30.07 feet to a point; Thence, North 52° 21' 51" West, by land of said Hobson, 233.16 feet to an iron pipe set; Thence, North 52° 57' 51" West, by land of said Hobson 106.34 feet to an iron pipe set; Thence, North 37° 02' 09" East, by land now or formerly owned by General Properties, Inc., 14.00 feet to an iron pipe set; Thence, North 41° 34' 51" West, by land of said General Properties, 90.25 feet to a point; Thence, North 36° 38' 09" East, by land of said General Properties, 0.227 feet to a point; Thence, North 52° 21' 51" West, by land of said General Properties, 168.58 feet to point of beginning. All bearings are based on the Maine State Coordinate Grid West Zone. The above-described property is also shown on a plan entitled "Naval Reserve Center - Excess Area - Commercial Street, Portland, Maine", made for the Department of the Navy - Northern Division, Naval Facilities Engineering Command, and prepared by HTA/OEST ASSOCIATES, INC. of South Portland, Maine, dated August 1988.

The above-described parcel is a portion of the land described in a conveyance from the Greater Portland Public Development Commission to the United States of America and recorded in the Cumberland County Registry of Deeds in Book 3121, Page 663.

The aforementioned conveyance was made subject of certain rights granted Central Maine Power Company and New England Telephone and Telegraph Company by greater Portland Building Fund by instrument dated 17 July 1969, and recorded in said Registry of Deeds in Book 3114, page 548.

EXHIBIT "B"

Coast Guard Mooring Portland, Maine

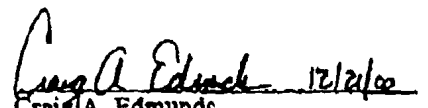
CERCLA 120 (h) STATEMENT

Information contained in this statement is required under the authority of regulations promulgated under Section (h) of the Comprehensive Environmental Response, Compensation and Liability Act. This assessment has revealed no evidence or recognized hazardous waste, materials or substances regulated by the Toxic Substance control Act (PL 94-469) (including friable asbestos, lead paint radon, and PCBs) and the Resource conservation and recovery Act (PL-580) in connection with the facility.

Hazardous Substance Disposal Statement: During the time that the Property was owned by the United States, no hazardous substances, as defined in 42 U.S.C. Section 9601(14) and listed in 40 C.F.R. Section 302.4 were disposed of into or on the Property.

Hazardous Substance Release Statement: During the time that the Property was owned by the United States, no hazardous substances, as defined in 42 U.S.C. Section 9601(14) and listed in 40 C.F.R. Section 302.4 were released into or on the Property.

Hazardous Substance Storage Statement: During the time that the Property was owned by the United States, no hazardous substances, as defined in 42 U.S.C. Section 9601(14) and listed in 40 C.F.R. Section 302.4 were stored for more than one year or more in or on the Property.


Craig A. Edmunds
Environmental Protection Specialist
Civil Engineering Unit Providence



GULF OF MAINE RESEARCH INSTITUTE

PO Box 7549
Portland, ME 04112

Phone: 207-772-2321
Fax: 207-772-6855
www.gma.org

DATE: 7/16/04	
TO: Dennis Jud	FAX # 772-1070
FROM: Traci Simpson	PHONE #
PAGES: 10	
RE: Coast Guard Deed	

Proj# _____ File# _____

Routing _____

United States Senate
COMMITTEE ON GOVERNMENTAL AFFAIRS
340 Dirksen Senate Office Building, Washington, D.C. 20510

Susan M. Collins, Chairman
Joseph I. Lieberman, Ranking Member

FAX COVER SHEET

Fax Number (202) 224-9603

Sending To: MR. DON PERKINS

Fax Number: 202 772 6855 Telephone Number:

Date: 16 Jul 04 Time: 11:00 From: MICHAEL BOPP

9 pages (inclusive of this cover sheet)

Please call (202) 224-4751 if you have any questions.

COMMENTS:

CONST GUARD Deed.

This message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the Committee immediately (202/224-4751) and return the original message to the Committee at 340 Dirksen Senate Office Building, Washington, D.C. 20510 via United States Post Office.

DEED

KNOW ALL MEN BY THESE PRESENTS, that the UNITED STATES OF AMERICA, acting by and through the Secretary of Homeland Security, under and pursuant to the powers and authority set forth in the provisions of Section 347 of Public Law 107-295, enacted November 25, 2002 as the Maritime Security Act of 2002, and by delegation of authority to the Commandant, United States Coast Guard, contained in the Department of Homeland Security's Delegation No. 0171, and by further written delegation by the Commandant, U. S. Coast Guard, dated July 13, 2004, to his duly authorized designee, (the "Grantor"), without payment of consideration, does hereby GRANT, GIVE, REMISE, AND RELEASE, without warranty or representation of any kind or nature, express or implied, unto the GULF OF MAINE RESEARCH INSTITUTE, formerly known as the Gulf of Maine Aquarium Development Corporation and doing business as the Gulf of Maine Aquarium (the "Grantee"), all such right, title, and interest as Grantor has in and to a certain parcel of land situate, lying and being in Cumberland County, Maine (the "Property"), as more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein.

The Property is conveyed subject to any and all existing reservations, easements, restrictions, covenants, and rights, recorded or unrecorded, for roads, highways, streets, railroads, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, and rights-of-way, and including but not limited to, any easements, reservations, rights, and covenants described herein; any state of facts that would be disclosed by a physical examination of the Property; any state of facts that an accurate and adequate survey of the Property would disclose; and any and all other matters of record.

The Property is conveyed and granted subject to the following further covenants, easements, conditions, matters and restrictions:

CONDITION OF PROPERTY. The Grantee, in accepting this Deed, acknowledges and attests that it has inspected, is aware of, and accepts the condition and state of repair of the Property. It is understood and agreed that the Property is conveyed "as is" and "where is" without any representation, warranty or guarantee of any kind or nature, express or implied, including, without limitation, any representation, warranty or guarantee as to quantity, quality, character, condition, size, or kind, or that the same is in any particular condition or fit to be used for any particular purpose. The Grantee acknowledges that the Grantor has made no representation or warranty concerning the condition or state of repair of the Property that has not been fully set forth in this Deed.

USE CONDITIONS. This conveyance and grant are subject to the following conditions:

1. The term "Grantee" means the Gulf of Maine Research Institute, formerly known as the Gulf of Maine Aquarium Development Corporation and doing business as the Gulf of Maine Aquarium, its successors and assigns.
2. The term "aid to navigation" shall mean equipment used for navigation purposes, including a light, antenna, sound signal, electronic navigation equipment, cameras, sensors power source, or other related equipment that are operated or maintained by the United States.
3. A portion of the Property conveyed herein shall be subject to a U.S. Government Lease for Real Property, executed on November 24, 2003, by the Grantee as "Lessor" and Grantor as "Lessee" (the "Lease"), for a term of thirty years without payment of consideration, in order to allow the United States Coast Guard to execute and perform missions from and upon the leased premises. The Lease contains the following terms and conditions:
 - A. Grantor's right of ingress and egress over the Property, including the pier and bulkhead, at any time, without notice, for purposes of access to Coast Guard vessels and performance of Coast Guard missions

and other mission-related activities.

- B. The right to berth Coast Guard cutters or other vessels as required in the moorings along the east side of the Property and the right to attach floating docks which shall be owned and maintained at the Grantor's sole cost and expense.
 - C. The right to operate, maintain, remove, relocate, or replace an aid to navigation located upon, or to install any aid to navigation upon, the Property as the Coast Guard, in its sole discretion, may determine is needed for navigational purposes.
 - D. The right to occupy up to 3,000 contiguous gross square feet at the Property for storage and office space, which will be provided and constructed by the Grantee, at the Grantee's sole cost and expense, and which will be maintained, and utilities and other operating expenses paid for, by the Grantor at its sole cost and expense.
 - E. The right to occupy up to 1,200 contiguous gross square feet of offsite storage in a location other than the Property, which will be provided by the Grantee at the Grantee's sole cost and expense, and which will be maintained, and utilities and other operating expenses paid for, by the Grantor at its sole cost and expense.
 - F. The right for Coast Guard personnel to park up to 60 vehicles, at no expense to the Grantor, in the Grantee's parking spaces on the Property or in parking spaces that the Grantee may secure within 1,000 feet of the Property or within 1,000 feet of the Coast Guard Marine Safety Office Portland. Spaces for no less than 30 vehicles shall be located on the Property.
 - G. The Lease may be renewed, at the sole option of the Grantor, for additional lease terms, in accordance with the provisions of the Lease.
 - H. The Grantor may not sublease the leased premises to a third party or use the leased premises for purposes other than fulfilling the missions of the Coast Guard and for other mission related activities.
 - I. The Secretary, in consultation with the Commandant, may terminate the Lease with the Grantee in the event that the Coast Guard ceases to use the leased premises.
4. The Property conveyed herein shall be subject to a Bulkhead Agreement, executed by the Grantee and Grantor on November 24, 2003 (the "Bulkhead Agreement"), subject to the Commandant of the U.S. Coast Guard's design specifications, project's schedule, and final approval, pursuant to which Bulkhead Agreement the Grantee has agreed to replace the bulkhead and pier which connects to, and provides access from, the bulkhead to the floating docks, at the Grantee's sole costs and expense, on the east side of Property within 30 months from the date of this conveyance. The Commandant may further authorize improvement of the leased premises during the lease term described in Paragraph 3 above, at the sole cost and expense of the Grantor.
5. The Property conveyed herein shall be subject to two additional agreements, executed by the Grantee and Grantor on November 24, 2003, with the following terms and conditions: (1) The "Utilities Agreement" allows the Grantor to operate and maintain existing utility lines and related equipment, at the Grantor's sole cost and expense, and further provides that in the event and at such time as the Grantee constructs its proposed public aquarium, the Grantee shall replace existing utility lines and related equipment and provide additional utility lines and equipment capable of supporting a third 110-foot Coast Guard cutter, with comparable, new, code compliant utility lines and equipment at the Grantee's sole cost and expense, maintain such utility lines and related equipment from an agreed upon demarcation point, and make such utility lines and equipment available for use by the Grantor, if the Grantor pays for its use of utilities at its sole cost and expense, all in accordance with the provisions of the Utilities Agreement; and (2) The "Maintenance Agreement" requires the Grantee to maintain, at the Grantee's sole cost and expense, the replacement bulkhead and pier on the east side of the Property. The Grantor shall maintain, at its sole cost and expense, any U. S. Coast Guard active aid to navigation located upon the Property.

6. By acceptance of this Deed, Grantee covenants and warrants that it shall not interfere or allow interference in any manner, with use of the leased premises by the Grantor during the term of the Lease, nor shall the Grantee interfere or allow interference, in any manner, with any aid to navigation nor hinder activities required for the operation and maintenance of any aid to navigation, without the express written permission of the head of the agency responsible for operating and maintaining the aid to navigation.

HISTORICAL ARTIFACTS. The Grantor shall retain all rights, title and interest in and to any historical artifact, associated with the Property herein conveyed, whether located at the Property or elsewhere. For purposes of this conveyance, a "historical artifact" is defined as any personal property that has historical significance or value, as determined by Grantor in consultation with the Maine State Historical Preservation Officer and/or the federal Advisory Council on Historic Preservation.

ENVIRONMENTAL CONSIDERATIONS. Pursuant to Section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9620(h): (a) the environmental condition of the Property, to the extent known at the time of execution of this Deed, is reflected in the "CERCLA 120(h) STATEMENT" dated 21 December 2000, provided as Exhibit "B" which is attached hereto and made a part hereof, (b) any additional remedial action found to be necessary after the date of transfer to the Grantee shall be conducted by the Grantor; and (c) the Grantor shall retain a right of access to the Property in order to effectuate any necessary remedial action or corrective action, until such time as the remedial action or corrective action is complete.

In connection with the obligations under the immediately preceding paragraph of this Deed, Grantor hereby reserves a right of access to any and all portions of the Property for the purposes of environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of, to the extent permitted by law, available utilities at reasonable cost. These rights shall be exercised solely in any case in which a remedial action, response action, or corrective action is found to be necessary pursuant to CERCLA after the date of conveyance of the Property for contamination existing on the Property prior to the date of such conveyance; or when such access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States and its officers, agents, employees, contractors, and subcontractors shall have the right (upon reasonable notice to the Grantee or the then owner of the Property) to enter upon the Property and conduct investigations and surveys, which may include, without limitation, drillings, test pitting, borings, data and/or record compilation, and other activities related to environmental investigation, and to carry out remedial or removal actions required to be conducted by the United States pursuant to the terms of the immediately preceding paragraph including, but not limited to, monitoring wells, pumping wells, and treatment facilities.

In the event Grantee seeks to have the United States conduct or pay for any response action pursuant to this provision, and, as a condition precedent to the United States incurring any cleanup obligation or related expenses, the Grantee bears the burden of providing the United States at least ninety (90) days prior notice for such a claim, and demonstrating by a preponderance of the evidence that: (1) the claimed contamination existed prior to the date of this conveyance, or was the result of any act or failure to act by the Grantor; and (2) the need to conduct such additional response action was not the result of any act or failure to act by the Grantee, its successors and assigns.

ASBESTOS. The Grantee, by accepting this Deed, acknowledges that it has been provided with the following notice and warning by Grantor. Grantee acknowledges that it accepts the transfer and Deed of the Property subject to the terms and conditions contained herein:

1. Asbestos is a hazardous material. Unprotected exposure to asbestos fibers has been determined to significantly increase the risk of cancer, mesothelioma, and asbestosis. These diseases can cause serious bodily harm resulting in disability or death.
2. The Grantee is deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including any asbestos hazards or concerns.

3. No warranties, either express or implied, are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of Grantee to have inspected or to be fully informed as to the condition of all or any portion of the Property shall not constitute grounds for any claim or demand against Grantor.
4. Any error or omission in the information provided to the Grantee shall not constitute grounds or reason for any claim by Grantee against Grantor.
5. Grantor assumes no liability for damages for personal injury, illness, disability or death to Grantee or to Grantee's employees, invitees, or any other person subject to Grantee's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property.
6. Grantee further agrees by acceptance of the Deed to the Property that, in its use and occupancy of the Property, it will comply with all Federal, State, and local laws, ordinances, orders and regulations relating to asbestos.

LEAD PAINT. Grantor has not observed lead-based paint at the Property. However, by acceptance of this Deed, the Grantee acknowledges that it has been afforded an opportunity to inspect the Property and to test for evidence of lead-based paint. Grantee acknowledges that Grantor shall have no liability for the removal of lead-based paint, or for any damage or injury related to the existence of lead-based paint on the Property. Grantee shall be responsible for compliance with all applicable Federal, State and/or local laws, ordinances, orders and regulations relating to lead-based paint, including, if required, taking steps for its removal.

FLOODPLAIN RESTRICTIONS. By acceptance of this Deed, Grantee covenants and agrees that future use and development of the Property herein conveyed, by lying within a special flood hazard area, must comply with all federal, state and local regulations regarding use within a floodplain. Grantee acknowledges that Grantor shall have no liability in the event of damage to or loss of life or property that results directly or indirectly from flooding.

WETLANDS RESTRICTIONS. No wetlands have been observed within the Property. However, any activities contemplated for the Property by the Grantee are subject to any and all Federal, State, and local laws, rules, ordinances and regulations governing land use in wetland areas or adjacent to wetlands.

ENDANGERED SPECIES. No endangered species are known to inhabit the Property. However, any activities contemplated for the Property by the Grantee are subject to any and all Federal, State, and local laws, rules, ordinances and regulations governing activities that may affect endangered species.

NONDISCRIMINATION. By acceptance of this Deed, Grantee covenants that it shall not discriminate upon the basis of race, color, religion, national origin, or sex in the use, occupancy, sale, or lease of the Property, or in their employment practices conducted thereon. The Grantor shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein the locality of the Property hereby conveyed and shall have sole right to enforce this covenant in any court of competent jurisdiction.

REVERSIONARY INTEREST. Pursuant to Section 347(f) of Public Law 107-295, all right title and interest in and to the Property shall, at the option of the Secretary, revert to the United States and be placed under the administrative control of the Secretary, if, and only if, the Grantee fails to abide by any of the terms of Section 347 of Public Law 107-295, or the terms of the Lease, Bulkhead Agreement, Maintenance Agreement, Utilities Agreement, or any other agreement entered into thereunder.

LIABILITY OF THE PARTIES. By delivery and acceptance of this Deed, the parties hereto covenant and agree that the liability of the Grantor and the Grantee for any injury, death, or damage to or loss of property occurring on the leased premises shall be determined with reference to existing State or Federal law, as appropriate, and any such liability may not be modified or enlarged by the legislative act authorizing this transfer

or any agreement of the parties.

All of the covenants, easements, conditions, restrictions and obligations described in this Deed run with the Property and are binding upon the Grantee and its heirs, successors and assigns. Grantee's acceptance of this Deed is an acknowledgement that it is bound by all such covenants, easement conditions, restrictions and obligations.

The Property was acquired by the United States of America by virtue of deeds recorded in the Cumberland County, Maine Registry of Deeds in Book 3121, page 663.

TO HAVE AND TO HOLD the Property with all privileges and appurtenances thereunto belonging to said Grantee.


IN WITNESS WHEREOF, the Grantor, acting by and through the Secretary of Homeland Security, has caused these presents to be executed this 16th day of July 2004.

UNITED STATES OF AMERICA
ACTING BY AND THROUGH THE
SECRETARY OF HOMELAND SECURITY

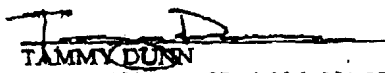
 (SEAL)

DALE WALKER, CAPTAIN
DIVISION CHIEF, SHORE DIVISION
MAINTENANCE AND LOGISTICS COMMAND ATLANTIC
BY DIRECTION OF THE COMMANDANT
U. S. COAST GUARD

WITNESSES:

 (SEAL)

GLEND A JUSTICE
REAL PROPERTY PROGRAM MANAGER
SHORE DIVISION
MAINTENANCE AND LOGISTICS COMMAND ATLANTIC
U. S. COAST GUARD

 (SEAL)

TAMMY DUNN
PLANNING PROGRAM MANAGER
SHORE DIVISION
MAINTENANCE AND LOGISTICS COMMAND ATLANTIC
U. S. COAST GUARD



APPLICATION FOR EXEMPTION FROM SITE PLAN REVIEW

Gulf of Maine Research Institute
Applicant

350 Commercial Street, Portland, ME 04101
Applicant's Mailing Address

Sarah Nicholson, P.E., Woodard & Curran
Consultant/Agent/Phone Number 945-5105

June 13, 2006
Application Date

USCG Pier Rehabilitation
Project Name/Description

350 Commercial Street
Address of Proposed Site

CBL: 42-C-1, 2, 3, & 4

Description of Proposed Development:

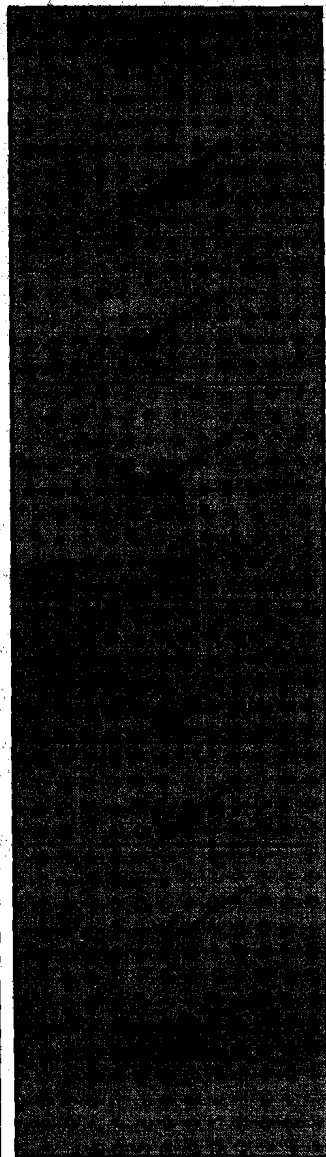
Installation of pile and concrete lagging adjacent to existing sheetpile bulkhead and replacement of deteriorated decking with concrete panel decking. Installation of seawater intake and discharge lines.

Please Attach Sketch/Plan of Proposal/Development

Criteria for Exemptions:
See Section 14-523 (4) on back side of form

- a) Within Existing Structures; No New Buildings, Demolitions or Additions
- b) Footprint Increase Less Than 500 Sq. Ft.
- c) No New Curb Cuts, Driveways, Parking Areas
- d) Curbs and Sidewalks in Sound Condition/Comply with ADA
- e) No Additional Parking/ No Traffic Increase
- f) No Stormwater Problems
- g) Sufficient Property Screening
- h) Adequate Utilities

Applicant's Assessment (Yes, No, N/A)
Yes
Yes, not a building
Yes
Yes
Yes
Yes
Yes
Yes
Yes





Application for Exemption from Site Plan Review

Portland, Maine

Department of Planning and Urban Development, Planning Division and Planning Board

PROJECT NAME: Gulf of Maine Research Institute Pier Replacement Project

PROJECT ADDRESS: 350 Commercial Street, Portland Maine, 04101

PROJECT DESCRIPTION: (Please Attach Sketch/Plan of Proposal/Development)
Remove and Replace existing pier, see attached drawings

RECEIVED

CHART/BLOCK/LOT: _____ 047 C 001 FEB 10 2010

CONTACT INFORMATION:

City of Portland
Planning Division

OWNER/APPLICANT

CONSULTANT/AGENT

Name: Patrick Sughrue
Address: Cianbro Corp
60 Cassidy Point Drive
Zip Code: 04102
Work #: 207-318-9448
Home #: 207-553-2701
Fax #: 207-773-7617
E-mail: psughrue@cianbro.com

Name: Daniel O'Connoe, P.E.
Address: Appledore Marine
600 State St., Portsmouth, N.H.
Zip Code: 03801
Work #: 978-239-9519
Home #: 603-766-1870
Fax #: _____
E-mail: DOConnor@appledoremachine.com

RECEIVED

FEB 12 2010

Dept. of Building Inspections
City of Portland Maine

Criteria for Exemptions:

(See Section 14-523 (4) on page 2 of this application)

	Applicant's Assessment Y(yes), N(no), N/A	Planning Division Use Only
a) Is the proposal within existing structures?	Yes	Replacement
b) Are there any new buildings, additions, or demolitions?	No	N
c) Is the footprint increase less than 500 sq. ft.?	No	No increase
d) Are there any new curb cuts, driveways or parking areas?	No	N
e) Are the curbs and sidewalks in sound condition?	Yes	Y
f) Do the curbs and sidewalks comply with ADA?	Yes	Y
g) Is there any additional parking?	No	N
h) Is there an increase in traffic?	No	N
i) Are there any known stormwater problems?	No	N
j) Does sufficient property screening exist?	N/A	Y
k) Are there adequate utilities?	Yes	Y

Planning Division Use Only Exemption Granted Partial Exemption Exemption Denied

with 2 conditions -
See attached

Planner's Signature: Barbara Barhydt Date: Feb. 11, 2010

**PROVISION OF PORTLAND CITY CODE
14-523 (SITE PLAN ORDINANCE)
RE: EXEMPTIONS FROM SITE PLAN REVIEW**

Sec. 14-523. Approval required.

No person shall undertake any development without obtaining approval therefore under this article.

- (4) The Planning authority shall exempt from review under all standards in this article developments that meet all of the following requirements:
- a. The proposed development will be located within existing structures, and there will be no new buildings, demolitions, or building additions other than those permitted by subsection b of this section;
 - b. Any building addition shall have a new building footprint expansion of less than five hundred (500) square feet;
 - c. The proposed site plan does not add any new curb cuts, driveways, or parking areas; the existing site has no more than one (1) curb cut and will not disrupt the circulation flows and parking on-site; and there will be no drive-through services provided;
 - d. The curbs and sidewalks adjacent to the lot are complete and in sound condition, as determined by the public works authority, with granite curb with at least four (4) inch reveal, and sidewalks are in good repair with uniform material and level surface and meet accessibility requirements of the Americans with Disabilities Act;
 - e. The use does not require additional or reduce existing parking, either on or off the site, and the project does not significantly increase traffic generation;
 - f. There are no known stormwater impacts from the proposed use or any existing deficient conditions of stormwater management on the site;
 - g. There are no evident deficiencies in existing screening from adjoining properties; and
 - h. Existing utility connections are adequate to serve the proposed development and there will be no disturbance to or improvements within the public right-of-way.

