

10 February 2009

Ms. Jean Fraser, Planner
City of Portland
Planning & Development Department
389 Congress Street, Room 308
Portland, ME 04101

Re: Maine Turnpike Authority - Site Plan Review Approval - Condition Compliance
Portland, Maine
SMRT Project No. 06016

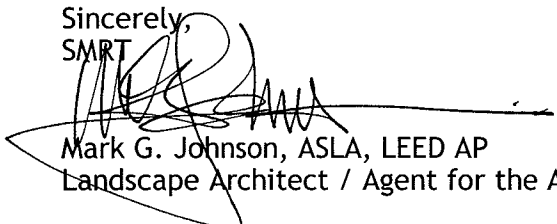
Dear Jean,

As requested, attached are copies of easements executed by the Applicant in compliance with conditions of site plan approval as follows:

- Condition ii: Easement Modification Agreement between Portland Water District and Maine Turnpike Authority
- Condition viii: Stormwater Drainage System Maintenance Agreement between Maine Turnpike Authority and City of Portland
- Condition xiii: Sidewalk Easement from Maine Turnpike Authority to City of Portland
- Condition xiv: Easement Deed for Access and Quitclaim Covenant regarding District Road from Maine Turnpike Authority to City of Portland

I am sending this letter via regular mail and electronically. Please let me know if you have questions or require further information at this time.

Sincerely,
SMRT



Mark G. Johnson, ASLA, LEED AP
Landscape Architect / Agent for the Applicant

144 Fore Street
P.O. Box 618
Portland, ME 04104
p 207.772.3846 f 207.772.1070 email: mjohnson@smrting.com

Encl.

cc. Phil DiPiero (City of Portland),
Steve Tartre (MTA), Bob Driscoll (HNTB)
File 06016/22

**STORMWATER DRAINAGE SYSTEM
MAINTENANCE AGREEMENT**
Between the City of Portland, Maine and the
Maine Turnpike Authority
September, 2007

IN CONSIDERATION OF site plan approval granted by the Planning Board of the City of Portland to a plan entitled "Maine Turnpike Authority Administration Building - Portland, Maine" dated May 3, 2007, and filed with the City of Portland, Department of Planning and Development, 389 Congress Street, Portland, Maine, and pursuant to a condition thereof, the Maine Turnpike Authority, a body corporate and politic, duly created and existing by virtue of an Act of the Legislature of the State of Maine, Chapter 69 of the Private and Special Laws of 1941, as amended, and continued in existence by Title 23 M.R.S.A. Chapter 24, with a place of business at 430 Riverside Street, Portland, Maine, the owner of the subject premises, does hereby agree, for itself, its successors and assigns (the "Owner"), as follows:

That it will, at its own cost and expense and at all time in perpetuity, maintain in good repair and in proper working order the stormwater drainage system, as shown on said plan, including but not limited to the drainage easements, piping, etc as shown on the approved subdivision plat. Owner of the subject premises further agrees to periodically clean out said system to ensure its proper working order. Said agreement is for the benefit of all persons in lawful possession of said premises and abutters thereto; further, that the said City of Portland, said persons in lawful possession and said abutters, or any of them, may enforce this Agreement by an action at law or in equity in any court of competent jurisdiction; further, that after giving the Owner written notice and a reasonable time to perform, the said City of Portland, by its authorized agents or representatives, may, but is not obligated to enter upon said premises to maintain, repair, or replace said stormwater drainage system in the event of any failure or neglect thereof, the cost and expense thereof to be reimbursed in full to the said City of Portland by the Owner upon demand.

This Agreement shall not confer upon the City of Portland or any other person the right to utilize said stormwater drainage system for public use or for the development of any other property, and the Owner shall bear no financial responsibility by virtue of this Agreement for enlarging the capacity of said system for any reason whatsoever.

This Agreement shall bind the undersigned only so long as it retains any interest in said premises, and shall run with the land and be binding upon its successors and assigns as their interests may from time to time appear.

Dated at Portland, Maine this seventh day of September 2007.

By: Paul E. Violette
Its: Executive Director

STATE OF MAINE
CUMBERLAND, ss.

Date: September 7th, 2007

Personally appeared the above-named Paul E. Violette,
and acknowledged the foregoing instrument to be his/her free act and deed in his/her said
capacity, and the free act and deed of said
Paul Violette.

Before me,

SEAL

Jon Arey
Notary Public/Attorney at Law

Print Name: Jonathan Arey

SEAL

C:\OFFICE\PENNY\FORMS\Drainage Maintenance Agreement\privatesystem041107.doc

Received
Recorded Register of Deeds
Sep 26 2007 03:28:13P
Cumberland County
Patricia E. Lovley

SIDEWALK EASEMENT

In consideration of the payment of One Dollar (\$1.00), the MAINE TURNPIKE AUTHORITY, a body corporate and politic, duly created and existing by virtue of an Act of the Legislature of the State of Maine, Chapter 69 of the Private and Special Laws of 1941, as amended, and continued in existence by Title 23 M.R.S.A. Chapter 24 with a mailing address of 430 Riverside Street, Portland, Maine ("Grantor"), hereby grants to the CITY OF PORTLAND, a body politic and corporate with a place of business at 389 Congress Portland, Maine 04101 ("Grantee") a perpetual easement over a strip of land being that portion of a sidewalk (the "Easement Area") along Congress Street in Portland, Maine that extends beyond the street right of way of Congress Street, so-called, on to the Grantor's property. The Easement Area is shown as the cross-hatched area along Congress Street shown on the Easement Plan made for the Maine Turnpike Authority by SMRT, Inc. dated August 24, 2007 (the "Easement Plan"), a reduced copy of which is attached hereto as Exhibit A. A full-scale copy of the Easement Plan is on file with the City of Portland Planning Department.

The purpose of this easement is for the right to maintain, replace, relocate and repair within the Easement Area a sidewalk up to five (5) feet in width, said sidewalk to be used for pedestrian uses by the public.

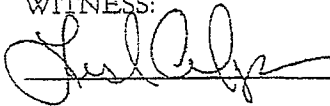
Grantor further covenants and agrees on behalf of itself, its successors and assigns, that the land which lies within the Easement Area shall, except for the construction, maintenance, repair, relocation and/or replacement of the sidewalk and any appurtenances by Grantee, its successors or assigns shall, as provided and permitted herein, be maintained as a sidewalk for the uses set forth and described herein and Grantor shall not use or permit any use which would be contrary to such condition.

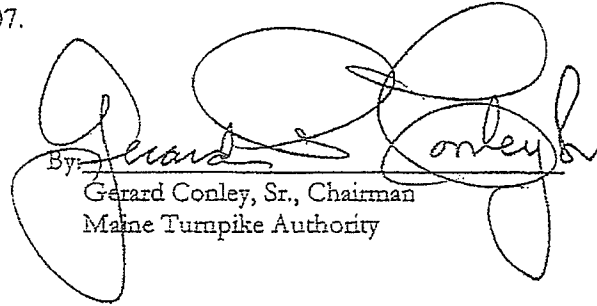
Both Grantor and Grantee acknowledge that this easement is being provided to Grantee for purposes of public pedestrian access without charge. It is understood that the use herein granted is non-exclusive and that the primary use which Grantor makes of its land (of which the Easement Area is a part) is a private commercial use.

