Town of York
186 York Street
York, Maine 03909-1314

Town Manager/
Selectmen
(207)363-1000

Town Clerk/
Tax Collector
(207)363-1003

Finance/
Treasurer
(207)363-1004

Code Enforcement
(207)363-1002

Planning
(207)363-1007

Assessor
(207)363-1005

Police Department
(207)363-1031

Dispatch
(207)363-2557

York Beach Fire
Department
(207)363-1014

York Village Fire
Department
(207)363-1015

Public Works
(207)363-1011

Harbor Master
(207)363-1000

Senior Center/
General Assistance
(207)363-1036

Parks and
Recreation
(207)363-1040

Fax
(207)363-1009
(207)363-1019

www.yorkmaine.org

BOARD OF SELECTMEN'S
WORK SESSION AGENDA
7:00PM MONDAY, JUNE 3rd, 2013
YORK LIBRARY

Call to Order

I. Work Session on Police Station Project

Possible Topics of Discussion

a. Finalization of Horn Purchase and Sale
b. Police Station and the Comprehensive Plan
c. Route One Intersection
d. Cragin Transaction and Associated Costs; Including Sewer
e. Stantec's Restoration Proposal
f. Survey and Monumentation
g. Animal Feces Stockpile
h. Other

II. Other Business

III. Citizens' Forum

Adjourn

a. Finalization of Horn Purchase and Sale

PURCHASE AND SALE AGREEMENT

1. **PARTIES**: This Agreement is made between the Town of York, Maine ("Buyer"), and Samuel Horn, Dewey Horn, and Harry Horn (collectively "Seller").

2. **DESCRIPTION, EASEMENTS**: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy a parcel of land consisting of that portion of the Seller's property situated in the Town of York, County of York, and State of Maine, located at 414 Ridge Road in York Beach that is located to the North and East of the southwesterly sideline of a proposed public road as depicted on a plan conceptual prepared for the Buyer by SMRT, a copy of which plan is attached hereto as Exhibit A and incorporated herein by reference, and to be further developed in due course. The Seller shall retain an easement for ingress and egress and for installation of utility services in a strip of land 50 feet in width abutting the northeasterly side of the dividing line. The premises shall be conveyed together with any and all appurtenant rights and easements, in common with the land retained by the Seller.

3. **DIVIDING LINE**: As soon as possible after closing, the Seller shall obtain a survey to establish a legally sufficient description of the southwesterly sideline of the proposed road as it crosses the land of the Seller. Upon receipt and approval of the survey, the parties will enter into a boundary line agreement containing a survey description of said boundary, to be recorded in the York County Registry of Deeds. The agreement contained in this paragraph will survive the closing.

4. **ESTABLISHMENT OF PUBLIC ROAD**: The Buyer agrees that it is entering into this agreement for the purpose in part of acquiring land to establish a public road connecting Ridge Road to U.S. Route One. In the event that the actual location of any portion of the public way as constructed is different from its location as depicted on Exhibit A, the Buyer agrees to re-convey to the Seller, without any payment or other compensation by the Seller to the Buyer, all land necessary to move the boundary between the Buyer's land and the Seller's land to the southwesterly sideline of the way. This obligation of the Buyer to make such conveyances as may be necessary to keep the boundary coextensive with the southwesterly sideline of the public way is an ongoing obligation which shall survive the closing and shall not merge with the deed at the time of conveyance.

5. **PURCHASE PRICE**: For such deed and conveyance, Buyer agrees to pay the total purchase price of $1,000,000.00 to be paid at closing by a certified or cashier's check upon delivery of the Deed. Buyer may, at its option, deliver the purchase price to the firm of Jensen, Baird, Gardner & Henry as Escrow Agent for the Seller, and beyond and after such delivery, Buyer shall have no liability or responsibility for the subsequent deliver or division of the purchase price by and among Samuel Horn, Dewey Horn, and Harry Horn or their creditors. The Maine real estate transfer tax shall be paid by Seller and Buyer in accordance with 36 M.R.S.A.§ 4641-A. A portion of the purchase price shall be withheld at the closing by Buyer if required by

Cobbee, Vickers

36 M.R.S.A. §5250-A. The recording fee for the deed of conveyance will be paid by Buyer. Buyer may pay lien creditors directly with a portion of the purchase price at closing, as necessary in Buyer's reasonable opinion to remove such liens on the property.

6. **TITLE AND CLOSING**: A deed, conveying good and marketable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on or before June 1, 2010 ("closing date"). If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period, provided that Seller shall not be obligated to incur any expense other than reasonable attorney's fees and recording fees. If, at the later of the closing date set forth above, or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect, or this Agreement shall become null and void, in which case the parties shall be relieved of any further obligations hereunder, and any earnest money shall be returned to the Buyer.

7. **DEED**: The property shall be conveyed by a quitclaim deed with covenant, and shall be free and clear of encumbrances except covenants, conditions, easements, and restrictions of record which do not materially and adversely affect the anticipated use of the property.

8. **POSSESSION, OCCUPANCY, AND CONDITION**: Unless otherwise agreed in writing, except as provided below possession and occupancy of premises, free of tenants and occupants, shall be given to Buyer immediately at closing. Said premises shall be in substantially the same condition as at present. No mining or tree cutting shall occur on the property after April 1, 2010 and prior to closing. Buyer shall have the right to view the property within 24 hours prior to closing. Notwithstanding any another provision of this Agreement, Seller may, prior to closing, lease a portion of the premises to York Wild Kingdom for a term ending no later than October 1, 2010. If such a lease exists at time of closing, the Buyer will accept the premises subject to such lease and rent shall be prorated as provided below.

9. **RISK OF LOSS, DAMAGE AND LIABILITY**: Prior to closing, risk of loss or damage to property shall be assumed solely by the Seller. Seller is responsible for any insurance policies and risks prior to closing. If the premises is significantly damaged or changed prior to closing, Buyer may terminate this Agreement and be refunded the earnest money, or close this transaction and accept the premises "as-is".

10. **PRORATION**: By signing hereunder, the Buyer agrees to pay or abate fully the property taxes associated with the entire 414 Ridge Road parcel for the period July 1, 2009 through June 30, 2010, regardless of whether the conveyance contemplated in

this Agreement occurs. The rent paid by the York Wild Kingdom for the parking area located on the 414 Ridge Road parcel for the 5-month period May 1, 2010 through October 1, 2010 shall be prorated at the time of closing.

11. **DEFAULT**: In the event of default by the Buyer, the Seller shall have the right to terminate this Agreement, and the earnest money deposit paid by the Buyer shall be paid to the Seller as liquidated damages. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. The Escrow Agent has the option to require written releases from all parties prior to disbursing the earnest money to either Buyer or Seller.

12. **PRIOR STATEMENTS**: Any representation, statements or agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

13. **HEIRS/ASSIGNS**: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

14. **COUNTERPARTS**: This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect as if the signatures were on one instrument. Original, faxed or electronically transmitted copies of signatures are binding.

15. **EFFECTIVE DATE/NOTICE**: Any notice, communication of document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party with a copy to their attorney, in the case of Seller to David Jones, Esq. of Jensen, Baird, Gardner & Henry, and in the case of Buyer, Durward W. Parkinson, Esq., of Bergen & Parkinson, by FEDEX or by registered, certified U.S. Mail. This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated which shall be the Effective Date. Unless agreed in writing to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at midnight following such date. Time is of the essence.

16. **CONFIDENTIALITY**: Buyer and Seller authorize the disclosure of the information herein to the attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the closing statement to release a copy of the closing statement to the parties and their attornies prior to, and after the closing.

17. **BROKERAGE**. Seller and Buyer represent and warrant to each other that neither party has engaged the services of any real estate broker with respect to this

transaction. Seller is responsible for the payment of all fees and commissions due any real estate brokers with respect to this transaction. Seller and Buyer agree to indemnify and hold the harmless each other from any and all claims made if their respective warranties and representations regarding brokers are not true.

A copy of this Agreement is to be received by all parties and by signature, receipt of a copy is hereby acknowledged. This is a Maine contract and shall be construed according to the laws of Maine.

Buyer:

Town of York, Maine
186 York, Street
York, ME 03909

Robert M. Yandow 5.28.10
Robert Yandow, Town Manager — Date
as authorized by the York Board of Selectmen

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth.

Seller:

Samuel Horn
370 Ridge Rd.
York Beach, ME 03910

Samuel Horn 05/28/2010
Signature — Date

Dewey Horn
55 Rogers Rd.
York Beach, ME 03910

Dewey R. Horn 5/28/2010
Signature — Date

Harry Horn
102 S. Sheridan Ave
Deland, FL 32721

Samuel M. Yandow, Attorney-in-Fact 05/28/2010
Signature — Date

b. Police Station and the Comprehensive Plan

6. The Town of York Planning Board has adopted Zoning Ordinance standards that require applicants for new projects to construct roads, drainage and other infrastructure to minimum Town standards. Town voters have also adopted a Road Ordinance that establishes minimum construction standards for a road to be considered for public acceptance. These approaches are important tools the Town can use to avoid capital facility expenditures for new projects. No public expenditure needed for facility construction.

7. The Town of York should encourage and on occasion require the creation of a capital improvement district to enable the construction of needed infrastructure - roads, drainage, sidewalks and similar facilities - in an existing densely developed area that lacks needed facilities. The cost of the improvements would be paid by annual assessments on all property owners in the area in which the facility is constructed. The Nubble, Long Sands Beach and Ridge Road area are prime candidate sites to be established as improvement districts. The Town may want to commit a limited amount of public funds to assist in the construction of improvements in selected areas, such as drainage along Long Sands Beach.

PUBLIC SAFETY

Public safety includes the police, fire and rescue squads operated by the Town of York. The Town has two separate fire departments, the York Beach Fire Department and York Village Fire Department and each relies on separate paid firefighters and volunteer members. The York Volunteer Ambulance Association is an independent organization that is privately funded, but the Association coordinates its activities with York's public safety personnel.

1. The Town should regularly replace the vehicle fleet used by the police department to ensure all vehicles are in good operating condition. The Town annually spends $60,000-$80,000 to replace aging vehicles.

2. The Town, in 1994, conducted a municipal facilities study. The study recommended the Town construct a new public safety complex - fire, police and ambulance facility - as a high priority. The existing police station is located in a former school that was not designed to serve as a public safety facility, and the police share this inadequate facility with the York Senior Center. The Town has frequently updated this facility, but it simply lacks appropriate space and lay-out to well serve its intended purpose. A new police - public safety facility is needed within the next 3-8 years. The estimated cost of new public safety complex is $2,000,000+. The Town will likely need to bond this expenditure. The new complex should be more centrally located than the current facility in York Beach. The Police, however, should always retain a satellite facility in the York Beach area to deliver services during the summer tourism season.

3. The Town, in 1997 and 1998, committed needed funds to upgrade the police dispatch service system. The Town should commit future monies that may be needed to ensure the system technology remains current and meets the needs of York's citizenry. No cost estimate available.

4. The Town, in 1995, conducted a study to identify how best to deliver fire protection and emergency services. Construction of a new facility at a more central location to either replace both existing Fire Stations or only the York Village Fire Station was recommended as a high priority. The Town should likely retain the existing Beach Village Fire Station, but abandon and relocate the existing York Village Fire Station. The new Fire Station should be part of a public safety complex (reference 2 above) or at least provide facilities for the Ambulance Association. The proposed location is on Route One, between Route 91 and Nason Road. A potential cost estimate (fire & ambulance only) is $900,000-$1,200,000. Partial funding could be obtained from the sale of the existing

during the review of new subdivisions and require the applicant to construct appropriate improvements. Pedestrian facilities work best if they are incorporated into the original project design. Sidewalks are most appropriate for areas in the proposed Residential and Village Center zones, while pedestrian paths may be more appropriate for subdivisions in the proposed Rural zones.

IMMEDIATE PRIORITY - PLANNING BOARD TAKES LEAD ROLE

- The Town, as an element of its Five Year Capital Improvement Program, should appropriate funds to construct desired pedestrian improvements. The list of areas where residents want sidewalks likely outstrips the Town's ability to pay. The three highest priority areas are York Village Center, Woodbridge Road and Nubble Road. Other areas which merit attention include Ridge Road and Old Post Road. The Town will not pursue constructing improvements along most rural roads that may adversely impact the existing rural character. A long-term priority of the Town should be to prepare a definitive sidewalk/pedestrian master plan.

IMMEDIATE TO LONG-TERM PRIORITY - SELECTMEN TAKE LEAD ROLE

- The Town should explore the use of existing paths and off-road areas to support pedestrian and bicycle activities. Town voters appropriated funds in both 1997 and 1998 to upgrade Fisherman's Walk, and significant additional funds will be needed to complete this project. Other opportunities include paths along the abandoned railroad right-of-way and through Water District lands near Mt. Agamenticus. This is likely an expensive proposition.

IMMEDIATE PRIORITY FOR FISHERMAN'S WALK & LONG TERM PRIORITY FOR OTHER AREAS - SELECTMEN TAKE LEAD ROLE

2.4.7 The Town should explore alternative approaches to aid in directing traffic to York's beaches. This includes pursuit of a public access road through land owned by the York Wild Animal Kingdom. It also includes better signage directing traffic to the beach and implementation of a pilot off-site beach parking program.

MID-TERM to LONG-TERM PRIORITY - SELECTMEN & PUBLIC WORKS TAKE LEAD ROLE

2.4.8 The Town should cooperatively work with the Maine Department of Transportation (MDOT) to prepare a long-term plan for road improvements to the Route One corridor. The Town discussed lay-out options for Route 1 during the Planning Board's Route 1 Planning Process in 1995-1996. The Town is now informally working with MDOT to address some issues, but a more definitive plan is needed to ensure future improvements are well coordinated. The lay-out of Route 1 has been a significant local issue in 1997 and 1998 because of several major development projects, including the Hannaford Brothers grocery store, the Whippoorwill Subdivision, the proposed York Crossing retail center, and the relocation of Stonewall Kitchens to the Town Route One parcel. Additional improvements are needed to Route One to address increasing traffic volumes and more right-left turn traffic. Many of the recommended improvements could be funded by developers as specific projects are approved. If MDOT assistance is unavailable, the Town should consider engaging the services of a consultant to perform a traffic management plan.

IMMEDIATE PRIORITY - PLANNING BOARD & PUBLIC WORKS TAKE LEAD ROLE

TOWN GOAL 2.5: Promote a Town government structure that effectively addresses the needs of York's citizens.

2.5.1 York voters, in 1991, adopted a Home Rule Charter that significantly changed the open Town Meeting form of government the Town had used for centuries to conduct municipal business. In 2002, ten years post adoption and implementation of the current Charter, the Town should establish an ad-hoc Committee to assess the effectiveness of the

d. Cragin Transaction and Associated Costs; Including Sewer

LAND SWAP AGREEMENT

1. PARTIES. This Land Swap Agreement (this "Agreement") is entered into as of the ___ day of _____, 2013 by and between PATRICK J. CRAGIN, TRUSTEE OF THE PATRICK J. CRAGIN LIVING REVOCABLE TRUST OF 2007 u/a/t dated February 21, 2007, whose mailing address is P.O. Box 250, Dover, New Hampshire 03820 (the "Trustee"), and THE INHABITANTS OF THE TOWN OF YORK, a body corporate and politic located in York, York County, Maine, whose mailing address is 186 York Street, York, Maine 03909 (the "Town").

2. TRANSACTION. Subject to the terms and conditions of this Agreement, at the Closing, as hereinafter defined, the Trustee agrees to convey to the Town the real estate located on the northerly side of Ridge Road in York, York County, Maine, described in Schedule A attached hereto and made a part hereof (the "Trustee Property"), the Trustee Property being a portion of the premises described in a deed from Patrick Cragin, a/k/a Patrick J. Cragin, a/k/a Patrick J. Cragin, Jr., to the Trustee dated February 21, 2007, and recorded in the York County Registry of Deeds in Book 15173, Page 402, and the Town agrees to convey to the Trustee the real estate located northerly of but not adjacent to Ridge Road in York, York County, Maine, described in Schedule B attached hereto and made a part hereof (the "Town Property"), the Town Property being a portion of the premises described in a deed from Dewey Roger Horn, Harry H. Horn and Samuel Horn to the Town dated May 28, 2010, and recorded in the York County Registry of Deeds in Book 15871, Page 326. The Trustee Property and the Town Property may be referred to herein collectively as the "Properties."

For the purpose of this Agreement, the Trustee Property and the Town Property are each valued at Twenty Two Thousand Four Hundred Dollars ($22,400.00) and Twenty Three Thousand Two Hundred Dollars ($23,200.00), respectively, such that no cash consideration shall pass between the parties at the Closing (other than any adjustment for real estate tax prorations).

3. DEEDS. The Properties shall be conveyed by good and sufficient quitclaim deeds in accordance with the Maine Short Form Deeds Act, 33 M.R.S.A. §761, *et seq.*, which deeds shall convey good and clear record and marketable title thereto in accordance with the Maine Title Standards, free from all liens and encumbrances.

4. TIME FOR PERFORMANCE/DELIVERY OF DEEDS. The deeds are to be delivered and the consideration paid on the ninetieth (90th) day following notice from the Town to the Trustee that (a) the Town has received all necessary approvals for the transaction contemplated by this Agreement from the Selectmen of the Town and, as required, from the voters of the Town at an election duly held for such purpose, and (b) the Town has received all necessary permits, approvals and any required zoning variances, modifications or revisions under applicable local, state and federal laws, ordinances and regulations in order to permit the Town's development of a new public safety facility on the Town's abutting land with all appeal periods relating thereto having expired without any appeals having been filed or, if filed, having been resolved in favor of the Town, provided that in the event said ninetieth (90th) day falls on a Saturday, Sunday or legal holiday in Maine, then on the first (1st) business day thereafter, at

11:00 a.m. at the offices of the Town's attorneys, Drummond Woodsum, 84 Marginal Way, Suite 600, Portland, Maine, unless otherwise mutually agreed (the "Closing").

5. CLOSING DOCUMENTS. At the Closing, and in addition to any other documents referred to in this Agreement to be delivered at the Closing, the parties shall execute, acknowledge as necessary and deliver the following documents and such other documents as may reasonably be required to complete the transaction contemplated herein:

(a) Transfer Documents. The Trustee and the Town shall each execute, acknowledge and deliver a quitclaim deed and a Real Estate Transfer Tax Declaration of Value;

(b) Title Affidavits. The Trustee and the Town shall deliver such customary certificates, affidavits or indemnity agreements as the title insurance company issuing the title insurance policies, if any, to the Trustee and the Town on the Properties shall require in order to issue such policies and to omit therefrom all exceptions for unfiled mechanic's, materialmen's or similar liens and for parties in possession;

(c) Underground Oil Storage Tank Certification. The Trustee and the Town shall deliver a written notice, in form and substance reasonably satisfactory to the other party, which written notice shall certify either (i) that to the best of such party's knowledge, there is no underground oil storage facility located on the Property of such party, or (ii) pursuant to 38 M.R.S.A. § 563(6), if there is such a facility on such Property, that the facility exists and shall disclose its registration number or numbers, the exact location of the facility, whether or not it has been abandoned in place, and that the facility is subject to regulation by the Maine Board of Environmental Protection;

(d) Authority Documents. Such documents as shall be reasonably required to evidence the legal existence of each party and the authority of each to enter into and complete the transactions contemplated by the Agreement; and

(e) Other Customary Documents. Such other documents as are customarily delivered by sellers and buyers in the conveyance of commercial property in Maine.