A developer claiming exemption under this subsection shall submit a written request for exemption stating that the proposed meets all of the provisions in standards a-h of this subsection, including an itemized statement by a qualified professional. Upon receipt of such a request, the planning authority will visit the site to verify that the exemption is applicable due to compliance with the standards. The planning authority, after consultation with the public works authority, shall render a written decision within twenty (20) working days after receipt of a written request for exemption that contains all the information required by this subsection. If a full exemption is granted, the application shall be approved without further review under this article, and no performance guarantee shall be required. The planning authority may require full site plan review of a project that meets the criteria of this subsection if it determined that there is a substantial public interest in the project.

In the event that the planning authority determines that standards a and b of this subsection and at least four (4) of the remaining standards have been met, the planning authority shall review the site plan under the review standards in section 14-526 that are affected by the standards in this subsection that have not been met. An application that receives review by the planning board shall receive a complete review under the standards of section 14-526. The planning authority shall notify an applicant in writing that full or partial site plan review is required, the reasons for the decision, and the information that will be required for site plan review.

IMPORTANT NOTICE TO APPLICANT

An Exemption from site plan review does not exempt this proposal from other approvals or permits, nor is it an authorization for construction. You should first check with the Building Inspections Office, Room 315, City Hall (874-8703), to determine what other City permits, such as a building permit, will be required.

Planning Barbara Barhydt

February 11, 2010

The request for a site plan exemption is for the replacement of the existing pier at Gulf of Maine. All federal, state and local approvals for the replacement of the pier were included in the application. The site plan exemption is granted with two conditions of approval:

1. The granting of an exemption from site plan review does not constitute approval of building plans, which must be reviewed and approved by the City of Portland's Inspection Division.
2. Erosion control measures for the landside improvements shall be installed prior to the start of construction.

CIANBRO

Cianbro Corporation

Patrick M. Sughrue, CHST
Environmental Safety and Health Mgr
Project Superintendent
Cianbro Companies
60 Cassidy Point Drive
Portland, Maine 04102

February 8, 2010

Barbara A. Barhydt
Development Review Service Manager
Planning and Development Department
City of Portland
389 Congress Street
Portland, Maine 04101

Dear Ms. Barhydt,

First, I thank you for your time this morning. I appreciate you taking the unannounced time to understand our project at the Gulf of Maine Research Institute, 350 Commercial Street, Portland Maine.

Secondly, as we spoke earlier this morning I have included in this packet three copies of each:

1. Engineering Drawings
2. Board of Harbor Commissioners Port of Portland Permit
3. Bureau of Parks and Lands Submerged Lands Application No. SL1285-CE
4. Department of Environmental Protection Application No. L-23112-4C-A-N
5. Army Corps of Engineer Permit No. NAE-2006-02063

Lastly, I am available anytime to answer questions that may arise. Our overall plan is to replace this existing pier with a more structurally sound pier in its place, please see drawings C4 (existing pier) and S1 (replacing pier).

Very Respectfully,



Patrick M. Sughrue, CHST
Environmental Safety and Health Mgr
Project Superintendent
207-318-9448
psughrue@cianbro.com

60 CASSIDY POINT DRIVE, PORTLAND, ME 04102 | (207) 773-5852 | (207) 773-7617 (FAX) | www.cianbro.com

The CIANBRO Logo is a registered trademark of The Cianbro Companies

EQUAL OPPORTUNITY EMPLOYER

CIANBRO

Cianbro Corporation

Patrick M. Sughrue, CHST
Environmental Safety and Health Mgr
Project Superintendent
Cianbro Companies
60 Cassidy Point Drive
Portland, Maine 04102

February 8, 2010

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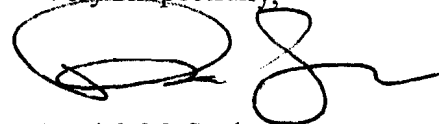
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EQUAL OPPORTUNITY EMPLOYER



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

GULF OF MAINE RESEARCH INSTITUTE
 C/O WOODARD & CURRAN
 ONE MERCHANTS PLAZA, SUITE 501
 BANGOR, MAINE 04401

CORPS PERMIT # NAE-2006-02063
 CORPS PGP ID# 08-356
 STATE ID# TIER 2

DESCRIPTION OF WORK:

Rehabilitate the former US Coast Guard (USCG) pier in Portland Harbor at Portland, Maine in order to support USCG vessels as well as on going and future marine research initiatives. Regulated work will include the installation of buried saltwater intake and discharge structures, installation of a new concrete panel bulkhead in front of the existing deteriorated steel sheet pile bulkhead, placement of stone riprap on top of existing riprap behind the retaining wall, replacement of the existing timber pile supported deck with a 433'x
Project Description Continued on Page 2

LAT/LONG COORDINATES : 43.6504464° N 70.2546874° W USGS QUAD: PORTLAND WEST, 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).

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. Also, this permit requires you to notify us before beginning work and allow us to inspect the project. Hence, you must complete and return the attached Work Start Notification Form(s) to this office no later than 2 weeks before the anticipated starting date. (For projects requiring mitigation, be sure to include the MITIGATION WORK START FORM).

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

APPLICATION TYPE: PBR: _____ TIER 1: _____ TIER 2: _____ TIER 3: X LURC: _____ DMR LEASE: _____ NA: _____

III. FEDERAL ACTIONS:

JOINT PROCESSING MEETING: 10/2/08 LEVEL OF REVIEW: CATEGORY 1: _____ CATEGORY 2: X

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

Jay L. Clement
 JAY L. CLEMENT
 SENIOR PROJECT MANAGER
 MAINE PROJECT OFFICE

FRANK J. DEL GIUDICE / 10/31/08
 FRANK J. DEL GIUDICE / DATE
 CHIEF, PERMITS & ENFORCEMENT BRANCH
 REGULATORY DIVISION



US Army Corps
of Engineers
New England District

Project Description Continued from Page 1

15' concrete pile supported concrete deck, and the installation of a 381' x 10' line of pile secured floats that will be accessed by a 50' x 3' ramp extending down from the concrete deck.

This work is shown on the attached plans entitled "GULF OF MAINE RESEARCH INSTITUTE, PORTLAND, MAINE" in 17 sheets dated "SEPT. 2008".

ADDITIONAL CONDITIONS FOR
DEPARTMENT OF THE ARMY
PROGRAMMATIC GENERAL PERMIT
NO. NAE-2008-02063

1. This authorization requires you to 1) notify us before beginning work so we may inspect the project, and 2) submit a Compliance Certification Form. You must complete and return the enclosed Work Start Notification Form(s) to this office at least two weeks before the anticipated starting date. You must complete and return the enclosed Compliance Certification Form within one month following the completion of the authorized work and any required mitigation (but not mitigation monitoring, which requires separate submittals).
2. 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.
3. 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.
4. All exposed soils resulting from the construction will be promptly seeded and mulched in order to achieve vegetative stabilization.
5. The saltwater intake structures shall be located a minimum of 105' from the Federal Navigation Project (FNP) limits. If required, the ports of the intakes shall be marked in accordance with appropriate US Coast Guard Regulations. Contact 1st Coast Guard District, Aids to Navigation Office at 617-223-8337.
6. The permittee shall not interfere with Corps of Engineers personnel or its contractors engaged in maintenance or improvement of the existing Federal Navigation Project. If, in the opinion of the Corps of Engineers, the permittee's structures must be removed or altered to allow for the maintenance or improvement of the existing Federal Navigation Project, the permittee shall perform the necessary work as directed by the Corps of Engineers.
7. The permittee shall not hold the Federal government or its contractor responsible for damage to these structures during surveying or dredging operations nor shall he hold the Federal Government or its contractors responsible for any damages he incurs from the interruption of his operations or from any measures he has to take to comply with Special Conditions 6.
8. Upon completion of the project, the permittee shall provide the Corps with an as-built drawing of the structures' location and depth. He shall also provide the Corps with the coordinates of the intake structures' termini (X, Y & Z planes). The coordinates will be based upon the State Planar format & N.A.D. 27. The drawing and coordinates are to be sent to the following: ATTN: Edward O'Donnell, Navigation Branch, US Army Corps of Engineers, New England District, 696 Virginia Road, Concord, Massachusetts 01742; Phone 978-318-8375.
9. The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

10. The buried intake and discharge structures shall be backfilled to surrounding contours.

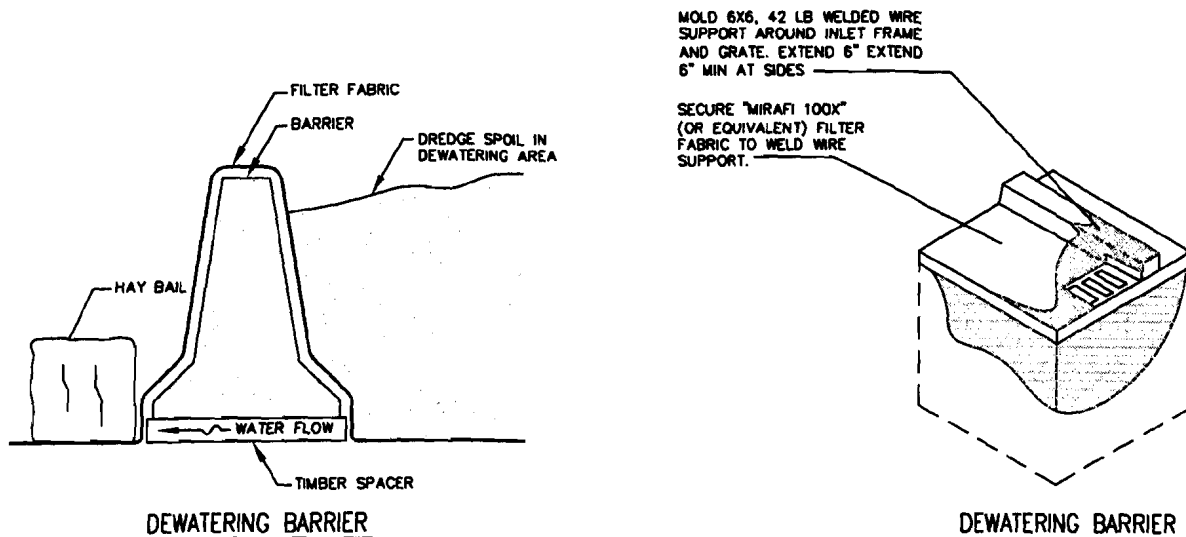
11. The permittee must still obtain any other Federal, State, or local permits as required by law before beginning work. This includes but is not limited to a Flood Hazard Development Permit issued by the City if necessary.

DEWATERING NOTES:

1. CONSTRUCTION:
 - a. CONSTRUCTION OF ALL EROSION AND SEDIMENT CONTROL DEVICES, SIGNAGE AND CONSTRUCTION FENCING MUST BE COMPLETED AND APPROVED BEFORE DREDGE SPOILS ARE PLACED AT THE DEWATERING SITE.
2. GENERAL:
 - a. THE CONTRACTOR SHALL MANAGE THE PLACEMENT, CONFIGURATION, DEWATERING AND REMOVAL OF THE DREDGE SPOILS SUCH THAT THE DEWATERING SYSTEM REMAINS FULLY FUNCTIONAL FOR THE DURATION OF THE WORK WITH PERIODIC MAINTENANCE. SPECIAL ATTENTION SHALL BE GIVEN TO INCREASING LEVELS OF WATER CAUSED BY RAIN, SNOW, ICE AND ANY OTHER EVENT WHICH CAUSES AN OVERFLOW SITUATION. AN OVERFLOW SITUATION EXISTS WHEN EITHER THE TEMPORARY CONTAINMENT BERM OR THE DEWATERING DRAIN SYSTEM CANNOT RETAIN OR ADEQUATELY REMOVE THE FREE WATER IN / FROM THE DEWATERING SITE. AS APPROVED, CONTRACTOR SHALL STAGE THE MATERIALS, INCREASE BERM LIMITS, OR PROVIDE ADDITIONAL DRAINS AS NEEDED TO PREVENT OVERFLOW, AT NO ADDITIONAL COST TO THE OWNER.
 - b. CONTRACTOR SHALL PAY SPECIAL ATTENTION TO DEWATERING DURING FREEZING CONDITIONS AND SHALL PROVIDE THE NECESSARY MEASURES TO ENSURE THAT THE REQUIRED DEWATERING IS COMPLETED WITHIN THE PROJECT TIME LIMITS. ADDITIONAL MEASURES INCLUDE BUT ARE NOT LIMITED TO THE INSTALLATION AND MAINTENANCE OF WICK DRAINS, INSTALLATION OF ADDITIONAL DRAINS, MECHANICAL MIXING, CONSTRUCTION OF WINDROWS, LIMITED GRADING, OR OTHER METHODS, PERFORMED AS NEEDED AT NO ADDITIONAL COST TO THE OWNER.
3. MAINTENANCE:
 - a. TEMPORARY DRAIN STRUCTURES AND BERM SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL, AT LEAST ONCE DAILY DURING PROLONGED RAINFALL, AND WEEKLY WHEN NO RAINFALL OCCURS. THEY SHALL BE REPAIRED IF THERE ARE ANY SIGNS OF EROSION. A MAINTENANCE INSPECTION REPORT WILL BE MADE AFTER EACH INSPECTION, AND ALL REQUIRED REPAIRS SHALL BE MADE WITHIN 24 HOURS OF REPORT.
 - b. A REPRESENTATIVE OF THE SITE CONTRACTOR WILL BE RESPONSIBLE FOR INSPECTIONS, MAINTENANCE, AND REPAIR ACTIVITIES, AND FILLING OUT THE INSPECTION AND MAINTENANCE REPORT.
 - c. ALL SEDIMENT AND EROSION CONTROL DEVICES WILL BE MAINTAINED UNTIL ALL OF THE MATERIAL IS REMOVED FROM THE DEWATERING SITE.
 - d. ASPHALT ROADWAYS SHALL BE CLEANED ON A DAILY BASIS. WHEN CLEANING UNLOADING SITE, CONTRACTOR SHALL SWEEP ALL DEBRIS AWAY FROM THE EXISTING DRAINS, AND SHALL REMOVE AND DISPOSE IN DEWATERING SITE.
4. SITE RESTORATION:
 - a. CONTRACTOR SHALL RESTORE THE DEWATERING SITE TO PRE-CONSTRUCTION CONDITIONS AS DIRECTED AND IN ACCORDANCE WITH THE SPECIFICATIONS, INCLUDING BUT NOT LIMITED TO REMOVAL OF ALL DEWATERING EQUIPMENT AND CONSTRUCTION MATERIALS.
 - b. CONTRACTOR SHALL REMOVE MATERIALS USED TO CONSTRUCT THE STABILIZED CONSTRUCTION ENTRANCES AND SHALL RESTORE AS INDICATED. CONTRACTOR SHALL REPAIR ALL PAVEMENT AND SUBBASE DAMAGED OR MODIFIED AS DIRECTED, AT NO ADDITIONAL COST TO THE OWNER.

DRAINAGE INLET PROTECTION NOTES:

- A. [REDACTED]
- B. FILTER FABRIC SHALL BE PUSHED DOWN AND FORMED TO THE SHAPE OF THE BASKET. THE SHEET OF FABRIC SHALL BE LARGE ENOUGH TO BE SUPPORTED BY THE BASKET FRAME WHEN HOLDING SEDIMENT AND EXTEND AT LEAST 6" PAST THE FRAME. THE INLET GRATE SHALL BE PLACED OVER THE BASKET/FRAME AND WILL SERVE AS THE FABRIC ANCHOR.
- C. THE FILTER FABRIC SHALL BE A GEOTEXTILE FABRIC: POLYESTER, POLYPROPYLENE, STABILIZED NYLON, POLYETHYLENE OR POLYVINYLIDENE CHLORIDE MEETING THE FOLLOWING SPECIFICATIONS: GRAB STRENGTH: 45 LB. MIN. IN ANY PRINCIPAL DIRECTION (ASTM D1682) MULLEN BURST STRENGTH: MIN. 60PSI (ASTM D774)
- D. THE FABRIC SHALL HAVE AN OPENING NO GREATER THAN A NUMBER 20 U.S. STANDARD SIEVE AND A MIN. PERMEABILITY OF 120 GPM/S.F. (MULTIPLY THE PERMITIVITY IN SEC.-1 FROM ASTM 54491-85 CONSTANT HEAD TEST USING THE CONVERSION FACTOR OF 74.)
- E. THE INLET BASKET SHALL BE INSPECTED WITHIN 24 HOURS AFTER EACH RAINFALL OF GREATER THAN 0.10" OR DAILY DURING EXTENDED PERIODS OF PRECIPITATION. REPAIRS SHALL BE MADE IMMEDIATELY, AS NECESSARY, TO PREVENT PARTICLES FROM REACHING THE DRAINAGE SYSTEM AND/OR CAUSING SURFACE FLOODING.
- F. SEDIMENT DEPOSITS SHALL BE REMOVED AFTER EACH STORM EVENT, OR MORE OFTEN IF THE FABRIC BECOMES CLOGGED.



GRAPHIC SCALE

NOT TO SCALE

GULF OF MAINE
RESEARCH INSTITUTE
350 COMMERCIAL ST.
PORTLAND, ME

PIER REPLACEMENT
APPLEDORE MARINE ENGINEERING, INC.
DATE: NOVEMBER 2009 SHEET: 1 OF 1

BOARD OF HARBOR COMMISSIONERS PORT OF PORTLAND PERMIT-A

TO BE POSTED IN A CONSPICUOUS PLACE AT THE CONSTRUCTION SITE

To.....Gulf of Maine Research Institute, 350 Commercial Street, Portland, ME 04103.....

The undersigned, Board of Harbor Commissioners for the Harbor of Portland, has carefully considered your application, Dated the 15th day of September 2008, for a permit authorizing

..... The reconstruction of an existing pier and installation of seawater intake pipeline and outfall pipeline.....

Having given public notice of this pending application, as required by law, and therein designated the 9th day Of October 2008, at 5:00 o'clock in the afternoon prevailing time as the time when they would meet At the South Portland City Hall, City Council Chambers to examine this issue and here all interested parties, and having met at the time and place mentioned and examined the location of this proposed construction project.....

And having heard all interested parties, the Board of Harbor Commissioners for the Port of Portland hereby issues this permit which authorizes you to proceed under all applicable local and federal regulations hereinafter stated, and to maintain within the limits mentioned in the permit application.

In addition, the construction project described above must be surrounded by a containment boom unless the Board of Harbor Commissioners for the Port of Portland has waived this requirement in writing, either as part of the above-listed conditions, or in a separate statement.

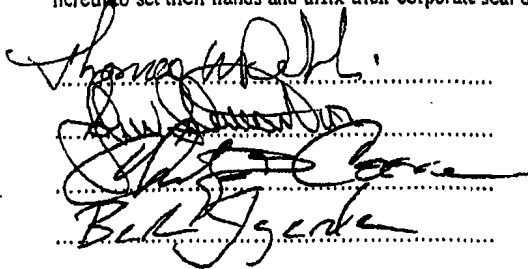
This permit is limited authorization, which contains a stated set of conditions with which the permit holder must comply. If a contractor performs the work for you, both you and the contractor are responsible for assuring that the work is done in conformance with the conditions and limitations of this authorization. Please be sure that the person who will be performing the work has read and understands these conditions.

Performing any work not specifically authorized by this permit, or that fails to comply with its conditions, may subject you to the enforcement provisions of Harbor Commission regulations. If any change in plans or construction methods is found necessary, please contact the Harbor Commission immediately to discuss modifications to your authorization. Any change must be approved by the Harbor Commission before it is undertaken.

Nothing in this permit shall be construed to justify or authorize any invasion to the private rights of others. Moreover, nothing in this permit shall limit or modify the authority of the Board of Harbor Commissioners for the Harbor of Portland with its applicable statute. Attested copies will be submitted to the U. S. Army Corps of Engineers, the Department of Environmental protection, the City of Portland, and the City of South Portland.

In Witness Whereof, the members of the Board of Harbor Commissioners for the Harbor of Portland hereunto set their hands and affix their corporate seal on this 9th day of October 2008.

The work authorized to this permit must be completed on or before the 9th day of October 2009.


.....
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.....
.....

Board of Harbor Commissioners for the Port of Portland

BOARD OF HARBOR COMMISSIONERS PORT OF PORTLAND PERMIT-A

EXTENSION

TO BE POSTED IN A CONSPICUOUS PLACE AT THE CONSTRUCTION SITE

To.....Gulf of Maine Research Institute, 350 Commercial Street, Portland, ME 04103.....

The undersigned, Board of Harbor Commissioners for the Harbor of Portland, has carefully considered your application, Dated the 15th day of September 2008, for a permit authorizing

..... The reconstruction of an existing pier and installation of seawater intake pipeline and outfall pipeline.....

Having given public notice of this pending application, as required by law, and therein designated the 9th day Of October 2008, at 5:00 o'clock in the afternoon prevailing time as the time when they would meet At the South Portland City Hall, City Council Chambers to examine this issue and here all interested parties, and having met at the time and place mentioned and examined the location of this proposed construction project.....

And having heard all interested parties, the Board of Harbor Commissioners for the Port of Portland hereby issues this permit which authorizes you to proceed under all applicable local and federal regulations hereinafter stated, and to maintain within the limits mentioned in the permit application.

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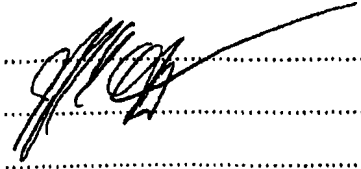
This permit is limited authorization, which contains a stated set of conditions with which the permit holder must comply. If a contractor performs the work for you, both you and the contractor are responsible for assuring that the work is done in conformance with the conditions and limitations of this authorization. Please be sure that the person who will be performing the work has read and understands these conditions.

Performing any work not specifically authorized by this permit, or that fails to comply with its conditions, may subject your to the enforcement provisions of Harbor Commission regulations. If any change in plans or construction methods is found necessary, please contact the Harbor Commission immediately to discuss modifications to your authorization. Any change must be approved by the Harbor Commission before it is undertaken.

Nothing in this permit shall be construed to justify or authorize any invasion to the private rights of others. Moreover, nothing in this permit shall limit or modify the authority of the Board of Harbor Commissioners for the Harbor of Portland with its applicable statute. Attested copies will be submitted to the U. S. Army Corps of Engineers, the Department of Environmental protection, the City of Portland, and the City of South Portland.

In Witness Whereof, the members of the Board of Harbor Commissioners for the Harbor of Portland hereunto set their hands and affix their corporate seal on this 9th day of October 2009.

The work authorized to this permit must be completed on or before the 9th day of April 2010.


.....
.....
.....
.....

Board of Harbor Commissioners for the Port of Portland

BOARD OF HARBOR COMMISSIONERS

PORT OF PORTLAND, MAINE

Application for a Marine Construction Permit

DECISION

Date of public hearing: October 9, 2008

Name and address of applicant: Gulf of Maine Research Institute

Location of project for which permit is requested: 350 Commercial Street, Portland

Description of project: Reconstruction of existing pier and installation of seawater intake pipeline and outfall pipeline.

For the Record:

Names and addresses of witnesses (proponents, opponents and others):

Alan Lichner ^{sp?} - GMR

Munen Briggs

Exhibits admitted (e.g. renderings, reports, etc.):

Permit applications to Board & ACCE

Findings of Fact and Conclusions of Law:

Applicant is proposing to reconstruction an existing pier for the berthing of Coast Guard vessels and to install a seawater intake pipeline and an outfall pipeline.

- there is sufficient space for construction vessels & ferry vessels across channel
 - Replacing existing coral ground pier
 - new pier will have same footprint + 7 ft. to drive pilings into good soil.
 - distance between edge of federal property line is 62-65 feet.
 - 1.5" dia pipe - 100,000 gallons/min. ^{1000 yds vessel} _{100 boats can clear pipeline} pipelines will be marked with signs
- 1) The marine structure or obstruction will not substantially or unreasonably interfere with navigation, including its impact on convenient channels for the passage of vessels, more specifically its location in close proximity to the federal channel will not unreasonably substantially or interfere with navigation and safe passage in and access to the channel.