To have and to hold the said Easement and all rights granted hereunder to the said Grantee and its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has caused this easement to be executed by its Chairman this 7th day of September, 2007.

WITNESS:



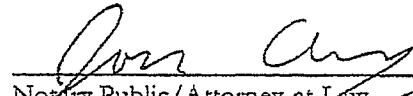

By: Gerard Conley, Sr., Chairman
Maine Turnpike Authority

STATE OF MAINE
County of Cumberland, ss.

Sept 7, 2007

Personally appeared the above-named Gerard Conley, Sr., who acknowledged the foregoing instrument to be his free act and deed.

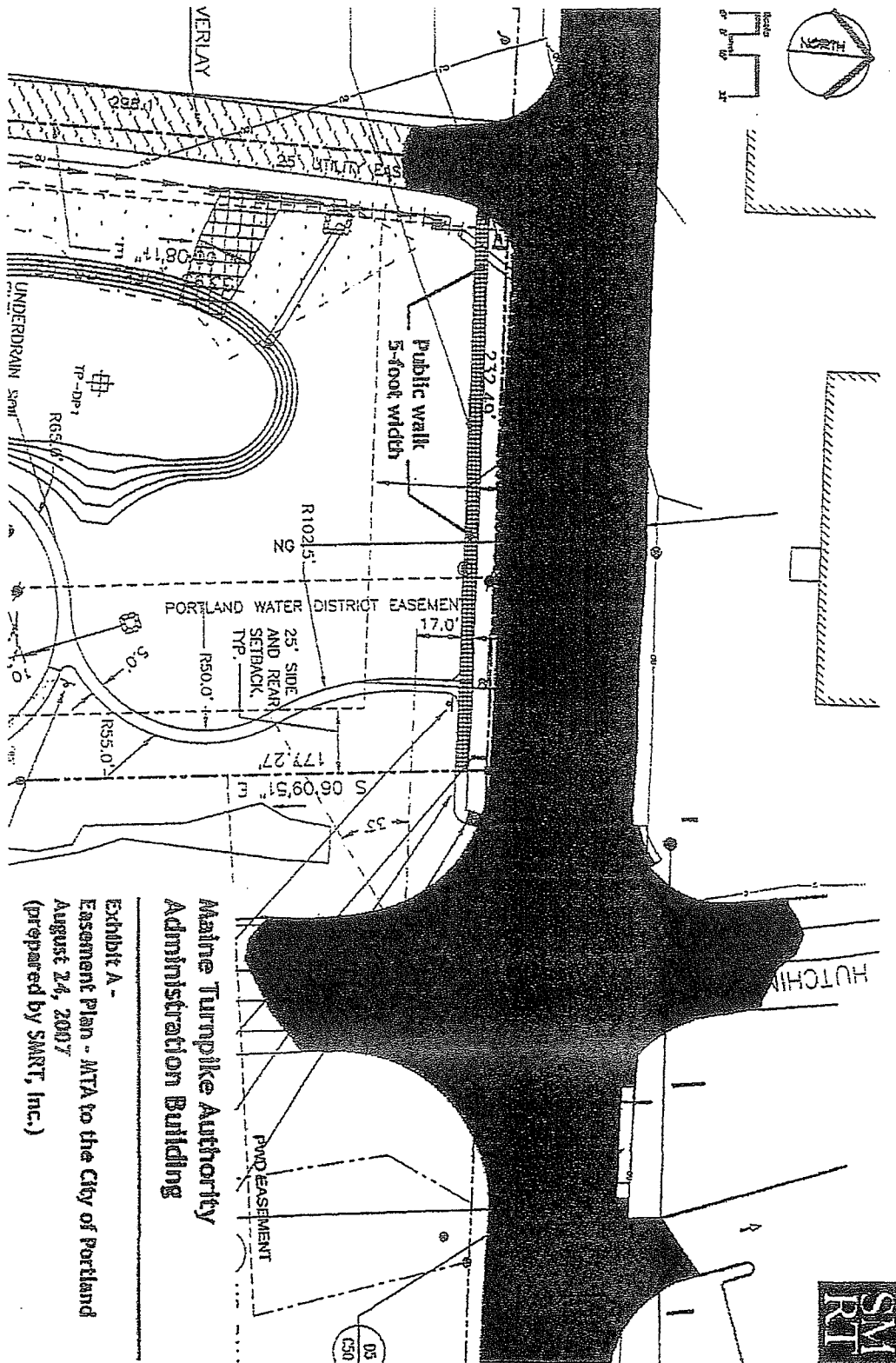
Before me,



Notary Public/Attorney-at-Law
Print name:

SEAL

SEAL



**Maine Turnpike Authority
Administration Building**

**Exhibit A -
Easement Plan - MTA to the City of Portland
August 24, 2007
(prepared by SMART, Inc.)**

EASEMENT DEED

With Quitclaim Covenant

The MAINE TURNPIKE AUTHORITY, a body corporate and politic, duly created by virtue of an Act of the Legislature of the State of Maine, Chapter 69 of the Private and Special Laws of 1941, as amended, and continued in existence under Title 23, M.R.S.A., Chapter 24, and having an office at 430 Riverside Street, Portland, in the County of Cumberland and State of Maine, for consideration paid, grants to **THE City of Portland, Maine**, whose mailing address is 289 Congress Street, Portland, Maine 04101, with **QUITCLAIM COVENANT**, for transportation purposes, including the ordinary passage of vehicles and pedestrians, and maintenance and repair of the District Road, so-called, an easement in a certain lot or parcel of land southerly of, and adjacent to, Congress Street in Portland, Maine more particularly bounded and described as follows:

COMMENCING at a capped 5/8" Rebar on the southerly sideline of Congress Street and the westerly sideline of the Jetport Connector Road in the City of Portland, County of Cumberland, State of Maine, thence westerly along the sideline of Congress Street a distance of 232.49 feet to a corner, said corner being the northwesterly most corner of land of the Grantor and also being at the northeasterly corner of a sixty and no hundredths (60.00) feet wide right of way conveyed to the within grantee by deed of the Portland Water District dated July 17, 2002 and shown on "Maine Turnpike Property and Right of Way Plan-Administration Building" dated February 1997 by HNTB, to be recorded in the Cumberland County Registry of Deeds, and also being the northwesterly most corner of the parcel herein conveyed, **THE POINT OF BEGINNING**;

Thence South 00°08'11" West along said City of Portland right of way and land of the Grantor a distance of five hundred seventy nine and eighty three hundredths (579.83) feet to a capped steel rebar to be set;

Thence North 02°36'00" East along remaining land of the Maine Turnpike Authority a distance of five hundred eighty one and fifty seven hundredths (581.57) feet to said Congress Street, the easterly line of a 25 feet City of Portland Utility Easement and a capped steel rebar to be set;

Thence South 87°22'30" West along said Congress Street a distance of twenty five and three hundredths (25.03) feet to the **Point of Beginning**.