6. SELECTMEN AND VOTER APPROVALS; APPROVAL OF NEW PUBLIC SAFETY FACILITY. In addition to such other conditions to closing as are set forth herein, and notwithstanding anything to the contrary set forth herein, the Town's obligations under this Agreement are conditioned upon (a) the Town receiving all necessary approvals for the transaction contemplated by this Agreement from the Selectmen of the Town and, as required, from the voters of the Town at an election duly held for such purpose, and (b) the Town receiving all necessary permits, approvals and any required zoning variances, modifications or revisions under applicable local, state and federal laws, ordinances and regulations in order to permit the Town's development of a new public safety facility on the Town's abutting land with all appeal periods relating thereto having expired without any appeals having been filed or, if filed, having been resolved in favor of the Town. In the event the Town is unable to obtain all

such approvals, the Town shall have the right to terminate this Agreement by giving Seller written notice of Buyer's intention to do so, in which case the parties shall be relieved of all further obligations under this Agreement except for such obligations, if any, as may by their terms survive the termination of this Agreement.

7. POSSESSION AND CONDITION OF PROPERTIES. Full possession of the Properties free of all tenants and occupants is to be delivered at the Closing.

8. EXTENSION TO PERFECT TITLE OR MAKE PROPERTIES CONFORM. If either party hereto shall be unable to give title or to make conveyance, or to deliver possession of its respective Property, all as herein stipulated, or, if at the time of the Closing, the Trustee Property or the Town Property do not conform to the requirements of this Agreement, then the Trustee or the Town, as the case may be, shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make their respective Property conform to the requirements hereof, as the case may be, in which event the time for performance hereof shall be extended for a period of up to sixty (60) days.

9. FAILURE TO PERFECT TITLE OR MAKE PROPERTIES CONFORM. If at the expiration of such extended time the Trustee or the Town, as the case may be, shall have failed so to remove any defects in title, deliver possession, or make their respective Property conform, as the case may be, all as herein agreed, then all obligations of all parties hereto shall cease and this Agreement shall be void without recourse of the parties hereto.

10. PARTY'S ELECTION TO ACCEPT TITLE AND CONDITION. Each party hereto shall have the right to elect, at either the original or such extended time for performance, to accept such title to the Property in its then condition as the other party hereto can deliver and to pay therefor the same consideration as provided herein without deduction, in which case the parties shall close and shall convey such title or deliver the Properties in such condition.

11. ACCEPTANCE OF DEEDS. The acceptance of the deeds by the parties shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed or to survive the Closing.

12. PENDING CLOSING. Until Closing, risk or loss or damage to Properties shall remain on the respective owner of the Properties.

13. ADJUSTMENTS. Real estate taxes for the Properties for the then current municipal tax year shall be apportioned as of the Closing, and the net amount due to either the Trustee or the Town shall be paid in cash or cash equivalent at the Closing. Real estate transfer taxes due on the sale will be paid by the parties in accordance with Maine law.

14. ADJUSTMENT OF UNASSESSED TAXES. If the amount of said taxes referred to in the preceding paragraph is not known at the time of the Closing, they shall be apportioned on the basis of the real estate taxes assessed for the immediately preceding year.

15. BROKERAGE. The Trustee and the Town each represent and warrant to the other that no brokers, agents or consultants have been employed with respect to this transaction by either of them, and the parties agree to indemnify and hold the other harmless from any claim by any broker or agent claiming compensation in respect of this transaction, alleging an agreement with either of the parties. This agreement to indemnify and hold harmless shall survive the Closing or termination of this Agreement.

16. DEFAULT/DAMAGES. Should either party be in breach of this Agreement, the other party hereto shall be entitled to all applicable remedies at law or equity.

17. CONDITION OF PROPERTIES. Except as expressly set forth in this Agreement, the Trustee Property and the Town Property shall be conveyed AS IS, WHERE IS, with no representations or warranties of any kind or nature whatsoever, including any warranty of fitness for a particular purpose of warranty of habitability.

18. POST CLOSING OBLIGATIONS OF TOWN. Following the Closing hereunder, and in connection with, and at the time the Town proceeds with, the development of the new public safety facility on the Town's abutting land, the Town shall, at its cost and expense:

(a) Extend water and sewer lines to the southwesterly corner of the Trustee's remaining property; and

(b) Construct the parking lot and all related landscaping on the Trustee's remaining property as approved by the Planning Board on March 8, 2012 and depicted on the plan thereof by CLD Consulting Engineers entitled "TM 94, Lot 84A, Patrick J. Cragin, Trustee, Parking Lot Revisions, 416 Ridge Road, York Beach, Maine, Amended Site Plan" dated February, 2012, a reduced copy of which is attached hereto as Schedule C and made a part hereof, subject, however, to the Planning Board's confirmation of the approval such plan by the execution thereof in recordable form along with execution thereof by the York Water and Sewer Districts.

The above obligations of the Town shall survive the Closing hereunder.

19. RESTORATION OF TRUSTEE'S FORMER PARKING LOT. In the event the Town does not proceed with the transaction described herein as a result of lack of Selectmen or voter approval or lack of approvals for the Town's new public safety facility on the Town's abutting land as required hereunder, the Town shall, at its cost and expense, promptly restore the prior parking lot on the Trustee's property to its former condition and install new trees to replace those that were removed by the Town from the Trustee's property in the Spring of 2012, which obligations of the Town shall survive the termination of this Agreement.

20. MISCELLANEOUS.

(a) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

(b) Any notice relating in any way to this Agreement shall be in writing and shall be sent by (a) registered or certified mail, return receipt requested, (b) overnight delivery by a nationally recognized courier, or (c) hand delivery obtaining a receipt therefor, addressed as follows:

To the Trustee:	Patrick J. Cragin, Trustee P.O. Box 250 Dover, NH 03820
With copy to:	Jeffrey J. Clark, Esq. Clark & Howell P.O. Box 545 16A Woodbridge Road York, ME 03909
To the Town:	Robert G. Yandow, Town Manager Town of York 186 York Street York, ME 03909
With copy to:	Richard A. Shinay, Esq. Drummond Woodsum 84 Marginal Way, Suite 600 Portland, ME 04101-2480

and such notice shall be deemed delivered when so posted in the case of notice by certified mail, the next business day in the case of notice by overnight courier and the business day when delivered in the case of notice by hand delivery. Either party may, by such manner of notice, substitute persons or addresses for notice other than those listed above.

(c) All paragraph headings in this Agreement are for convenience of reference only and are of no independent legal significance.

(d) This Agreement may not be modified, waived or amended except in a writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto.

(e) Any and all prior and contemporaneous discussions, undertakings, agreements and understandings of the parties are merged in this Agreement, which alone fully and completely express their entire agreement.

(f) This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall constitute one and the same instrument. This Agreement may be transmitted between the parties by facsimile machine and signatures appearing on faxed instruments shall be treated as original signatures. Both a faxed Agreement containing either original or faxed signatures of all parties, and multiple counterparts of the same Agreement each containing separate original or faxed signatures of the parties, shall be binding on them.

(g) It is expressly understood and agreed that time is of the essence in respect of this Agreement.

(h) If any term or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which this Agreement is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(i) This Agreement shall be governed by and construed and enforced in accordance with the laws in effect in the State of Maine.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

WITNESS:

Patrick J Cragin By Mary Ann Menc
Patrick J. Cragin, Trustee as aforesaid P of A

THE INHABITANTS OF THE TOWN OF YORK

By:_____
Robert G. Yandow, Town Manager

Schedule A

(Trustee Property)

A certain lot or parcel of land, with any buildings thereon, located on the northerly side of Ridge Road in the Town of York, County of York and State of Maine, more particularly bounded and described as follows:

Beginning at a 1" iron pipe found 0.6" above grade on the northerly side of Ridge Road at the southerly corner of the parcel of land herein conveyed;

Thence N 51° 53' 36" E a distance of one hundred forty-three and thirty-one hundredths (143.31) feet to a 1" iron pipe found 0.5" above grade;

Thence N 29° 57' 15" W a distance of forty-seven and nine hundredths (47.09) feet to an point in an existing stone wall (5/8" iron rod with cap to be set);

Thence N 33° 52' 07" E along an existing stone wall a distance of twenty-six and ten hundredths (26.10) feet to a point;

Thence N 39° 18' 33" E continuing along an existing stone wall a distance of forty-one and thirty-six hundredths (41.36) feet to a point at land now or formerly of the Town of York (15871/326);

Thence S 50° 14' 47" E a distance of one hundred fourteen and seven hundredths (114.07) feet to a point (5/8" iron rod with cap to be set);

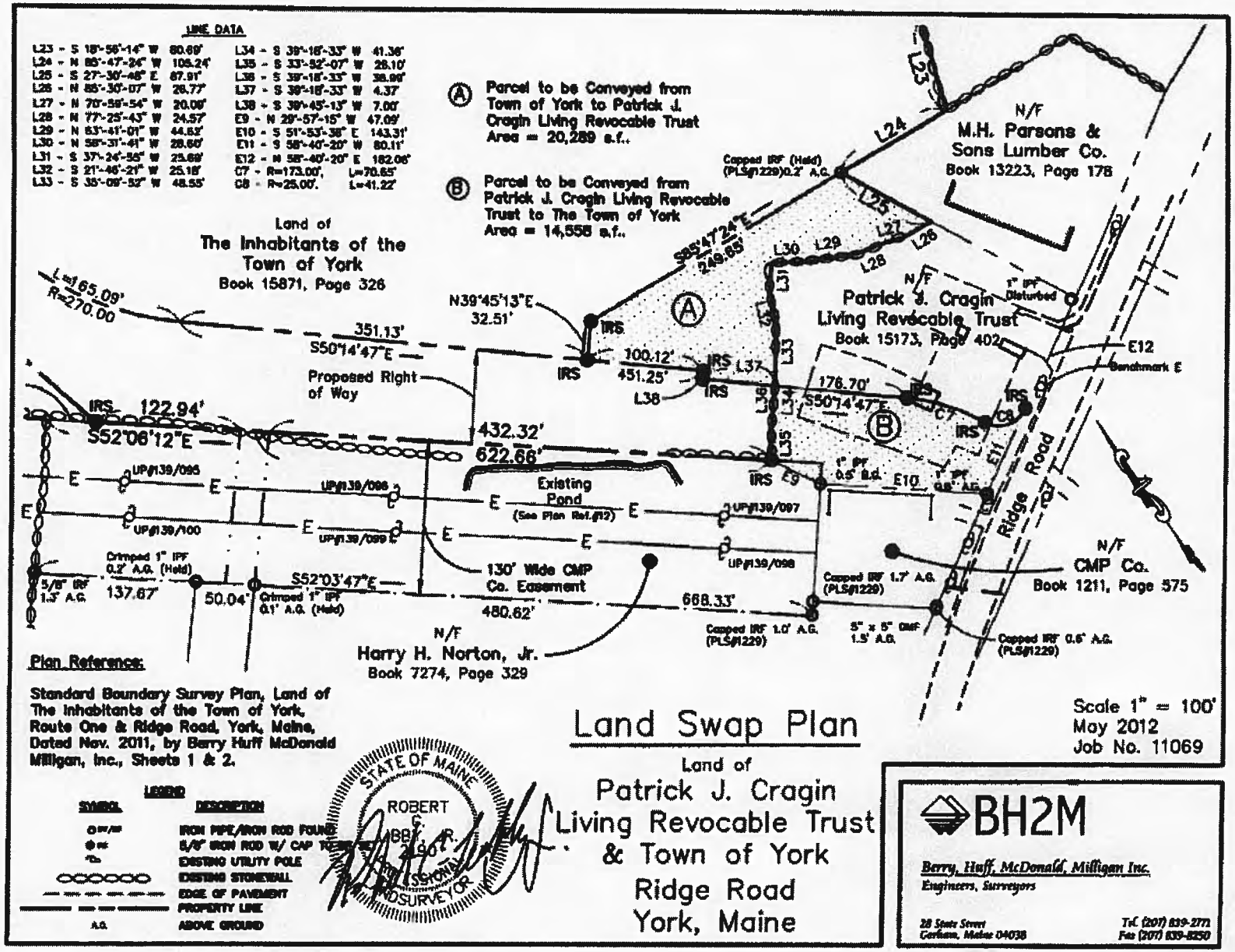
Thence on a curve to the right with a radius of one hundred seventy-three (173.00) feet and an arc length of seventy and sixty-five hundredths (70.65) feet to a point (5/8" iron rod with cap to be set);

Thence on a curve to the left with a radius of twenty-five (25) feet and an arc length of forty-one and twenty-two hundredths (41.22) feet to the northerly sideline of Ridge Road (5/8" iron rod with cap to be set);

Thence S 58° 40' 20" W along said Ridge Road a distance of eighty and eleven hundredths (80.11) feet to a 1" iron rod found and the point of beginning.

The above-described parcel of land is depicted as Parcel B on a plan entitled "Land Swap Plan, Land of Patrick J. Cragin Living Revocable Trust & Town of York, Ridge Road, York, Maine" dated May, 2012 by BH2M and attached hereto as Exhibit B.

EXHIBIT B


LINE DATA
L23 - S 18°-56'-14" W 80.69'
L24 - N 85°-47'-24" W 105.24'
L25 - S 27°-30'-48" E 87.91'
L26 - N 85°-30'-07" W 26.77'
L27 - N 70°-59'-54" W 20.09'
L28 - N 77°-25'-43" W 24.57'
L29 - N 63°-41'-01" W 44.62'
L30 - N 58°-31'-41" W 28.60'
L31 - S 37°-24'-55" W 25.69'
L32 - S 21°-46'-21" W 25.18'
L33 - S 35°-09'-52" W 48.55'
L34 - S 39°-18'-33" W 41.36'
L35 - S 33°-52'-07" W 26.10'
L36 - S 39°-18'-33" W 38.99'
L37 - S 39°-18'-33" W 4.37'
L38 - S 39°-45'-13" W 7.00'
E9 - N 29°-57'-15" W 47.09'
E10 - S 51°-53'-38" E 143.31'
E11 - S 58°-40'-20" W 80.11'
E12 - N 58°-40'-20" E 182.06'
C7 - R=173.00', L=70.65'
C8 - R=25.00', L=41.22'
Ⓐ Parcel to be Conveyed from Town of York to Patrick J. Cragin Living Revocable Trust Area = 20,289 s.f..
Ⓑ Parcel to be Conveyed from Patrick J. Cragin Living Revocable Trust to The Town of York Area = 14,558 s.f..
Land of The Inhabitants of the Town of York Book 15871, Page 326
N/F M.H. Parsons & Sons Lumber Co. Book 13223, Page 178
N/F Patrick J. Cragin Living Revocable Trust Book 15173, Page 402
N/F CMP Co. Book 1211, Page 575
N/F Harry H. Norton, Jr. Book 7274, Page 329
L=165.09' R=270.00
351.13' S50°14'47"E
Proposed Right of Way
N39°45'13"E 32.51'
S85°47'24"E 249.85'
100.12' 451.25'
176.70' S50°14'47"E
432.32' 622.66'
122.94' S52°06'12"E
Existing Pond (See Plan Ref.#12)
130' Wide CMP Co. Easement
S52°03'47"E 480.62'
668.33'
137.67' 50.04'
Ridge Road
Benchmark E
Capped IRF (Held) (PLS#1229)0.2' A.G.
1" IPF Disturbed
1" IPF 0.5' B.G.
Capped IRF 1.7' A.G. (PLS#1229)
Capped IRF 1.0' A.G. (PLS#1229)
5" x 5" GMF 1.5' A.G.
Capped IRF 0.6' A.G. (PLS#1229)
Crimped 1" IPF 0.2' A.G. (Held)
Crimped 1" IPF 0.1' A.G. (Held)
5/8" IRF 1.3' A.G.
UP#139/095
UP#139/096
UP#139/097
UP#139/098
UP#139/099
UP#139/100
Plan Reference:
Standard Boundary Survey Plan, Land of The Inhabitants of the Town of York, Route One & Ridge Road, York, Maine, Dated Nov. 2011, by Berry Huff McDonald Milligan, Inc., Sheets 1 & 2.
LEGEND
SYMBOL DESCRIPTION
IRON PIPE/IRON ROD FOUND
5/8" IRON ROD W/ CAP TO BE SET
EXISTING UTILITY POLE
EXISTING STONEWALL
EDGE OF PAVEMENT
PROPERTY LINE
A.G. ABOVE GROUND
STATE OF MAINE ROBERT G. ABBY, JR. 2190 PROFESSIONAL LAND SURVEYOR
Land Swap Plan
Land of Patrick J. Cragin Living Revocable Trust & Town of York Ridge Road York, Maine
Scale 1" = 100'
May 2012
Job No. 11069
BH2M
Berry, Huff, McDonald, Milligan Inc.
Engineers, Surveyors
28 State Street Gorham, Maine 04038
Tel. (207) 839-2771 Fax (207) 839-8250

Schedule B

(Town Property)

A certain lot or parcel of land located in the Town of York, County of York and State of Maine located northerly of, but not adjacent to Ridge Road bounded and described as follows

Beginning at a capped iron rod found (PLS#1229) 0.2" above ground at the northwesterly corner of land now or formerly of M.H. Parsons & Sons Lumber Co. (13223/178);

Thence S 27° 30' 48" E along land of said M.H. Parsons a distance of eighty-seven and ninety-one hundredths (87.91) feet to a point;

Thence N 85° 30' 07" W a distance of twenty-six and seventy-seven hundredths (26.77) feet to a point;

Thence N 70° 59' 54" W a distance of twenty and nine hundredths (20.09) feet to a point;

Thence N 77° 25' 43" W along an existing stone wall a distance of twenty-four and fifty-seven hundredths (24.57) feet to a point;

Thence N 63° 41' 01" W along an existing stone wall a distance of forty-four and sixty-two hundredths (44.62) feet to a point;

Thence N 58° 31' 41" W along an existing stone wall a distance of twenty-eight and sixty hundredths (28.60) feet to a point;

Thence turning and running S 37° 24' 55" W along an existing stone wall a distance of twenty-five and sixty-nine hundredths (25.69) feet to a point;

Thence S 21° 46' 21" W along an existing stone wall a distance of twenty-five and eighteen hundredths (25.18) feet to a point;

Thence S 35° 09' 52" W a distance of forty-eight and fifty-five hundredths (48.55) feet to a point;

Thence S 39° 18' 33" W a distance of four and thirty-seven hundredths (4.37) feet to a point;

Thence turning and running N 50° 14' 47" W a distance of sixty-two and sixty-three hundredths (62.63) feet to point (5/8" iron rod with cap to be set);

Thence N 39° 45' 13" E a distance of seven (7) feet to a point (5/8" iron rod with cap to be set);