Satisfied X Not Satisfied

Reason and supporting facts:

- Replacing existing structure
- pipelines significant distance from surface to allow clearance of vessels

2) The marine structure or obstruction will not injure the rights of others.

Satisfied X Not Satisfied

Reason and supporting facts:

See above

3) The marine structure or obstruction will not threaten public safety.

Satisfied X Not Satisfied

Reason and supporting facts:

See above

additionally, fire boat can clear pipelines

Conclusion: (check one)

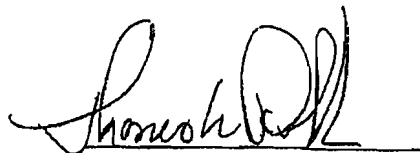
 Option 1: The Board finds that the standards described above have been satisfied and therefore GRANTS the permit.

X Option 2: The Board finds that while the standards described above have been satisfied, certain additional conditions must be imposed to minimize adverse effects on navigation and/or public safety, and therefore GRANTS the permit SUBJECT TO THE FOLLOWING CONDITIONS:

- Proper marking of intake and outfall pipelines with appropriate signage and notice to mariners.

 Option 3: The Board finds that the standards described have NOT all been satisfied and therefore DENIES the permit.

Dated: 10-9-8



Thomas W. Dobbins
Chair, Board of Harbor
Commissioners



STATE OF MAINE
Department of Environmental Protection

JOHN ELIAS BALDACCI
GOVERNOR

David P. Littell
COMMISSIONER

November, 2009

Don Perkins
Gulf of Maine Research Institute
350 Commercial Street
Portland, Maine 04101

RE: Natural Resources Protection Act Application, Portland, #L-23112-4C-B-M

Dear Mr. Perkins:

Please find enclosed a signed copy of your Department of Environmental Protection land use permit. You will note that the permit includes a description of your project, findings of fact that relate to the approval criteria the Department used in evaluating your project, and conditions that are based on those findings and the particulars of your project. Please take several moments to read your permit carefully, paying particular attention to the conditions of the approval. The Department reviews every application thoroughly and strives to formulate reasonable conditions of approval within the context of the Department's environmental laws. You will also find attached some materials that describe the Department's appeal procedures for your information.

If you have any questions about the permit please contact me at (207)822-6396 or at christine.woodruff@maine.gov.

Sincerely,

A handwritten signature in cursive script that reads "Chris Woodruff".

Christine Woodruff, Project Manager
Division of Land Resource Regulation



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
17 STATE HOUSE STATION
AUGUSTA, ME 04333

DEPARTMENT ORDER

IN THE MATTER OF

GULF OF MAINE RESEARCH INSTITUTE) NATURAL RESOURCES PROTECTION
Portland, Cumberland County) COASTAL WETLAND ALTERATION
PIER CONSTRUCTION MODIFICATIONS) WATER QUALITY CERTIFICATION
L-23112-4C-B-N (approval)) FINDINGS OF FACT AND ORDER

Pursuant to the provisions of 38 M.R.S.A. Sections 480-A et seq. and Section 401 of the Federal Water Pollution Control Act, the Department of Environmental Protection has considered the application of GULF OF MAINE RESEARCH INSTITUTE with the supportive data, agency review comments, and other related materials on file and FINDS THE FOLLOWING FACTS:

1. PROJECT DESCRIPTION:

A. History of Project: In Department Order #L-23112-4C-A-N, dated October 17, 2006, the Department granted approval for the demolition and replacement of an existing 15-foot wide by 433-foot long pile supported pier in the same location. The project includes a new pre-cast concrete panel bulkhead in front of and the same size as the existing bulkhead with new fill between the two bulkheads and the installation of riprap on an area of existing intertidal fill under the pier. The project also includes installation of a 710-foot seawater intake pipe and a seawater outfall pipe for the research facility to be installed adjacent to the pier. The permit was extended for two years with Permit By Rule number 46939 on September 23, 2008.

B. Summary: The applicant proposes to change the project by reducing the height of the proposed bulkhead, reduce the amount of fill between the existing and proposed bulkheads, eliminate the riprap in the intertidal area, and dredge old fill material out from behind the existing bulkhead. The applicant proposes to dredge 800 cubic yards of sand, gravel and cobble from a 6,550 square foot area with a depth that varies from zero to seven feet. The dredged material will be dewatered in the parking lot and disposal will be in an upland area either at a licensed landfill facility or via beneficial use depending on the sieve analysis and contaminant testing results. The project revisions are shown on a set of plans, the first of which is titled "Gulf of Maine Research Institute 2009 NRPA Application," prepared by Woodard & Curran, and dated September 2009. The project site is located at 350 Commercial Street in the City of Portland with frontage on the Fore River portion of Casco Bay.

C. Current Use of the Site: The applicant owns a 7.8-acre lot occupied by a research and education building, a United States Coast Guard Building, a paved parking lot, and

the remains of an existing pier and bulkhead. The site has historically been used for commercial marine activities and all of the site, including the intertidal areas, have been altered in the past by filling and constructing bulkheads and pilings. Construction of the previously approved project has not commenced.

2. EXISTING SCENIC, AESTHETIC, RECREATIONAL OR NAVIGATIONAL USES:

All the proposed modifications are either intertidal or subtidal and will not affect the scenic or aesthetic qualities of the previously approved project.

The Department did not identify any issues involving existing recreational and navigational uses.

The Department finds that the proposed activity will not unreasonably interfere with existing scenic, aesthetic, recreational or navigational uses of the protected natural resource.

3. SOIL EROSION:

The dredged material will be dewatered with a stockpile containment barrier to prevent fine sediments from being transported into the Fore River. The Department finds that the activity will not cause unreasonable erosion of soil or sediment nor unreasonably inhibit the natural transfer of soil from the terrestrial to the marine or freshwater environment.

4. HABITAT CONSIDERATIONS:

The Department of Marine Resources (DMR) reviewed the revised project and stated that the proposed modification is an improvement over the original proposal that DMR reviewed in August 2006. DMR further stated that the current proposal would reduce the area of subtidal impact by 390 sq. ft. and no intertidal area would be filled.

The Department reviewed GIS maps and did not find any record of significant, threatened or endangered species in the project location.

The Department finds that the activity will not unreasonably harm any significant wildlife habitat, freshwater wetland plant habitat, threatened or endangered plant habitat, aquatic or adjacent upland habitat, travel corridor, freshwater, estuarine or marine fisheries or other aquatic life.

5. WATER QUALITY CONSIDERATIONS:

The Department does not anticipate that the proposed project will violate any state water quality law, including those governing the classification of the State's waters.

6. WETLANDS AND WATERBODIES PROTECTION RULES:

The applicant proposes to modify the project to reduce the area of intertidal riprap by 11,820 square feet, to reduce the area of subtidal fill between the existing and proposed bulkheads by 290 square feet and to dredge material from 6,550 square feet. The areas of the previously proposed riprap and the proposed dredging overlap by 1,860 feet; therefore approximately 4,690 square feet of additional area will be altered due to the proposed dredging, but there will be a net reduction in impact area of 3,700 square feet.

The area of the proposed dredging is immediately behind the existing bulkhead in the lower intertidal zone. It is in an area of old fill material consisting primarily of coarse sand, gravel, and cobble. This area has patches of knotted wrack throughout but primarily on the old pilings, which will be cut at the mud line and removed as part of the original approved project. There are common invertebrates on the mixed coarse and fine substrates including northern rock barnacle, blue mussel, and common periwinkle. Under rocks and wooden debris are encrusting green crabs, northern sea star, amphipods and rock gunnels.

The Department's Wetlands and Waterbodies Protection Rules, Chapter 310, require that the applicant meet the following standards:

- A. **Avoidance.** No activity may be permitted if there is a practicable alternative to the project that would be less damaging to the environment. Each application for a coastal wetland alteration permit must provide an analysis of alternatives in order to demonstrate that a practicable alternative does not exist. The applicant submitted an alternative analysis for the proposed project completed by Woodard & Curran and dated September 2009. The alternative to the proposed project modifications would be to construct the project as previously permitted, which would have resulted in an additional 3,700 square feet of impact.
- B. **Minimal Alteration.** The amount of coastal wetland to be altered must be kept to the minimum amount necessary for meeting the overall purpose of the project. The applicant has eliminated the previously approved intertidal riprap, which reduces coastal wetland impacts by 11,820 square feet. Subtidal fill is minimized by dredging behind the existing bulkhead, which allows the proposed bulkhead to be slightly closer to it, which reduces the area of subtidal fill by 290 square feet.
- C. **Compensation.** The proposed project revisions will change the areas to be impacted and will reduce the area of intertidal impacts by 3,700 square feet. The applicant submitted a report entitled "Marine Habitat Characterization, Gulf of Maine Research Institute," prepared by Woodlot Alternatives, Inc, and dated August 2005. The report included a flora and fauna species list, a habitat map, and photographs of the entire project site. The report stated that plant and animal communities at the site have low diversity and abundance and include common species found in sheltered coastal habitats. The low number of benthic and infaunal species observed is due to historic and current disturbances at the project site. The report further stated that the pier replacement will have a minimal impact on the existing wetland functions at the project site. The

application states that the impact from dredging will be temporary because the flora and fauna will recolonize on the newly exposed bottom. In accordance with Chapter 310, Section 5(C) (7), and based on information in the project application, the Department waives the requirement for compensation because the impact to coastal wetland functions and values will be minimal.

The Department finds that the applicant has avoided and minimized coastal wetland impacts to the greatest extent practicable, and that the proposed project represents the least environmentally damaging alternative that meets the overall purpose of the project.

7. OTHER CONSIDERATIONS:

The Department did not identify any other issues involving existing scenic, aesthetic, or navigational uses, soil erosion, habitat or fisheries, the natural transfer of soil, natural flow of water, water quality, or flooding.

BASED on the above findings of fact, and subject to the conditions listed below, the Department makes the following conclusions pursuant to 38 M.R.S.A. Sections 480-A et seq. and Section 401 of the Federal Water Pollution Control Act:

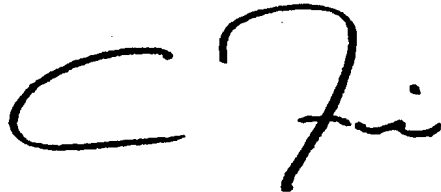
- A. The proposed activity will not unreasonably interfere with existing scenic, aesthetic, recreational, or navigational uses.
- B. The proposed activity will not cause unreasonable erosion of soil or sediment.
- C. The proposed activity will not unreasonably inhibit the natural transfer of soil from the terrestrial to the marine or freshwater environment.
- D. The proposed activity will not unreasonably harm any significant wildlife habitat, freshwater wetland plant habitat, threatened or endangered plant habitat, aquatic or adjacent upland habitat, travel corridor, freshwater, estuarine, or marine fisheries or other aquatic life.
- E. The proposed activity will not unreasonably interfere with the natural flow of any surface or subsurface waters.
- F. The proposed activity will not violate any state water quality law including those governing the classifications of the State's waters.
- G. The proposed activity will not unreasonably cause or increase the flooding of the alteration area or adjacent properties.
- H. The proposed activity is not on or adjacent to a sand dune.
- I. The proposed activity is not on an outstanding river segment as noted in Title 38 M.R.S.A. Section 480-P.

THEREFORE, the Department APPROVES the above noted application of GULF OF MAINE RESEARCH INSTITUTE to modify the previously approved pier as described above, SUBJECT TO THE ATTACHED CONDITIONS, and all applicable standards and regulations:

1. Standard Conditions of Approval, a copy attached.
2. The applicant shall take all necessary measures to ensure that its activities or those of its agents do not result in measurable erosion of soil on the site during the construction of the project covered by this approval.
3. Severability. The invalidity or unenforceability of any provision, or part thereof, of this License shall not affect the remainder of the provision or any other provisions. This License shall be construed and enforced in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
4. All other Findings of Fact, Conclusions and Conditions remain as approved in Department Order #L-23112-4C-A-N, and subsequent orders, and are incorporated herein

THIS APPROVAL DOES NOT CONSTITUTE OR SUBSTITUTE FOR ANY OTHER REQUIRED STATE, FEDERAL OR LOCAL APPROVALS NOR DOES IT VERIFY COMPLIANCE WITH ANY APPLICABLE SHORELAND ZONING ORDINANCES.

DEPARTMENT OF ENVIRONMENTAL PROTECTION



This permit has been digitally signed by Andrew C. Fisk on behalf of Commissioner David P. Littell. It is digitally signed pursuant to authority under 10 M.R. S.A. § 9418. It has been filed with the Board of Environmental Protection as of the signature date 2009.11.09 13:43:42 -05'00'

PLEASE NOTE THE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES

cgw/l23112bn/70643



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

JOHN ELIAS BALDACCI
 GOVERNOR

PATRICK K. MCGOWAN
 COMMISSIONER

SUBMERGED LANDS LEASE – FINAL FINDINGS AND DECISION

APPLICANT: Gulf of Maine Research Institute and Gulf of Maine Properties, Inc.

PROJECT LOCATION: Portland

APPLICATION: Bureau of Parks and Lands Submerged Lands Application No. SL1285-CE and Department of Environmental Protection NRPA Application No. L-23112-4C-A-N

PROJECT DESCRIPTION: The applicant proposes to rehabilitate an existing filled pier which includes the installation of a new bulkhead 7 ½ feet outside of the existing bulkhead and backfilling with crushed stone, new decking, and reinstallation of 381 feet of floats along the east side of the pier on submerged lands in Portland Harbor. The proposal also includes the installation of a water discharge pipe ending at the mean low-water mark and two water intake pipes that would extend approximately 110 feet beyond the seaward end of the pier. The pipes would be buried for most of their length and the seaward end would be marked with a warning buoy. The pipes would be used by the applicant in its research laboratory. The pier and floats will provide access and berthing for the U.S. Coast Guard which has a 30-year lease agreement with the applicant to use these structures.

A 30-year constructive easement for use of submerged lands was granted by statute in 1975. The submerged lands lease will replace the constructive easement.

REVIEW COMMENTS: Notification letters were sent to the town, abutters and Department of Marine Resources (DMR). The DMR commented that as proposed, the project should not cause any significant adverse impacts to traditional fishing, recreation, navigation, or riparian access. Suggestions were also made concerning placement of rip-rap to minimize impacts to marine resources. The Department of Environmental Protection has indicated that the rip-rap is confined to only the area subject to erosion and will be approved. The applicant indicated that it considered several alternatives and that the proposed alternative minimizes wetland impacts. No comments in opposition were received.

FINDINGS: Based upon its review of all information in the administrative record, the Bureau of Parks and Lands makes the following findings in accordance with Title 12 M.R.S.A. Sections 1801 & 1862 and pertinent regulations.

PUBLIC ACCESS WAYS:

The project will be located on private property and not on or adjacent to a public access point to the shore. As such, the Bureau finds that the project will not unreasonably interfere with public access ways to submerged lands.



PUBLIC TRUST RIGHTS:

The project will not unreasonably interfere with fishing, fowling, navigation, or other existing marine uses of the area.

RECREATION:

The project will not unreasonably interfere with recreation.

SERVICES AND FACILITIES NECESSARY FOR COMMERCIAL MARINE ACTIVITIES:

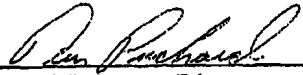

The project will not unreasonably diminish the availability of services and facilities necessary for commercial marine activities.

INGRESS AND EGRESS OF RIPARIAN OWNERS:

The project will not unreasonably interfere with ingress and egress of riparian owners.

DECISION: In accordance with Title 12 M.R.S.A. Sections 1801 & 1862, the Director of the Bureau of Parks and Lands has determined that Submerged Lands Lease No. 0785-L-34 will be granted to the Gulf of Maine Research Institute and Gulf of Maine Properties, Inc.

APPEAL RIGHTS: In accordance with 5 M.R.S.A. section 11002 and Maine Rules of Civil Procedure 80C, this decision may be appealed to Superior Court within 30 days after receipt of notice of the decision by a party to this proceeding, or within 40 days from the date of the decision by any other aggrieved person.

Signed: 
 David J. Soucy, Director

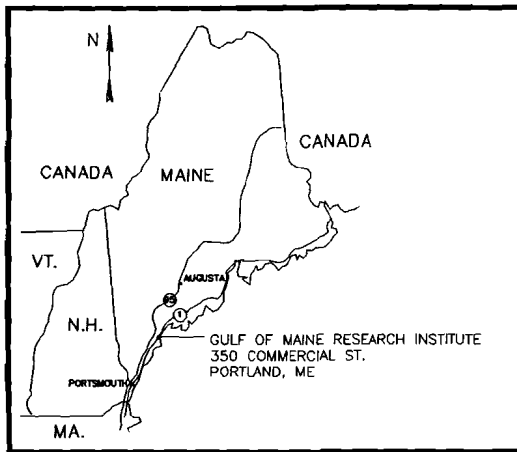
Date: October 26, 2006

Portland, Maine

PIER REPLACEMENT

NOVEMBER, 2009

MAINE DOT PIN 14305.00/16003.00



VICINITY MAP
N.T.S.

LIST OF DRAWINGS

SHT	SHT NO.	DRAWING TITLE
GENERAL		
G1	1 OF 21	TITLE SHEET
G2	2 OF 21	GENERAL NOTES
CIVIL		
C1	3 OF 21	EXISTING SITE PLAN
C2	4 OF 21	EXISTING CONDITIONS PHOTOS
C3	5 OF 21	GEOTECHNICAL INFORMATION
C4	6 OF 21	REMOVALS PLAN
C5	7 OF 21	REMOVALS SECTIONS AND DETAILS
STRUCTURAL		
S1	8 OF 21	GENERAL PLAN
S2	9 OF 21	PIER SECTIONS AND DETAILS
S3	10 OF 21	PILE PLAN
S4	11 OF 21	PILE DETAILS
S5	12 OF 21	PILE CAP PLAN AND DETAILS
S6	13 OF 21	DECK PLANK PLAN AND DETAILS
S7	14 OF 21	DECK DETAILS
S8	15 OF 21	BULKHEAD PANEL PLAN AND DETAILS
S9	16 OF 21	BULKHEAD PANEL DETAILS
S10	17 OF 21	GANGWAY PLATFORM PLAN AND DETAILS
S11	18 OF 21	PIER DETAILS
MECHANICAL		
M1	19 OF 21	UNDERGROUND UTILITIES PLAN AND DETAILS
ELECTRICAL		
E1	20 OF 21	ELECTRICAL REMOVALS PLAN
E2	21 OF 21	PIER ELECTRICAL AND TELECOMMUNICATIONS PLAN AND DETAILS

LEGEND

MLLW	MEAN LOWER LOW WATER (NOAA CHART DATUM)
MLW	MEAN LOW WATER
MHW	MEAN HIGH WATER
EL	ELEVATION IN FEET
(TYP)	TYPICAL
MIN.	MINIMUM
MAX.	MAXIMUM
O.C.	ON CENTER
O.D.	OUTSIDE DIAMETER
I.D.	INSIDE DIAMETER
DIA.	DIAMETER
C.I.P.	CAST-IN-PLACE
LF	LINEAR FEET
SF	SQUARE FEET
CY	CUBIC YARD
BM	BENCHMARK
~	~

TIDAL DATUMS (1983-2001 TIDAL EPOCH)

100 YEAR RECURRENCE FLOOD WAVE ZONE (V ZONE)	16.57'
100 YEAR RECURRENCE FLOOD ZONE (STILL WATER)	14.57'
HIGHEST OBSERVED WATER LEVEL (02/07/1978)	14.17'
MEAN HIGHER HIGH WATER (MHHW)	9.90'
MEAN HIGH WATER (MHW)	9.47'
NATIONAL GEODETIC VERTICAL DATUM (NGVD 1929)	4.57'

- ... OF THE DISTRICTS AND THE SPECIFICATIONS ON SITE AT ALL TIMES DURING THE WORK.
- ELEVATIONS ARE IN FEET BASED ON MEAN LOWER LOW WATER (MLLW) PROJECT DATUM FOR THE 1983-2001 TIDAL EPOCH.
 - ALL NORTH ARROWS SHOWN ARE GRID NORTH BASED ON NAD83.
 - ALL EXISTING DIMENSIONS, ELEVATIONS AND CONDITIONS RELATING TO THE WORK SHALL BE FIELD VERIFIED BY THE CONTRACTOR. ALL DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE ORDERING MATERIALS AND STARTING THE WORK.
 - THE SIZE AND LOCATION OF ALL EXISTING UTILITIES IMPACTED BY THE WORK SHALL BE FIELD VERIFIED. THE UTILITIES SHALL BE PROTECTED BY THE CONTRACTOR. THE CONTRACTOR MAY RELOCATE UTILITIES TO ACCOMMODATE CONSTRUCTION AS APPROVED BY THE OWNER, AT NO ADDITIONAL COST TO THE OWNER.
 - IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE ERECTION PROCEDURES AND SEQUENCE TO ENSURE THE SAFETY OF THE FACILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ERECTION, MAINTENANCE AND REMOVAL OF TEMPORARY FACILITIES MATERIALS AND EQUIPMENT. ALL PROPOSED STAGING AREAS SHALL BE COORDINATED WITH THE OWNER BEFORE STARTING THE WORK.
 - THE CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGE DONE TO THE EXISTING STRUCTURES AND VESSELS OR INJURIES TO THE PUBLIC OR AUTHORITY PERSONNEL AS A RESULT OF PERFORMING THE WORK.
 - THE CONTRACTOR SHALL PROVIDE AND MAINTAIN ENVIRONMENTAL CONTROLS AS REQUIRED BY FEDERAL, STATE AND MUNICIPAL REGULATIONS AND PERMITS. ENVIRONMENTAL CONTROLS SHALL INCLUDE, BUT NOT BE LIMITED TO, TURBIDITY AND DUST.
 - THE CONTRACTOR SHALL FOLLOW ALL APPLICABLE FEDERAL, STATE AND MUNICIPAL REGULATIONS, INCLUDING THE FEDERAL DEPARTMENT OF LABOR, SAFETY, HEALTH ACT, U.S. ARMY CORPS OF ENGINEERS, STATE/LOCAL WETLANDS CONTROL, AND PERMITS.
 - THE CONTRACTOR SHALL SCHEDULE AND COORDINATE ALL WORK, INCLUDING ALLOWABLE WORK WINDOWS, WITH THE OWNER, AND SHALL MAINTAIN THE WORK SITE TO THE SATISFACTION OF THE OWNER.
 - CONTRACTOR SHALL NOT ENTER ANY BUILDINGS ON SITE WITHOUT PRIOR AUTHORIZATION OF THE U.S. COAST GUARD.
 - STORAGE, FUELING AND LUBRICATION OF EQUIPMENT AND MOTOR VEHICLES SHALL BE CONDUCTED IN A MANNER THAT AFFORDS THE MAXIMUM PROTECTION AGAINST SPILL AND EVAPORATION. FUEL, LUBRICANTS AND OIL SHALL BE MANAGED AND STORED IN ACCORDANCE WITH ALL FEDERAL, STATE, REGIONAL, AND LOCAL LAWS AND REGULATIONS. THERE SHALL BE NO STORAGE OF FUEL ON THE PROJECT SITE. FUEL MUST BE BROUGHT TO THE PROJECT SITE AS NEEDED. EQUIPMENT OPERATION, ACTIVITIES, OR PROCESSES PERFORMED BY THE CONTRACTOR SHALL BE IN ACCORDANCE WITH ALL FEDERAL AND STATE AIR EMISSION AND PERFORMANCE LAWS AND STANDARDS.
 - TOPOGRAPHIC INFORMATION AS SHOWN HEREON IS REFERENCED HORIZONTALLY TO THE MAINE WEST STATE PLANE COORDINATE SYSTEM NAD 83 BASED ON A STATIC GPS TIE TO THE CORPS STATIONS AND IS REFERENCED VERTICALLY TO STATION "TIDAL 2 USE STA 84."
 - CONTRACTOR SHALL PERFORM ADEQUATE SURVEY CONTROL AT ALL TIMES TO ESTABLISH AND MAINTAIN ALL LINES AND ELEVATIONS.