Meaning and intending to convey an area of 7,248 S.F.±.

Said bearings are based on the Maine State Plane Coordinate System, West Zone, N. A. D. 83.

The easement granted by this conveyance shall be for transportation purposes, including but not limited to the ordinary passage of vehicles and ordinary maintenance and repair of the District Road, so called. The Grantor, by its delivery of this easement, and the Grantee, by its acceptance hereof, acknowledge and agree that this easement is being granted to the Grantee for purposes of vehicular and pedestrian access and for the purpose of installation, maintenance, repair and replacement of any and all utilities determined by the Grantee to be located within said easement area. It is further understood and agreed that this easement is non-exclusive.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
Witness

Maine Turnpike Authority

BY: [Signature]
Gerard P. Conley, Sr., Chairman

CORPORATE
SEAL

SEAL

State of Maine

County of Cumberland, ss.

Date: 9/7/07

Personally appeared the above named Gerard P. Conley, Sr. chairman of the Grantor Corporation as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation.

Before me,

[Signature]
Notary Public/Attorney at Law

SEAL

EASEMENT MODIFICATION AGREEMENT

This Agreement is made on Sept 13, 2007 by and between the **PORTLAND WATER DISTRICT**, a quasi-municipal corporation organized and existing under the laws of the State of Maine with a principal place of business at Portland, in the County of Cumberland and State of Maine (hereinafter the "DISTRICT") and the **MAINE TURNPIKE AUTHORITY**, a body corporate and politic, duly created by virtue of an Act of the Legislature of the State of Maine, Chapter 69 of the Private and Special Laws of the 1941, as amended, and continued in existence under Title 23, MRSA Chapter 24 Maine with a principal place of business at Portland, in the County of Cumberland and State of Maine (hereinafter "MTA").

WHEREAS, MTA owns a parcel of land located on Congress Street in the City of Portland, County of Cumberland and State of Maine, which was conveyed by deed of S B Holdings to MTA dated October 10, 1997 and recorded in the Registry of Deeds in Book 13371, Page 189, and

WHEREAS, the DISTRICT has an easement ("DISTRICT EASEMENT") across the land of MTA; described in a deed from MTA dated December 3, 1998 and recorded in the Registry of Deeds in Book 14359, Page 320. The MTA land and DISTRICT EASEMENT are shown on a plan entitled "Maine Turnpike Authority, Maine Turnpike Property and Right of Way Plan, Section 1 – Kittery to Portland, Administration Building, 2360 Congress Street, City of Portland, Cumberland County, Maine, Drawing No. Supplemental 105", prepared by HNTB dated February 1997 as revised 3/15/07 (the "PLAN"), copies of the PLAN being on file at the offices of the DISTRICT and MTA; and

WHEREAS, the MTA is constructing a new administration building on the MTA land as shown on the PLAN; and

WHEREAS, the MTA desires to install and maintain pavement, curbing, utilities, lighting standards, trash receptacles, shed, loading dock, walking trail, HVAC pads and landscaping ("IMPROVEMENTS") all as shown on the PLAN within the DISTRICT EASEMENT located on the land of MTA; and

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree to amend the DISTRICT EASEMENT as follows:

1. The DISTRICT hereby consents to the construction and maintenance by the MTA of the above described IMPROVEMENTS as shown on the PLAN within the DISTRICT EASEMENT on the land of MTA, subject to the terms and conditions in this Agreement.
2. MTA, for consideration paid, hereby grants to the DISTRICT, with quit-claim covenant, an Access Easement for persons and vehicles across its property using all of the roads, driveways and parking areas as shown on the PLAN as well as through and across the commuter parking lot access drive from the Jetport Connector Road to land of the

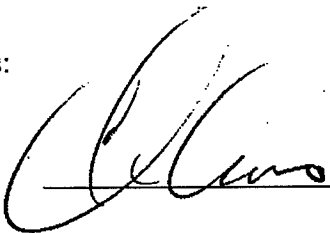
DISTRICT adjacent to the MTA land; provided, however, that this right of access is only granted to persons and vehicles engaged in the DISTRICT's business of construction and maintenance of conduits and pipelines and associated appurtenances for conveying water

3. The MTA agrees to construct and maintain its IMPROVEMENTS in good and satisfactory operating condition and in compliance with the PLAN and all Federal, State, and Municipal laws, rules, regulations and ordinances, and to make no further changes to the site within the DISTRICT EASEMENT without the written consent of the DISTRICT.
4. The DISTRICT continues to hold the right to lay an additional line or lines of pipe for the purposes of conveying water together with any necessary fixtures and electrical connections as described in and in accordance with the DISTRICT EASEMENT including the area of the MTA'S IMPROVEMENTS, as the DISTRICT may in its sole discretion determine. In the event of any exercise by the DISTRICT of any rights related to the DISTRICT EASEMENT that require the temporary relocation of any of the IMPROVEMENTS, it shall notify the MTA at least six months in advance to remove said IMPROVEMENTS. The DISTRICT shall have no obligation to MTA or to any third party, for any loss, damage, cost or expense caused by or arising out of any such exercise, including, without limitation, any loss of business suffered by MTA or any such third party, including damage to the IMPROVEMENTS.
- 5 MTA agrees that during the initial construction of MTA'S IMPROVEMENTS, it shall at its sole cost, pre-blast a trench in a size and location acceptable to the DISTRICT, remove and dispose of the ledge and fill the trench with gravel to facilitate the future construction of any additional water line in the area of its building.
- 6 The DISTRICT and the MTA each agree to notify the other party at least forty-eight (48) hours prior to conducting work within the DISTRICT EASEMENT which would involve excavation or construction, except in an emergency, when either party shall notify the other party immediately.
- 7 MTA shall reimburse, fully and completely indemnify and save harmless the DISTRICT from any and all claims, loss, damage, cost, and expense caused by or arising out of any and all construction, maintenance, reconstruction, or removal of the IMPROVEMENTS described in this Agreement which may be performed by MTA or its agents, or arising out of use of the IMPROVEMENTS by any party, except to the extent that said claim, loss, damage, cost or expense arises from the negligence of the District, its agents, or employees. This indemnity to the District shall include, without limitation, any and all costs and expenses of investigating and defending any such claims, including, but not limited to, reasonable attorneys' fees. This obligation of this indemnity shall continue after the completion of the construction activity contemplated by this Agreement. This indemnity shall not apply to claims, damages, costs and expenses arising from or related to injury to any DISTRICT employee or agent. This indemnity is not intended to and shall not waive any of the immunities and restrictions on liability provided to either the MTA or the DISTRICT under state or federal law, including but not limited to the Maine Tort Claims Act, 14 MRSA § 8101, et. seq.