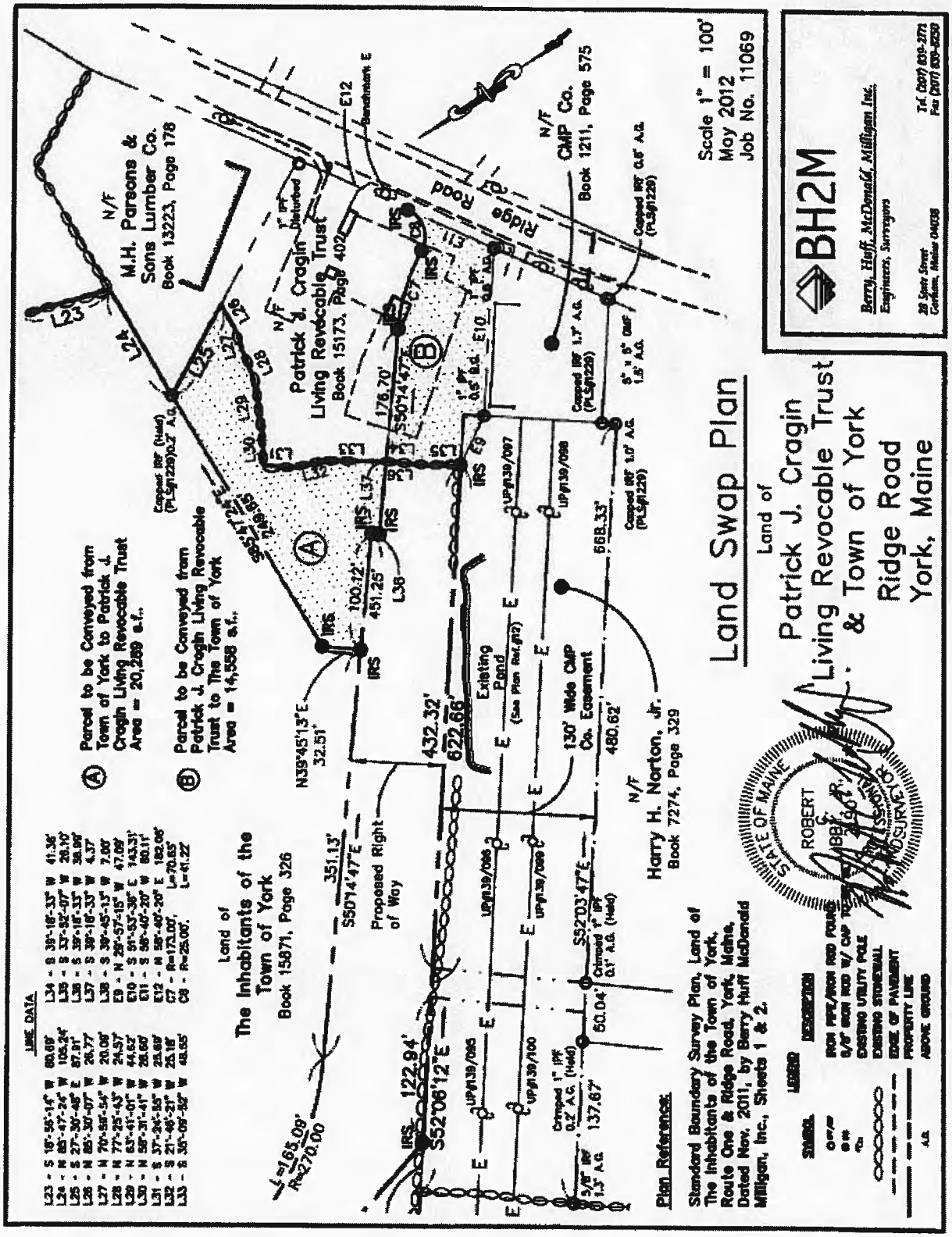
Thence N 50° 14' 47" W a distance of one hundred twelve hundredths (100.12) feet to a point (5/8" iron rod with cap to be set);

Thence N 39° 45' 13" E a distance of thirty-two and fifty-one hundredths (32.51) feet to a point (5/8" iron rod with cap to be set);

Thence turning and runninn S 85° 47' 24" E a distance of two hundred forty-nine and sixty-five hundredths (249.65) to a capped iron rod found (PLS#1229) 0.2" above ground at the northwesterly corner of land now or formerly of M.H. Parsons & Sons Lumber Co. (13233/178) and point of beginning.

The above-described parcel of land is depicted as Parcel A on a plan entitled "Land Swap Plan, Land of Patrick J. Cragin Living Revocable Trust & Town of York, Ridge Road, York, Maine" dated May, 2012 by BH2M and attached hereto as Exhibit B.

EXHIBIT B



Land Swap Plan
Land of
Patrick J. Cragin
Living Revocable Trust
& Town of York
Ridge Road
York, Maine
Scale 1" = 100'
May 2012
Job No. 11069
BH2M
Berry, Huff, McDonald, Milligan Inc.
Engineers, Surveyors
Land of
The Inhabitants of the
Town of York
Book 15871, Page 326
Land of
Patrick J. Cragin
Living Revocable Trust
Book 15173, Page 402
N/F
M.H. Parsons &
Sons Lumber Co.
Book 13223, Page 178
N/F
CMP Co.
Book 1211, Page 575
N/F
Harry H. Norton, Jr.
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Ridge Road
Existing
Pond
130' Wide CMP
Co. Easement
Proposed Right
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Parcel to be Conveyed from
Town of York to Patrick J.
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Area = 20,289 s.f.
Parcel to be Conveyed from
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Dated Nov. 2011, by Berry Huff McDonald
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LINE DATA
LEGEND
SYMBOL
DESCRIPTION
IRON PIPE/IRON ROD FOUND
5/8" IRON ROD W/ CAP
EXISTING UTILITY POLE
EXISTING STONEWALL
EDGE OF PAVEMENT
PROPERTY LINE
ABOVE GROUND
STATE OF MAINE
ROBERT C. BBB JR.
PROFESSIONAL
LAND SURVEYOR

e. Stantec's Restoration Proposal

Stantec

May 1, 2013

Mr. Jay Clement
U.S. Army Corps of Engineers
Maine Project Office
675 Western Ave #3
Manchester, ME 04351

Mr. Bill Bullard
Division of Land Resource Regulation
Maine Department of Environmental Protection
312 Canco Road
Portland, ME 04103

Subject: **Revised Vernal Pool Buffer and Wetland Restoration Plan**
York Police Station Project, York, Maine

Dear Jay and Bill:

On behalf of the Town of York (Town), Stantec Consulting (Stantec) is providing the attached Revised Vernal Pool Buffer, Stormwater Buffers, and Wetland Restoration Plan associated with the York Police Station project (project). The restoration plan has been developed to address unpermitted impacts to wetlands, a vernal pool buffer, stormwater buffers, and mapped Shoreland Zone. The restoration plan follows the U.S. Army Corps of Engineers' (Corps) recommendations and requirements discussed at a site meeting on September 18, 2012, and outlined in an e-mail from Jay Clement to the Town and Stantec, on September 20, 2012. The plan also addresses the Maine Department of Environmental Protection (MDEP) and the Town's Planning Department requirements for restoration of stormwater buffers and mapped Shoreland Zone, respectively. Subsequent revisions to the plan have been made based on additional discussions with the Corps, MDEP, and the Town, as described below. In keeping with the requirements discussed with the agencies and the Town, we have included the following information in this cover letter: a discussion of the history of the unauthorized/non-compliant buffer and wetland alterations and an outline of the path and timetable for completing the restoration work. An alternatives analysis and a discussion of future development plans for the un-restored portion of the buffer, prepared by the Town, are provided as a separate attachment to this letter.

History of Unauthorized Impacts

In June 2012, the contractor for the Town began clearing and preparing the project site for construction of the police station and associated access road. In August 2012, unauthorized impacts occurred at the project site, including impacts to one wetland, clearing within multiple stormwater buffers, and clearing and grubbing of the upland buffer surrounding a Corps-jurisdictional vernal pool. The activities also included impacts to the Town of York's mapped Mixed Use Shoreland Zone. The MDEP and the Corps were informed of the violations in mid-August 2012. On August 17, 2012, the Town issued a Corrective Order related to the unpermitted impacts and construction work on the project was halted soon after the violations were discovered. Stantec performed a site visit to the project area on August 21, 2012, to assess the scale of the impacts. During the site visit, Stantec located the edge of disturbance with a Global Positioning System (GPS) receiver and determined that an area approximately 2.75 acres in size was impacted.

On August 27, 2012, a meeting was held on-site that included representatives from the Town, PC Construction (the Town's construction contractor), Stantec, and SMRT (the Town's engineer), along with Bill Bullard from MDEP and Stephen Burns from the Town's Code Enforcement office. During the meeting, additional impacts to stormwater buffers at the west end of the road were also discussed. After this meeting, it was agreed that the Town would restore the impacted buffers and wetland areas. Stantec began preparing a restoration plan that included restoration of the wetland area, the stormwater buffers, and the impacts to the upland buffer surrounding the vernal pool. This plan was prepared to satisfy the requirements of MDEP, the Corps, and the Town. Stantec submitted a draft of this plan to the agencies and the Town on September 14, 2012.

On September 18, 2012, the Town arranged a meeting with Jay Clement from the Corps, along with Stantec and SMRT. Members of the Town's Code Enforcement office were unable to attend. At this meeting, the Town proposed restoring less of the 2.75-acre impacted area, as the Town was hoping to maintain a portion of the area for potential future uses. These future uses are discussed in the attached memo from York Town Manager Rob Yandow. The Corps agreed in principal to this plan, as confirmed in an email from Jay Clement on September 20, 2012. The Corps' approval was pending the submission of an alternatives analysis describing why the Town needed the impacted area and potential future uses. Stantec then began work on preparing a revised restoration plan based on this new approach.

On September 25, 2012, Stantec and SMRT received an email from Stephen Burns from the Town's Code Enforcement office stating that the revised plan did not rectify the Shoreland Zoning violations. Stantec and SMRT revised the plan to include the entire impacted portion of the mapped Mixed Use Shoreland Zone in the restoration area. This plan was further revised to the current design based on additional input from the Town regarding potential future uses of the cleared area. A conceptual restoration plan was presented as a draft to MDEP, the Corps, and the Town's Code Enforcement office on October 12, 2012, at which point the three entities agreed in principal to the design.

On October 29, 2012, Stantec submitted a revised restoration plan to the Corps and MDEP. Upon review of the plan, the Corps requested minor revisions to the plan, as detailed in an email from Jay Clement dated October 30, 2012. The email also requested that either the Town provide an enhanced alternatives analysis and description of proposed uses of the un-restored area, or increase the size of the buffer restoration. To address this request, the Town has prepared a description of proposed use of the un-restored area, along with an analysis of alternatives, which is attached to this letter.

Restoration Timetable

Wetland Restoration: In late-November 2012, the Town completed the wetland restoration component of the larger buffer restoration effort. A description of the work performed, along with representative photographs, was provided to MDEP and the Corps in a letter from Stantec dated December 20, 2012. Completion of the wetland restoration work prior to formal acceptance of the attached restoration plan was approved by both MDEP and the Corps.

Vernal Pool Buffer and Stormwater/Shoreland Zone Buffer Restoration: Restoration of the vernal pool buffer and the stormwater/Shoreland Zone buffers will be initiated when construction activities are resumed at the police station site, which is dependent on approval of the project from the Town planning board. The restoration will begin with removal of the loam and rock piles from the primary buffer restoration area. Loam spreading, seeding, planting, and mulching will be performed immediately following removal of the rock and loam piles. Restoration activities are expected to be completed before the end of the 2013 growing season, pending planning board approval.

Please feel free to contact me if you have further questions or comments about the information in this letter or in the attached restoration plan.

Sincerely,
STANTEC CONSULTING

Bryan Emerson
Project Manager

Attachment: Vernal Pool Buffer, Stormwater Buffers, and Wetland Restoration Plan
Memo from Rob Yandow: Proposal for Use in Un-Restored Buffer Area

Cc: Stephen Burns, Community Development Director, Town of York
Rob Yandow, Town Manager, Town of York
Andrew Johnston, SMRT
David Lay, SMRT
Doug Stewart, Stantec
File 195600823

Revised Vernal Pool Buffer, Stormwater Buffers and Wetland Restoration Plan

York Police Station
York, Maine

October 2012 (Revised May 2013)

Prepared For:
Town of York
186 York Street
York, ME 03909

Prepared By:
Stantec Consulting
30 Park Drive
Topsham, ME 04086

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PN 195600823

1.0 PROJECT DESCRIPTION

The Town of York is constructing a new access road that will be located between U.S. Route 1 and Ridge Road in York, ME, as well as a new public safety building for the York Police Department (Figures 1 and 2). The public safety building will be located along the eastern side of the proposed access road and will include an access drive and parking area. In June 2012, the proposed project received both a Maine Site Location of Development Act/Natural Resource Protection Act Tier II Wetland Alteration (Site Location) permit (L-25623-26-A-N/L-25623-TE-B-N) and a U.S. Army Corps of Engineers (Corps) Programmatic General Permit (NAE-201-01928). The project also received approval under the Maine Permit-By-Rule program for impacts that would be associated with two stream crossing and impacts to a Significant Vernal Pool (SVP) buffer, which are the result of new road construction. Under these permits, the project received approval to alter 16,630 square feet (SF) of forested wetlands, 4,920 SF of stream bed, and 12 percent of the critical terrestrial habitat associated with the SVP. A wetland compensation plan was developed to mitigate for these resource impacts, as well as for impacts to the critical terrestrial habitat of three additional non-significant vernal pools that were under Corps jurisdiction. Preservation of a property located on Bell Marsh Road in York, which includes wetlands and vernal pools, was proposed and accepted by the regulatory agencies as mitigation for impacts to resources.

2.0 UPLAND BUFFER AND WETLAND IMPACTS

Following approvals from the regulatory agencies, the contractor for the Town of York began clearing and preparing the site for construction of the public safety building. Activities at the building site included vegetation clearing, blasting to remove ledge/rock, removal of topsoil, and site grading. The contractor also began initial preparation of the road corridor, which was limited to clearing and grubbing. During the course of these initial site preparation activities, planned upland buffers along the road corridor and a portion of a wetland located northeast of the road corridor were altered. In mid-August 2012, the Maine Department of Environmental Protection (MDEP) received notification regarding potential unpermitted impacts. Subsequently, on August 16, 2012, the project's Third-Party Inspector provided notification to the Corps regarding these impacts. On August 17, 2012, the Town of York (Town) Code Enforcement Office issued a Corrective Order related to these unpermitted impacts, which are described below.

2.1 VERNAL POOL BUFFER IMPACTS

The vernal pool buffer is associated with vernal pool VP07KW and located northwest of the public safety building site (Figure 3). This forested buffer was intended to remain intact and to function as critical terrestrial habitat for vernal pool VP07KW, a non-significant vernal pool under Corps jurisdiction. On August 21, 2012, Stantec Consulting (Stantec) conducted a site visit and used a Global Position System (GPS) Trimble® unit to establish the area of the buffer that had been altered. This area is approximately **119,871 SF (2.75 acres)** in size, and has been cleared of vegetation, grubbed, and has had the topsoil removed (Figure 3). Following these activities, topsoil and blasted rock were stockpiled within this area (Photos 1-2).

2.2 STORMWATER BUFFERS B-11 AND B-12 IMPACTS

Stormwater buffers B-11 and B-12 are located to the northwest of the public safety building site and adjacent to the new access road (Figure 3). Both buffers are also within the vernal pool habitat buffer described in Section 2.1. In accordance with the Site Location permit, these two stormwater buffers and 10 others were intended to remain forested to treat runoff from the new access road. All of stormwater buffer B-12 (approximately **5,664 SF**) was impacted, as was approximately **133 SF** of stormwater buffer B-11. The area of impact associated with these two stormwater buffers is included within the approximately 2.75 acres of impacts identified in Section 2.1.

2.3 Stormwater Buffer B-4 Impacts

Stormwater buffer B-4 is located near the western end of the new access road (Figure 5). This buffer was intended to remain forested to treat runoff from the access road. During a site visit conducted on August 27, 2012, SMRT and Stantec determined that all of Buffer B-4 (approximately **1,500 SF)** was cleared of vegetation (Photo 3).

.2.4 WETLAND 3 IMPACTS

Wetland 3, which includes vernal pool VP07KW, is located to the northwest of the public safety building site and south of Wild Kingdom Road (Figure 3). Approximately **1,979 SF** of Wetland 3 was cleared of vegetation (Photos 4-5). Clearing occurred along the southwestern edge of the wetland, and a bark-mulch erosion control berm was placed inside of the wetland edge. The vernal pool depression was not directly altered by the clearing activities.

.3.0 PRE-DISTURBANCE CONDITIONS

Following are descriptions of pre-disturbance conditions in altered portions of the buffers and Wetland 3.

.3.1 WETLAND 3

Wetland 3 is a small, mixed scrub-shrub and emergent wetland that is located southwest of the covered bridge on Wild Kingdom Road (Photo 9). It is hydrologically connected to a larger wetland system located to the northeast via a culvert under the road. The shrub layer, where present, is comprised of highbush blueberry (*Vaccinium corymbosum*), common winterberry (*Ilex verticillata*), speckled alder (*Alnus incana*), and red maple (*Acer rubrum*). The herbaceous layer is dominated by cinnamon fern (*Osmunda cinnamomea*), sensitive fern (*Onoclea sensibilis*), soft rush (*Juncus effusus*), sedges (*Carex* sp.), royal fern (*Osmunda regalis*), common cat-tail (*Typha latifolia*), fowl manna grass (*Glyceria striata*), white meadowsweet (*Spiraea alba*), common arrowhead (*Sagittaria latifolia*), swamp dewberry (*Rubus hispidus*), and wool-grass (*Scirpus cyperinus*). Soils within this wetland are fine sandy loam with a gleyed matrix. At the time of the 2007 delineation, soils exhibited redoximorphic features within seven inches of the mineral soil surface. Hydrologic indicators included saturation to soil surface and water-stained leaves.

The wetland includes a documented vernal pool (Photos 10-12). Stantec surveyed this pool on April 25, 2008. At the time of the vernal pool survey, the pool had more than 12 inches of surface water. Three wood frog (*Lithobates sylvaticus*) egg masses and 15 spotted salamander (*Ambystoma maculatum*) egg masses were observed. Adult green frog (*Lithobates clamitans*) and spring peepers (*Pseudacris crucifer*) also were observed within the pool.

.3.2 VERNAL POOL BUFFER & STORMWATER BUFFERS B-11 & B-12

Based upon pre-disturbance observations and data collected to support the permit application process, the upland buffer associated with vernal pool VP07KW was an early to mid-successional forest (Photos 6-8). Trees in this buffer were generally sapling-sized with an average diameter-at-breast-height (DBH) of one to three inches. This area was historically cleared, as evidenced by stumps and skidder/equipment trails. Dominant trees included eastern white pine (*Pinus strobus*), red maple (*Acer rubrum*), sweet birch (*Betula lenta*), and gray birch (*Betula populifolia*), along with scattered northern red oak (*Quercus rubra*), eastern hemlock (*Tsuga canadensis*), red spruce (*Picea rubens*), and American beech (*Fagus grandifolia*). Dominant shrubs included sheep laurel (*Kalmia angustifolia*), highbush blueberry, chokecherry (*Prunus virginiana*), and alder-buckthorn (*Frangula alnus*). Wintergreen (*Gaultheria procumbens*), lowbush blueberry (*Vaccinium angustifolium*), Canada mayflower (*Maianthemum canadense*), and wild sarsaparilla (*Aralia nudicaulis*) occurred commonly in the herbaceous layer.