SURVEY:

- THE SURVEY INFORMATION SHOWN HEREIN IS BASED ON A SURVEY BY F.M. BECK IN 2002 AND CAN ONLY BE CONSIDERED AS INDICATING THE CONDITIONS EXISTING AT THE TIME.
- ALL ELECTRIC, GAS, TELEPHONE, WATER, SEWER AND DRAIN SERVICES ARE SHOWN IN SCHEMATIC FASHION. THEIR LOCATIONS ARE NOT PRECISE OR NECESSARILY ACCURATE. NO WORK WHATSOEVER SHALL BE UNDERTAKEN ON THIS SITE BASED ON LOCATION OF THE ABOVE SERVICES SHOWN ON THESE DRAWINGS. CONSULT WITH THE PROPER AUTHORITIES CONCERNED WITH THE SUBJECT SERVICE LOCATIONS FOR INFORMATION REGARDING SUCH. CALL DIG-SAFE AT 1-888-DIG-SAFE.

DESIGN CRITERIA:

- PIER DECK UNIFORM LIVE LOAD 300 PSF
- PIER DECK CONCENTRATION LOAD DUE TO:
10 TON FORKLIFT, OR
HS-20 TRUCK LOADING, OR
50 TON MOBILE CRANE (FLOATS ON PILE CAP ONLY)
- THE DESIGN VESSEL FOR THE 8 FOOT WIDE FLOATING DOCK ATTACHED TO THE GUIDE PILES IS A USCG 110 FOOT ISLAND CLASS (WPB) PATROL BOAT.

- ALL MATERIAL REMOVED AND NOT REUSED SHALL BE THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED DAILY FROM THE OWNER'S PROPERTY OR PROPERLY STORED IN AN APPROVED LOCATION ON SITE. REMOVED MATERIAL SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL LAWS.
- CONTRACTOR SHALL PROTECT EXISTING UTILITIES AND STRUCTURES, WHICH ARE TO REMAIN IN PLACE, BE REUSED, OR BE THE PROPERTY OF THE OWNER.
- THE CONTRACTOR IS ADVISED THAT MATERIALS FOR REMOVAL MAY CONTAIN CREOSOTE, OIL, LEAD PAINT AND OTHER POTENTIALLY HAZARDOUS SUBSTANCES.
- EXISTING PIER STRUCTURES, INCLUDING TIMBER PILES, TIMBER DECK AND ALL ITS ELEMENTS, CONNECTION HARDWARE, AND ALL APPURTENANCES SHALL BE REMOVED AND LEGALLY DISPOSED OF AT THE CONTRACTOR'S DISPOSAL SITE.
 - PILES SHALL BE PULLED COMPLETELY OR ALTERNATIVELY CUT 1 FOOT BELOW FINAL GRADE.
- FLOATING DOCK SHALL BE DISCONNECTED FROM THE MOORING PILES. THE DOCK AND THE GANGWAY SHALL BE FLOATED OR OTHERWISE MOVED TO AN APPROVED LOCATION, STORED FOR THE DURATION OF WORK, AND RETURNED TO THE SITE AFTER CONSTRUCTION OF THE NEW PIER IS COMPLETED. THE CONTRACTOR SHALL PROVIDE PROTECTION OF THE FLOATING DOCK AND THE GANGWAY AGAINST DAMAGE DURING THEIR RELOCATION AND STORAGE.
- THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF EXISTING DEBRIS IN THE HARBOR THAT IS NECESSARY FOR CONSTRUCTION OF THE REPLACEMENT PIER.
- EXISTING UTILITIES SHOWN ARE BASED ON A LIMITED FIELD INVESTIGATION AND MAY NOT BE INDICATIVE OF ALL EXISTING UTILITY LOCATIONS. CONTRACTOR SHALL LOCATE EXISTING UTILITIES PRIOR TO DEMOLITION AND/OR EXCAVATION. ALL DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

PILES:

- STEEL PIPE PILES SHALL BE IN ACCORDANCE WITH ASTM A-252 GR 3 AND SHALL BE NEW.
- ACCESS BRIDGE AND PIER SUPPORT PILES ARE TO BE DRIVEN TO REFUSAL ON BEDROCK AS DEFINED IN THE SPECIFICATIONS.
- PILES SUPPORTING THE PIER AND ACCESS BRIDGE SHALL HAVE THE FOLLOWING DESIGN CAPACITIES (WITH A FACTOR OF SAFETY = 2.25)

	DESIGN CAPACITY	ULTIMATE CAPACITY
30" PILE	260 TON	585 TON
24" PILE	200 TON	450 TON
12-3/4" PILE	80 TON	180 TON
- PILES SHALL BE DRIVEN TO THE REQUIRED DEPTH OF PENETRATION ESTABLISHED IN THESE CONTRACT DOCUMENTS AND CAPACITIES SHALL BE VERIFIED WITH DYNAMIC TESTING.
- PILES SHALL BE FILLED WITH CONCRETE.
- JETTING OF PILES SHALL NOT BE PERMITTED.
- UP TO TWO SPLICES SHALL BE PERMITTED PER PILE AND MUST BE LOCATED A MINIMUM OF 20' BELOW THE MUDLINE.
- PILES SHALL BE COATED WITH FUSION BONDED EPOXY IN ACCORDANCE WITH THE SPECIFICATIONS. COATING SHALL EXTEND FROM THE TOP OF THE PILE TO A MINIMUM OF 20' BELOW THE MUDLINE.
- ANY PILE CRACKED, DEFORMED OR OTHERWISE DAMAGED BY PILE DRIVING SHALL BE REPLACED.
- OPEN ENDED INSIDE RING CUTTING SHOES SHALL BE USED FOR ALL DRIVEN PILES.
- CONTRACTOR SHALL PRE-EXCAVATE AS REQUIRED TO REMOVE DEBRIS TO ENSURE ACCURATE PILE LOCATIONS. CONTRACTOR SHALL REDESIGN PILE CAPS TO ACCOMMODATE OUT OF TOLERANCE PILES. DESIGN SHALL BE STAMPED BY A PROFESSIONAL ENGINEER AT NO ADDITIONAL COST TO THE OWNER.

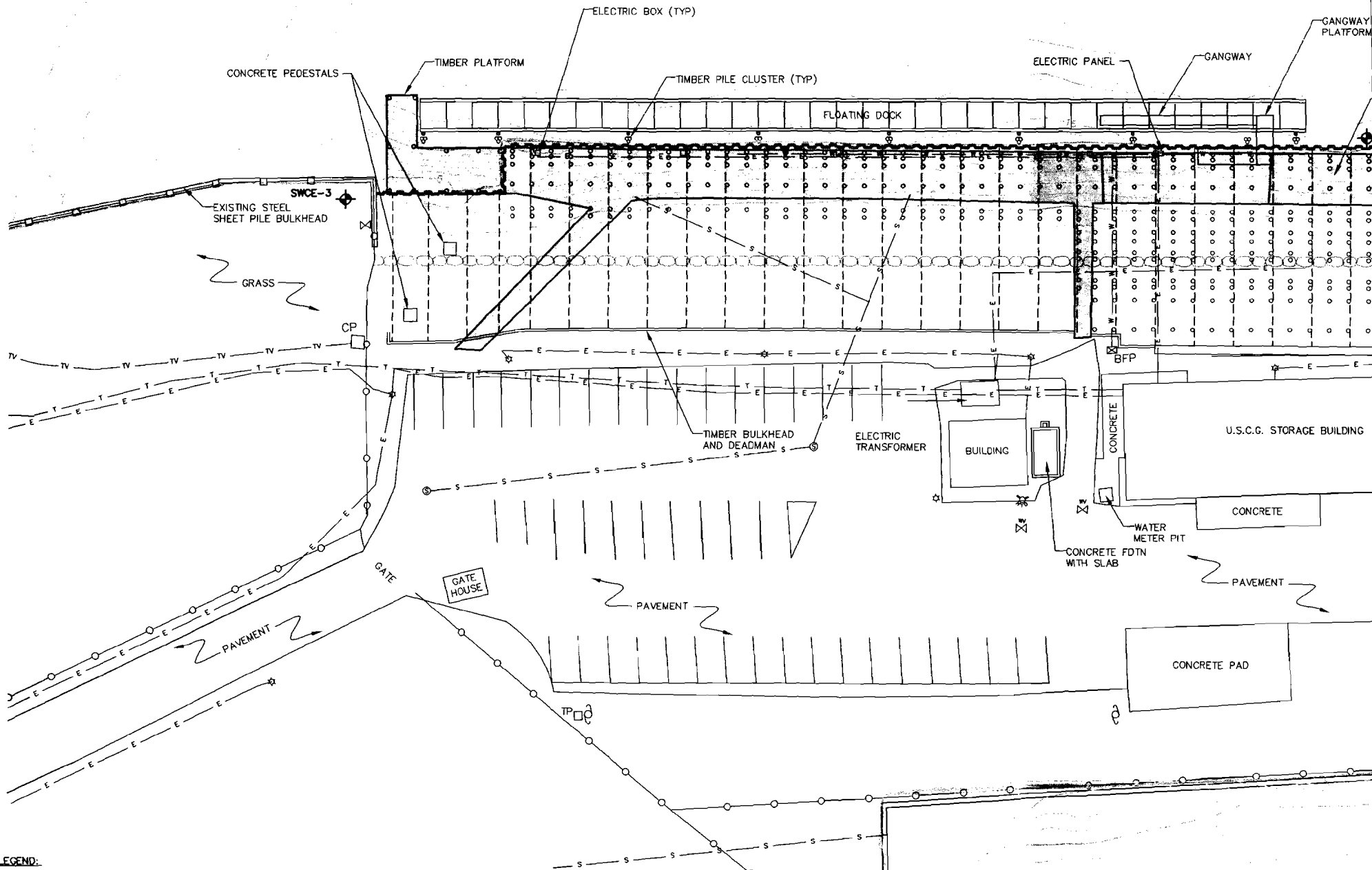
STEEL:

- ALL STRUCTURAL STEEL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE AISC STEEL CONSTRUCTION MANUAL.
- ALL WELDING SHALL BE IN ACCORDANCE WITH THE AWS D1.1 AND D3.6M. ELECTRODES SHALL BE E70XX LOW HYDROGEN IN ACCORDANCE WITH AWS SPECIFICATIONS.
- ALL STRUCTURAL STEEL SHAPES AND PLATES SHALL BE ASTM A572, GRADE 50, OR ASTM A992.
- ALL STRUCTURAL STEEL SHALL BE COATED IN ACCORDANCE WITH THE SPECIFICATIONS.
- ALL HARDWARE SHALL BE HOT-DIP GALVANIZED.

- EXPOSED CONCRETE EDGES SHALL BE FINISHED TO A FINISH SURFACE.
- CONCRETE SHALL BE MOIST CURED AND SHALL BEGIN IMMEDIATELY AFTER FINISHING.
- REINFORCING STEEL AND WIRE MESH SHALL CONFORM TO ASTM A615, GRADE 60 SPECIFICATIONS.
- FOR CAST-IN-PLACE CONCRETE, MAIN ALL REINFORCING STEEL, UNLESS OTHERWISE SPECIFIED.
- ALL REINFORCING SHALL BE FULLY SPICED AND CHAIRS AND BARS.
- SPLICE BOTTOM BARS AT PILES. SPLICES SHALL BE FULLY SPICED.
- ALL HOOKS SHALL BE STANDARD 90 DEGREE.
- CONTRACTOR SHALL SUBMIT DETAILED BAR AND BENDING SCHEDULES TO THE OWNER FOR APPROVAL PRIOR TO DELIVERY OF MATERIALS.
- WHERE "DRILL AND GROUT" IS CALLED FOR, IT SHALL CONFORM TO THOSE LISTED ON TRANSPORTATION'S QUALIFIED PRODUCTS LIST FOR ANCHOR BOLTS OR APPROVED EQUIVALENTS.

WOOD:

- ALL TIMBER CONSTRUCTION SHALL CONFORM TO THE LATEST EDITION OF THE AIA WOOD CONSTRUCTION MANUAL.
- ALL TIMBER MEMBERS SHALL BE TREATED TO RESIST DECAY AND TERMITES. CATEGORY UC4A IN ACCORDANCE WITH THE AIA WOOD CONSTRUCTION MANUAL.

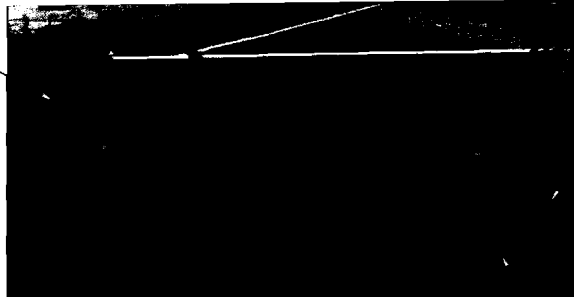


LEGEND:

	EXISTING PIER SUPERSTRUCTURE		EXISTING GUARDRAIL
	EXISTING STEEL SHEETPILE BULKHEAD		EXISTING FENCE LINE
	EXISTING TIE BACK		EXISTING SEWER LINE
	EXISTING PILE		EXISTING ELECTRICAL LINE
	EXISTING WATER VALVE		EXISTING COMMUNICATION LINE
	EXISTING HOULT		

- NOTES:**
1. LOCATION OF EXISTING TIMBER PILES AND TIEBACKS ARE APPROXIMATE.
 2. BATHYMETRIC CONTOURS, IN FEET, ARE BASED ON MLLW DATUM (1960-1978 TIDAL EPOCH). BATHYMETRIC CONTOURS PROVIDED
 3. BY F.M. BECK FROM A SURVEY CONDUCTED IN

EXISTING
TIMBER
DEADMAN



EXISTING ELECTRICAL LINE

EXISTING TIEBACK (TYP)

EXISTING PIER, NORTH END, LOOKING NORTH

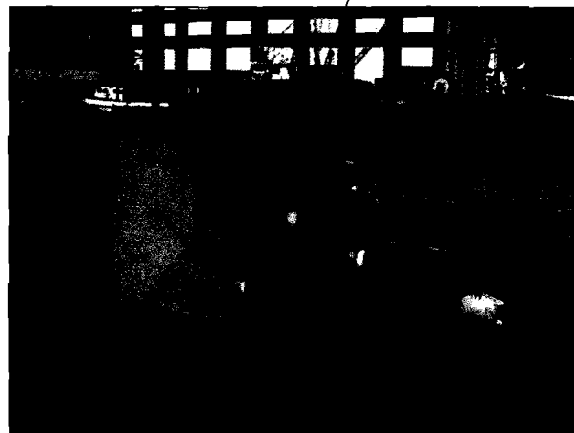
EXISTING TIEBACK



EXISTING
ELECTRICAL LINE

EXISTING PIER, NORTH END, LOOKING EAST

EXISTING ELECTRICAL PANEL



EXISTING PIER, MID-PIER, LOOKING NORTH

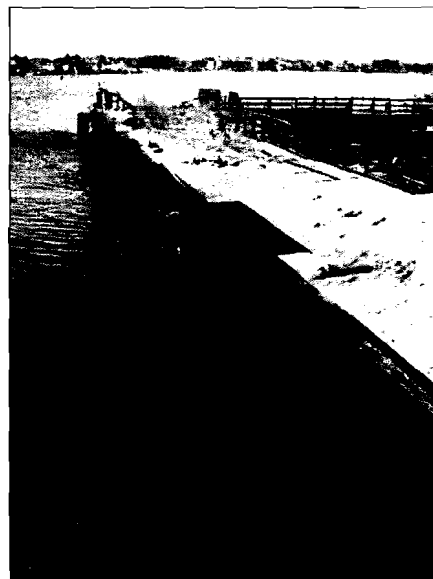
EXISTING STEEL
GUIDE PILE

EXISTING
PILE CLUSTER



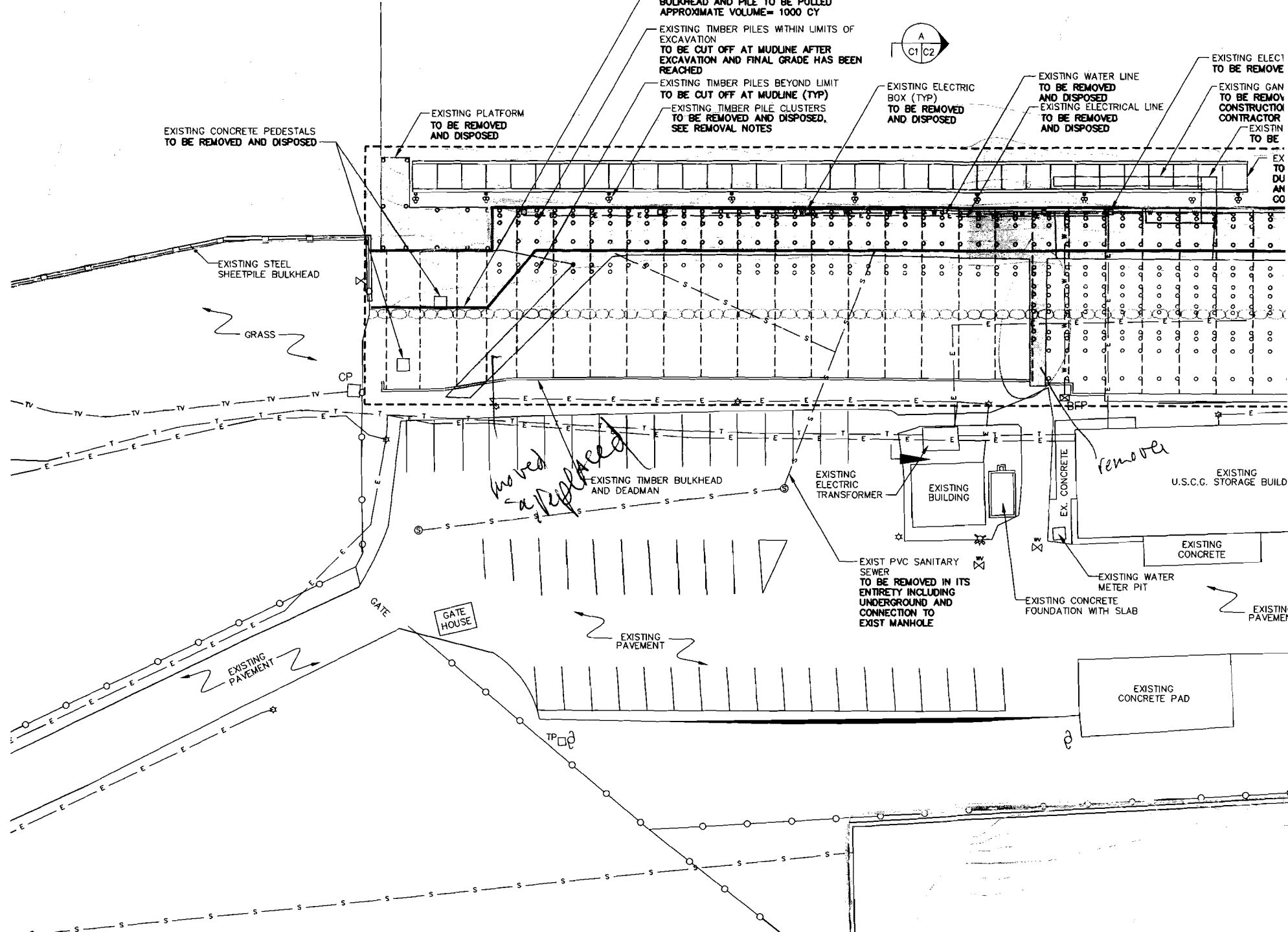
EXISTING
ELECTRICAL LINE

EXISTING PIER, MID-PIER, LOOKING SOUTH



EXISTING TIMBER
DOLPHIN CLUSTER



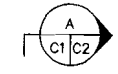


BULKHEAD AND PILE TO BE PULLED
APPROXIMATE VOLUME= 1000 CY

EXISTING TIMBER PILES WITHIN LIMITS OF
EXCAVATION
TO BE CUT OFF AT MUDLINE AFTER
EXCAVATION AND FINAL GRADE HAS BEEN
REACHED

EXISTING TIMBER PILES BEYOND LIMIT
TO BE CUT OFF AT MUDLINE (TYP)

EXISTING TIMBER PILE CLUSTERS
TO BE REMOVED AND DISPOSED,
SEE REMOVAL NOTES



EXISTING ELECTRIC
BOX (TYP)
TO BE REMOVED
AND DISPOSED

EXISTING WATER LINE
TO BE REMOVED
AND DISPOSED

EXISTING ELECTRICAL LINE
TO BE REMOVED
AND DISPOSED

EXISTING ELECT
TO BE REMOVE

EXISTING GAN
TO BE REMO
CONTRACTOR
EXISTIN
TO BE

EXISTING CONCRETE PEDESTALS
TO BE REMOVED AND DISPOSED

EXISTING PLATFORM
TO BE REMOVED
AND DISPOSED

EXISTING STEEL
SHEETPILE BULKHEAD

GRASS

*moved
& replaced*

EXISTING TIMBER BULKHEAD
AND DEADMAN

EXISTING ELECTRIC
TRANSFORMER

EXISTING BUILDING

remove

EXISTING
U.S.C.G. STORAGE BUILD

EXISTING
CONCRETE

EXIST PVC SANITARY
SEWER
TO BE REMOVED IN ITS
ENTIRETY INCLUDING
UNDERGROUND AND
CONNECTION TO
EXIST MANHOLE

EXISTING WATER
METER PIT

EXISTING CONCRETE
FOUNDATION WITH SLAB

EXISTIN
PAVEME

EXISTING PAVEMENT

EXISTING
CONCRETE PAD

LEGEND:

—	EXISTING STEEL SHEETPILE BULKHEAD	— □	EXISTING GUARDRAIL
- - -	EXISTING TIE BACK	— w	EXISTING WATER LINE
o	EXISTING PILE	— s	EXISTING SEWER LINE
⊗	EXISTING WATER VALVE	— e	EXISTING ELECTRICAL LINE
*	EXISTING LIGHT	— t	EXISTING COMMUNICATION LINE

NOTES:

1. LOCATION OF EXISTING TIMBER PILES AND TIEBACKS ARE APPROXIMATE.
2. BATHYMETRIC CONTOURS, IN FEET, ARE BASED ON MLLW DATUM (1960-1978 TIDAL EPOCH).
3. BATHYMETRIC CONTOURS PROVIDED BY F.M. BECK FROM A SURVEY CONDUCTED IN 2002.