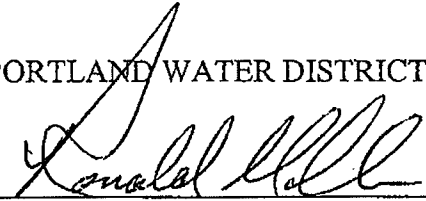
- 8 The DISTRICT agrees to restore any portion of the DISTRICT EASEMENT to a reasonable condition after laying, relaying, maintaining or removing any existing or future pipelines, and will take steps to protect the IMPROVEMENTS located in the DISTRICT EASEMENT as much as reasonably possible; provided, however, that the DISTRICT shall not be responsible for repairing or replacing any of the IMPROVEMENTS that may be damaged.
- 9 Once the IMPROVEMENTS have been constructed in conformance with the PLAN, there shall be no other changes in grade within the DISTRICT EASEMENT without the written consent of the DISTRICT.
- 10 This Agreement shall be binding upon and for the benefit of the parties to it and their respective successors and assigns, and shall be a covenant running with the land of MTA.
- 11 The failure of any party to enforce or insist upon compliance with any of the terms or conditions of this agreement shall not constitute a general waiver or relinquishment of any of its terms or conditions, but all terms and conditions shall remain in full force and effect at all times.
- 12 Nothing in this Agreement is intended to impair the MTA's use and enjoyment of its property as described in the DISTRICT EASEMENT nor to impair any other right the MTA may have under the existing DISTRICT EASEMENT.

The parties have signed three original agreements as sealed documents to be effective on the date at the top of the agreement.

Witness:

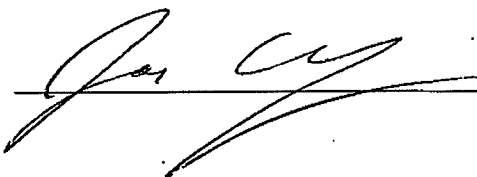


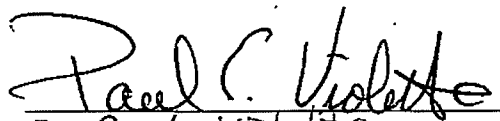
PORTLAND WATER DISTRICT



Ronald Miller
General Manager

MAINE TURNPIKE AUTHORITY





By: Paul Violette
It's: Executive Director

State of Maine
Cumberland, ss

Sept
Aug 13, 2007

Ronald Miller personally appeared before me and acknowledged that his signature on this document was his free act and deed on behalf of the Portland Water District.

Before me,

Norman V. Twaddel
Norman V. Twaddel
Notary Public - Maine
My Commission Expires 12/17/2009

State of Maine
County of Cumberland, ss.

Sept 7
~~Aug~~, 2007

Paul E. Violette personally appeared before me and acknowledged that his signature on this document was his free act and deed on behalf of the Maine Turnpike Authority.

Before me,

[Signature]
Notary Public/Attorney at Law
My Commission Expires

Jonathan Arey
Print Name

Received
Recorded Register of Deeds
May 07, 2008 01:38:27P
Cumberland County
Pamela E. Lovley



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

DEPARTMENT ORDER

IN THE MATTER OF

MAINE TURNPIKE AUTHORITY
Portland, Cumberland County
ADMINISTRATION BUILDING
L-23537-26-A-N (approval)
L-23537-TB-B-N

) SITE LOCATION OF DEVELOPMENT ACT
) NATURAL RESOURCES PROTECTION ACT
) TIER I WETLAND ALTERATION
) WATER QUALITY CERTIFICATION
) FINDINGS OF FACT AND ORDER

Pursuant to the provisions of 38 M.R.S.A. Sections 481 et seq. and 480-A et seq., and Section 401 of the Federal Water Pollution Control Act, the Department of Environmental Protection has considered the application of MAINE TURNPIKE AUTHORITY with the supportive data, agency review comments, and other related materials on file and FINDS THE FOLLOWING FACTS:

1. PROJECT DESCRIPTION:

A. Summary: The applicant proposes to construct a new 54,817 square foot administration building on an 11.9 acre parcel of land located at 2360 Congress Street, near Turnpike Exit 46, in the City of Portland. The proposed project includes paved parking areas, access drives, walkways, utilities and plantings, all as shown on a set of plans the first of which is entitled "Maine Turnpike Authority Administration Building," prepared by SMRT, and dated January 16, 2007, with a last revision date of August 9, 2007.

The applicant is also seeking approval under the Natural Resources Protection Act to fill 9,360 square feet of forested, scrub-shrub and emergent wetland to construct the project.

B. Current Use of Site: The site of the proposed project, on the southwest side of the turnpike connector road, is currently undeveloped land which was logged in the past and partially replanted with red pine trees in the north-central area of the site. Red oak, red maple and other trees are also present on approximately 6.8 acres of the site and the remainder of the parcel is vegetated with shrubs and grasses. The site has shallow soils and bedrock outcrops with two small pockets of wetland. Surplus soils from the nearby Jetport interchange construction project are stockpiled on the site. Portions of the site near the easterly property boundary are encumbered by two adjacent easements totaling 85 feet in width. There are no structures on the property.

Po.
To
Co.
Ph:
Fax

Mark Johnson SMRT
FAX: 772-1070

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2. FINANCIAL CAPACITY:

The total cost of the project is estimated to be approximately \$13,000,000. The applicant submitted an audited financial statement, dated December 31, 2005, demonstrating that sufficient funds are available to construct the project.

The Department finds that the applicant has demonstrated adequate financial capacity to comply with Department standards.

3. TECHNICAL ABILITY:

The applicant provided resume information for key persons involved with the project and a list of projects successfully constructed by the applicant. The applicant also retained the services of HNTB and SMRT, professional engineering firms, to assist in the design and engineering of the project.

The Department finds that the applicant has demonstrated adequate technical ability to comply with Department standards.

4. NOISE:

The applicant stated that noise generated from the facility will be minor in nature as is typical for office building and will include arrival and departure of waste removal and delivery trucks. Heating and ventilating equipment will be roof mounted and will generate little noise.

Department finds that the project is a development with minor noise impacts.

5. SCENIC CHARACTER:

The proposed building will be constructed in an area zoned for businesses and industrial operations. Because the project site is near the Portland Jetport, the building is subject to Federal Aviation Administration height limitations. Ledge will be removed to place the building at an appropriate elevation. Remaining ledge faces will partially screen the building from all sides except the north. Existing vegetation will be retained on undisturbed areas of the site and will be supplemented by plantings on the north and west sides of the buildings to provide additional screening.

Based on the project's location on the site, the proposed vegetative screening and the existing uses of the surrounding area, the Department finds that the proposed project will not have an unreasonable adverse effect on the scenic character of the surrounding area.

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6. WILDLIFE AND FISHERIES:

The Maine Department of Inland Fisheries & Wildlife (MDIFW) reviewed the proposed project. In its comments, MDIFW stated that it found no records of any Essential or Significant Wildlife Habitats, or other wildlife habitats of special concern associated with this site. No fisheries concerns were identified.

The Department finds that the applicant has made adequate provision for the protection of wildlife and fisheries.