.3.3 STORMWATER BUFFER B-4

Based upon the surrounding habitat, stormwater buffer B-4 was a second-growth forested community prior to disturbance. Red maple, gray birch, sweet birch, and eastern white pine dominated the canopy with a smaller component of eastern hemlock and northern red oak. Seedlings of these canopy species formed much of the understory. Species including bracken fern (*Pteridium aquilinum*), Canada mayflower, and partridge-berry (*Mitchella repens*) were present in the herbaceous layer.

.4.0 RESTORATION REQUIREMENTS

Specific buffer and wetland restoration requirements were set forth by MDEP at an August 27, 2012, on-site meeting, and by the Corps at a September 18, 2012, on-site meeting and in a subsequent e-mail. The Town of York Community Development Department, which handles code enforcement, also required restoration of portions of the Shoreland Overlay District Mixed-Use Subdistrict (refer to Figure 3) that were impacted. Restoration will be required to meet the requirements of MDEP Site Location and Stormwater permits, the Corps General Permit, and the standards of the Town of York Zoning Ordinance. Those requirements are summarized below:

1. Top priority is to restore the area of unauthorized wetland alteration (i.e., a portion of Wetland 3). This shall be accomplished in the fall of 2012.

2. The bark mulch erosion control berm previously placed within the wetland shall be fully removed and relocated to the upland, immediately outside the area of wetland restoration.

3. Coarse woody debris, presently stockpiled on site, and stones will be used as appropriate within the restoration area to provide habitat diversity and structure.

4. A 100-foot buffer around the vernal pool boundary is the target for long-term restoration. This will conform to the minimum standards found in the Corps' Maine General Permit and shall be accomplished no later than the end of the 2013 growing season.

5. A 100-foot buffer around the wetland to the northwest of the altered area (Wetland 2) will be restored in order to meet the minimum requirements of the Town's Shoreland Zoning Ordinance.

6. The impacted stormwater buffers located along the proposed road will be relocated or restored to a vegetated state as required in the Site Location permit in order to adequately treat stormwater runoff generated from the project.

7. The revised buffer restoration plan (i.e., this document) shall contain a timetable for both immediate restoration of the wetland and longer-term restoration of the surrounding uplands.

.5.0 WETLAND AND UPLAND BUFFER RESTORATION

The following plan addresses the restoration of Wetland 3 and the vernal pool and stormwater buffers to meet the requirements outlined above in Section 4. Restoration areas are shown on Figures 4 and 5.

.5.1 RESTORATION GOALS

The principal goals for the restoration are to:

1. Re-establish scrub-shrub vegetation in affected portions of Wetland 3.
2. Re-establish forested conditions in a 100-foot wide vernal pool buffer, a 100-foot wide adjacent wetland/Shoreland Zone buffer, and in designated stormwater buffers B-4 and B-11 that were recently cleared.

3. Relocate and redesign stormwater buffer B-12.
4. Protect these buffers and Wetland 3 from future disturbance.

.5.2 RESTORATION SCOPE

The restoration plan includes the following steps:

1. Within cleared portions of Wetland 3, remove the erosion control berm, add coarse woody debris, seed, and plant shrubs to re-establish vegetation.
2. Remove fill and stockpiled rock and soil within 100 feet of the vernal pool, within 100 feet of Wetland 2, and in stormwater buffer B-11, down to the approximate original ground. These buffers are hereafter referred to as the "Primary Buffer Restoration Area" and are shown on Figure 4.
3. Relocate stormwater buffer B-12 into the restored vernal pool buffer, and redesign as a Buffer with Stone Berm Level Lip Spreader, as approximately indicated on Figure 4.
4. Redistribute topsoil across the Primary Buffer Restoration Area to approximately pre-existing grades.
5. Distribute coarse woody debris from topsoil stockpiles across the Primary Buffer Restoration Area.
6. Seed the Primary Buffer Restoration Area and stormwater buffer B-4 to stabilize the soils and provide native plant cover.
7. Plant the Primary Buffer Restoration Area and stormwater buffer B-4 with native woody stock that will re-establish forest and understory cover.
8. Install signs around the Primary Buffer Restoration Area and Wetland 3 to protect these areas from future disturbance..[1]
9. Monitor Wetland 3 and all restored buffer areas to determine the success of restoration efforts.

.5.3 RESTORATION ACTIVITIES

.5.3.1 Construction Oversight

A wetland scientist experienced with wetland and upland restoration will be on-site to monitor the site restoration activities and to help achieve the specifications of this plan. The wetland scientist primarily will be responsible for providing the site contractor with recommendations and guidance on re-soiling, final grading (i.e., matching pre-existing grades), planting, seeding, and coarse woody debris placement.

.5.3.2 Restoration of Wetland 3

<u>Schedule</u>
Restoration work at Wetland 3, as described below, will be initiated in the fall of 2012. Signage may be completed in 2013 in association with the buffer restoration work.

<u>Removing Erosion Control Berm:</u>
The erosion and sedimentation control bark mulch berm previously installed in the cleared portion of Wetland 3 and the vernal pool buffer will be removed from the wetland and placed in uplands approximately 5-10 feet from the wetland edge.

[1] The stormwater buffers will be marked in accordance with the requirements of Maine Site Location of Development Act/Natural Resource Protection Act Tier II Wetland Alteration permit (L-25623-26-A-N/L-25623-TE-B-N).

Distributing Coarse Debris:
The topsoil stockpiles located on-site contain coarse woody debris in the form of stumps, logs (greater than 12 inches in diameter), and root masses. Some of this coarse woody debris, along with a few large rocks and boulders, will be spread randomly across cleared portions of Wetland 3 prior to planting, to cover approximately one to three percent of the total cleared wetland area. This will provide structural diversity and microhabitat for wildlife, in particular for amphibians and small mammals.

Planting Woody Stock
The wetland restoration area, totaling 1,979 SF, will be planted with a mix of native shrubs similar to what is present in the undisturbed portion of the wetland. Shrubs will be planted at a density of approximately 600 plants per acre. Table 1 provides a summary of suggested species and number of plants needed. The actual number of each species to be installed may vary depending on availability at the time of planting. Installation will follow the methods described in Section 5.3.3 below.

Table 1: Recommended Shrub Plantings for Wetland 3 Restoration Area.

Type	Species	Common Name	NWI Status	~ Number of Plants Needed
Shrubs	*Alnus incana ssp. rugosa*	Speckled alder	FACW	8
	Ilex verticillata	Common winterberry	FACW	8
	Vaccinium corymbosum	Highbush blueberry	FACW	8
	Salix bebbiana	Long-beaked willow	FACW	6
		Total Plants:		**30**

Seeding and Mulching:
The wetland restoration area will be seeded with a native seed mix. It is anticipated that the New England Wetmix® available from New England Wetland Plants, Inc. (Table 2), or similar mix, will be used. The seed mix will be applied per the manufactures recommendations. Seeding and mulching methods will follow those described in Section 5.3.3 below.

Table 2: Typical Wetland Seed Mix for Wetland Restoration Areas
New England Wetmix®, Example Species Diversity*

Species	Common Name
Alisma plantago-aquatica	Mud plantain
Asclepias incarnata	Swamp milkweed
Symphyotrichum novi-belgii (syn. *Aster novi-belgii*)	New York aster
Bidens cernua	Nodding bur marigold
Carex comosa	Bristly/Cosmos sedge
Carex crinita	Fringed sedge (Nodding)
Carex lupulina	Hop sedge
Carex lurida	Lurid sedge (Shallow)
Carex scoparia	Blunt broom sedge
Carex vulpinoidea	Fox sedge
Eupatorium maculatum	Spotted joe pye weed
Eupatorium perfoliatum	Boneset
Glyceria canadensis	Rattlesnake grass
Glyceria striata	Fowl manna grass
Juncus effusus	Soft rush
Mimulus ringens	Square stemmed monkey flower
Onoclea sensibilis	Sensitive fern
Scirpus atrovirens	Green bulrush
Scirpus cyperinus	Wool grass
Schoenoplectus tabernaemontani (syn. *Scirpus validus*)	Soft stem bulrush

*Recommended application: 18 pounds per acre

Installing Signage:
The installation of signs around the vernal pool habitat buffer will include Wetland 3. See Section 5.3.3 below for details.

.5.3.3 Primary Buffer Restoration Area

Schedule
Restoration work in the Primary Buffer Restoration Area, as described below, will be initiated when construction activities resume for the York Police Station. It is expected that the restoration work will be completed by the end of the 2013 growing season, pending approval of the project by the Town planning board.

Removing Blast Rock:
The recent fill and stockpiles of blast rock and stone will be removed from the Primary Buffer Restoration Area at the time of the restoration. This material will either be used on site for project construction or will be moved to the cleared and filled area between the proposed police station and the Primary Buffer Restoration Area, depending on the timing of restoration and project construction. Re-located stockpiles will be protected from erosion using Best Management Practices (e.g., erosion control berms, blankets, temporary seeding).

Redistributing Topsoil:
Following removal of rock piles and fill, stockpiled topsoil will be redistributed across the Primary Buffer Restoration Area to approximately match pre-existing grades. The interface between the fill and original ground should be apparent upon fill removal. Approximately 12 to 24 inches of topsoil will be spread evenly over the restoration area to re-create the pre-disturbance grading and contours. To minimize potential erosion and sedimentation, earthwork will not occur during or immediately following heavy rain events.

Distributing Coarse Debris:
The topsoil stockpiles include coarse woody debris in the form of stumps, logs (greater than 12 inches in diameter), and root masses. This coarse woody debris, along with a few large rocks and boulders, will be spread randomly across the Primary Buffer Restoration Area to cover approximately one to three percent of the total area. This will provide structural diversity and microhabitat for wildlife, in particular for amphibians and small mammals.

Planting Woody Stock:
The Primary Buffer Restoration Area, totaling approximately 37,490 SF (+/- 0.86 acre), will be planted with a mix of native trees and shrubs similar to what was present prior to disturbance. Trees and shrubs will be planted at a density of approximately 425 plants per acre, at a ratio of 70 percent trees and 30 percent shrubs. Table 3 provides a breakdown of tree and shrub plantings and the suggested species and number of plants needed to achieve this density.

Table 3: Recommended Tree and Shrub Plantings for the Primary Buffer Restoration Area

Type	Species	Common Name	~ Number of Plants Needed
Trees	*Acer rubrum*	Red maple	40
	Betula lenta	Sweet birch	20
	Betula populifolia	Gray birch	40
	Quercus rubra	Northern red oak	40
	Picea rubens	Red spruce	40
	Pinus strobus	Eastern white pine	40
	Tsuga canadensis	Eastern hemlock	40
		Total Trees:	*260*
Shrubs	*Corylus cornuta*	Beaked hazelnut	40
	Hamamelis virginiana	Witch-hazel	40
	Kalmia angustifolia	Sheep laurel	30
		Total Shrubs:	*110*
		Total Plants:	**370**

Trees and shrubs will be installed singly or in small groups evenly distributed at approximately 10-foot spacing. At the time of planting, the majority of the trees will range in height from approximately 3 to 4 feet with approximately 10 percent ranging from 5 to 6 feet in height. Shrubs will range from 12 to 36 inches at the time of planting. Actual heights will vary by species and age of available plants. It is anticipated that planting stock will primarily consist of container-grown material.

Trees and shrubs will be planted by hand. Holes will be dug up to 50 percent wider than and as deep as the root mass of the plants. The planting holes will be backfilled with topsoil around the roots and lightly compacted around the plants to remove air pockets. Each plant will be watered immediately following installation unless the soil is sufficiently saturated at the time of planting. Tree guards may be installed on deciduous tree species to protect from browsing and girdling. Bark mulch at least three feet in diameter will be placed around the base of plants for moisture and weed control purposes. As needed, plants may be watered for the first several weeks after installation if natural soil moisture is insufficient or rain is not in the immediate forecast.

The planting schedule for the restoration sites will depend on approval of this plan and the completion of ground preparation activities. Planting will occur only when conditions are favorable for plant survival, which is typically either early fall (September 1 through mid-October) or in the spring (prior to June 20). Summer planting is acceptable, though watering on a weekly basis would likely be required to make up for the typical lack of summer rainfall. The actual planting schedule will be communicated to MDEP and the Corps once the completion of site preparation activities can be accurately predicted. Following the completion of planting, a summary of the number of plants by species installed in each buffer area will be provided to MDEP and the Corps.

Seeding and Mulching:

The Primary Buffer Restoration Area will be seeded with a native seed mix. It is anticipated that the New England Conservation/Wildlife Mix® available from New England Wetland Plants, Inc. (Table 4), or a similar mix, will be used. The seed mix will be applied per manufacturer recommendations. If applied by hydroseeding methods, supplemental watering or mulching may not be required at the time of seeding. If applied by hand (i.e., shoulder-mounted broadcaster), seeded areas will be covered with a thin layer of weed-free straw mulch to retain soil moisture and promote seed germination. Straw mulch will be applied over the seed at a rate of approximately 2 bales per 1,000 SF for a total of approximately 75 bales. Seeded areas may be watered for the first several weeks after seeding, as needed, if natural soil moisture in the restoration area is insufficient or rain is not in the immediate forecast.

If timing of activities allow, seeding will occur following planting at each of the buffer areas but only when conditions are favorable for germination and growth (typically spring, early summer, and early fall). For erosion control purposes, seeding may need to occur before planting. If seeding occurs after approximately October 1, seeding rates will be increased by as much as 50 percent. A cover crop of annual ryegrass (*Lolium multiflorum*) also will be applied during late-season seeding to provide more immediate cover to the areas.

Table 4: Typical Seed Mix for Upland Buffer Areas
New England Conservation/Wildlife Mix®, Example Species Diversity*

Species	Common Name
Andropogon gerardii	*Big bluestem*
Asclepias syriaca	*Common milkweed*
Aster novae-angliae	*New England aster*
Chamaecrista fasciculata (Cassia f.)	*Partridge pea*
Desmodium canadense	*Showy tick trefoil*
Elymus virginicus	*Virginia wild rye*
Eupatorium maculatum	*Spotted joe pye weed*
Euthamia graminifolia (Solidago g.)	*Grass leaved goldenrod*
Festuca rubra	*Creeping red fescue*
Heliopsis helianthoides	*Ox eye sunflower*
Panicum clandestinum	*Deer tongue*
Panicum virgatum	*Switch grass*
Rudbeckia laciniata	*Tall/Green headed coneflower*
Schizachyrium scoparium	*Little bluestem*
Solidago juncea	*Early goldenrod*
Sorghastrum nutans	*Indian grass*

*Recommended application: 25 pounds per acre

Installing Signage:
Following the completion of planting and seeding, signs will be installed at 100-foot intervals along the edge of the Primary Buffer Restoration Area. The signs will be mounted on sturdy metal or cedar posts. The signs will indicate that the habitat buffer and wetland are protected and that no vegetation removal or disturbance beyond the boundary of the signs is allowed. The stormwater buffers will be marked in accordance with the requirements of Maine Site Location of Development Act/Natural Resource Protection Act Tier II Wetland Alteration permit (L-25623-26-A-N/L-25623-TE-B-N).

.5.3.4 Relocation and Redesign of Stormwater Buffer B-12

Schedule
Stormwater buffer B-12 will be relocated to inside the Primary Buffer Restoration Area, specifically within the 100 foot vernal pool buffer (Figure 4). As indicated in Section 5.3.3 above, it is expected that restoration of this area will be completed by the end of the 2013 growing season, pending approval of the project by the Town planning board. Installation of the redesigned stormwater buffer B-12 will follow this same schedule.

Redesign of Stormwater Buffer B-12
In order to conform to the standards of the MDEP Stormwater Manual, stormwater buffer B-12 will be revised to a Buffer with Stone Berm Level Lip Spreader. For additional information regarding the design of this buffer, refer to addendums to the Stormwater Management Report prepared by SMRT.

5.3.5 Restoration of Stormwater Buffer B-4

Schedule
Restoration work in Stormwater Buffer B-4, as described below, will be initiated in the spring of 2013 and will be completed before July 1, 2013.

Planting Woody Stock:
The planting density for stormwater Buffer B-4, which totals 1,500 SF, will be 600 plants per acre. Because of the small size of this area, only tree species will be planted. Table 5 provides a summary of suggested species and number of plants needed. The actual number of each species to be installed may vary depending upon availability at the time of planting. Methods for planting will follow those described in Section 5.3.3 above.

Seeding and Mulching:
Stormwater buffer B-4 will be seeded with a native seed mix. It is anticipated that the New England Conservation/Wildlife Mix® available from New England Wetland Plants, Inc. (see Table 4 above), or a similar mix, will be used. Seeding and mulching will follow methods described in Section 5.3.3.

Table 5: Recommended Tree and Shrub Plantings for Stormwater Buffers B-4 and B-5

Buffer	Species	Common Name	~ Number of Plants Needed
B-4	*Acer rubrum*	Red maple	6
	Betula populifolia	Gray birch	6
	Pinus strobus	Eastern white pine	6
		Total Trees:	**18**

6.0 MONITORING AND REPORTING

6.1 SUCCESS STANDARDS

Post-restoration monitoring is necessary to determine whether the restored upland buffers and wetland are achieving/approaching pre-disturbance conditions. Restoration efforts in the upland buffer areas and wetland will be determined to be successful if at the end of the monitoring period, the following conditions are met.

1. Woody Plant Density: In the Primary Buffer Restoration Area, there are at least 400 native, non-invasive trees and shrubs per acre that are healthy and vigorous and in 75 percent of the planted area. In the restored wetland and in Stormwater Buffer B-4, there are at least 500 native, non-invasive trees and shrubs per acre that are healthy and vigorous and in 75 percent of the planted area. Native, woody volunteer species will be counted toward this density standard.

2. Percent Areal Plant Cover: There is at least 75 percent areal cover by native, non-invasive herbaceous plant species. In the wetland restoration area, at least 60 percent of the areal cover shall consist of native, hydrophytic plant species.

3. Invasive Species: Control of alder-buckthorn, multiflora rose (*Rosa multiflora*), Morrow's honeysuckle (*Lonicera morowii*), Japanese barberry (*Berberis thunbergii*), and other identified non-native, invasive species has been accomplished during the monitoring period, in accordance with the Invasive Species Control Plan for this site (see attached). The goal of the invasive species control will be to not allow invasive species to suppress or hinder the growth of planted

trees and shrubs, and to prevent the occurrence of contiguous, monotypic stands of invasive plants that are greater than 500 square feet in size.

4. Erosion Control: Soils within the restoration areas are stabilized and soil erosion is minimized.

.6.2 Monitoring Schedule

Post-Construction monitoring of the upland buffers and the restored portion of Wetland 3 will begin in the first full growing season after the completion of site work and planting. It is anticipated that monitoring will occur on the following schedule:

- Wetland 3 – 2013, 2014, and 2015 (3 years)
- Primary Buffer Restoration Area and Stormwater Buffer B-4 – 2014 and 2015 (2 years)

.6.3 Monitoring Methods

A qualified wetland scientist will conduct and/or oversee the monitoring. Site visits will occur once a year for each of the monitoring years, and will be scheduled towards the end of the growing season (i.e., between July 15 and September 30). Monitoring will include assessments of woody stock survivorship, herbaceous plant cover, the presence of invasive species, and soil stability. During the site visits, each of the buffer areas and the restored portion of Wetland 3 will be evaluated to determine if corrective measures are necessary.