REMOVAL NOTES:

1. DO NOT REMOVE THE TIMBER PILE CLUSTERS (12 LOCATIONS) UNTIL THE REPLACEMENT STRUCTURE IS COMPLETELY INSTALLED WITH CRUSHED STONE BACKFILL IN PLACE BETWEEN THE OLD AND NEW BULKHEADS.
2. INTENT IS FOR CONTRACTOR TO REMOVE ALL EXISTING WATERFRONT STRUCTURES WITH THE EXCEPTION OF THE DEADMAN, BULKHEAD, NAV AID DOLPHIN, AND SHORE BOLLARD.
3. REMOVE ALL CONDUIT BETWEEN EXISTING BOLLARD AND

TOP OF DECK EL +13.3'

EXISTING 3 PILE DOLPHIN

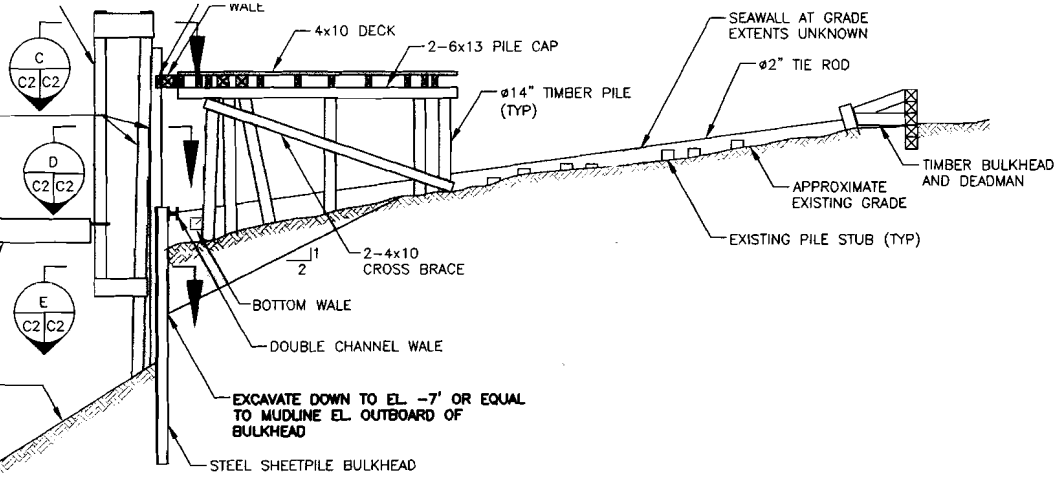
TOP OF BULKHEAD EL +2.0±

MLLW 0.0'

CONCRETE FLOAT
EL -7.0'

ELEVATION VARIES
-3'± TO -21'±

APPROXIMATE
GRADE



TOP OF DECK EL +13.3

3 PILE DOLPHIN

STEEL GUIDE PILE

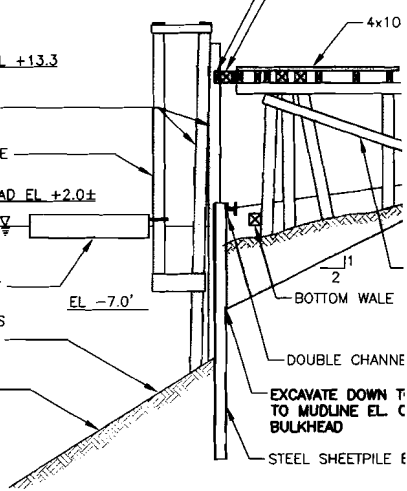
TOP OF BULKHEAD EL +2.0±

MLLW 0.0'

CONCRETE FLOAT
EL -7.0'

ELEVATION VARIES
-3'± TO -21'±

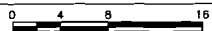
APPROXIMATE
GRADE



A
C1 | C2

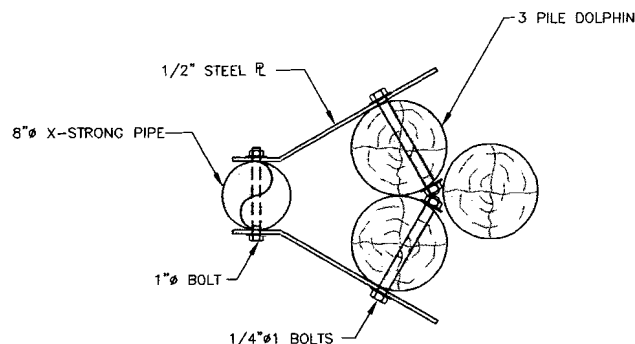
SECTION

1" = 8'-0"



LEGEND:

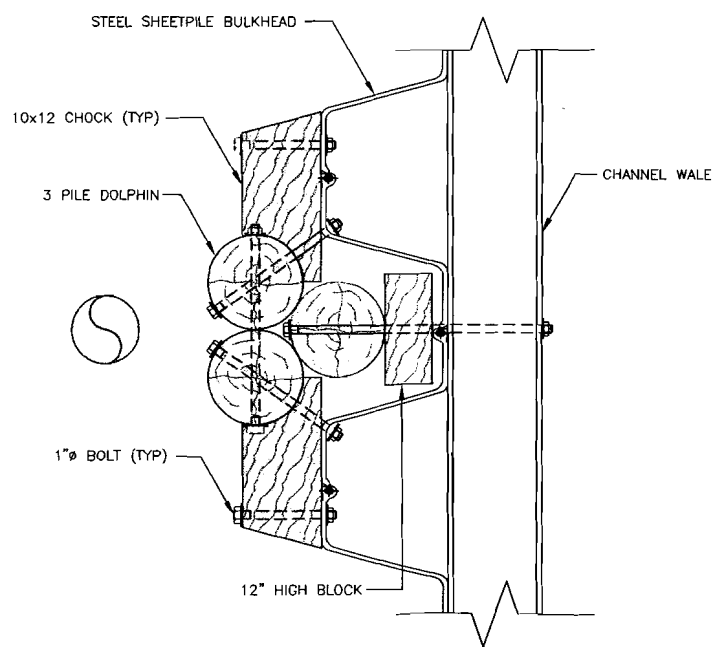
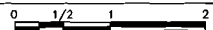
TO BE REMOVED



SECTION GUIDE PILE ASSEMBLY AT EL +17.4'

C
C2 | C2

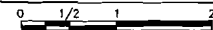
1" = 1'



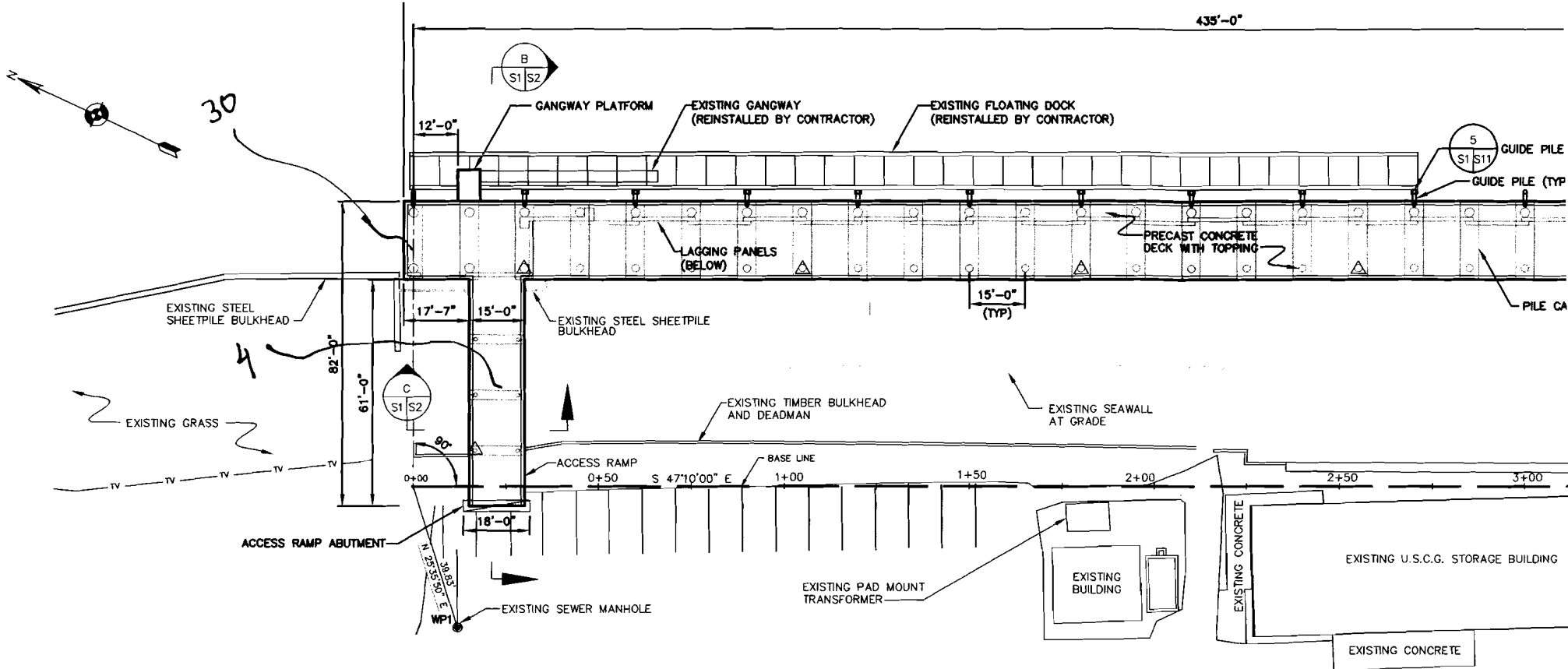
SECTION 3 PILE DOLPHIN AT EL +8.7'

D
C2 | C2

1" = 1'



E
C2 | C2



LEGEND:

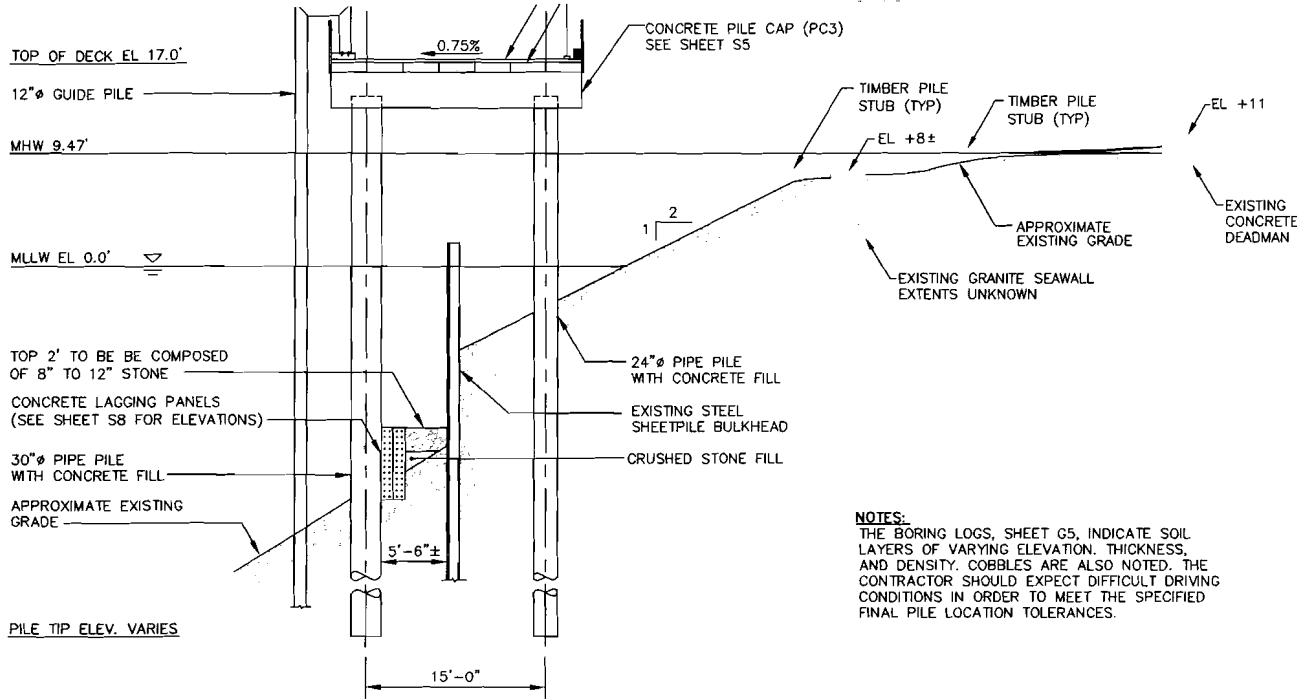
- CONCRETE LAGGING
- EXISTING STEEL SHEETPILE BULKHEAD
- EXISTING SEAWALL AT GRADE (EL +8±)
- WP1** WORKING POINT
- LUMINAIRE POLE

NOTES:

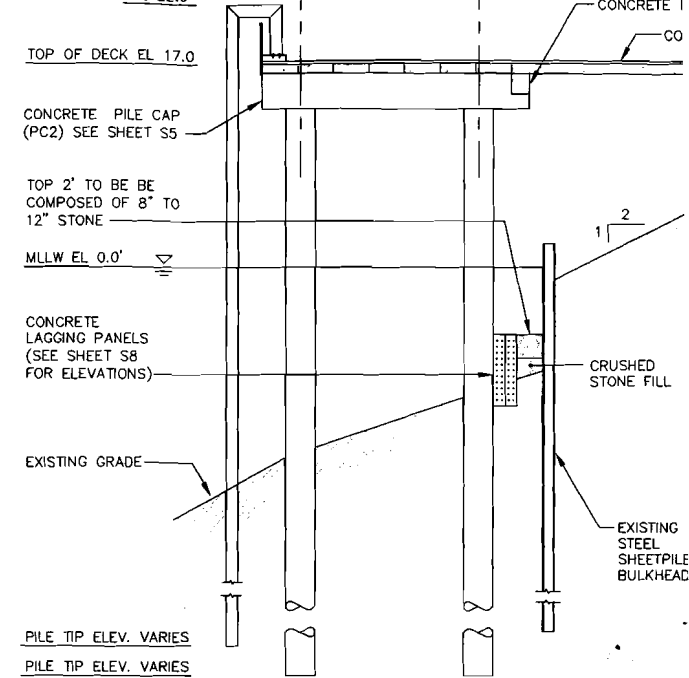
1. SEE SHEET G5 FOR BORING LOGS
2. SEE SHEET G3 FOR BATHYMETRY
3. WORKING POINT 1 (WP1) IS LOCATED AT THE CENTER OF THE SEWER MANHOLE COVER AT THE NORTHERN END OF THE PARKING LOT.
4. WORKING POINT 2 (WP2) IS LOCATED ON THE NORTHEAST CORNER OF THE CONCRETE BOLLARD FOUNDATION LOCATED NEAR THE QUAYWALL AT THE SOUTHERN END OF THE SITE.
5. HANDRAIL AND CURB CONTINUOUS AROUND PERIMETER OF PIER AND ACCESS RAMP.
6. SEE SHEET M1 FOR MECHANICAL UTILITIES.
7. SEE SHEET E2 FOR ELECTRICAL UTILITIES.

PLAN



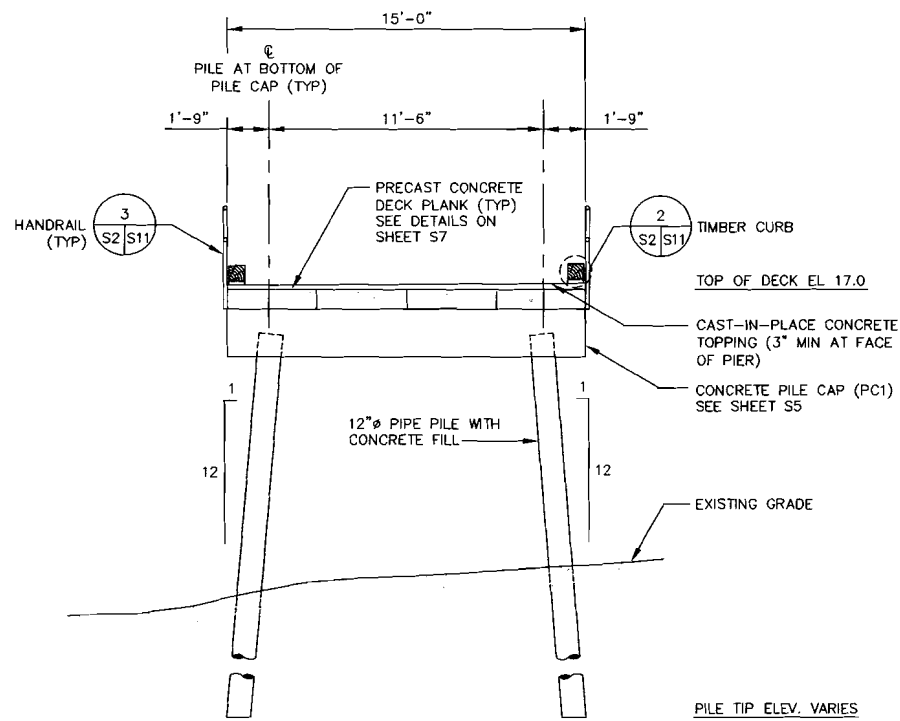


A PIER SECTION
 S1 | S2 1" = 8'-0"
 0 4 8 16

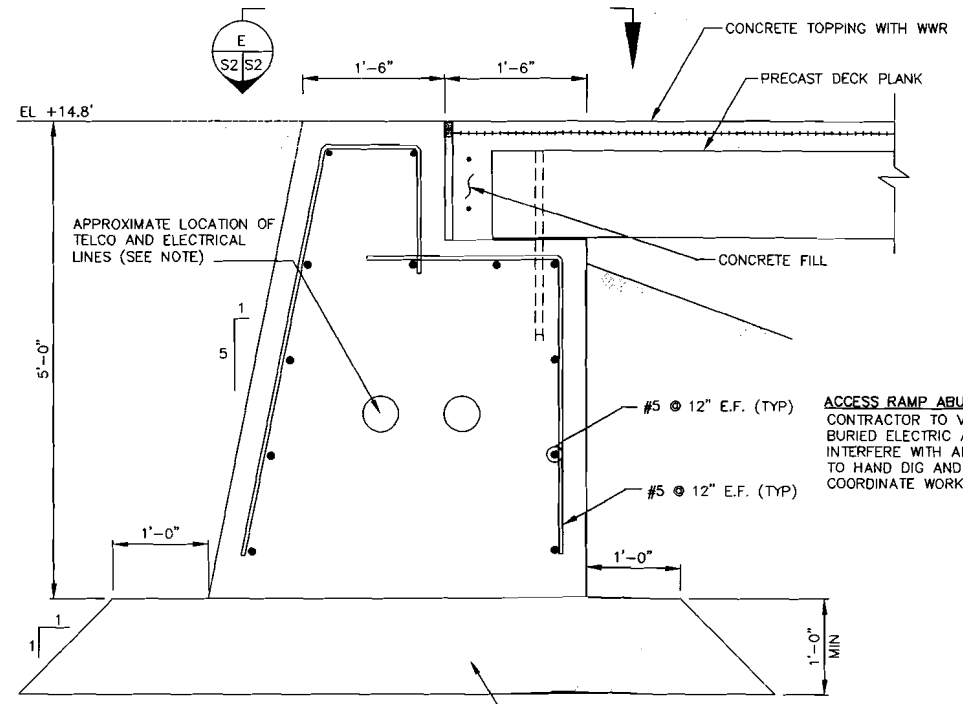


B ACC
 S1 | S2 1" = 8'-0"

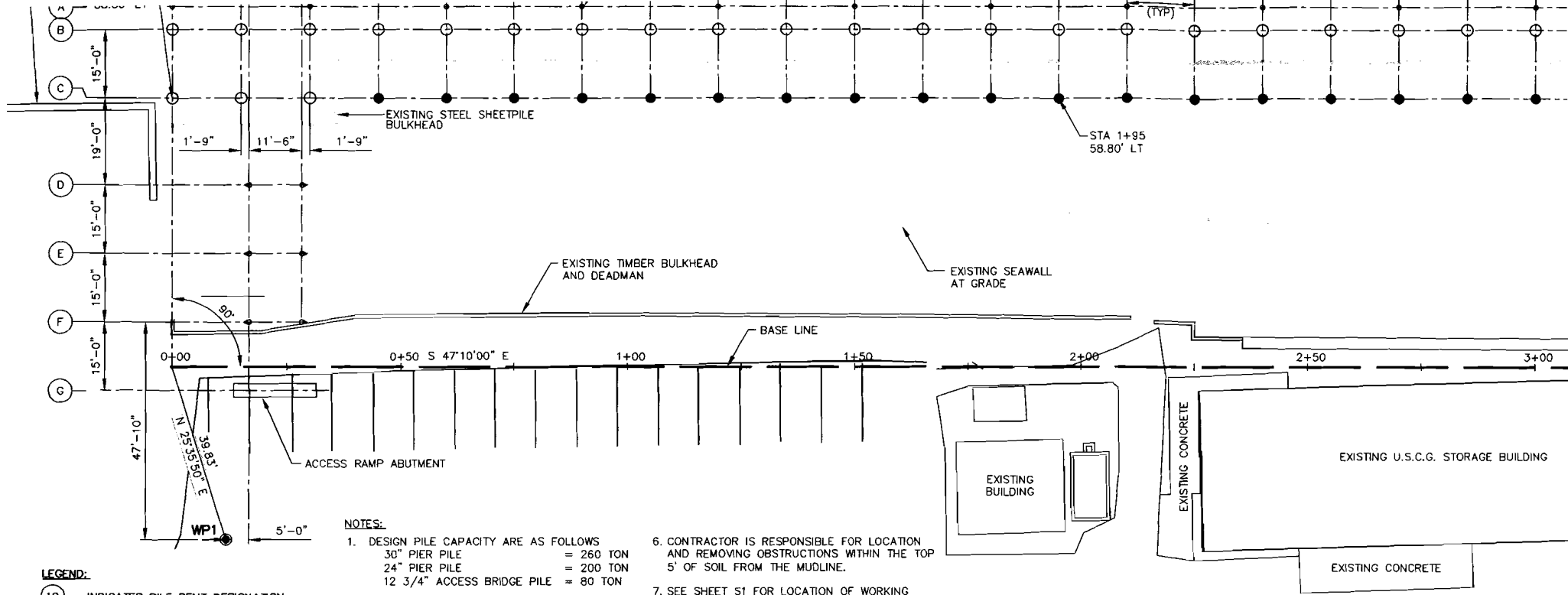
NOTES:
 THE BORING LOGS, SHEET G5, INDICATE SOIL LAYERS OF VARYING ELEVATION, THICKNESS, AND DENSITY. COBBLES ARE ALSO NOTED. THE CONTRACTOR SHOULD EXPECT DIFFICULT DRIVING CONDITIONS IN ORDER TO MEET THE SPECIFIED FINAL PILE LOCATION TOLERANCES.



PILE TIP ELEV. VARIES



ACCESS RAMP ABUTMENT NOTE:
 CONTRACTOR TO VERIFY LOCATIONS OF BURIED ELECTRIC AND TELCO LINES TO INTERFERE WITH ABUTMENT WORK. TO HAND DIG AND PROVIDE A COORDINATE WORK WITH LOCAL

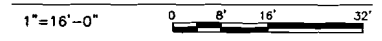


NOTES:

- DESIGN PILE CAPACITY ARE AS FOLLOWS
 30" PIER PILE = 260 TON
 24" PIER PILE = 200 TON
 12 3/4" ACCESS BRIDGE PILE = 80 TON
- CONTRACTOR IS RESPONSIBLE FOR LOCATION AND REMOVING OBSTRUCTIONS WITHIN THE TOP 5' OF SOIL FROM THE MUDLINE.
- SEE SHEET G5 FOR BORING LOGS.
- SEE SHEET G3 FOR BATHYMETRY.
- ACCESS BRIDGE AND PIER SUPPORT PILES SHALL BE DRIVEN TO REFUSAL ON BEDROCK, AS INDICATED ON THE PLANS, AND AS DIRECTED BY THE ENGINEER. REFUSAL IS DEFINED AS LESS THAN 1/2" OF PENETRATION FOR 10 OR MORE BLOWS WITH AN APPROVED HAMMER SYSTEM OPERATING AT NOT LESS THAN 80 PERCENT OF ITS MAXIMUM RATED ENERGY. DRIVING SHALL THEN CEASE PROVIDED THE PILE HAS BEEN DRIVEN TO THE DEPTH AT WHICH THE BORINGS INDICATE BEDROCK.
- SEE SHEET S1 FOR LOCATION OF WORKING POINTS (WP'S).