7. HISTORIC SITES AND UNUSUAL NATURAL AREAS:

The Maine Historic Preservation Commission reviewed the proposed project and stated that it will have no effect upon any structure or site of historic, architectural, or archaeological significance as defined by the National Historic Preservation Act of 1966.

The Maine Natural Areas Program database does not contain any records documenting the existence of rare or unique botanical features on the project site and, as discussed in Finding 6, MDIFW did not identify any unusual wildlife habitats located on the project site.

The Department finds that the proposed development will not have an adverse effect on the preservation of any historic sites or unusual natural areas either on or near the development site.

8. BUFFER STRIPS:

The applicant is not proposing to utilize any formal buffer strips for the proposed project. The site construction details and vegetation plantings described in Finding 5 will provide some visual screening.

9. SOILS:

The applicant submitted a soil survey map and report and a geotechnical report based on the soils found at the project site. This report was prepared by a registered professional engineer and reviewed by staff from the Division of Environmental Assessment of the Bureau of Land and Water Quality (DEA). DEA also reviewed a Blasting Plan submitted by the applicant and outlining the proposed procedures for removing bedrock to construct the buildings and portions of the stormwater management system. All blasting will be conducted in accordance with the requirements of Chapter 375(10)(C)(4)(c) and the applicant will coordinate the blasting procedures with the manufacturing schedules of adjacent property owners. If a rock crusher is being utilized on site, the applicant must

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insure that the crusher is licensed by the Department's Bureau of Air Quality and is being operated in accordance with that license.

The Department finds that, based on these reports, the Blasting Plan, and DEA's review, the soils on the project site present no limitations to the proposed project that cannot be overcome through standard engineering practices.

10. STORMWATER MANAGEMENT:

The proposed project includes approximately 3.31 acres of impervious area and 5.4 acres of developed area. The northern half of the site drains through a catchbasin to the municipal sewer system. Stormwater exits the southerly half of the site near an adjacent park and ride lot and flows to Long Creek, an urban impaired stream. The applicant submitted a stormwater management plan based on the basic, general, urban impaired stream, and flooding standards contained in Department Rules, Chapter 500. The proposed stormwater management system consists of catch basins, distribution piping, swales and two underdrained soil filter detention basins.

A. Basic Standards:

(1) Erosion and Sedimentation Control: The applicant submitted an Erosion and Sedimentation Control Plan (Section 14 of the application) that is based on the performance standards contained in Appendix A of Chapter 500 and the Best Management Practices outlined in the Maine Erosion and Sediment Control BMPS, which were developed by the Department. This plan and plan sheets containing erosion control details were reviewed by, and revised in response to the comments of the Division of Watershed Management (DWM) of the Bureau of Land and Water Quality (BLWQ).

Erosion control details will be included on the final construction plans and the erosion control narrative will be included in the project specifications to be provided to the construction contractor.

(2) Inspection and Maintenance: The applicant submitted a maintenance plan that addresses both short and long-term maintenance requirements. This plan was reviewed by, and revised in response to the comments of DWM. The maintenance plan is based on the standards contained in Appendix B of Chapter 500. The applicant will be responsible for the maintenance of all common facilities including the stormwater management system. Storm sewer grit and sediment materials removed from stormwater control structures during maintenance activities must be disposed of in compliance with the Department's Solid Waste Management Rules.

(3) Housekeeping: The proposed project will comply with the performance standards outlined in Appendix C of Chapter 500.

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Based on DWM's review of the erosion and sedimentation control plan and the maintenance plan, the Department finds that the proposed project meets the Basic Standards contained in Chapter 500(4)(A).

B. General Standard: The applicant's stormwater management plan includes general treatment measures that will mitigate for the increased frequency and duration of channel erosive flows due to runoff from smaller storms, provide for effective treatment of pollutants in stormwater, and mitigate potential temperature impacts. This mitigation is being achieved by using Best Management Practices (BMP) that will control runoff from no less than 95% of the impervious area and no less than 80% of the developed area.

The stormwater management system proposed by the applicant was reviewed by, and revised in response to, comments from DWM. After a final review, DWM commented that the proposed stormwater management system is designed in accordance with the Chapter 500 General Standard. DWM recommended that the design engineer or another qualified individual oversee construction of the two underdrained soil filter detention basins and, upon completion, submit a letter to the Department certifying that the stormwater system was installed in accordance with the approved plans.

Based on the stormwater system's design and DWM's review, the Department finds that the applicant has made adequate provision to ensure that the proposed project will meet the Chapter 500, General Standards provided that construction of the two underdrained soil filter detention basins is monitored as outlined above.

C. Urban Impaired Stream Standard:

Approximately one half of the proposed project site is in the watershed of Long Creek, an urban impaired stream. To comply with Chapter 500(4)(D)(2), the applicant is proposing to treat stormwater flows from the adjacent existing Maine Turnpike Authority park and ride lot. Approximately 0.06 acres of existing impervious area and 0.79 acres of existing developed area will be routed to the underdrained soil filter at the southeast corner of the proposed project for treatment. DWM staff reviewed the off-site mitigation and stated that the proposed treatment will provide a total of 0.32 earned mitigation credits, exceeding the 0.14 credits required by the proposed construction in the Long Creek watershed. The off-site mitigation measures must be completed prior to occupancy of the administration building.

Based on DWM's review of the off-site mitigation plan, the Department finds that the applicant has made adequate provision to ensure that the proposed project will meet the Chapter 500, Urban Impaired Stream Standard.

D. Flooding Standard:

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The applicant is proposing to utilize a stormwater management system based on estimates of pre- and post-development stormwater runoff flows obtained by using HydroCAD, a stormwater modeling software that utilizes the methodologies outlined in Technical Releases #55 and #20, U.S.D.A., Soil Conservation Service and detains stormwater from 24-hour storms of 2-, 10-, and 25-year frequency. The post-development peak flow from the site will not exceed the pre-development peak flow from the site and the peak flow of the receiving waters will not be increased as a result of stormwater runoff from the development site.

DWM commented that the proposed system is designed in accordance with the Chapter 500 Flooding Standard.

Based on the system's design and DWM's review, the Department finds that the applicant has made adequate provision to ensure that the proposed project will meet the Chapter 500, Flooding Standard for peak flow from the project site, and channel limits and runoff areas.

11. GROUNDWATER:

The project site is not located over a mapped sand and gravel aquifer. The proposed project does not propose any withdrawal from, or discharge to, the groundwater. The applicant submitted a detail sheet dated entitled, "Pond Excavation in Ledge", August 9, 2007, which provides design details for an impermeable liner which will be utilized to prevent inadvertent infiltration of stormwater should the applicant encounter bedrock during construction of the proposed underdrained soil filter ponds.

The Department finds that the proposed project will not have an unreasonable adverse effect on ground water quality or quantity.

12. WATER SUPPLY:

When completed, the proposed project is anticipated to use 1,600 gallons of water per day. Water will be supplied by the Portland Water District. The applicant submitted a letter from the District, dated May 18, 2006, indicating that it will be capable of servicing this project.

The Department finds that the applicant has made adequate provision for securing and maintaining a sufficient and healthful water supply.