Wetland 3
The conditions within the restored portion of Wetland 3 will be assessed using meander surveys. During the meander surveys, the wetland scientist will count and assess the health of all of the planted woody stock within the restored portion of the wetland. Native woody volunteer species within the wetland restoration area will also be counted. In addition to counting woody species, general signs of herbaceous plant cover, the presence of non-native invasive plants, and soil erosion will be documented. Representative photographs will be taken from similar locations each year.

Primary Buffer Restoration Area - Vernal Pool Buffer & Stormwater Buffers B-11
Seven 10-meter by 10-meter (10-m^2) plots will be sampled within the Primary Buffer Restoration Area to evaluate the success of restoration efforts. This sampling level will allow the assessment of approximately 20 percent of the restored area. The plots will be randomly located throughout the restored area at the discretion of the wetland scientist who performs the monitoring. Within each 10-m^2 plot, planted trees and shrubs will be counted by species, and the overall areal coverage of tree and shrub species within the plot will be estimated to the nearest 5 percent. Native, woody volunteer species within each monitoring plot will also be counted. A meander survey of each plot will be used to assess herbaceous plant cover, the presence of non-native invasive plants, and soil erosion. Representative photographs will be taken from similar locations each year.

Stormwater Buffer B-4
Because of the small size of Buffer B-4, meander surveys will be conducted to count and assess the health of all of the planted woody stock in the area. Native woody volunteer species within the restored buffer will also be counted. In addition to counting woody species, the wetland scientist will record general signs of herbaceous plant cover, the presence of non-native invasive plants, and soil erosion. Representative photographs will be taken from similar locations each year.

.6.4 Reporting

An annual monitoring report will be prepared for each monitoring year and submitted to the Corps and MDEP by January 31 of the year following monitoring. The report will describe the methodology and results of the monitoring, and provide an assessment of the upland buffer and wetland restoration

success relative to the performance standards. The report will also include recommendations for remedial actions that may need to be implemented to improve the success of the restoration, and a description of corrective measures completed during that year. Potential remedial actions identified during monitoring will be addressed in a timely manner. The MDEP and Corps will be consulted on a case-by-case basis regarding the need for on-site corrections or adaptive management measures. Such measures may include replacing dead shrubs and trees, invasive species control, supplemental seeding, fertilizing woody plantings, and erosion control or repair. Rodent or deer browsing will be considered a natural process, and such damage will not be remediated unless it is widespread and significantly impacts restoration of vegetation cover.

APPENDIX A
REPRESENTATIVE PHOTOGRAPHS

Photo 1: Habitat buffer associated with vernal pool 07KW following clearing and stockpile activities. Stantec Consulting. August 21, 2012.

Photo 2: Habitat buffer associated with vernal pool 07KW following clearing and stockpile activities. Stantec Consulting. August 21, 2012.

Photo 3: Access road and stormwater buffer B-4 following clearing activities. SMRT. August 21, 2012.

Photo 4. Wetland 3 following clearing activities. Note bark mulch berm in wetland. Stantec Consulting, August 21, 2012.

Photo 5. Wetland 3 and adjacent upland habitat buffer following clearing activities. Stantec Consulting, August 21, 2012.

Photo 6: Habitat buffer associated with vernal pool 07KW prior to clearing activities. Stantec Consulting. March 4, 2010.

Photo 7: Remaining habitat buffer associated with vernal pool 07KW adjacent to cleared buffer. Stantec Consulting. August 21, 2012.

Photo 8: Remaining habitat buffer associated with vernal pool 07KW adjacent to cleared buffer. Stantec Consulting. August 21, 2012.

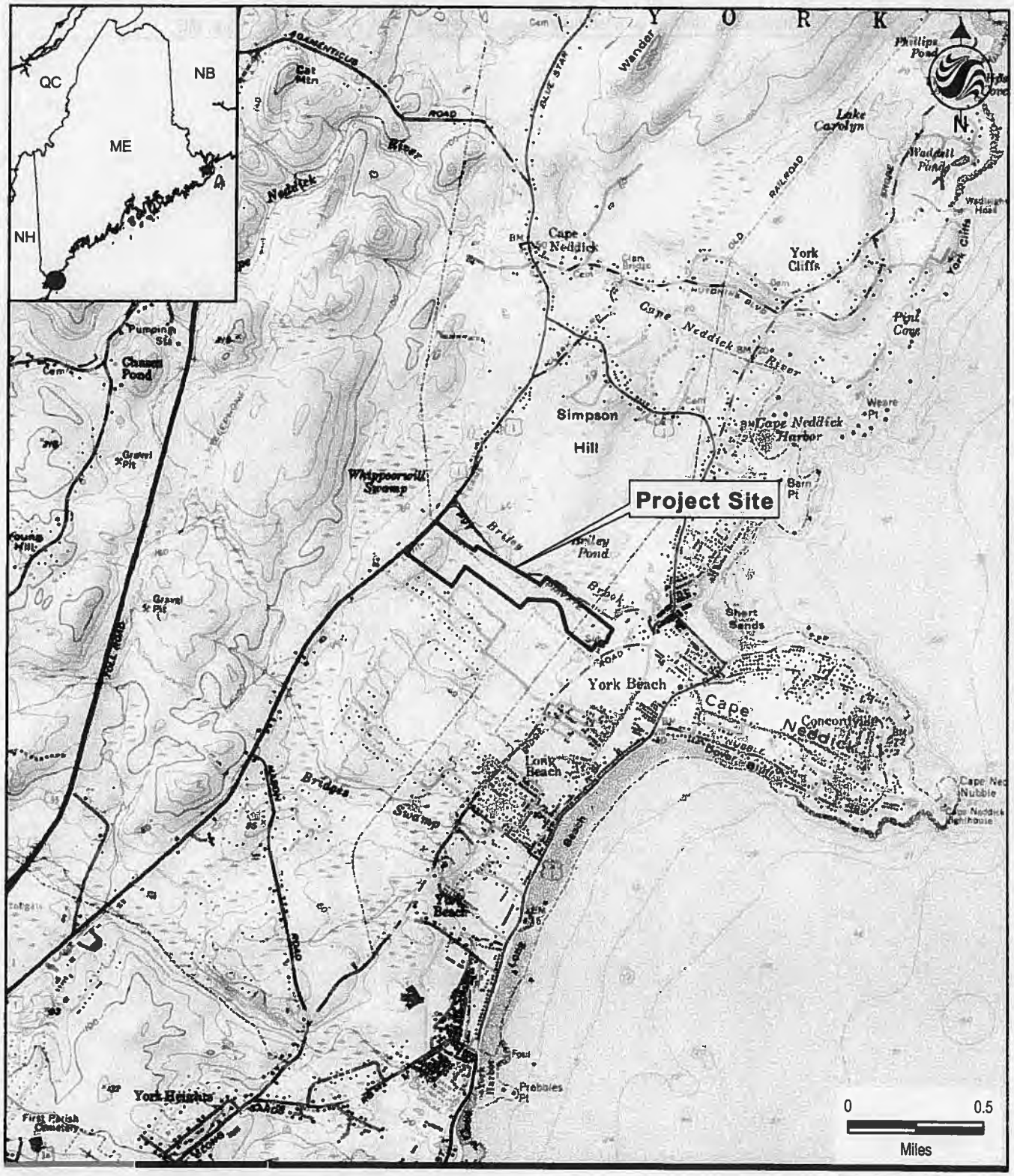
Photo 9: Wetland 3 and vernal pool VP07KW in background.
Stantec Consulting. March 4, 2010

Photo 10: Vernal Pool 07KW in Wetland 3.
Stantec Consulting. July 2007.

Photo 11: Vernal Pool 07KW in Wetland 3.
Stantec Consulting, April 25, 2008.

Photo 12. Vernal Pool 07KW in Wetland 3.
Stantec Consulting, April 25, 2008.

APPENDIX B
FIGURES



195600823

Stantec Consulting Services Inc.
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Topsham, ME USA
04086
Phone (207) 729-1199
Fax: (207) 729-2715
www.stantec.com

Stantec

FILENAME.mxd

Client/Project
SMRT
York Police Station
York, Maine

Figure No.
1

Title
Project Site
September 4, 2012

Stantec Consulting Services Inc.
30 Park Drive
Topsham ME U.S.A.
04086
Tel. 207.729.1199
Fax 207.729.2715
www.stantec.com

Legend

- Wetland Identified by Stantec
- Vernal Pool Identified by Stantec
- MDEP stream identified by Stantec
- Proposed Developments (Road and Police Station)

0 300
FEET

Client/Project 195600823

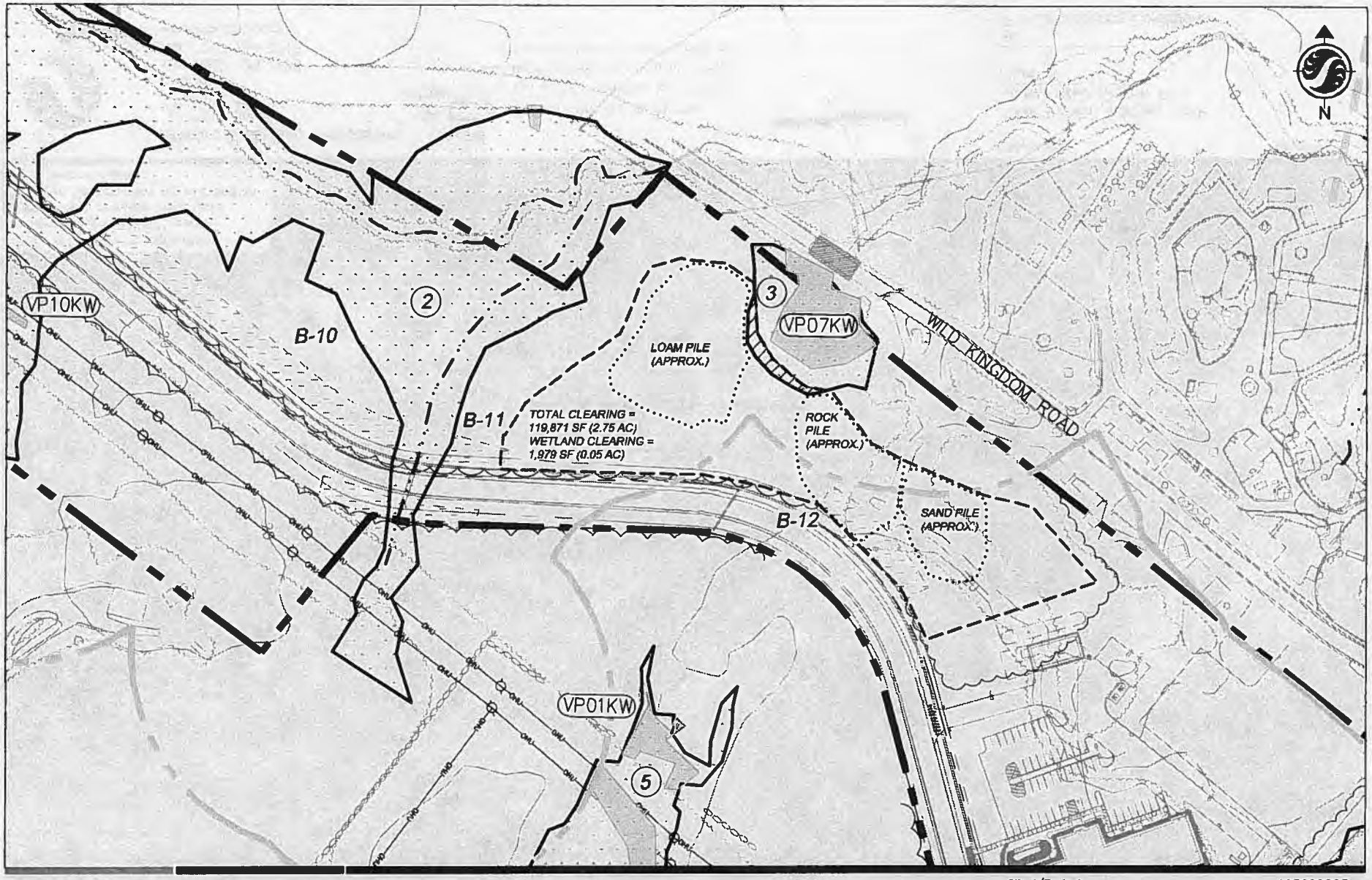
York Police Station, York ME
Buffer Restoration Plan

Figure No.
2

Title
Pre-Disturbance Conditions

October 3, 2012

York-Police-Sta-Restoration_Plan_10-3-12.dwg



Stantec Consulting Services Inc.
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04086
Tel. 207.729.1199
Fax. 207.729.2715
www.stantec.com

Legend

- (2) Wetland Identified by Stantec
- VP01KW Vernal Pool Identified by Stantec
- MDEP stream identified by Stantec
- Mixed-Use Shoreland Zone (Town of York)
- B-12 Stormwater Buffer Easement
- Altered Area (GPS by Stantec, Aug 2012)
- Wetland Clearing

0 150
FEET

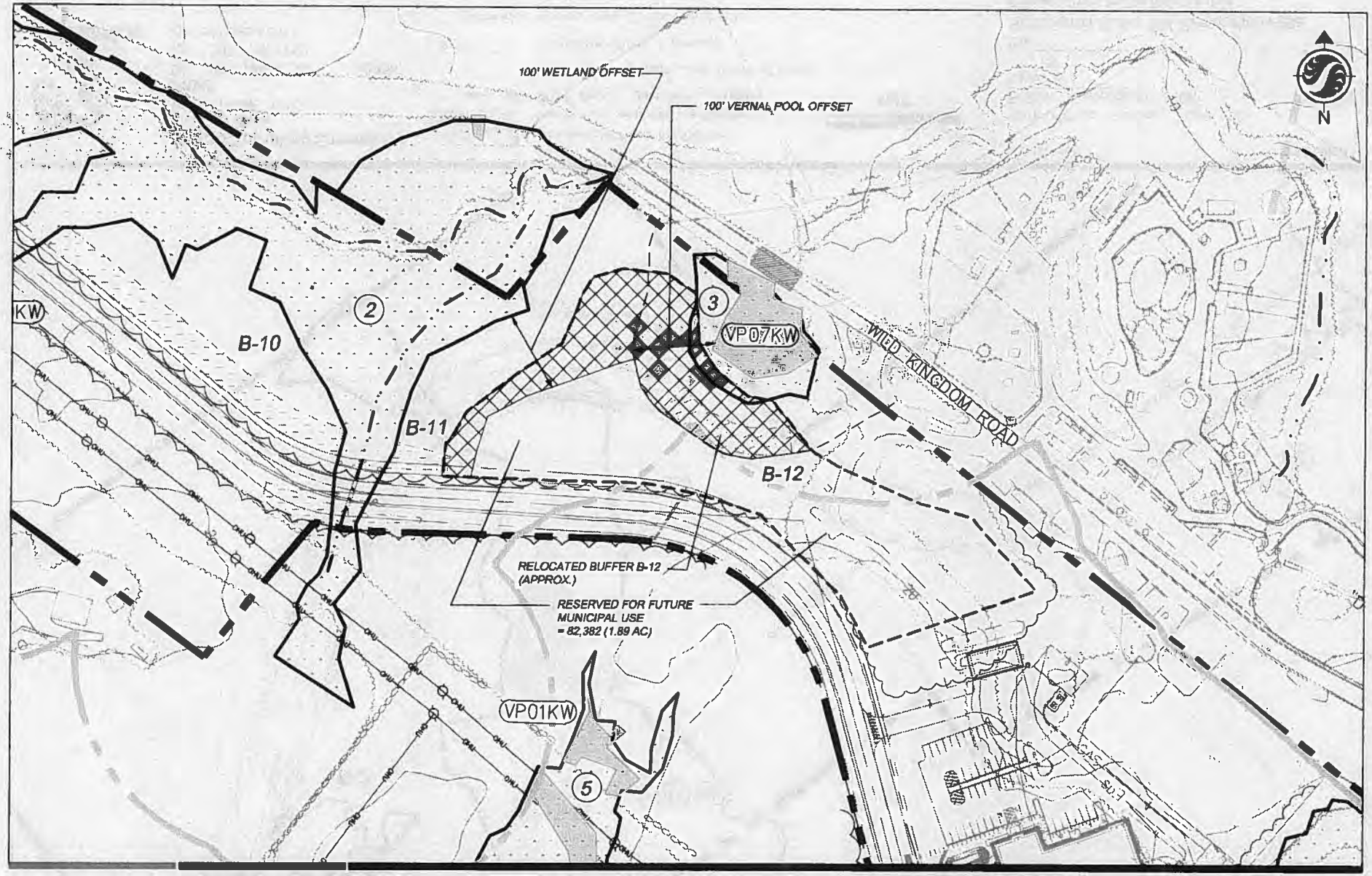
Client/Project 195600823

York Police Station, York ME
Buffer Restoration Plan

Figure No.
3

Title
Altered Vernal Pool Buffer and Stormwater Buffers B-11 and B-12
October 3, 2012

York-Police-Sta-Restoration_Plan_10-3-12.dwg



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Legend

- (2) Wetland Identified by Stantec
- (VP01KW) Vernal Pool Identified by Stantec
- MDEP stream identified by Stantec
- Mixed-Use Shoreland Zone (Town of York)
- B-12 Stormwater Buffer Easement
- Altered Area = 119,871 SF (2.75 AC)
- Proposed Wetland Restoration = 1,979 SF (0.05 AC)
- Proposed Primary Buffer Restoration = 37,490 SF (0.86 AC)