- LEGEND:**
- (10) INDICATES PILE BENT DESIGNATION
 - (A) INDICATES PILE ROW DESIGNATION
 - 12 3/4" GUIDE PIPE
 - 12 3/4" ACCESS RAMP PILES
 - 30" PIER AND BULKHEAD SUPPORT PILES
 - 24" PIER AND BULKHEAD SUPPORT PILES
 - EXISTING STEEL SHEETPILE BULKHEAD
 - EXISTING SEAWALL AT GRADE (EL +8±)
 - WP1 WORKING POINT

PILE PLAN



12 3/4"x0.5 STEEL PIPE PILE SCHEDULE (1:12 BATTER)

PILE BENT	PILE ROW	ANTICIPATED PILE TIP ELEVATION	PILE CUT-OFF ELEVATION	CUT-OFF ALLOWANCE	OVER-DEPTH ALLOWANCE	TOTAL ESTIMATED PILE LENGTH FOR BIDDING PURPOSES
3	D	-95'	+15.0'	5'	5'	120'
4	D	-95'	+15.0'	5'	5'	120'
3	E	-95'	+15.0'	5'	5'	120'
4	E	-95'	+15.0'	5'	5'	120'
3	F	-95'	+15.0'	5'	5'	120'
4	F	-95'	+15.0'	5'	5'	120'

ELEVATIONS AND PILE LENGTHS IN FEET

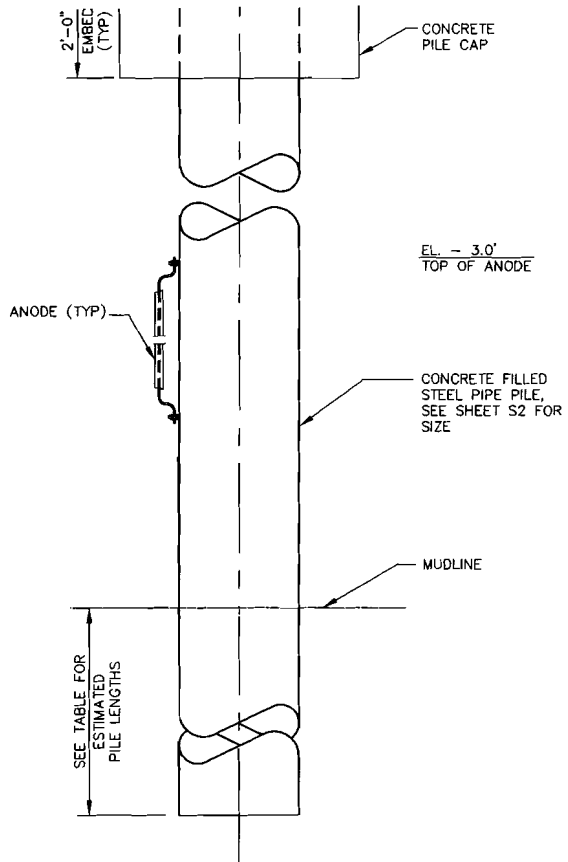
12 3/4"x0.5 STEEL GUIDE PILE SCHEDULE

PILE BENT	PILE ROW	ANTICIPATED PILE TIP ELEVATION	PILE CUT-OFF ELEVATION	CUT-OFF ALLOWANCE	OVER-DEPTH ALLOWANCE	TOTAL ESTIMATED PILE LENGTH FOR BIDDING PURPOSES
1	A	-52.5'	+22.5'	5'	5'	85'
5	A	-52.5'	+22.5'	5'	5'	85'
7	A	-52.5'	+22.5'	5'	5'	85'
9	A	-52.5'	+22.5'	5'	5'	85'
11	A	-52.5'	+22.5'	5'	5'	85'
13	A	-52.5'	+22.5'	5'	5'	85'
15	A	-52.5'	+22.5'	5'	5'	85'
17	A	-52.5'	+22.5'	5'	5'	85'

30"Ø x 0.5" WALL STEEL PIPE PILE SCHEDULE

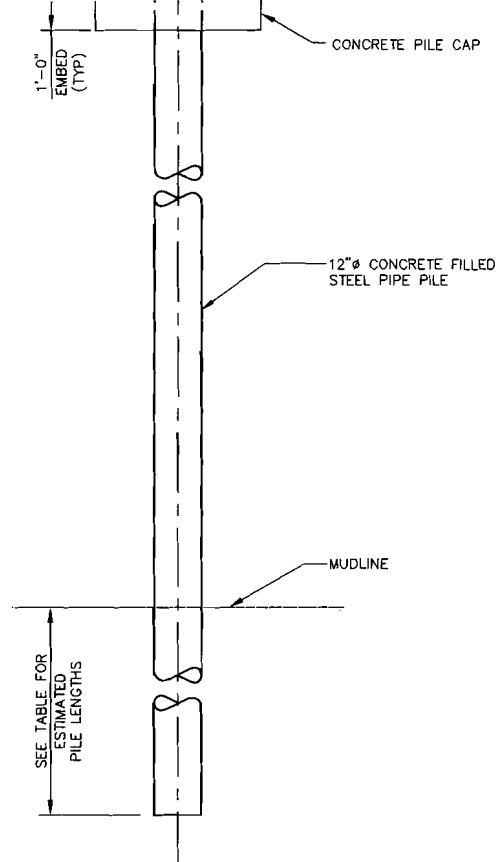
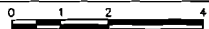
PILE BENT	PILE ROW	ANTICIPATED PILE TIP ELEVATION	PILE CUT-OFF ELEVATION	CUT-OFF ALLOWANCE	OVER-DEPTH ALLOWANCE	TOTAL ESTIMATED PILE LENGTH FOR BIDDING PURPOSES
1	B	-95'	+14.9'	5'	10'	125'
2	B	-95'	+14.9'	5'	10'	125'
5	B	-95'	+14.9'	5'	10'	125'
6	B	-95'	+14.9'	5'	10'	125'
7	B	-90'	+14.9'	5'	10'	120'
8	B	-89'	+14.9'	5'	10'	119'
9	B	-87'	+14.9'	5'	10'	117'
10	B	-86'	+14.9'	5'	10'	116'
11	B	-85'	+14.9'	5'	10'	115'
12	B	-84'	+14.9'	5'	10'	114'
13	B	-83'	+14.9'	5'	10'	113'
14	B	-82'	+14.9'	5'	10'	112'
15	B	-81'	+14.9'	5'	10'	111'
16	B	-80'	+14.9'	5'	10'	110'
17	B	-78'	+14.9'	5'	10'	108'
18	B	-77'	+14.9'	5'	10'	107'
19	B	-76'	+14.9'	5'	10'	106'
20	B	-75'	+14.9'	5'	10'	105'
21	B	-74'	+14.9'	5'	10'	104'
22	B	-73'	+14.9'	5'	10'	103'
23	B	-73'	+14.9'	5'	10'	103'
24	B	-74'	+14.9'	5'	10'	104'
25	B	-74'	+14.9'	5'	10'	104'
26	B	-74'	+14.9'	5'	10'	104'
27	B	-75'	+14.9'	5'	10'	105'
28	B	-75'	+14.9'	5'	10'	105'
29	B	-75'	+14.9'	5'	10'	105'

PILE BENT
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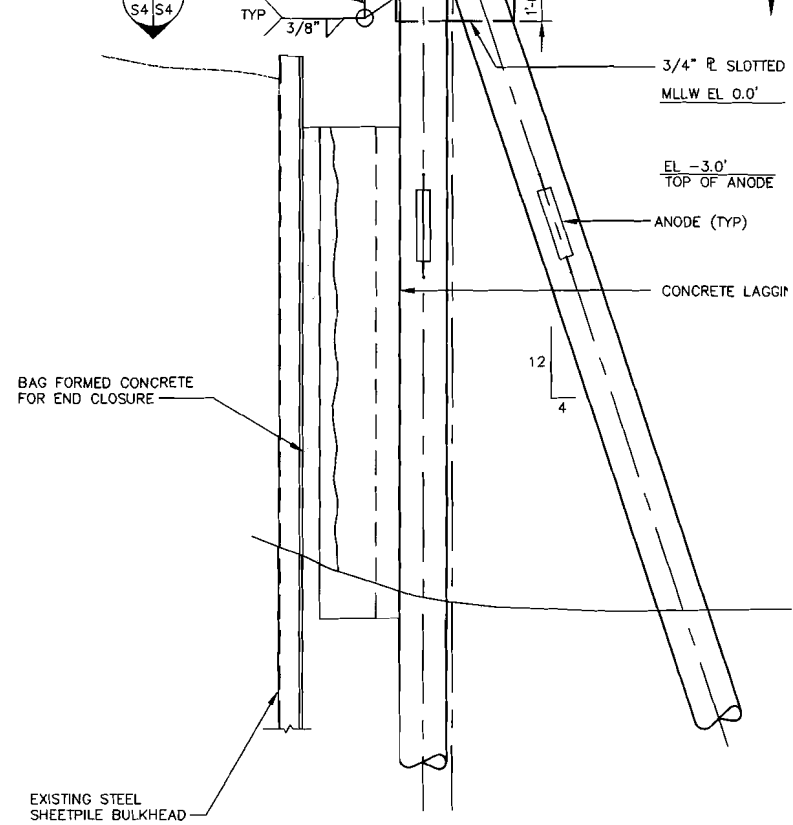
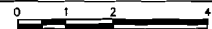
PIER SUPPORT PILE

1" = 2'



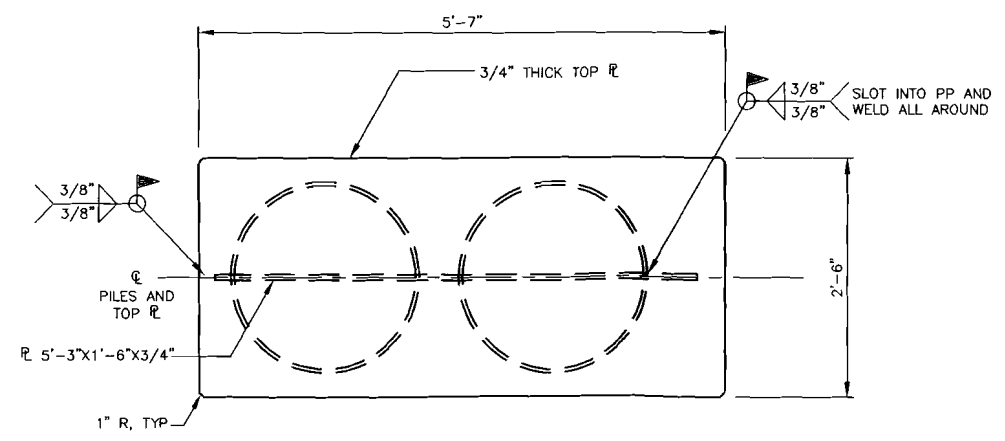
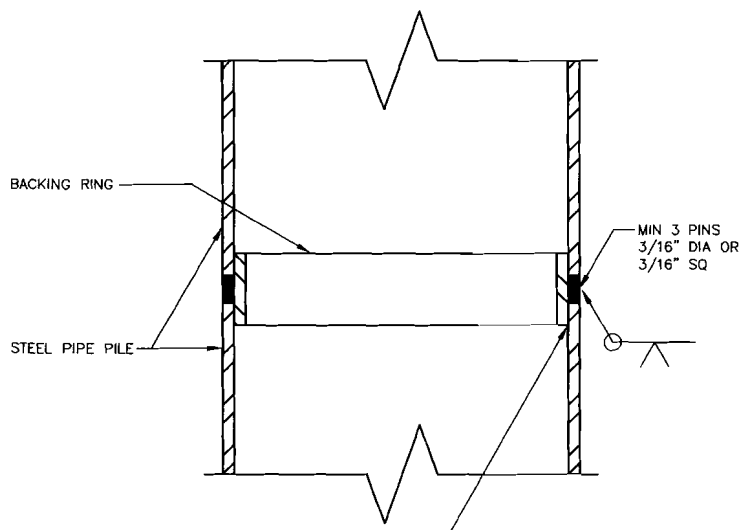
ACCESS BRIDGE SUPPORT PILE

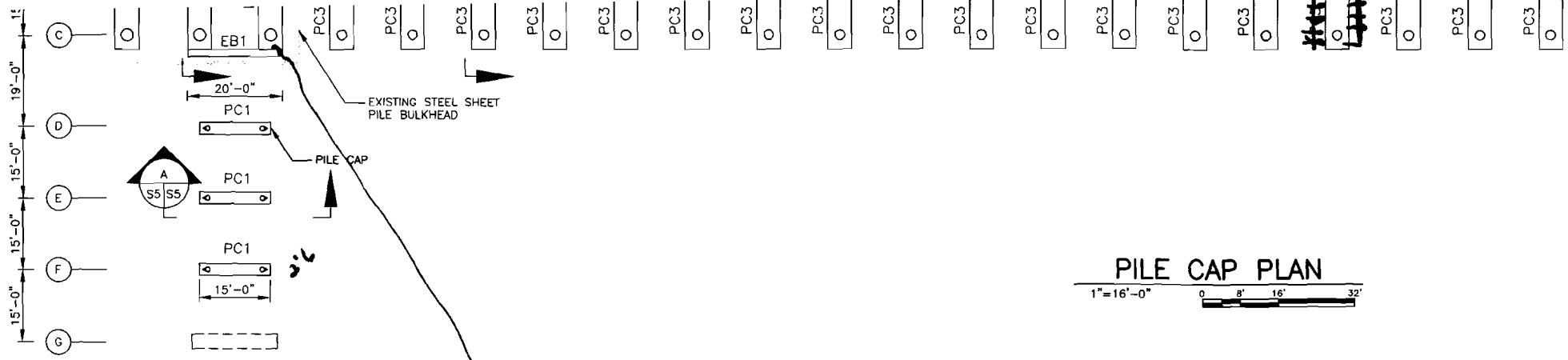
1" = 2'



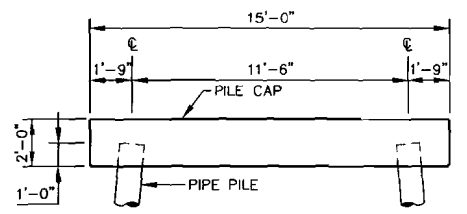
PIER ELEVATION

1" = 4'-0"

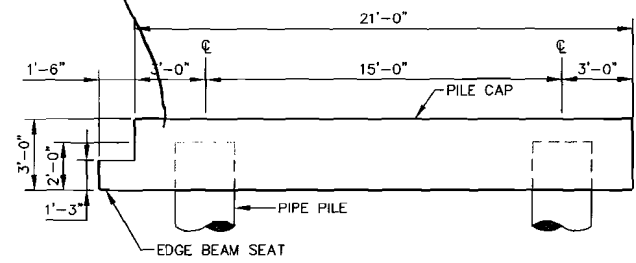




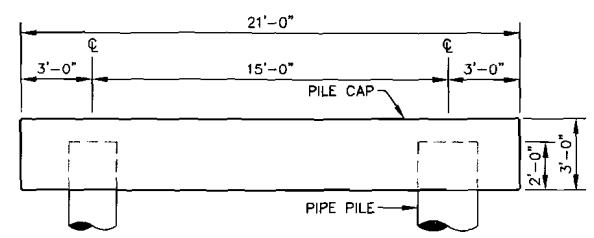
PILE CAP PLAN
 1" = 16'-0"



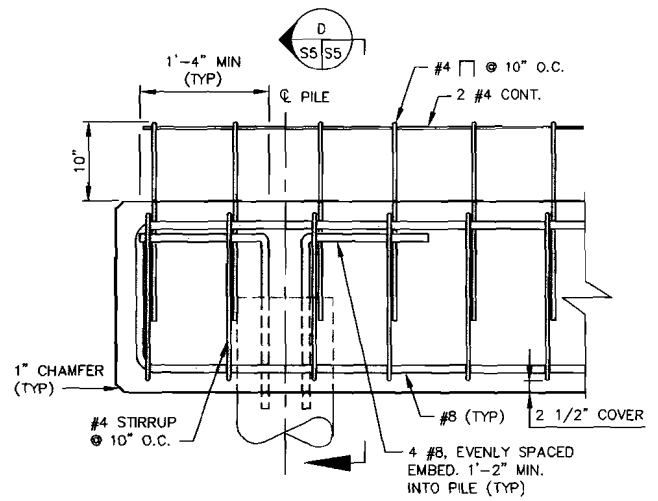
ELEVATION A
 S5/S5 1/4" = 1'-0"



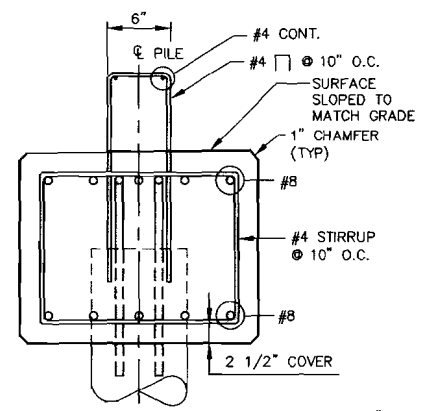
ELEVATION B
 S5/S5 1/4" = 1'-0"



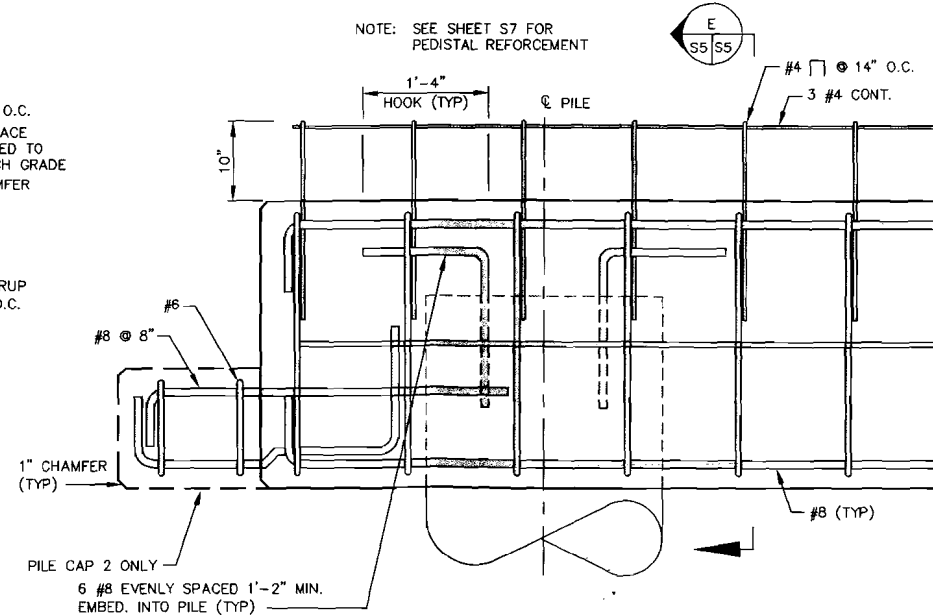
ELEVATION C
 S5/S5 1/4" = 1'-0"



PARTIAL ELEVATION PILE CAP 1 (PC1)
 1" = 1'-0"

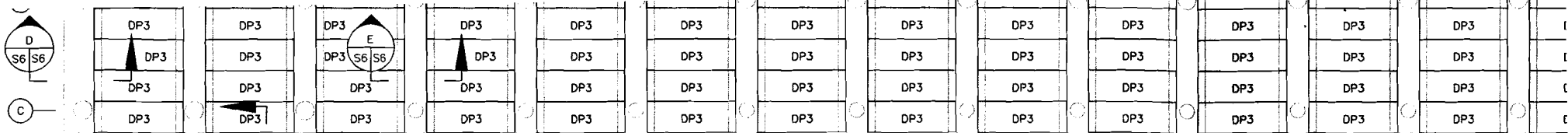


SECTION D
 S5/S5 1" = 1'-0"



PARTIAL ELEVATION PILE CAP 2 & 3 (PC2 & PC3)

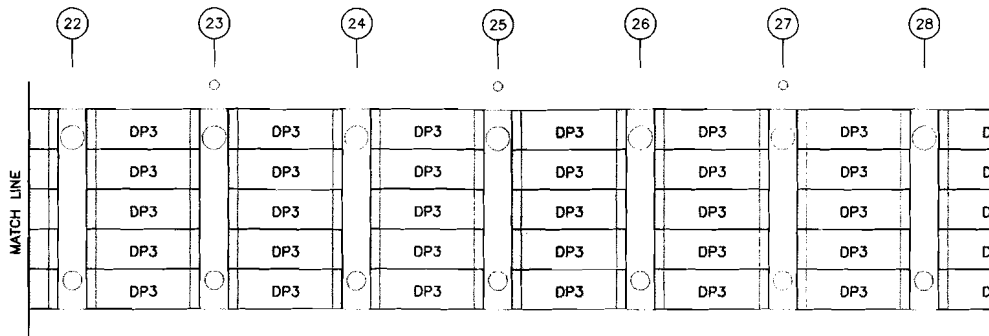
5 Supporting Documents Drawings 5069A-S05.dwg Date Plotted: Nov 04, 2009 - 1:56pm Plotted by: SBARATI



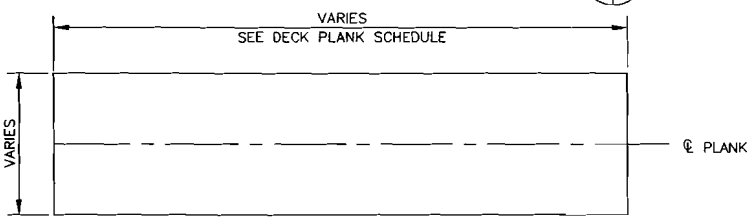
LEGEND:
 (10) INDICATES PILE BENT DESIGNATION
 (A) INDICATES PILE ROW DESIGNATION

DECK PLANK SCHEDULE

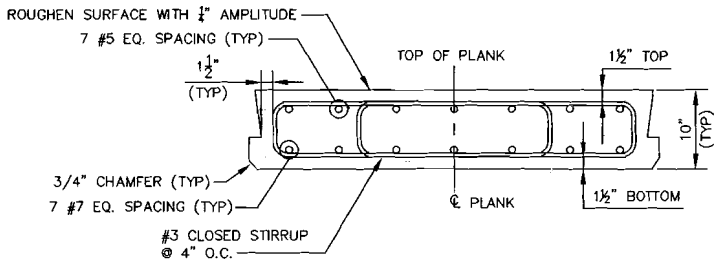
DECK PLANK	QUANTITY	LENGTH	WIDTH
DP1	12	14'-0"	3'-9"
DP2	4	15'-0"	3'-9"
DP3	145	12'-0"	4'-2 3/8"



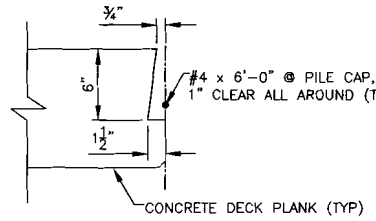
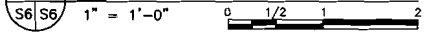
- GENERAL NOTES FOR CONCRETE**
- CAST-IN-PLACE CONCRETE WITH MINIMUM OVERLAY THICKNESS TO PREVENT SHRINKAGE CRACKING.
 - SEQUENCE CASTING OF CONCRETE TO PREVENT SHRINKAGE CRACKING.
 - CONTRACTOR SHALL LOCK UP JOINTS IN TOPPING MIDWAY BETWEEN JOINTS. JOINTS SHALL BE KEPT TO A MINIMUM TO PREVIOUS ADJACENT TO PREVIOUS JOINTS. CONTINUOUS AT JOINT.
 - SEE DRAWINGS E2 AND E3 FOR MORE DETAILS.