13. WASTEWATER DISPOSAL:

When completed, the proposed project is anticipated to discharge 1,600 gallons of wastewater per day to the Portland Public Works Department's wastewater treatment facility. The applicant and the City of Portland agreed to extend the sewer lines

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approximately 400 feet to serve this project. The applicant submitted a letter from the Portland Public Works Department stating that its sewage treatment facility will accept these flows. This project was reviewed by the Division of Water Quality Management of the Bureau of Land and Water Quality (DWQM), which commented that the City of Portland's wastewater treatment plant has the capacity to treat these flows and is operating in compliance with the water quality laws of the State of Maine.

Based on DWQM's comments, the Department finds that the applicant has made adequate provision for wastewater disposal at a facility that has the capacity to ensure satisfactory treatment.

14. SOLID WASTE:

When completed, the proposed project is anticipated to generate 520 cubic yards of general office solid waste per year. All general solid wastes from the proposed project will be disposed of at EcoMaine, which is currently in substantial compliance with the Solid Waste Management Regulations of the State of Maine.

The proposed project will generate approximately 525 cubic yards of stumps and grubblings. All stumps and grubblings generated will be disposed of on site, either chipped or burned, with the remainder to be worked into the soil, in compliance with Solid Waste Management Regulations of the State of Maine.

The proposed project will generate approximately 450 cubic yards of construction debris and demolition debris. All construction and demolition debris generated will be disposed of at Turnkey Recycling in Rochester, New Hampshire, which is an acceptable disposal site, or the Pinetree Landfill or Crossroads facility in Norridgewock, both of which are currently in substantial compliance with the Solid Waste Management Regulations of the State of Maine.

Based on the above information, the Department finds that the applicant has made adequate provision for solid waste disposal.

15. FLOODING:

The proposed project is not located within the 100-year floodway of any river or stream.

The Department finds that the proposed project is unlikely to cause or increase flooding or cause an unreasonable flood hazard to any structure.

16. WETLAND IMPACTS:

The applicant proposes to alter 9,360 square feet of forested, scrub-shrub and emergent wetland in two locations to construct the project. The applicant considered a number of

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design layout options in an effort to reduce wetland impacts from the project. In the proposed design, avoidance measures include reshaping an underdrained filter pond and specifying 2:1 slopes on the exterior of the pond to minimize impacts on the adjacent wetland. A smaller wetland centrally located on the parcel could not be avoided with any reasonable design configuration, resulting in approximately 300 square feet wetland impact.

The Department finds that the applicant has avoided and minimized 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.

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.

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- J. The proposed activity will not violate any state water quality law including those governing the classifications of the State's waters.
- K. The proposed activity will not unreasonably harm any significant wildlife habitat, freshwater wetland plant habitat, threatened or endangered plant habitat, aquatic habitat, travel corridor, freshwater, estuarine, or marine fisheries or other aquatic life.

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 481 et seq.:

- A. The applicant has provided adequate evidence of financial capacity and technical ability to develop the project in a manner consistent with state environmental standards.
- B. The applicant has made adequate provision for fitting the development harmoniously into the existing natural environment and the development will not adversely affect existing uses, scenic character, air quality, water quality or other natural resources in the municipality or in neighboring municipalities provided that if a rock crusher is utilized on site, the rock crusher is licensed by the Department's Bureau of Air Quality and is operated in accordance with that license.
- C. The proposed development will be built on soil types which are suitable to the nature of the undertaking and will not cause unreasonable erosion of soil or sediment nor inhibit the natural transfer of soil.
- D. The proposed development meets the standards for storm water management in Section 420-D and the standard for erosion and sedimentation control in Section 420-C provided that the design engineer or other qualified individual oversees construction of the two underdrained soil filter detention basins and, the applicant, prior to occupancy of the structure, submits a letter to the Department stating that the stormwater system was installed in accordance with the approved plans and that the off-site stormwater mitigation measures are completed.
- E. The proposed development will not pose an unreasonable risk that a discharge to a significant groundwater aquifer will occur.
- F. The applicant has made adequate provision of utilities, including water supplies, sewerage facilities, solid waste disposal and roadways required for the development and the development will not have an unreasonable adverse effect on the existing or proposed utilities and roadways in the municipality or area served by those services provided that storm sewer grit and sediment materials removed from stormwater control structures during maintenance activities are disposed of in compliance with the Department's Solid Waste Management Rules

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- G. The activity will not unreasonably cause or increase the flooding of the alteration area or adjacent properties nor create an unreasonable flood hazard to any structure.

THEREFORE, the Department APPROVES the application of the MAINE TURNPIKE AUTHORITY to construct a new administration building and fill wetlands in the City of Portland as described above, SUBJECT TO THE FOLLOWING CONDITIONS and all applicable standards and regulations:

1. The Standard Conditions of Approval, a copy attached.
2. In addition to any specific erosion control measures described in this or previous orders, the applicant shall take all necessary actions to ensure that its activities or those of its agents do not result in noticeable erosion of soils or fugitive dust emissions on the site during the construction and operation 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. The applicant or other responsible party shall, within three months of the expiration of each five-year interval from the date of this Order, submit a report certifying that the items listed in Department Rules, Chapter 500, Appendix B(4) have been completed in accordance with the approved plans.
5. The design engineer or other qualified individual shall oversee construction of the two underdrained soil filter detention basins and, the applicant, prior to occupancy of the structure, shall submit a letter to the Department stating that the stormwater system was installed in accordance with the approved plans.
6. Storm sewer grit and sediment materials removed from stormwater control structures during maintenance activities shall be disposed of in compliance with the Department's Solid Waste Management Rules.
7. If a rock crusher is being utilized on site, the applicant shall insure that the crusher is licensed by the Department's Bureau of Air Quality and is being operated in accordance with that license.

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- 8. Prior to occupancy, the applicant shall complete the stormwater management system measures to treat flows from the adjacent existing Maine Turnpike Authority park and ride lot in accordance with the requirements of the Chapter 500 Urban Impaired Stream Standard.

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.

DONE AND DATED AT AUGUSTA, MAINE, THIS 24TH DAY OF AUGUST, 2007.