0 150 FEET

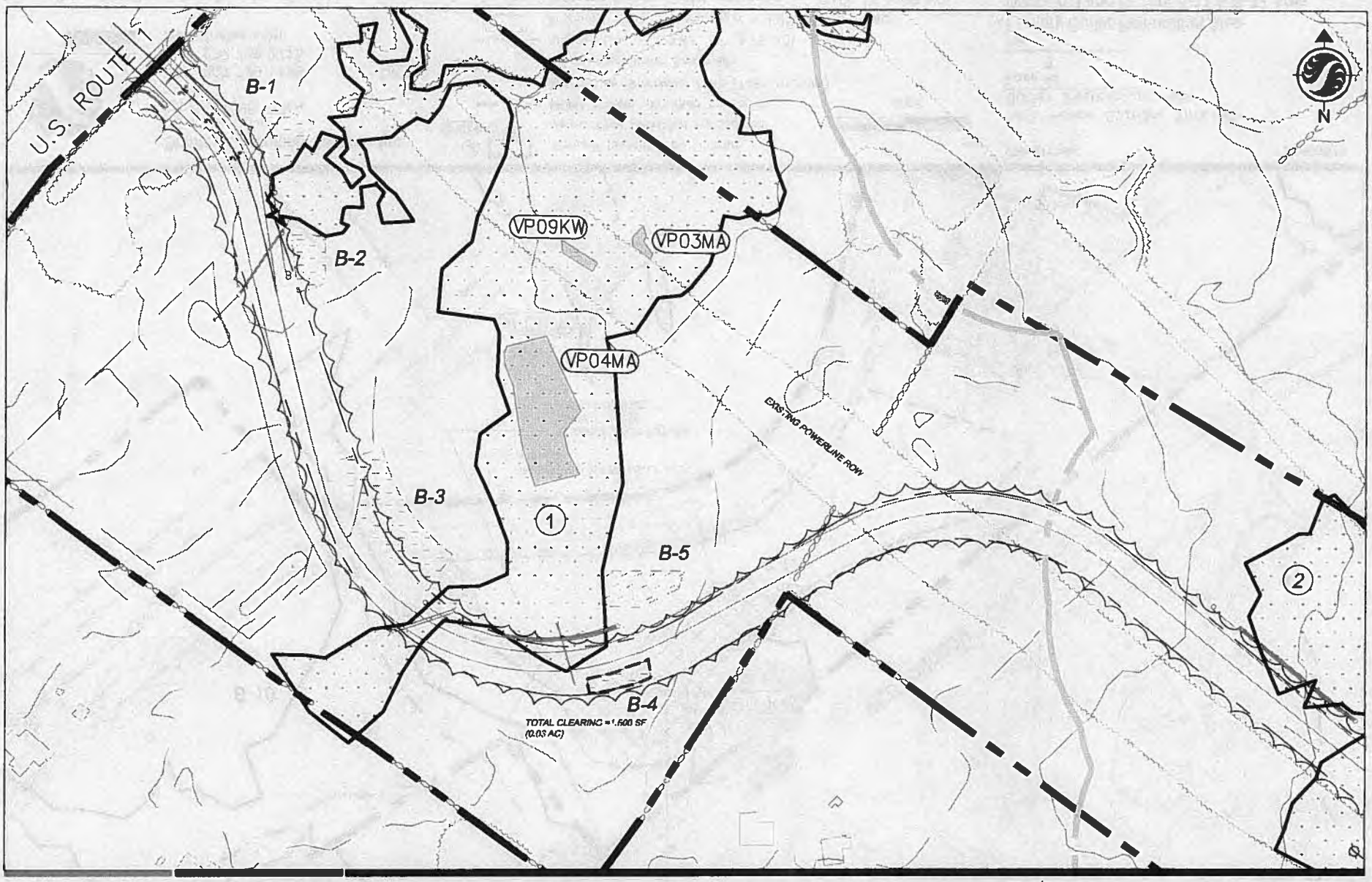
Client/Project 195600823

York Police Station, York ME
Buffer Restoration Plan

Figure No.
4

Title
Primary Buffer Restoration Area
Wetland 3 and Buffers B-11 & B-12 Area
October 22, 2012

York-Police-Sta-Restoration_Plan_10-22-12.dwg



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Legend

- (2) Wetland Identified by Stantec
- VP01KW Vernal Pool Identified by Stantec
- MDEP stream identified by Stantec
- Mixed-Use Shoreland Zone (Town of York)
- B-12 Stormwater Buffer Easement
- Altered Area (To Be Replanted)

* Not all Legend items appear on map.

0 150 FEET

Client/Project 195600823

York Police Station, York ME
Buffer Restoration Plan

Figure No.
5

Title
Stormwater Buffer B-4 Restoration Area
Altered Area to Be Re-Planted
October 22, 2012

York-Police-Sta-Restoration_Plan_10-22-12.dwg

APPENDIX C
INVASIVE SPECIES CONTROL PLAN

The approach to controlling invasive plants in the vernal pool and stormwater buffers and wetland restoration area will focus on limiting the establishment of invasive species that could encroach from nearby areas. There are existing invasive plants, in particular alder-buckthorn (*Frangula alnus*), present in the surrounding area. The overall approach, therefore, will be to limit the extent of invasive plants and attempt to keep them from dominating the sites, suppressing the growth of planted trees and shrubs, or forming large (i.e., over 500 square feet in area) contiguous, monotypic stands that significantly affect species diversity and habitat functions and values.

Target Species

Invasive species are currently found in nearby areas, including alder-buckthorn, purple loosestrife (*Lythrum salicaria*), oriental bittersweet (*Celastrus orbiculata*), Japanese barberry (*Berberis thunbergii*), common reed (*Phragmites australis*), Morrow's honeysuckle (*Lonicera morrowii*), and multiflora rose (*Rosa multiflora*). Each of these species poses a moderate to high risk of colonization into the restored areas.

Passive Controls

Passive invasive species control focuses on preventing and limiting the initial introduction of invasive species into the restored areas. The following measures will be implemented to prevent or limit the introduction of invasive species into the restored areas.

- Exposed soil surfaces will be seeded with the prescribed mixes and mulched with weed free straw as soon as possible following final grading. If hydroseeded, fiber mulch will be applied by the hydroseeder, which may require supplemental straw mulch to thoroughly cover the exposed soil. Straw mulch will be applied at a rate of up to 2 bales per 1,000 square feet or as needed to cover the soil.
- If seeding cannot occur immediately following final grading due to seasonal constraints, the exposed soil will be temporarily mulched with straw until seeding occurs.
- Bark mulch with a three-foot diameter will be installed at the base of each installed plant and maintained to reduce competition by invasive species and other weeds.
- The planting plan has been designed to restore upland forested habitat over time. Shade-intolerant species will not be able to persist under the shaded conditions of the forested uplands, and this will be one of the primary means of controlling these species over the long term. However, it is expected that it will take several years (i.e., 10 years or more) for the re-planted areas to develop sufficient canopy and shading to limit these species. In that interim, active methods (as described below) may be implemented to control invasive species and limit competition with the planted trees and shrubs.

Active Controls

Active invasive species controls may need to be implemented within the restoration sites to control invasive plant species that are able to become established following construction. Active invasive control, if needed, will generally begin after restoration and continue through the monitoring period. Active measures may include the following.

- Prior to or shortly after plant installation, invasive plants identified within the upland buffer and wetland restoration areas will be controlled. Small, individual plants will be manually pulled or dug from the ground. Limited herbicide treatments using Rodeo® (active ingredient: glyphosate), a non-selective, systemic herbicide, may be employed on larger individual plants, particularly mature plants capable of producing fruit. As needed, these control methods also will be employed on an annual basis during the monitoring period.
- Within the restoration areas, annual monitoring will be conducted to assess the presence and abundance of invasive species. The course of action will depend primarily on the species present and the abundance. In general, removal by hand and proper disposal will be utilized for small, localized patches or individual plants.

MEMO

TO: Bryan Emerson, Stantec
FROM: Robert G. Yandow, York Town Manager
DATE: April 16, 2013
RE: Proposal for Use in Un-Restored Buffer Area

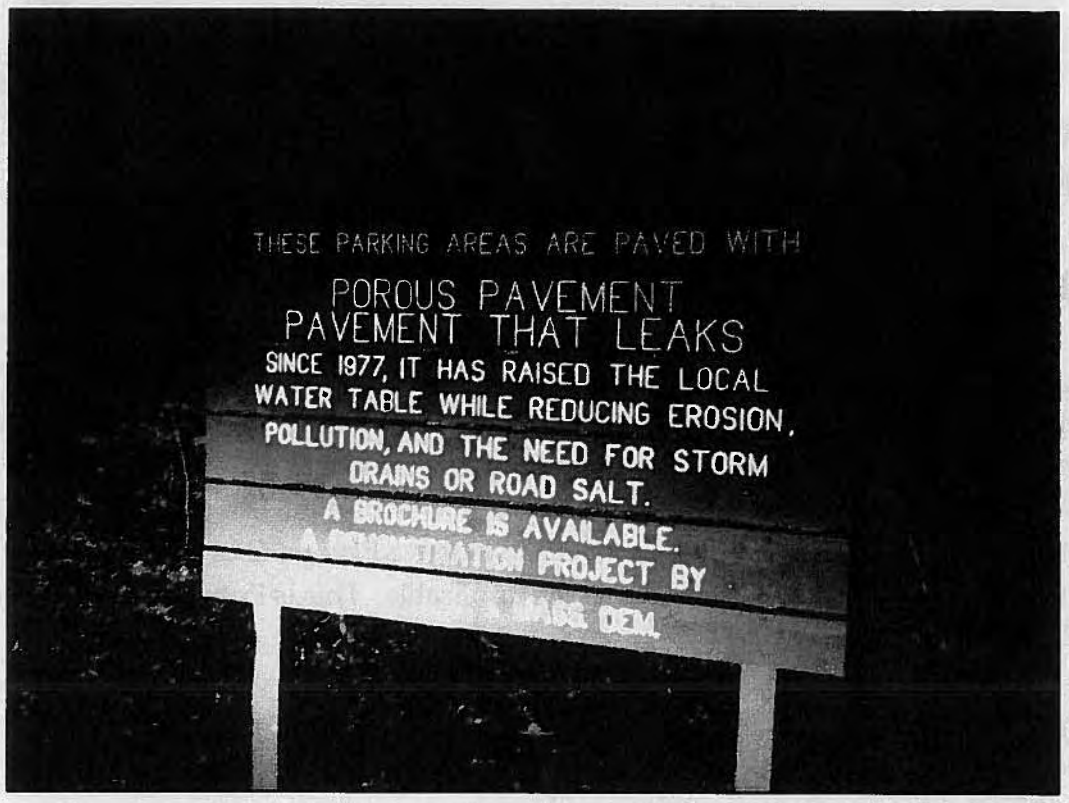
Background

The area in question is roughly an acre in size, more or less. The shape is irregular, but could be described generally as a bowtie shape, narrower in the middle than on each end. The entire area is upland. Roughly half falls within the Mixed Use Subdistrict of the Shoreland Overlay District. The Comprehensive Plan policies for the Green Enterprise Recreation Overlay District are applicable. This is Future Land Use Area #22.

Proposal

As a starting point, I propose the Town develop a **multi-purpose, green-tourism facility** at this site. The following would apply:

- Information kiosk/booth. Dual purpose. First, this site would offer tourist information. The new road will likely become the main access road into the York Beach area for tourists, so this is a location-specific opportunity. It wouldn't function as well anywhere else. Second, this would offer information about green recreation and green tourism. This site is located in York's new Green Recreation Enterprise District, which is all about advocating for lower-impact, more sustainable tourism and recreation. This facility should become a focal point in this effort, and again, it wouldn't be as effective if located elsewhere. This facility should also highlight the site's LID design features. Spreading this gospel will be increasingly important because York will be included in MS4 starting next July 1st. In fact this site could be a significant component of the Town's response to the MS4-mandated minimum control measures. Wetland and vernal pool education might also be a possible focal point, too, as the site would also be able to safely accommodate school busses.
  The following is a photo of a sign of similar nature to that envisioned here. It is located in the parking lot at Walden Pond State Reservation.



- Car Parking. There could be room for one to two dozen vehicles. Perhaps half could be designated for short-term parking - by the information kiosks/booth so people can get out to stretch their legs and get oriented. The remaining spaces would be the on-site parking associated with the open space use of this property. These would therefore allow longer duration parking and be available for anyone using the trails and paths on this property. An 8' wide mixed-use path will be constructed along the new connector road, which is envisioned as the first link in a walking/biking path leading from York Beach to Mount Agamenticus. There will also be a trail network in the new Town parklands along either side of the connector road. Note that these parking areas should be designed to become wooded over time after development. This shouldn't end up as a big hot parking lot in the summer – it should be shady, with ample full-size trees integrated into the design.

- Bus and Trolley Interface. There should be off-street space created for busses and trolleys to drop off and pick up passengers. In the long term, this could facilitate longer-distance bussing in to York Beach for tourists (as an alternative

to each driving their own car), with trolley's picking up the passengers for delivery to the village, or one of the beaches. Tour busses might also be able to use this as an intermediate stop, coordinating with local trolleys for shorter-duration visits. A shelter of some sort for waiting passengers would be advisable. Parking for a few busses or trolleys might be useful. For the trolleys to maintain consistent schedules, this interchange point needs to be relatively close to the destination points – the beaches. Locating this at a remote point on Route One would be far less functional.

- Low Impact Design (LID) features. Porous asphalt and porous concrete throughout – because this would be a great high-profile public demonstration project. Water quality treatment after leaving the subsurface storage would require another method, perhaps artificial wetlands or some sort of vegetative filter. Without knowing the specific water quality issues to be addressed, this is a complete guess up front. LID can be used to address suspended solids, hydrocarbons, metals, nitrogen and phosphorous and specific measures address each differently.

Reasons

I have based my recommendations on our Comprehensive Plan. In particular, the following 4 Comprehensive Plan Recommendations relating to Future Land Use Area #22 are of greatest significance:

#7 The Town should pursue transportation and parking solutions that ensure safe pedestrian access and movement, including safe paths and roads for all users, ADA compliant sidewalks, multi-modal transportation options, and new parking programs that ease York Beach's current parking constraints. The purchase of Town property in a portion of the study area provides the opportunity to create parking for downtown York Beach; ideally the cost of creating and maintaining new parking would be self-sustaining.

#10 Expanded development in this area cannot be allowed to negatively impact the health of the beaches. To that end, all development should have Low Impact Development standards in place that ensure that the quantity of additional stormwater runoff is kept to a minimum and that stormwater quality is not impaired.

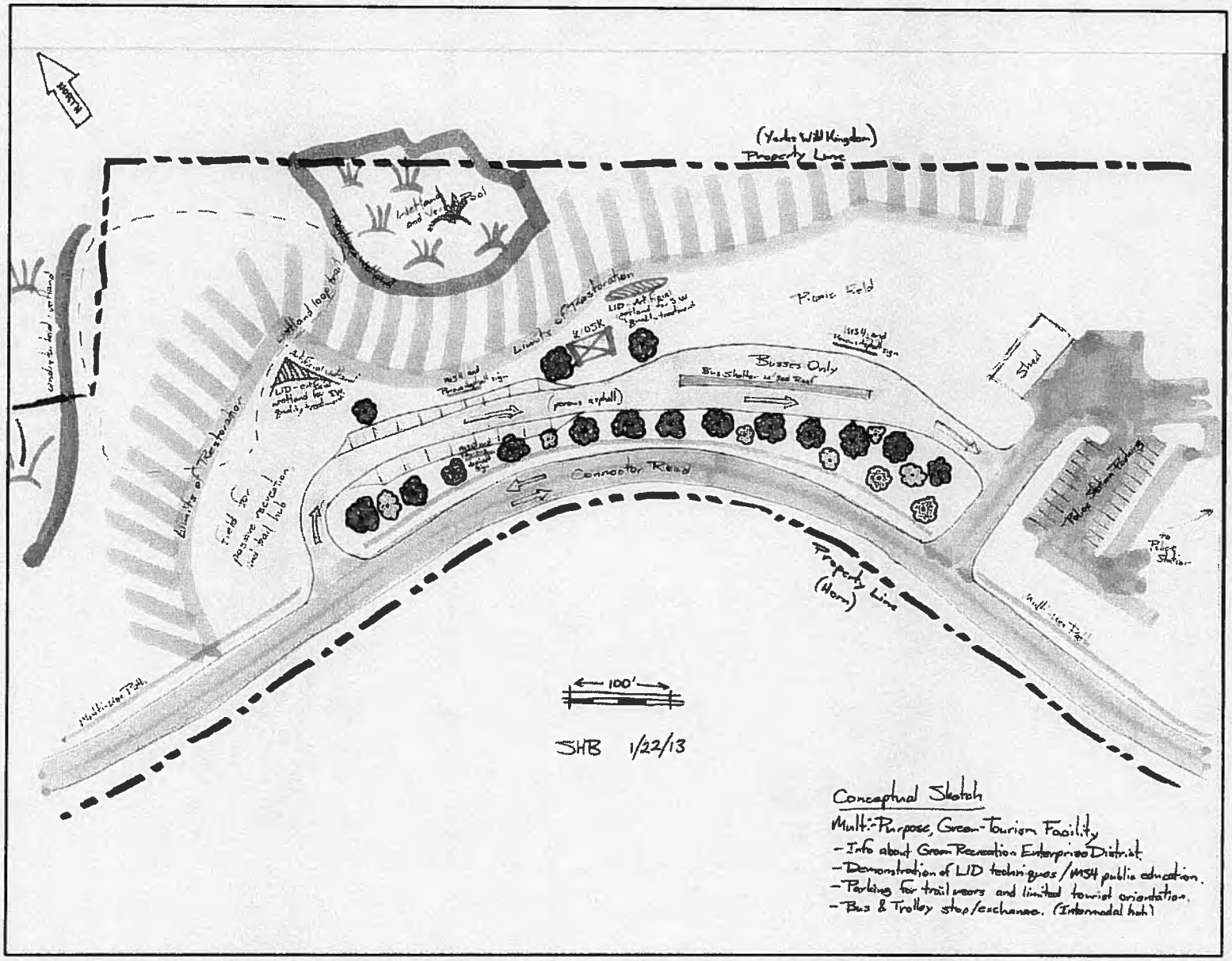
#12 The creation of the Green Enterprise Recreation District provides an opportunity to define and promote green recreation, eco-tourism, and a vision of sustainable tourism based around the natural beauty of York. Promoting green recreation should be prominent in all Zoning changes and land management plans for this area.

#13 New development proposals, public and private, should be reviewed keeping in mind the feedback received from the public of the need for more amenities to families vacationing in York Beach, providing seating, shade, bathrooms, and other facilities to make trips to York Beach more convenient and welcoming for visitors.

Why Not Another Location?

The question has been raised, why here? Why not locate these improvements elsewhere? Simple. The proposal represents a mix of uses – providing on-site parking for trail users, providing general and site-specific information for tourists, and providing a place for the exchange of people from long-route busses to local trolleys. These uses are location-dependent and this site makes sense. But why not locate these uses up on the Route One corridor?

The Comprehensive Plan calls for a new route to bring tourists to York's beaches. There are a multitude of references to this goal (see specifically: policy 2.4.7; and write-ups in the future land use policies for York Beach, York Harbor, York Village, York Street, and the Route One Corridor). The intent is to pull tourist traffic away from the local road network and direct it efficiently to the place visitors are heading – the beaches. This improves quality of life for residents, reduces local traffic congestion, saves gas, and improves air quality – good stuff. So we have this new route to the beach and we will be directing visitors to it. Most will enter York via I-95 and will access Route One at Spur Road. Between this interchange and the Blinn House at entrance to this site, there are 6 vacant or underutilized sites on the easterly side of Route One (731, 965, 975, 985, and 995 US Route One, and 170 Rogers Road). The eastern side of Route One is optimal because we wouldn't want to force people to cross traffic twice on Route One to access these facilities. There are significant constraints on each of these lots, typically wetlands or shoreland setbacks or overall size, and none are owned by the Town so they would need to be purchased. The area where these improvements are proposed are appropriate to the location, and are already owned by the Town.