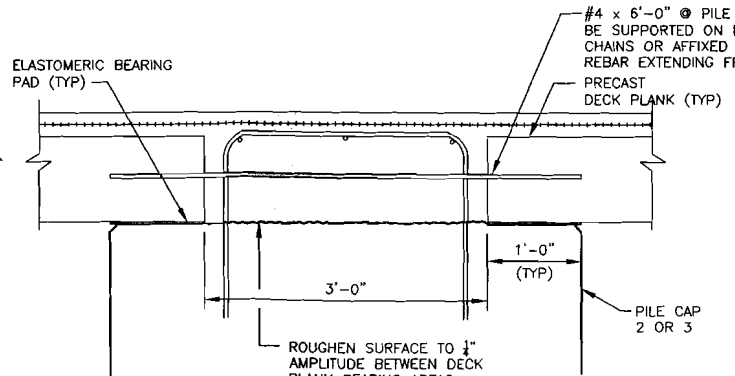
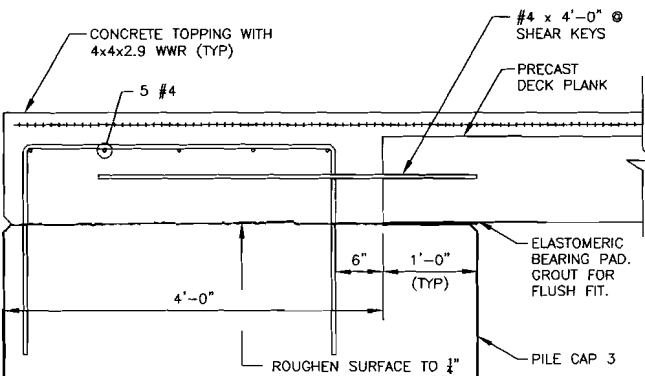
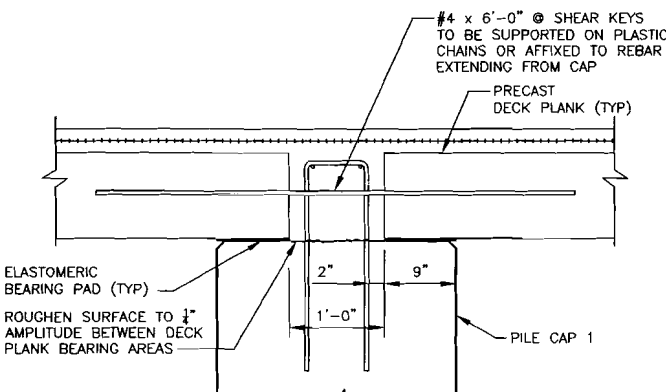
DECK PLANK PLAN



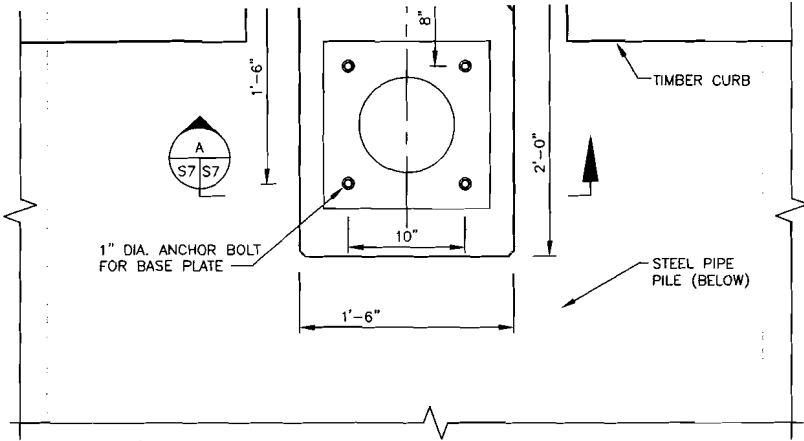
SECTION



DETAIL SHEAR KEY



Supporting documents \prowings\subsec-300.dwg Date Modified: rev. 04/24/2014 1:30pm Modified by: sbkxv11

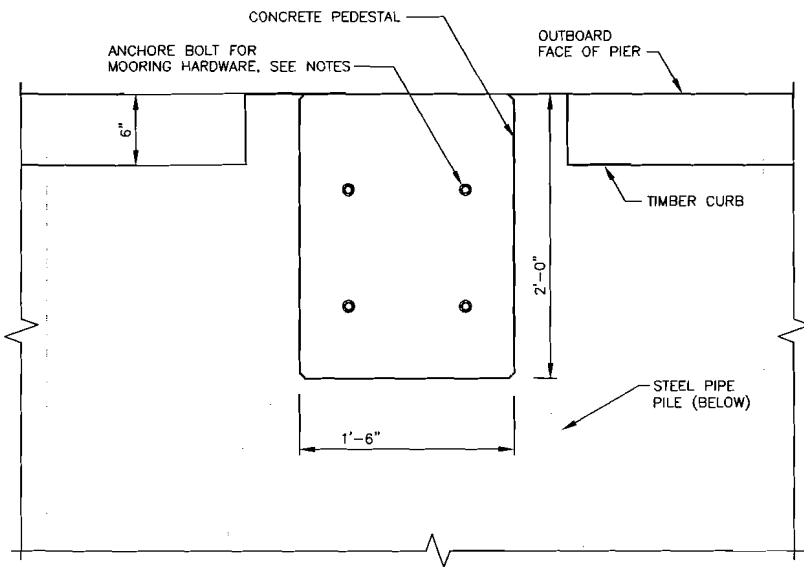


NOTE:

- GUIDE PILE MOUNTING BOLTS TO BE INSTALLED AT BENT:
1, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29, AND 31.

PLAN PEDESTAL FOR GUIDE PILE POST

1-1/2" = 1'-0"

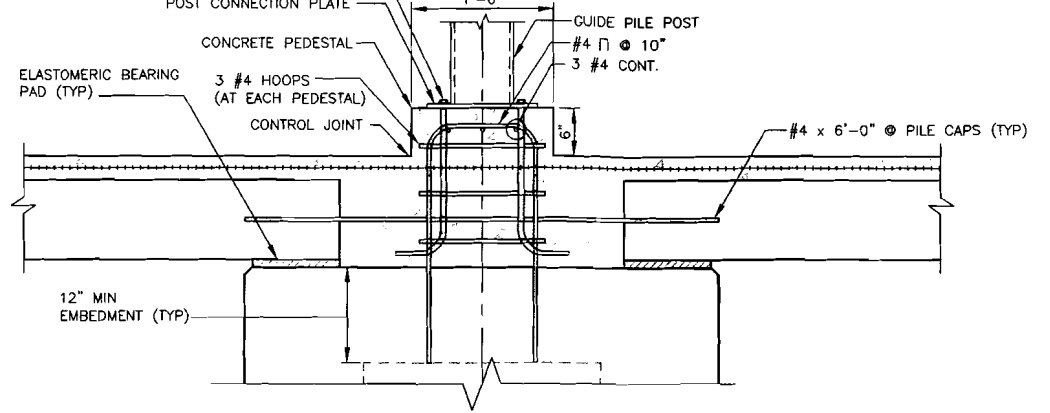


NOTES:

- ANCHOR BOLT BOLT SIZE AND PATTERN TO BE CONFIRMED BY USCG.
- MOORING HARDWARE MOUNTING BOLTS TO BE INSTALLED AT BENT:
6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, AND 32.
- PURCHASE AND INSTALLATION OF MOORING HARDWARE IS NOT INCLUDED IN THIS PROJECT.

PLAN PC3 PEDESTAL FOR MOORING HARDWARE

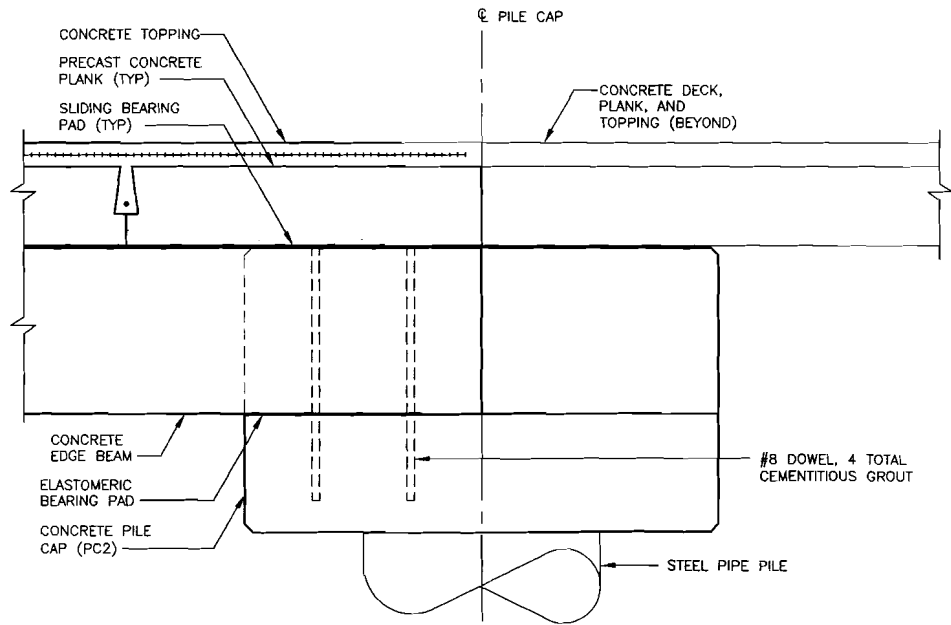
1-1/2" = 1'-0"



NOTE:
NO PEDISTAL AT BENT 2, GANGWAY PLATFORM LOCATION.

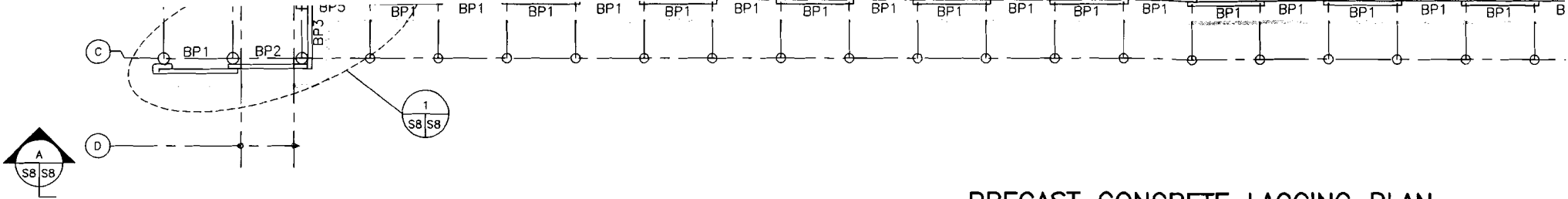
SECTION SECTION A

1" = 1'-0"



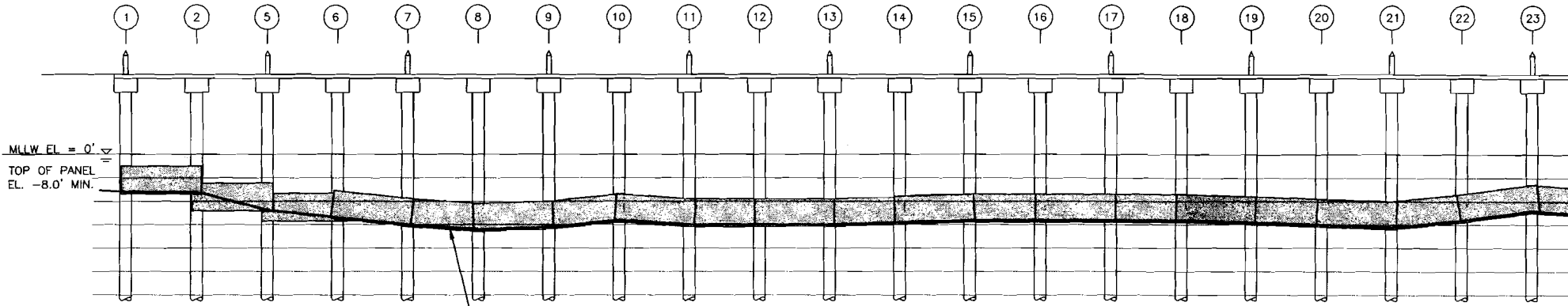
SECTION SECTION B

1" = 1'



PRECAST CONCRETE LAGGING PLAN

1"=16'-0" 0 8' 16' 32'

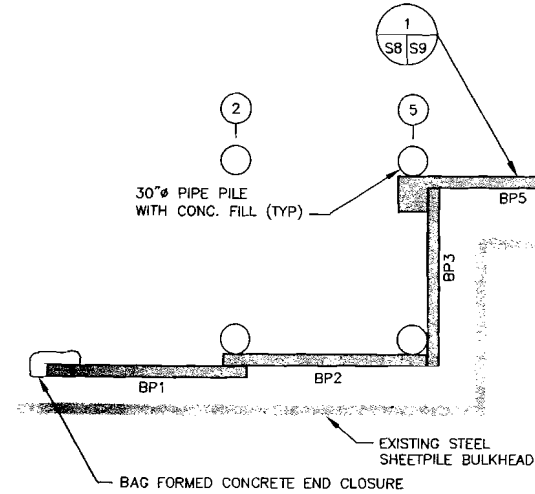
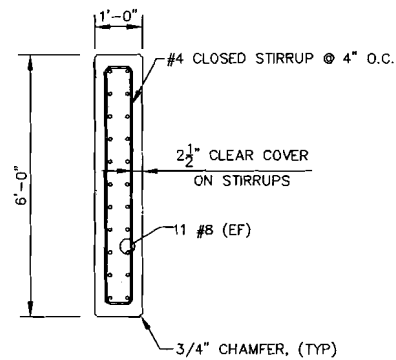
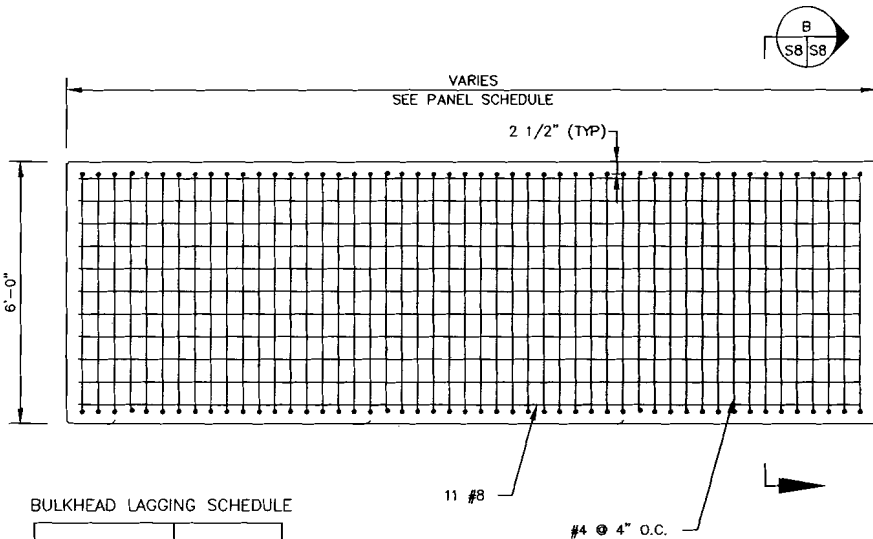


ESTIMATED LOCATION OF EXISTING RIVER BOTTOM

ELEVATION

1"=16'-0" 0 8' 16' 32'

NOTES:



BULKHEAD LAGGING SCHEDULE

BULKHEAD PANEL	LENGTH*
BP1	17'-0"
BP2	17'-3"
BP3	15'-0"

DETAIL PRECAST CONCRETE LAGGING

1" = 2'-0" 0 1 2 4

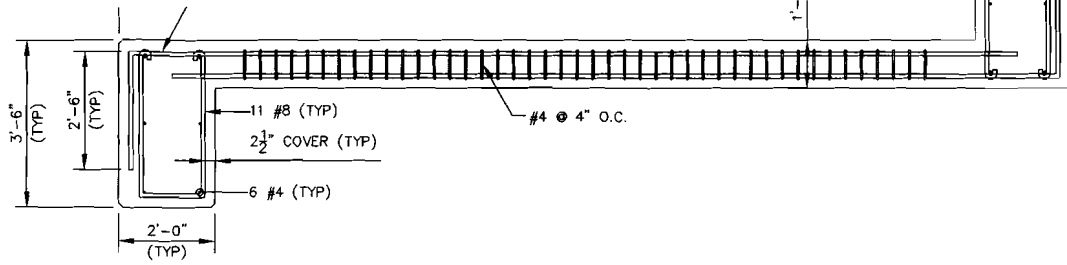
SECTION

1" = 2'-0" 0 1 2 4

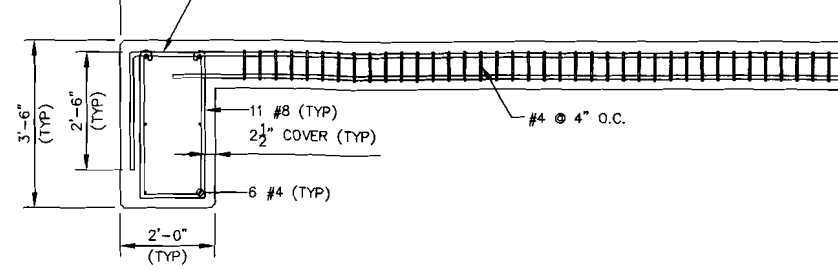
PARTIAL PLAN

1"=16'-0" 0 8' 16'

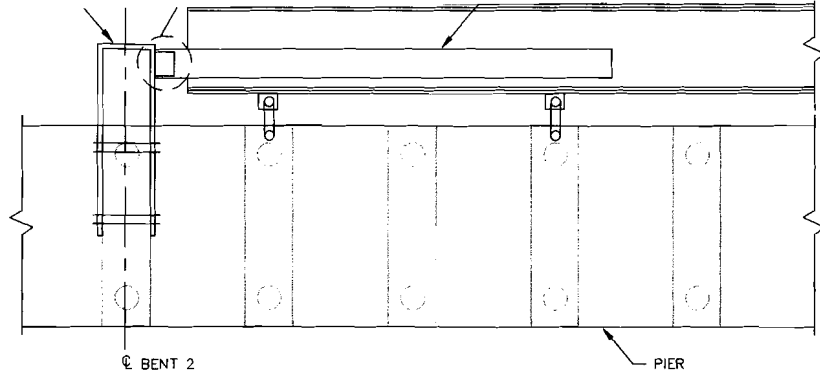
LAGGING NOTES:
1. PANELS SHALL BE INSTALLED PER PLAN



1 CONCRETE LAGGING BP5
 1" = 2'-0" 0 1 2 4

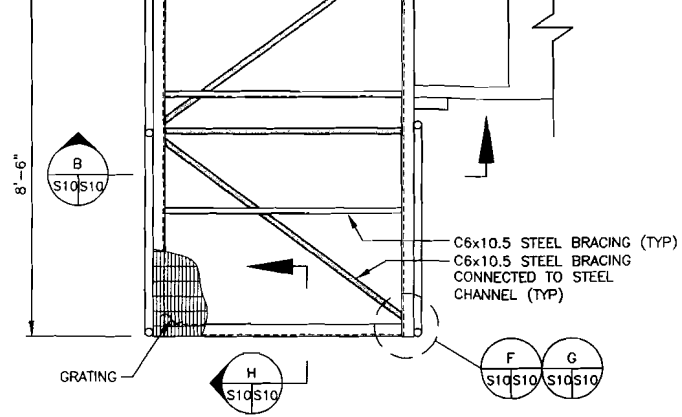


2 CONCRETE LAGGING BP6
 1" = 2'-0" 0 1 2 4



**PARTIAL PLAN
GANGWAY PLATFORM**

1" = 10'-0" 0 5 10 20

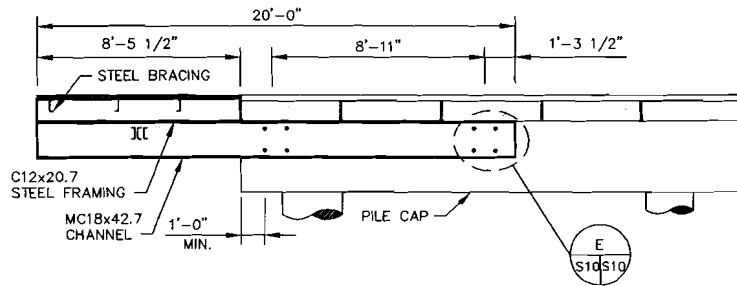


PLATFORM PLAN

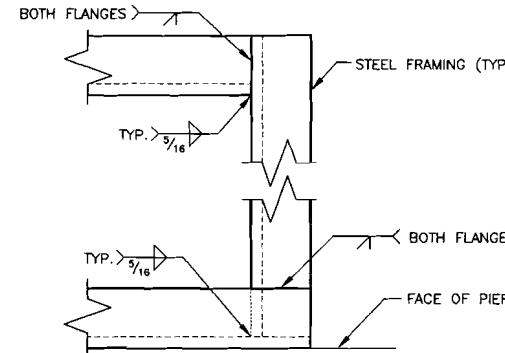
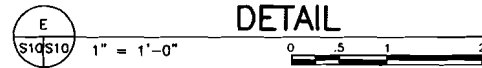
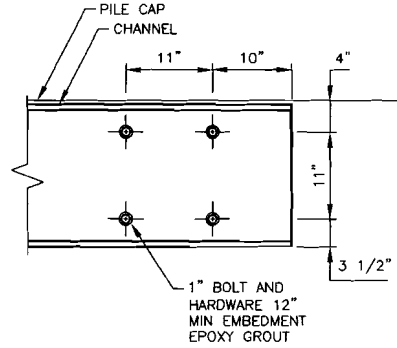
1/2" = 1'-0" 0 1/4 1/2 1

NOTE:
1. SHADED BRACING MEMBERS FRAME INTO
MC18x42.7 CHANNELS ON LOWER LEVEL.

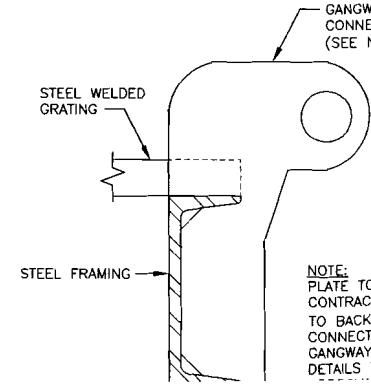
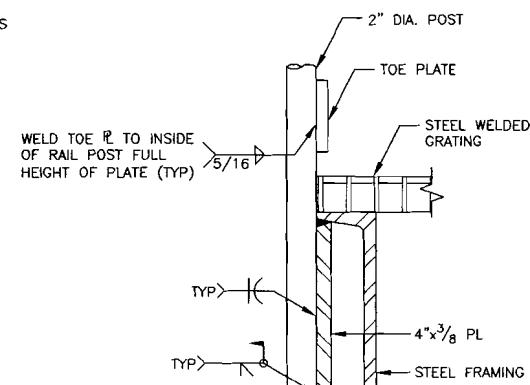
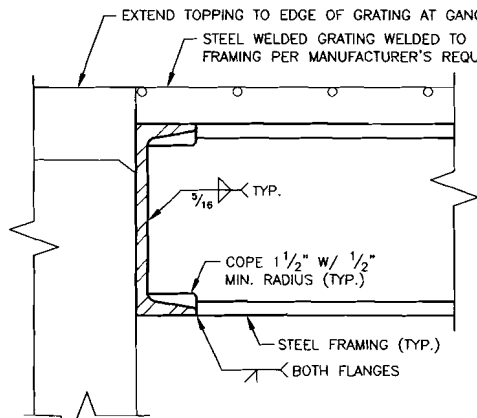
C12x20.7 STEEL
FRAMING (TYP)-
I
S10S10
C6x10.5 STEEL
BRACING (TYP)-
MC18x42.7 STEEL
CHANNEL (TYP)



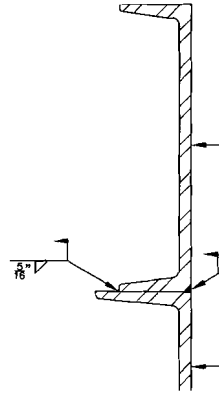
NOTE: HANDRAIL NOT SHOWN FOR CLARITY



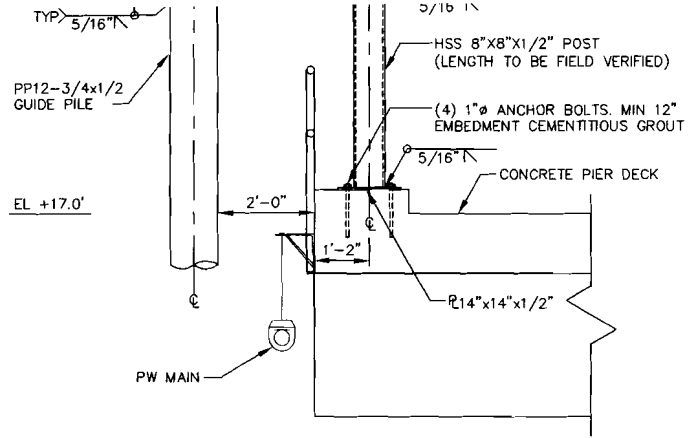
NOTE:
HANDRAIL AND BRACING
NOT SHOWN FOR CLARITY



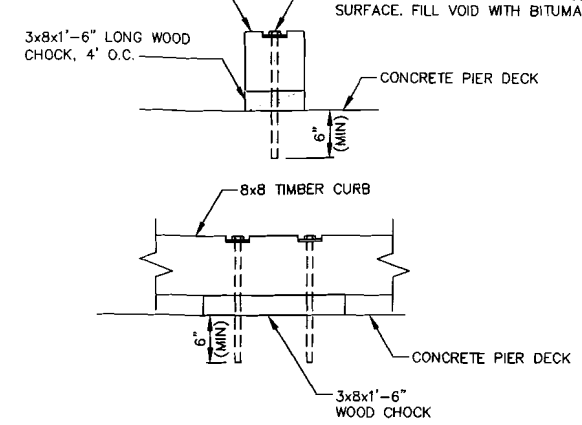
NOTE:
PLATE TO BE DESIGNED BY
CONTRACTOR TO SUPPORT A BACK
TO BACK 3/4\"/>



NOTE:
1.