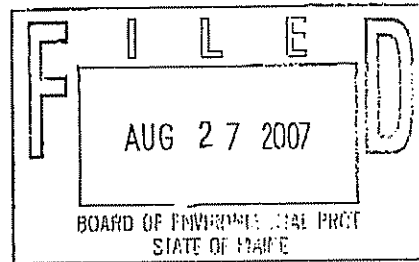
DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: 
 DAVID P. LITTELL, COMMISSIONER

PLEASE NOTE THE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES

Date of initial receipt of application February 13, 2007
 Date of application acceptance March 1, 2007

Date filed with Board of Environmental Protection
 WB/ATS#64590&64591/L23537ANBN



SITE LOCATION OF DEVELOPMENT (SITE)
STANDARD CONDITIONS

**STRICT CONFORMANCE WITH THE STANDARD AND SPECIAL CONDITIONS OF THIS APPROVAL
IS NECESSARY FOR THE PROJECT TO MEET THE STATUTORY CRITERIA FOR APPROVAL.**

1. This approval is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the applicant. Any variation from the plans, proposals and supporting documents is subject to the review and approval of the Board prior to implementation. Further subdivision of proposed lots by the applicant or future owners is specifically prohibited, without prior approval by the Board of Environmental Protection, and the applicant shall include deed restrictions to this effect.
2. The applicant shall secure and comply with all applicable Federal, State and local licenses, permits, authorizations, conditions, agreements, and orders, prior to or during construction and operation as appropriate.
3. The applicant shall submit all reports and information requested by the Board or Department demonstrating that the applicant has complied or will comply with all conditions of this approval. All preconstruction terms and conditions must be met before construction begins.
4. Advertising relating to matters included in this application shall refer to this approval only if it notes that the approval has been granted WITH CONDITIONS, and indicates where copies of those conditions may be obtained.
5. Unless otherwise provided in this approval, the applicant shall not sell, lease, assign or otherwise transfer the development or any portion thereof without prior written approval of the Board where the purpose or consequence of the transfer is to transfer any of the obligations of the developer as incorporated in this approval. Such approval shall be granted only if the applicant or transferee demonstrates to the Board that the transferee has the technical capacity and financial ability to comply with conditions of this approval and the proposals and plans contained in the application and supporting documents submitted by the applicant.
6. If the construction or operation of the activity is not begun within two years, this approval shall lapse and the applicant shall reapply to the Board for a new approval. The applicant may not begin construction or operation of the development until a new approval is granted. Reapplications for approval shall state the reasons why the development was not begun within two years from the granting of the initial approval and the reasons why the applicant will be able to begin the activity within two years from the granting of a new approval, if granted. Reapplications for approval may include information submitted in the initial application by reference.
7. If the approved development is not completed within five years from the date of the granting of approval, the Board may reexamine its approval and impose additional terms or conditions or prescribe other necessary corrective action to respond to significant changes in circumstances which may have occurred during the five-year period.
8. A copy of this approval must be included in or attached to all contract bid specifications for the development.
9. Work done by a contractor pursuant to this approval shall not begin before the contractor has been shown by the developer a copy of this approval.

(2/81)/Revised November 1, 1979

DEPLW 148



NATURAL RESOURCE PROTECTION ACT (NRPA) STANDARD CONDITIONS

THE FOLLOWING STANDARD CONDITIONS SHALL APPLY TO ALL PERMITS GRANTED UNDER THE NATURAL RESOURCE PROTECTION ACT, TITLE 38, M.R.S.A. SECTION 480-A ET.SEQ. UNLESS OTHERWISE SPECIFICALLY STATED IN THE PERMIT.

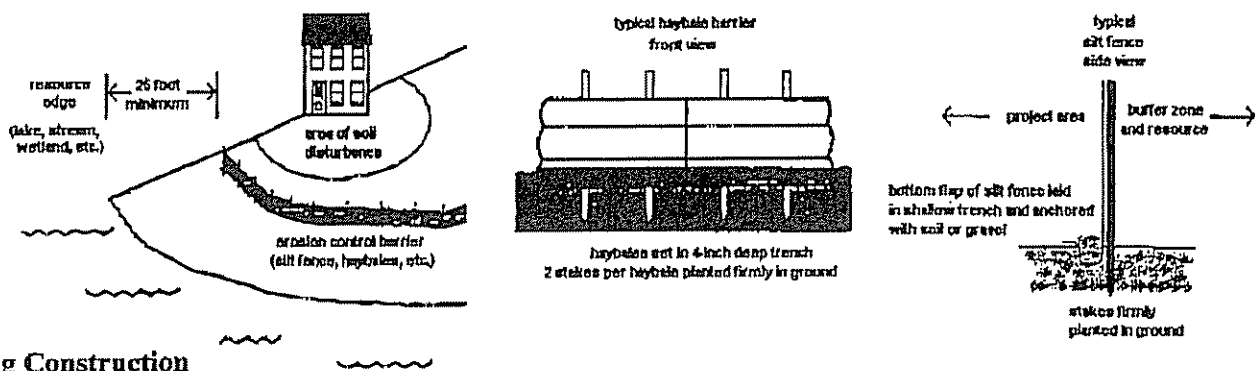
- A. **Approval of Variations From Plans.** The granting of this permit is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the applicant. Any variation from these plans, proposals, and supporting documents is subject to review and approval prior to implementation.
- B. **Compliance With All Applicable Laws.** The applicant shall secure and comply with all applicable federal, state, and local licenses, permits, authorizations, conditions, agreements, and orders prior to or during construction and operation, as appropriate.
- C. **Erosion Control.** The applicant shall take all necessary measures to ensure that his activities or those of his agents do not result in measurable erosion of soils on the site during the construction and operation of the project covered by this Approval.
- D. **Compliance With Conditions.** Should the project be found, at any time, not to be in compliance with any of the Conditions of this Approval, or should the applicant construct or operate this development in any way other the specified in the Application or Supporting Documents, as modified by the Conditions of this Approval, then the terms of this Approval shall be considered to have been violated.
- E. **Initiation of Activity Within Two Years.** If construction or operation of the activity is not begun within two years, this permit shall lapse and the applicant shall reapply to the Board for a new permit. The applicant may not begin construction or operation of the activity until a new permit is granted. Reapplications for permits shall state the reasons why the applicant will be able to begin the activity within two years form the granting of a new permit, if so granted. Reapplications for permits may include information submitted in the initial application by reference.
- F. **Reexamination After Five Years.** If the approved activity is not completed within five years from the date of the granting of a permit, the Board may reexamine its permit approval and impose additional terms or conditions to respond to significant changes in circumstances which may have occurred during the five-year period.
- G. **No Construction Equipment Below High Water.** No construction equipment used in the undertaking of an approved activity is allowed below the mean high water line unless otherwise specified by this permit.
- H. **Permit Included In Contract Bids.** A copy of this permit must be included in or attached to all contract bid specifications for the approved activity.
- I. **Permit Shown To Contractor.** Work done by a contractor pursuant to this permit shall not begin before the contractor has been shown by the applicant a copy of this permit.



Erosion Control

Before Construction

1. If you have hired a contractor, make sure you have discussed your permit with them. Talk about what measures they plan to take to control erosion. Everybody involved should understand what the resource is and where it is located. Most people could identify the edge of a lake or a river. The edges of wetlands, however, are often not obvious. Your contractor may be the person actually pushing dirt around but you are both responsible for complying with the permit.
2. Call around and find sources for your erosion controls. You will probably need silt fence, hay bales and grass seed or conservation mix. Some good places to check are feed stores, hardware stores, landscapers and contractor supply houses. It is not always easy to find hay or straw during late winter and early spring. It may also be more expensive during those times of year. Plan ahead. Purchase a supply early and keep it under a tarp.
3. Before any soil is disturbed, make sure an erosion control barrier has been installed. The barrier can be either a silt fence, a row of staked hay bales, or both. Use the drawings below as a guide for correct installation and placement. The barrier should be placed as close as possible to the activity.
4. If a contractor is installing the barrier, double check it as a precaution. Erosion control barriers should be installed "on the contour", meaning at the same level along the land slope, whenever possible. This keeps stormwater from flowing to the lowest point of the barrier where it builds up and overflows or destroys it.