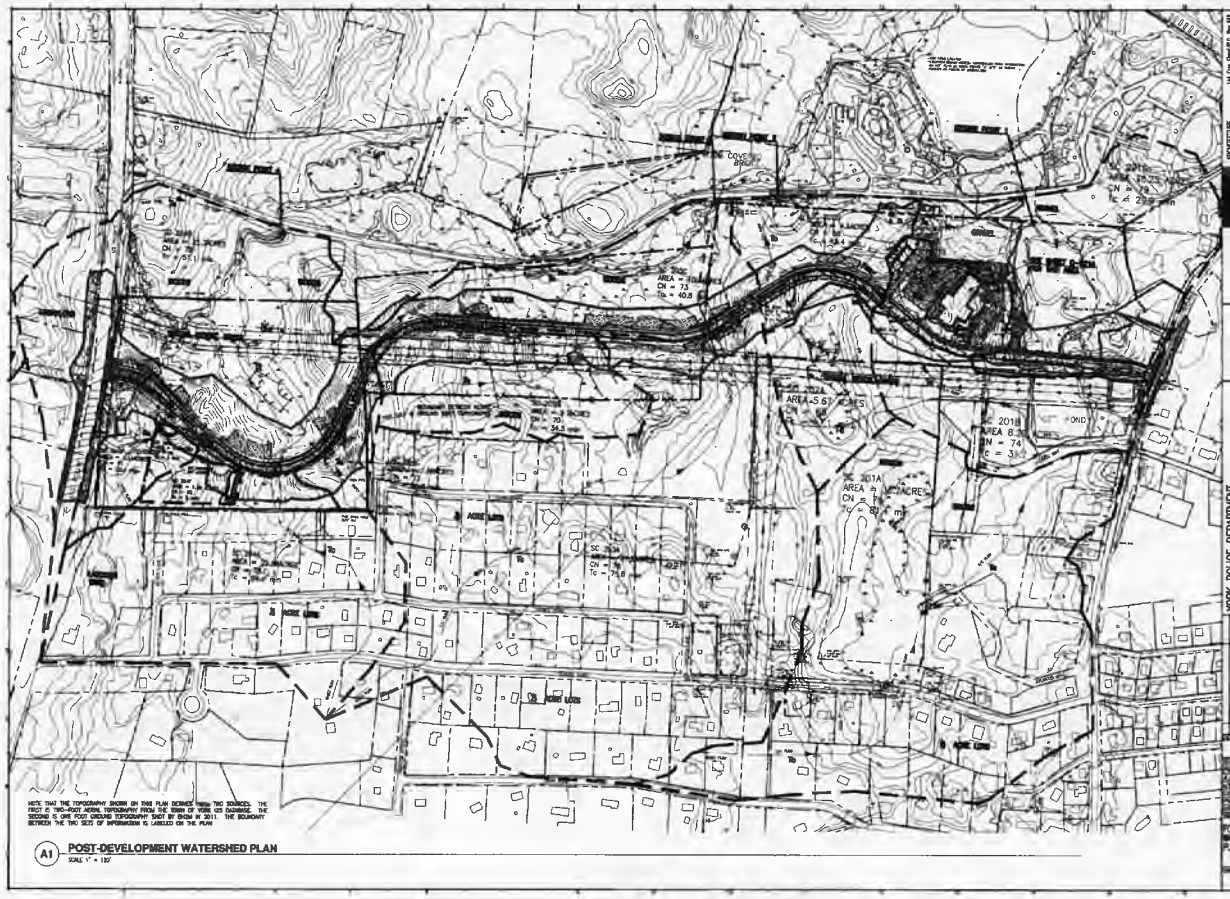


Conceptual Sketch

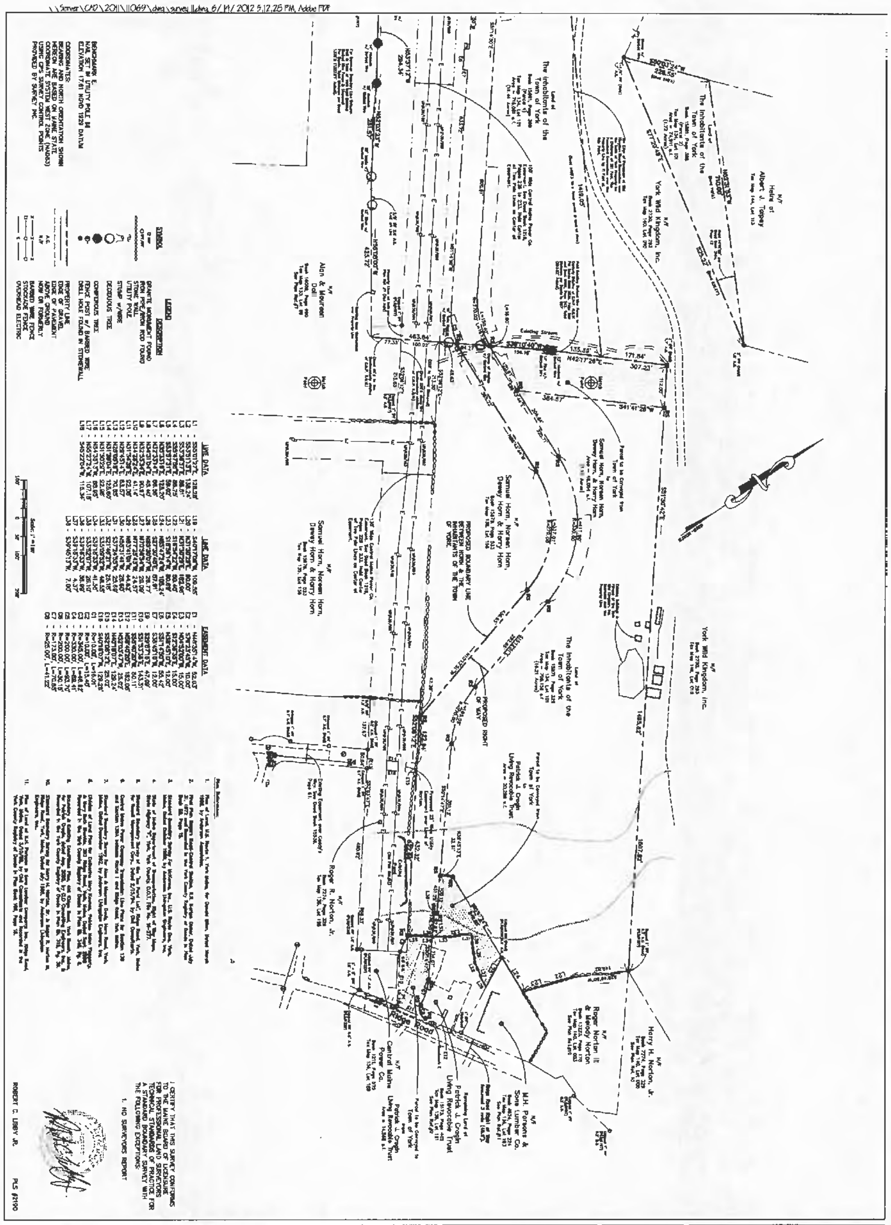
Multi-Purpose, Green-Tourism Facility

- Info about Green Recreation Enterprise District.
- Demonstration of LID techniques / MS4 public education.
- Parking for trail users and limited tourist orientation.
- Bus & Trolley stop/exchange. (Intermodal hub)

f. Survey and Monumentation



NOTE: THAT THE TOPOGRAPHY SHOWN ON THIS PLAN DERIVES FROM TWO SOURCES. THE FIRST IS TWO-FOOT AERIAL TOPOGRAPHY FROM THE TOWN OF YORK GIS DATABASE. THE SECOND IS ONE FOOT GROUND TOPOGRAPHY SHOT BY BASIN IN 2011. THE BOUNDARY BETWEEN THE TWO SETS OF INFORMATION IS LABELED ON THE PLAN
A1 POST-DEVELOPMENT WATERSHED PLAN
SCALE 1" = 120'
YORK POLICE DEPARTMENT
ISSUED FOR SLODA AMENDMENT
8-30-12
POST-DEVELOPMENT WATERSHED PLAN
C-121
SMRI

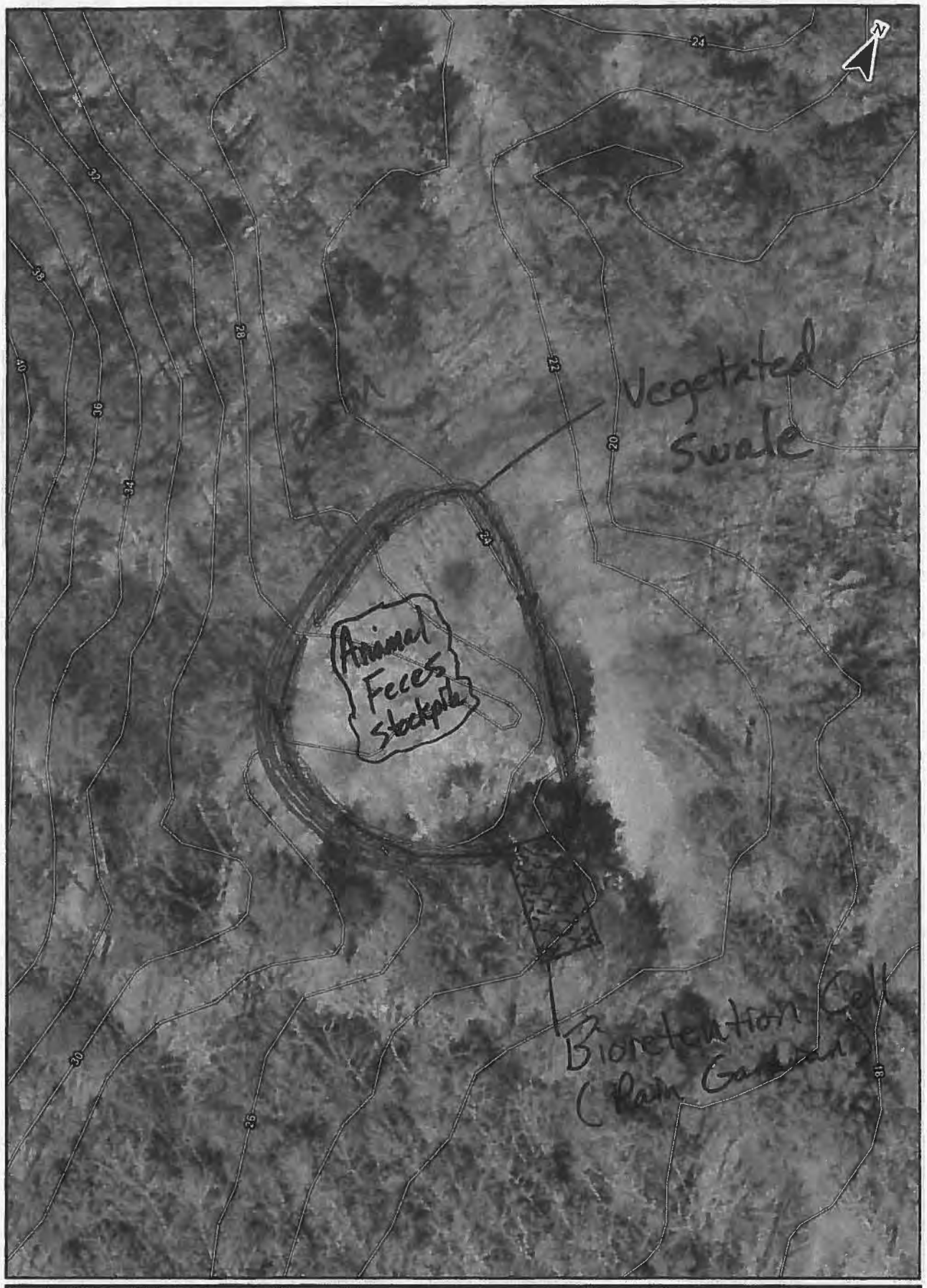


SHEET 2 of 2	DESIGNED R. Libby, Jr. / DRAWN R. Libby, Jr. / CHECKED W. Thompson	DATE Nov 2011 / SCALE 1" = 100' / JOB. NO. 11069	**STANDARD BOUNDARY SURVEY PLAN** LAND OF THE INHABITANTS OF THE TOWN OF YORK ROUTE ONE & RIDGE ROAD YORK, MAINE	FOR The Town Of York c/o Cathy Stradal SMRT, Inc. P.O. Box 618, 144 Fore St. Portland, ME 04101

BH2M
Berry, Huff, McDonald, Milligan Inc.
Engineers, Surveyors
28 State Street, Gorham, Maine 04038
Tel. (207) 839-2771
Fax (207) 839-8250

REVISION		
NO.	DATE	DESCRIPTION

g. Animal Feces Stockpile



DRAWN BY: KDG	DATE: AUGUST, 2009
CHECKED BY: SJB	PROJECT: 083058

OAK ENGINEERS

PROPOSED WATER QUALITY ENHANCEMENT FOR YORK'S WILD KINGDOM

SHORT SANDS OUTFALL
TOWN OF YORK, MAINE

0 15 30 60 Feet

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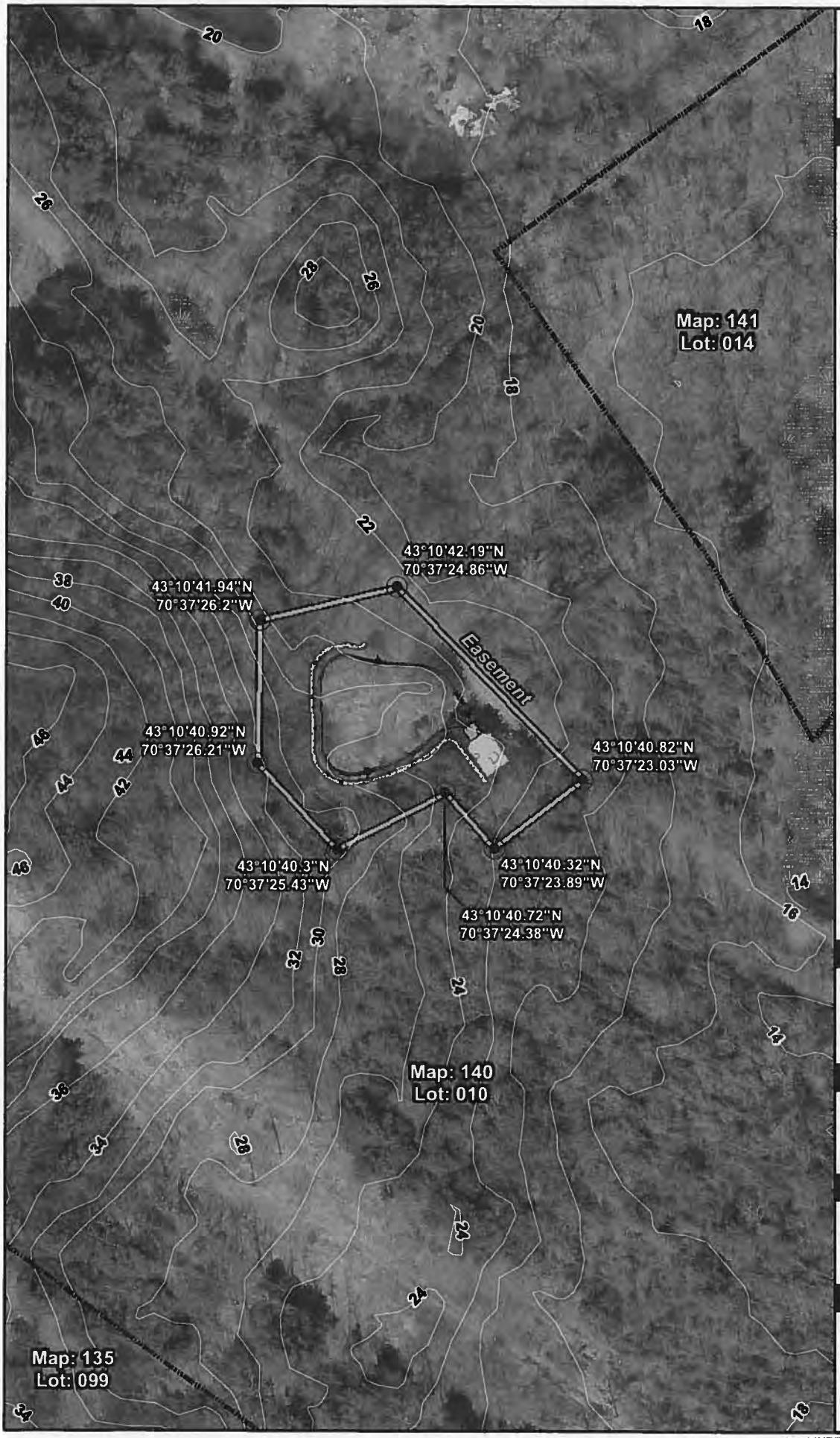

OAK ENGINEERS

Regional Locator Map

GENERAL NOTES:

1. ALL DISTURBED AREAS WILL BE LOAMED, SEEDED AND MULCHED
2. ALL CULVERTS SHALL BE FIELD LOCATED BY THE ENGINEER
3. FIGURE IS FOR ILLISTRATION ONLY, EXACT LOCATION OF STRUCTURES WILL BE FIELD LOCATED BY ENGINEER
4. INSTALL RIP RAP AND ALLOW FOR AT LEAST A TWO FOOT SUMP FOR THE SEDIMENT FORBAY
5. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL SLOPES AND GRADES TO ENSURE DRAINAGE
6. ALL TREES SHALL BE PROTECTED AS DIRECTED BY THE ENGINEER
7. THE EASEMENT SHOWN HERE IS FOR CONSTRUCTION AND FUTURE MAINTENANCE ACCESS BY THE TOWN OF YORK OR CONSULTANT.

Scale and Orientation

0 50 100

1 inch = 100 feet

Prepared For

Town of York
186 York Street
York, Maine

Site Address

Short Sands Outfall
Beach Street
York, Maine

083058 | March 2010

York's Wild Kingdom Easement

EXHIBIT A

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SEQUENCE OF CONSTRUCTION

MATERIALS

1/2 DAY – INSTALL SEDIMENT CONTROL DEVICES. (THESE ARE FOR LARGER PROJECTS. CHECK WITH YOUR LOCAL BUILDING PERMIT OFFICE. IT'S A GOOD IDEA TO SURROUND THE DOWN GRADIENT PART OF THE SITE WITH STRAW BALES OR SILT FENCE. IT'S READILY AVAILABLE AND INEXPENSIVE.)

1 DAY – GRADE SITE TO ELEVATIONS SHOWN ON PLAN. IF APPLICABLE, CONSTRUCT CURB OPENINGS AND/OR REMOVE AND REPLACE EXISTING CONCRETE. CURB OPENINGS SHOULD BE BLOCKED OR OTHER MEASURES TAKEN TO PROHIBIT FROM ENTERING CONSTRUCTION AREA. (EQUIPMENT SUCH AS A SHOVEL MAY BE ROTATED FOR THIS. MAKE SURE ENGINE IS ROTATED BEFORE ANY DIGGING. SAFETY FENCE SHOULD BE USED AROUND ANY CONSTRUCTION OR EXCAVATION.)

1/2 DAY – STABILIZE GRADING WITHIN LIMIT OF DISTURBANCE (EXCEPT FOR THE BIORETENTION AREA WHICH WILL BE PLANTED. CIRCUMVENTING THE CELL WITH A BALED, STRAW BALES, OR COMPOST BERM TO KEEP SEDIMENT OUT OF BIORETENTION CELL.)