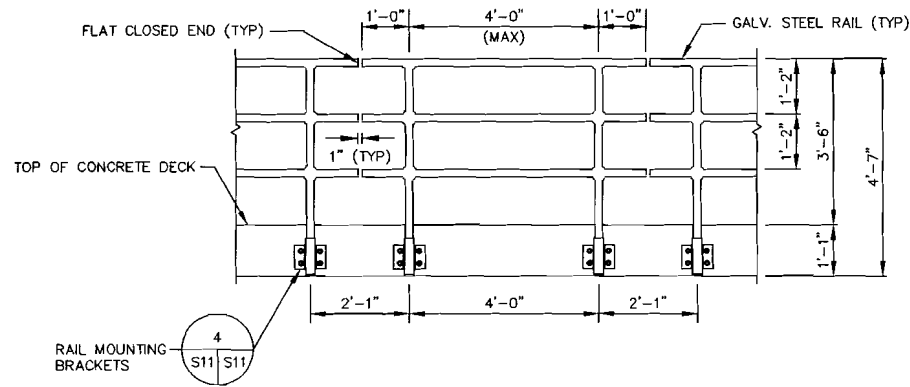


1
TOP DETAIL
GUIDE PILE CONNECTION
1"=2'-0" 0 1 2 4

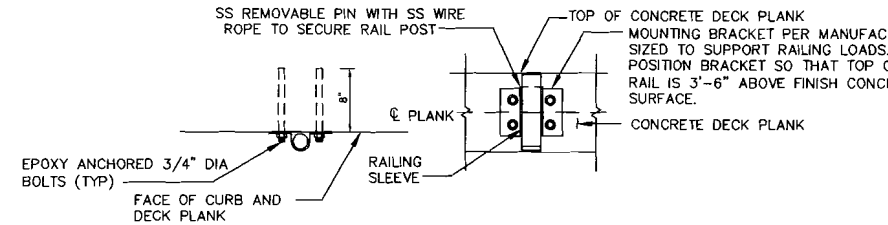


2
SECTION
TIMBER CURB
1"=1'-0" 0 1/2 1 2

NOTES:
1. ALL BOLT SHALL HAVE DISTANCE
2. SEE WOOD



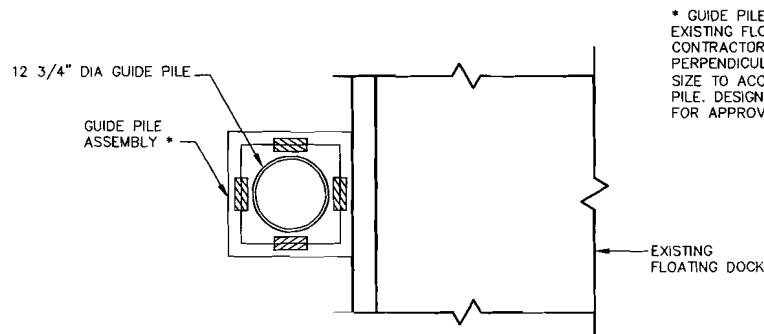
3
HANDRAIL
1"=2'-0" 0 1 2 4



4
DETAIL
HANDRAIL
1"=1'-0" 0 1/2 1 2

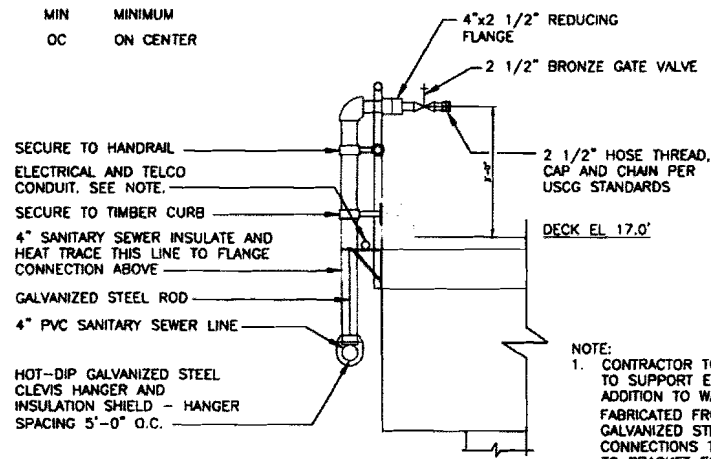
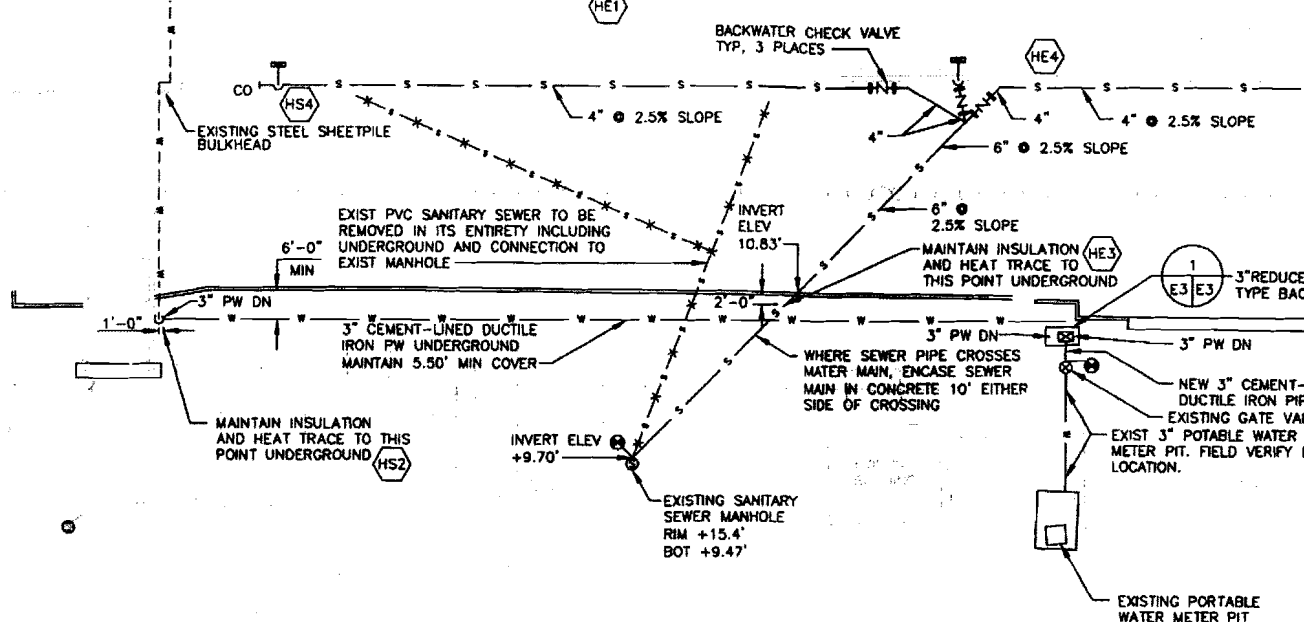
HANDRAIL NOTE:

1. ALL RAILS, POSTS AND CONNECTIONS SHALL BE DESIGNED AND INSTALLED TO RESIST 200 LBS CONCENTRATED LOAD APPLIED AT ANY POINT AND IN ANY DIRECTION. HANDRAIL SHALL HAVE 3 RAILS.
2. POSTS/RAILINGS AND CONNECTIONS SHALL BE GALVANIZED STEEL 1 1/2" SCH. 40 (MIN) HAVING WELDED CONNECTIONS.
3. CONTRACTOR SHALL LAYOUT HANDRAILS AND MOUNTING BRACKETS PRIOR TO INSTALLATION TO AVOID CONFLICTS WITH GUIDE PILES.
4. RAILS SHALL BE REMOVABLE BY SLIDING THE RAIL SECTION UP AND OUT OF THE MOUNTING BRACKET.



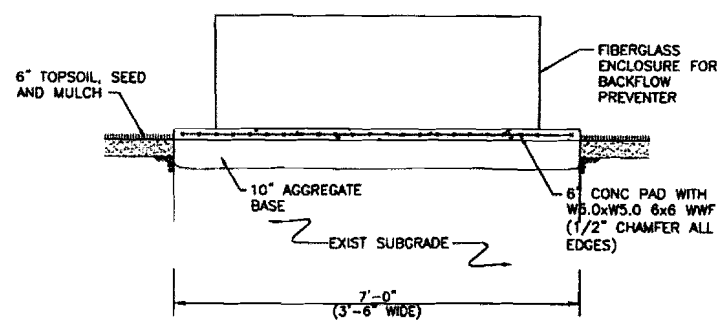
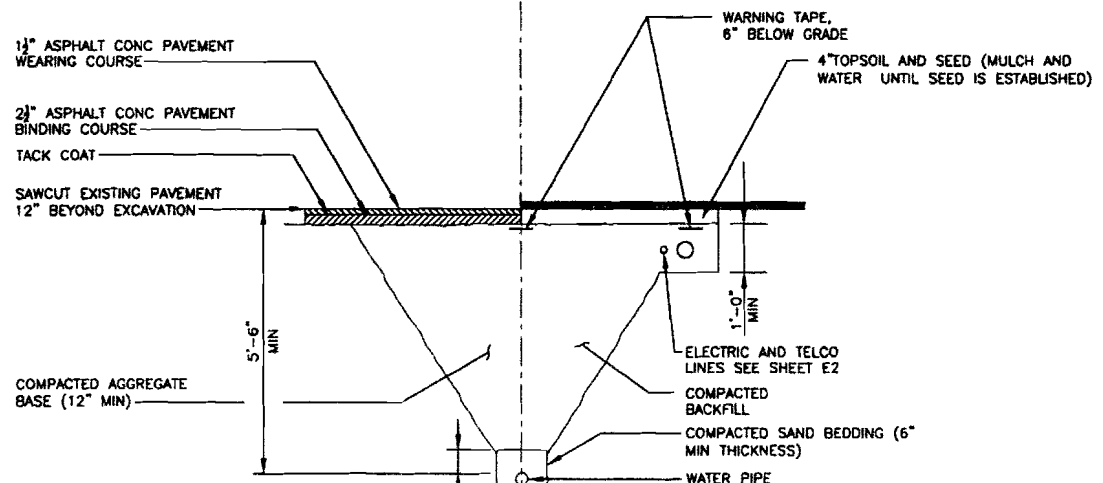
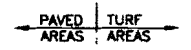
* GUIDE PILE ASSEMBLY AND CONNECTION TO EXISTING FLOATING DOCK TO BE DESIGNED BY CONTRACTOR TO WITHSTAND 5,000 LB LOAD PERPENDICULAR TO FACE OF THE DOCK AND SIZE TO ACCOMMODATE 12 3/4" DIA GUIDE PILE. DESIGN AND DETAILS TO BE SUBMITTED FOR APPROVAL.

- W — NEW PORTABLE WATER BELOW GROUND
- W — NEW PORTABLE WATER ABOVE GROUND
- PW PORTABLE WATER
- DN DOWN
- ELL TURNED UP
- ELL TURNED DOWN
- HDPE HIGH DENSITY POLYETHYLENE PIPE - SDR 11
- RPZ REDUCED PRESSURE ZONE TYPE BACKFLOW PREVENTER
- CO CLEANOUT
- FNH SWING CHECK VALVE
- ⊕ CONNECT TO EXISTING AT THIS POINT
- ⊕ HS PROXIMITY FOR START OF HEAT TRACE CIRCUIT
- ⊕ HE PROXIMITY FOR END OF HEAT TRACE CIRCUIT
- * — PIPING TO BE REMOVED FOR TYPE INDICATED
- MIN MINIMUM
- OC ON CENTER

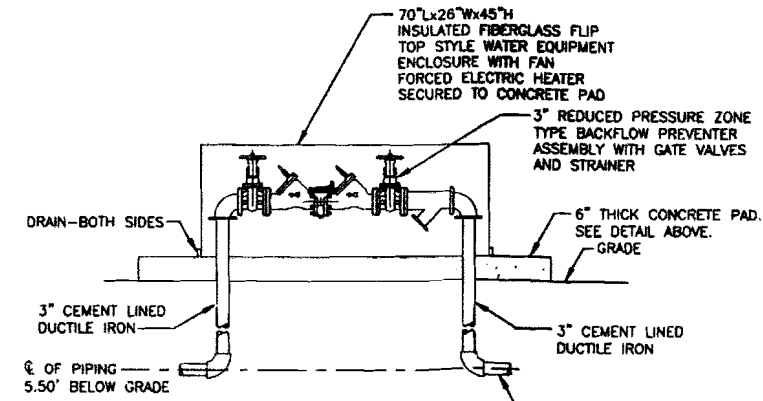


NOTE:
 1. CONTRACTOR TO SIZE BRACKET AND CONNECTIONS TO SUPPORT ELECTRICAL AND TELCO CONDUIT IN ADDITION TO WATER AND SEWER. BRACKETS TO BE FABRICATED FROM 1" THICK HOP-DIPPED GALVANIZED STEEL MEMBERS. SUBMIT BRACKET AND CONNECTIONS TO PIER AND CONDUIT CONNECTIONS TO BRACKET FOR APPROVAL.

2
 E3 E3 1/2"=1'-0"



DETAIL CONCRETE PAD
 NTS



ELECTRIC

CIRCUIT NUMBER
H1
H2
H3
H4

SCHEDULE NO.

1. CABLE NUMBER
2. VERIFY A WITH THE HEAT SIN
3. HEAT TR OF -20'
4. FOR EACH CLAMP(S) TEMPERA COMPON

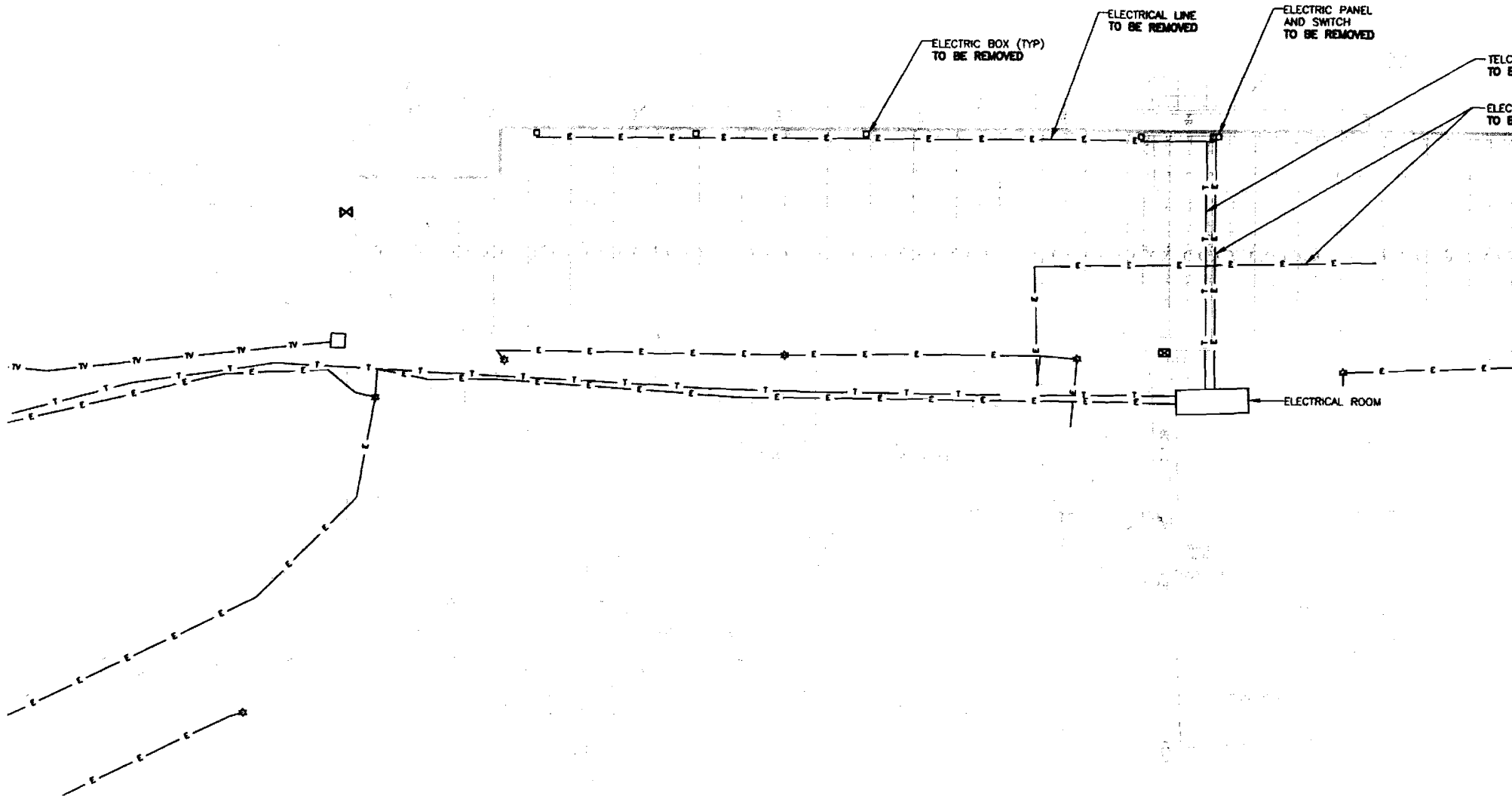
1 1/2" POST HYDRANT WITH THREAD CONNECTION PER GUARD STANDARDS

FILL WITH NON-SHRINKING GROUT
 DECK EL 17.0'

CORE THROUGH DECK PLANK

DRAIN
 DOUBLE BALL CHECK VALVE

INSULATE PIPING AND VALVES TO DRAIN



LEGEND:

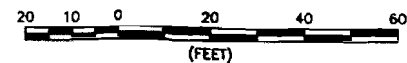
- EXISTING STEEL SHEETPILE BULKHEAD
- EXISTING TIE BACK
- EXISTING WATER VALVE
- EXISTING LIGHT
- EXISTING UTILITY POLE
- EXISTING CABLE PEDESTAL
- EXISTING TELEPHONE PEDESTAL

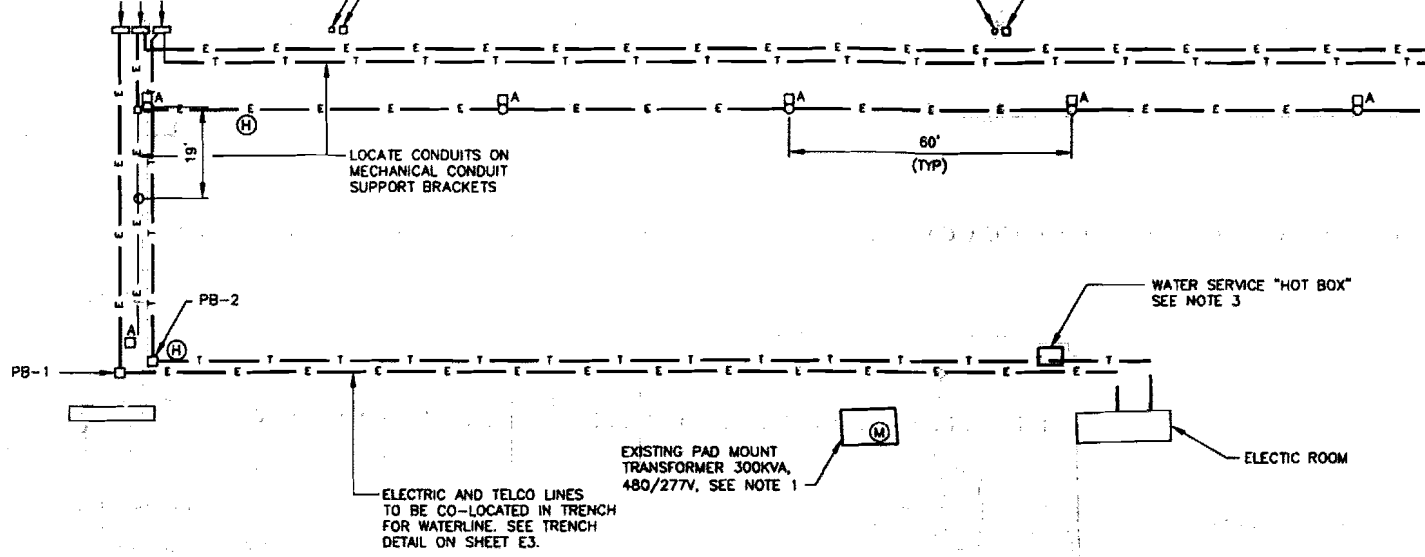
NOTES:

1. LOCATION OF EXISTING UTILITIES ARE APPROXIMATE.
2. PLAN REFERENCE: SMRT "EXISTING CONDITIONS AND DEMOLITION PLAN" 7/30/03 CS101.

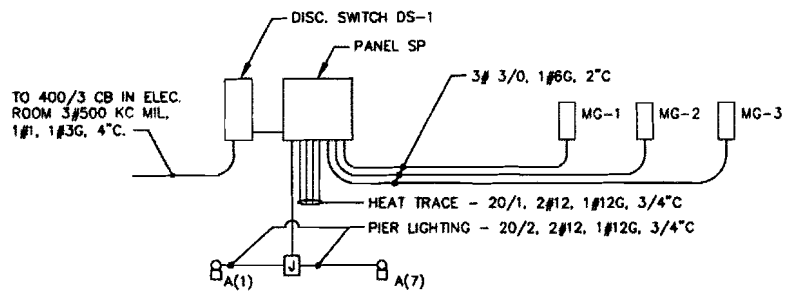
DEMOLITION NOTES:

1. REMOVE ALL CONDUIT, BOXES, WIREWAYS, CONDUCTORS, PANEL, SWITCHES, TELEPHONE DISTRIBUTION, AND ASSOCIATED APPURTENANCES ON THE PIER, AND INTO THE ELECTRIC ROOM.

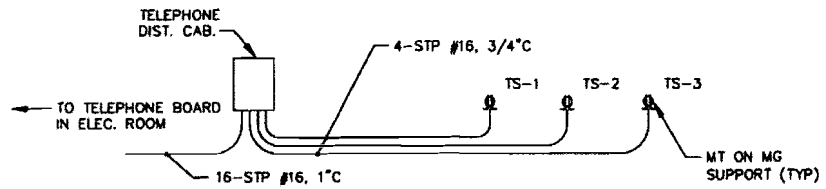




PLAN



PIER-POWER WIRING DIAGRAM
NTS.



TELEPHONE WIRING DIAGRAM
NTS.

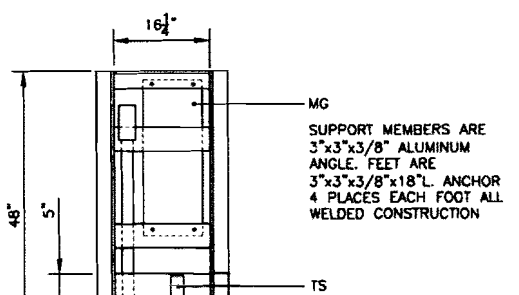
LIGHTING FIXTURE SCHEDULE

TYPE	MANUFACTURER	CATALOG NO.	LAMP	VOLTAGE	NOTES
A	LUMARK	HPRL-FL-2-150-480V-FZLLKPER-0A/RA1027	1-150HRS-E39	480	1

NOTES: 1. POLE: RTA8M35AAS16V

PANEL SCHEDULE

CB	PANEL SP				CB
	A	B	C	LOAD	
200	X			MG-1	200
		X		MG-2	
			X		
200	X			MG-3	20*
		X		HEAT TRACE	
			X	HEAT TRACE	
20	X			PIER	20*
		X		LTG	
			X	HEAT TRACE	
PROVISION					
PROVISION					
PROVISION					
PROVISION					
PROVISION					
PROVISION					



- LEGEND:**
- EXISTING STEEL SHEETPILE BULKHEAD
 - EXISTING ELECTRICAL LINE
 - EXISTING COMMUNICATION LINE

COMP
MG-1,2
TS-1,2
PB-1
PB-2
DS-1
TP
NOTES:
1. RE
4)
A5
2. MG
AL
3. PF
CH
AN
4. HE
1