During Construction

1. Use lots of hay or straw mulch on disturbed soil. The idea behind mulch is to prevent rain from striking the soil directly. It is the force of raindrops striking the soil that causes a lot of erosion. More than 90% of erosion is prevented by keeping the soil covered.
2. Inspect your erosion control barriers frequently. This is especially important after a rainfall. If there is muddy water leaving the project site, then your erosion controls are not working as intended. In that situation, stop work and figure out what can be done to prevent more soil from getting past the barrier.

After Construction

1. After the project is complete, replant the area. All ground covers are not equal. For instance, a mix of creeping red fescue and Kentucky bluegrass is a good choice for lawns and other high maintenance areas. The same mix would not be a good choice for stabilizing a road shoulder or a cut bank that you don't intend to mow.
2. If you finish your project after September 15, then do not spread grass seed. There is a very good chance that the seed will germinate and be killed by a frost before it has a chance to become established. Instead, mulch the site with a thick layer of hay or straw. In the spring, rake off the mulch and seed the area. Don't forget to mulch again to hold in moisture and prevent the seed from washing away.
3. Keep your erosion control barrier up and maintained until the area is permanently stabilized.



DEP INFORMATION SHEET

Appealing a Commissioner's Licensing Decision

Dated: May 2004

Contact: (207) 287-2811

SUMMARY

There are two methods available to an aggrieved person seeking to appeal a licensing decision made by the Department of Environmental Protection's (DEP) Commissioner: (1) in an administrative process before the Board of Environmental Protection (Board); or (2) in a judicial process before Maine's Superior Court. This INFORMATION SHEET, in conjunction with consulting statutory and regulatory provisions referred to herein, can help aggrieved persons with understanding their rights and obligations in filing an administrative or judicial appeal.

I. ADMINISTRATIVE APPEALS TO THE BOARD

LEGAL REFERENCES

DEP's *General Laws*, 38 M.R.S.A. § 341-D(4), and its *Rules Concerning the Processing of Applications and Other Administrative Matters* (Chapter 2), 06-096 CMR 2.24 (April 1, 2003).

HOW LONG YOU HAVE TO SUBMIT AN APPEAL TO THE BOARD

The Board must receive a written notice of appeal within 30 calendar days of the date on which the Commissioner's decision was filed with the Board. Appeals filed after 30 calendar days will be rejected.

HOW TO SUBMIT AN APPEAL TO THE BOARD

Signed original appeal documents must be sent to: Chair, Board of Environmental Protection, c/o Department of Environmental Protection, 17 State House Station, Augusta, ME 04333-0017; faxes are acceptable for purposes of meeting the deadline when followed by receipt of mailed original documents within five (5) working days. Receipt on a particular day must be by 5:00 PM at DEP's offices in Augusta; materials received after 5:00 PM are not considered received until the following day. The person appealing a licensing decision must also send the DEP's Commissioner and the applicant a copy of the documents. All the information listed in the next section must be submitted at the time the appeal is filed. Only the extraordinary circumstances described at the end of that section will justify evidence not in the DEP's record at the time of decision being added to the record for consideration by the Board as part of an appeal.

WHAT YOUR APPEAL PAPERWORK MUST CONTAIN

The materials constituting an appeal must contain the following information at the time submitted:

1. *Aggrieved Status.* Standing to maintain an appeal requires the appellant to show they are particularly injured by the Commissioner's decision.
2. *The findings, conclusions or conditions objected to or believed to be in error.* Specific references and facts regarding the appellant's issues with the decision must be provided in the notice of appeal.
3. *The basis of the objections or challenge.* If possible, specific regulations, statutes or other facts should be referenced. This may include citing omissions of relevant requirements, and errors believed to have been made in interpretations, conclusions, and relevant requirements.
4. *The remedy sought.* This can range from reversal of the Commissioner's decision on the license or permit to changes in specific permit conditions.

5. *All the matters to be contested.* The Board will limit its consideration to those arguments specifically raised in the written notice of appeal.
6. *Request for hearing.* The Board will hear presentations on appeals at its regularly scheduled meetings, unless a public hearing is requested and granted. A request for public hearing on an appeal must be filed as part of the notice of appeal.
7. *New or additional evidence to be offered.* The Board may allow new or additional evidence as part of an appeal only when the person seeking to add information to the record can show due diligence in bringing the evidence to the DEP's attention at the earliest possible time in the licensing process or show that the evidence itself is newly discovered and could not have been presented earlier in the process. Specific requirements for additional evidence are found in Chapter 2, Section 24(B)(5).

OTHER CONSIDERATIONS IN APPEALING A DECISION TO THE BOARD

1. *Be familiar with all relevant material in the DEP record.* A license file is public information made easily accessible by DEP. Upon request, the DEP will make the material available during normal working hours, provide space to review the file, and provide opportunity for photocopying materials. There is a charge for copies or copying services.
2. *Be familiar with the regulations and laws under which the application was processed, and the procedural rules governing your appeal.* DEP staff will provide this information on request and answer questions regarding applicable requirements.
3. *The filing of an appeal does not operate as a stay to any decision.* An applicant proceeding with a project pending the outcome of an appeal runs the risk of the decision being reversed or modified as a result of the appeal.

WHAT TO EXPECT ONCE YOU FILE A TIMELY APPEAL WITH THE BOARD

The Board will formally acknowledge initiation of the appeals procedure, including the name of the DEP project manager assigned to the specific appeal, within 15 days of receiving a timely filing. The notice of appeal, all materials accepted by the Board Chair as additional evidence, and any materials submitted in response to the appeal will be sent to Board members along with a briefing and recommendation from DEP staff. Parties filing appeals and interested persons are notified in advance of the final date set for Board consideration of an appeal or request for public hearing. With or without holding a public hearing, the Board may affirm, amend, or reverse a Commissioner decision. The Board will notify parties to an appeal and interested persons of its decision.

II. APPEALS TO MAINE SUPERIOR COURT

Maine law allows aggrieved persons to appeal final Commissioner licensing decisions to Maine's Superior Court, see 38 M.R.S.A. § 346(1); 06-096 CMR 2.26; 5 M.R.S.A. § 11001; & MRCivP 80C. Parties to the licensing decision must file a petition for review within 30 days after receipt of notice of the Commissioner's written decision. A petition for review by any other person aggrieved must be filed within 40-days from the date the written decision is rendered. The laws cited in this paragraph and other legal procedures govern the contents and processing of a Superior Court appeal.

ADDITIONAL INFORMATION

If you have questions or need additional information on the appeal process, contact the DEP's Director of Procedures and Enforcement at (207) 287-2811.

Note: The DEP provides this INFORMATION SHEET for general guidance only; it is not intended for use as a legal reference. Maine law governs an appellant's rights.