1/2 DAY – EXCAVATE BIORETENTION AREA TO PROPOSED DEPTH AND SCARIFY THE EXISTING SOIL SURFACES, TAKING CARE NOT TO IMPACT THE IN-SITU MATERIALS. (A CONTRACTOR MAY BE NEED TO DIG THE HOLE, MAKE SURE THAT THERE ARE NO OPEN AREAS OR PITS OPEN AT THE END OF THE DAY AND NO EXCAVATION OVER LOCAL JURISDICTION OR OSHA LIMITS. GENERALLY BIORETENTION CELLS ARE LESS THAN THREE FEET DEEP.

1/2 DAY – INSTALL UNDERDRAIN SYSTEM AND OBSERVATION WELL, IF SPECIFIED. (USE PERFORATED 4" HDPE PIPE AND SURROUND THE PIPE WITH ABOUT 2" OF GRAVEL.)

1/4 DAY – BACKFILL BIORETENTION AREA WITH PLANTING SOIL. (FILL THE CELL WITH 8" LIFTS OF SOIL, SATURATE EACH LIFT AND LET IT DRAIN AND THEN PLACE THE NEXT LIFT. BE CAREFUL NOT TO COMPACT THE SOIL WITH EQUIPMENT AND SATURATE IT.)

1/4 DAY – PLANT VEGETATION.

1/4 DAY – MULCH AND INSTALL EROSION PROTECTION AT ENTRANCE POINTS. REMOVE SEDIMENT CONTROL PRACTICES OR ENTRANCE BLOCKS WITH INSPECTOR AUTHORIZATION. IF THIS PROJECT REQUIRES A PERMIT, IT IS RECOMMENDED TO LEAVE PERIMETER BIODEGRADABLE CONTROLS TO SUBMIT LOADS TO CELL.)

TOTAL ESTIMATED CONSTRUCTION TIME: 3.5 DAYS

MAINTENANCE SCHEDULE

SOIL

VISUALLY INSPECT AND REPAIR EROSION MONTHLY. USE SMALL STONES TO STABILIZE EROSION ALONG DRAINAGE PATHS.

CHECK THE PH ONCE OR TWICE A YEAR. APPLY AN ALKALINE PRODUCT, SUCH AS LIMESTONE, IF NEEDED.

MULCH

RE-MULCH ANY VOID AREAS BY HAND AS NEEDED.

EVERY SIX MONTHS, IN THE SPRING AND FALL, ADD A FRESH MULCH LAYER.

ONCE EVERY TWO TO THREE YEARS, IN THE SPRING, REMOVE OLD MULCH LAYER BEFORE APPLYING NEW ONE.

PLANTS

IMMEDIATELY AFTER THE COMPLETION OF CELL CONSTRUCTION, WATER PLANT MATERIAL FOR 14 CONSECUTIVE DAYS UNLESS THERE IS SUFFICIENT NATURAL RAINFALL.

WHEN TREES HAVE TAKEN ROOT, OR AT LEAST BY 6 MONTHS, REMOVE STAKES AND WIRES.

ONCE A MONTH (MORE FREQUENTLY IN THE SUMMER), VISUALLY INSPECT VEGETATION FOR DISEASE OR PEST PROBLEMS.

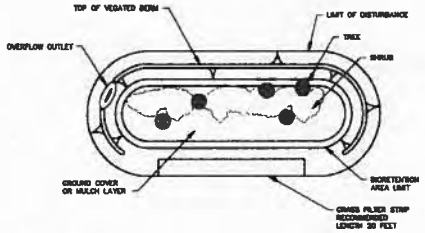
IF TREATMENT IS WARRANTED, USE THE LEAST TOXIC APPROACH.

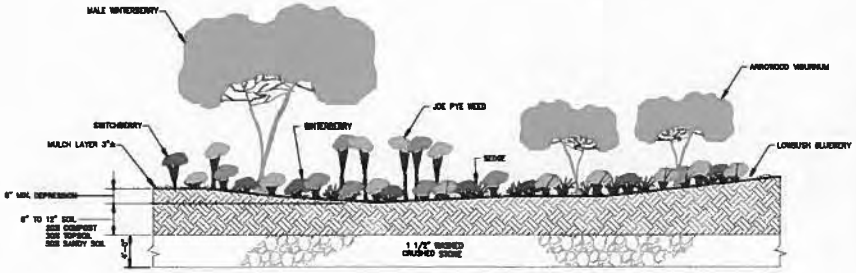
TWICE A YEAR, FROM MARCH 15TH TO APRIL 30TH AND OCTOBER 1ST TO NOVEMBER 30TH, REMOVE AND REPLACE ALL DEAD AND DISEASED VEGETATION CONSIDERED BEYOND TREATMENT.

DURING TIMES OF EXTENDED DROUGHT, LOOK FOR PHYSICAL FEATURES OF STRESS (WITHERED WILTING, YELLOW, SPOTTED OR BROWN LEAVES, LOSS OF LEAVES, ETC.). WATER IN THE EARLY MORNING AS NEEDED.

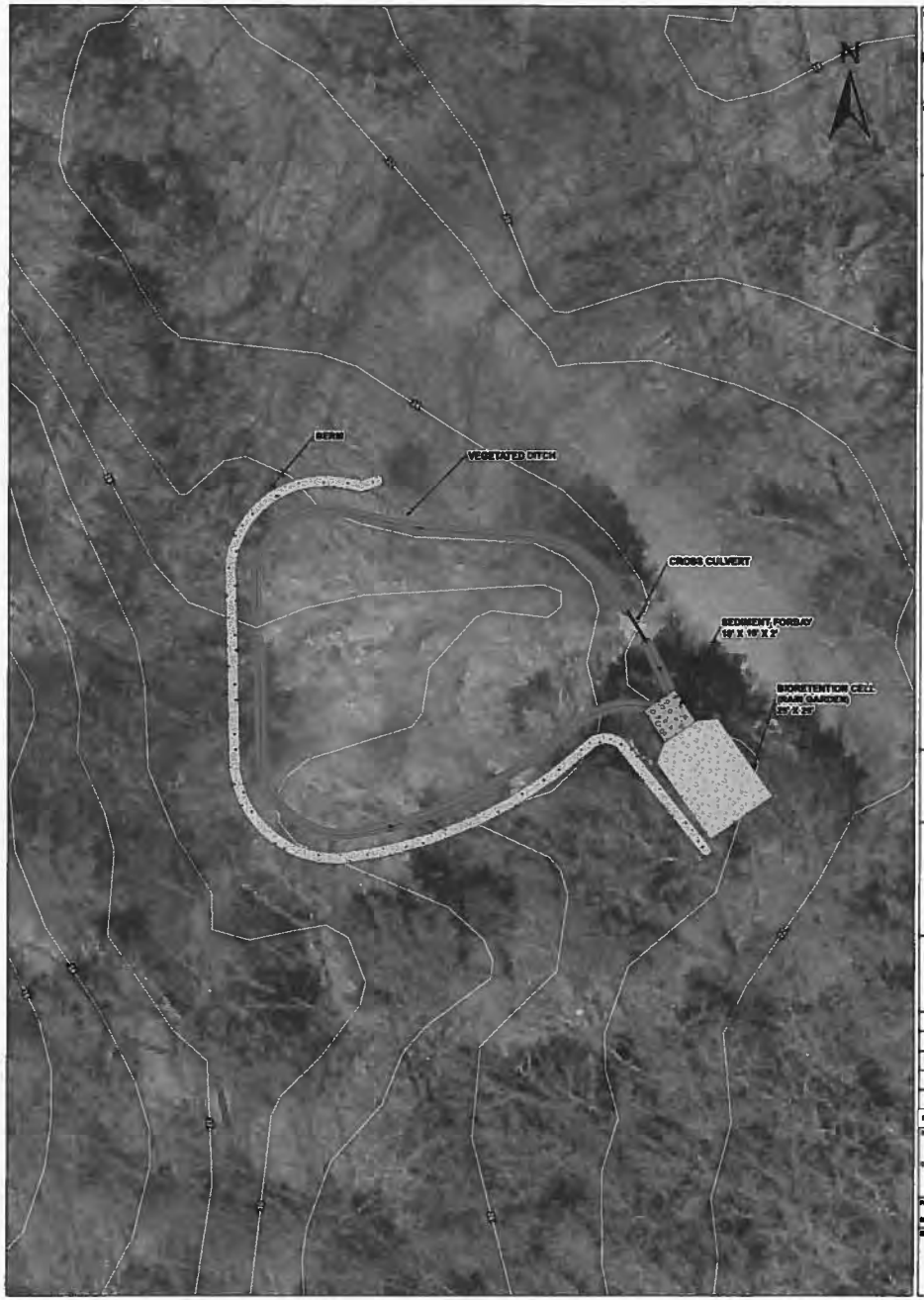
WEED REGULARLY, IF NEEDED.

PRUNE CHECKS GROWTH ANNUALLY OR MORE OFTEN, IF DESIRED. TRIMMED MATERIALS MAY BE RECYCLED BACK IN WITH REPLACEMENT MULCH OR LAND FILLED IF THERE IS A CONCERN OF HEAVY METALS ACCUMULATION.





RAIN GARDEN
NOT TO SCALE



Site:

SHORT SANDS BEACH DRAINAGE IMPROVEMENTS
YORK, MAINE

Prepared For:

TOWN OF YORK
186 YORK STREET
YORK, ME

General Notes:

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0 15 30 Feet
1 Inch = 15 feet

OAK ENGINEERS
499 Commercial Street, Suite 404
Portland, ME 04101
Tel: (207) 773-3594
Fax: (207) 773-3595
www.oakengineers.com

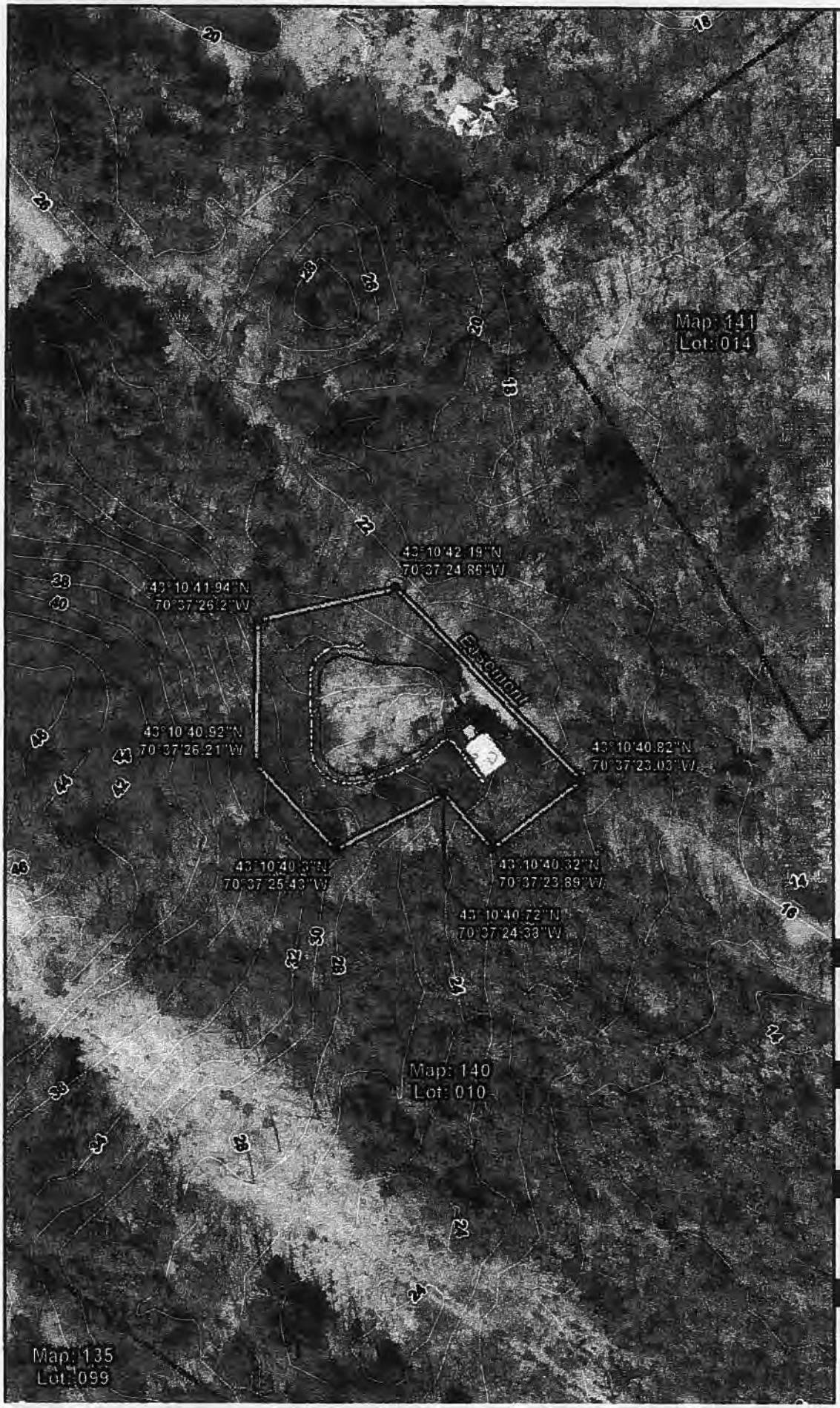
YORK WILD KINGDOM WATER QUALITY IMPROVEMENTS

No.	Revisions/Issues	Date

Design By: KDB	Checked By: SJG
Drawn By: KDB	Approved By: SJG
Project: 2020-01	Date: September 2020

Sheet:

1 of 1



OAK ENGINEERS

Regional Locator Map

York Wild Kingdom

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Scale and Orientation

0 50 100

1 inch = 100 feet

Prepared For

Town of York
186 York Street
York, Maine

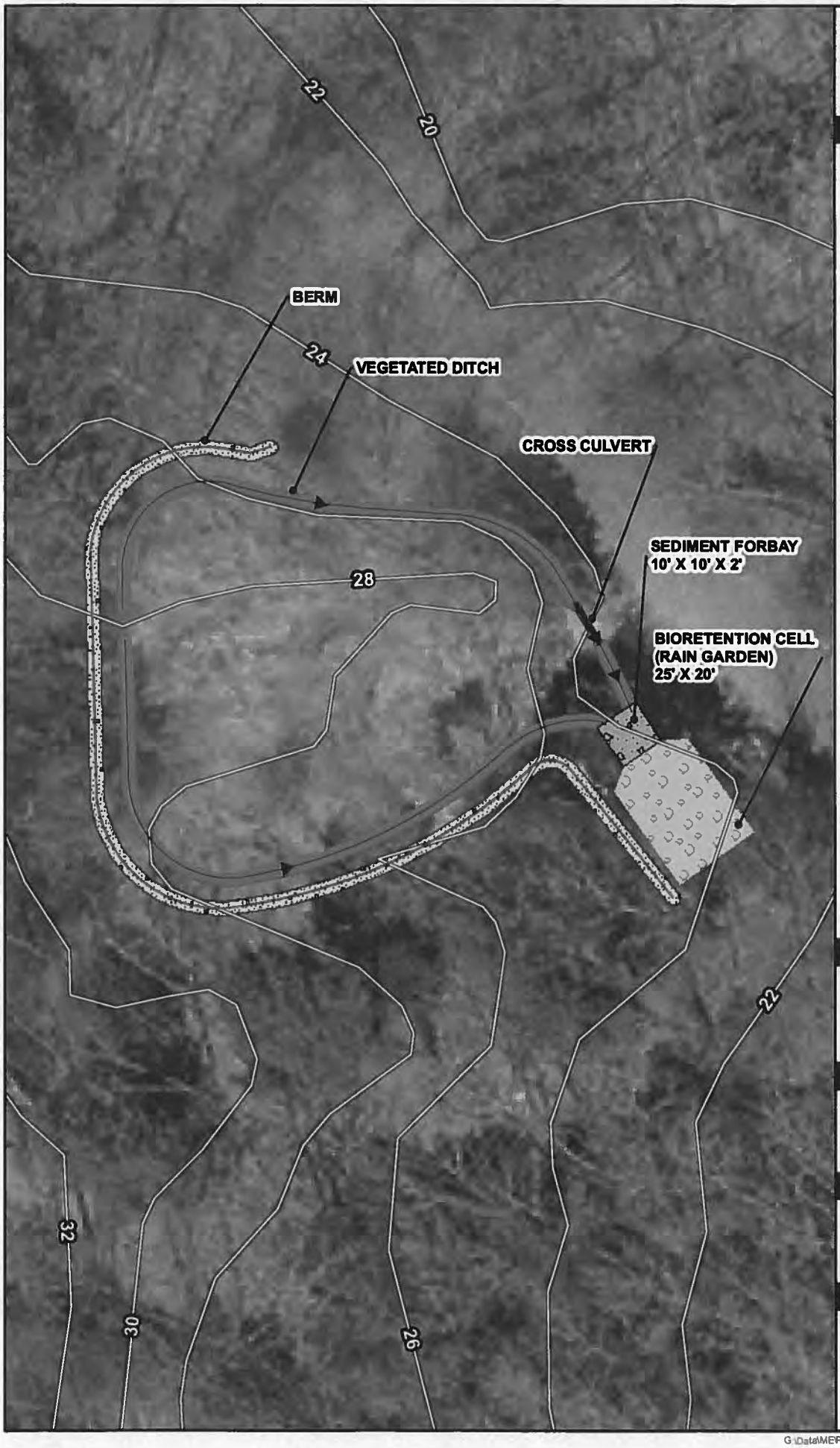
Site Address

Short Sands Outfall
Beach Street
York, Maine

083058 | March 2010

York's Wild Kingdom Easement

EXHIBIT A



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Scale and Orientation

0 12.5 25

1 inch = 30 feet

Prepared For

Town of York
186 York Street
York, Maine

Site Address

Short Sands Outfall
Beach Street
York, Maine

083058 | Sept 2009

York Wild Kingdom Water Quality Improvement

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After recording return to:
Lawrence C. Walden, Esq.
Bergen & Parkinson, LLC
62 Portland Road, Suite 25
Kennebunk, ME 04043

Space Above This Line For Recording

EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that **YORK'S WILD KINGDOM, INC.,** a Maine corporation doing business in York, York County, Maine ("Grantor"), for consideration paid, hereby grants to the **Inhabitants of the Town of York,** a municipal corporation with an address of 186 York Street, York, Maine 03909, an easement for the installation and annual inspection of a storm drain system, and related improvements including but not limited to a retention basin, pipes to and from the same, and utilization of the same for the collection and flowage of water. The area burdened by this easement is a portion of Grantor's property described in a deed dated November 28, 1980 and recorded with the York County Registry of Deeds in Book 2730, Page 293, and is located as depicted on the attached Exhibit A. The Grantee will give up all rights acquired in this easement if the grantee fails to make the proposed improvements as depicted in the attached exhibit A within two years. The Grantors shall be responsible for the maintenance, repair and replacement as the Town of York Public Works Director deems necessary of the storm drain system and related improvements. The Grantee herein shall have the right to enter upon land of the Grantors for the purposes of installation, annual inspections, and after any such installation, maintenance, repair, or replacement of said storm drain system and related improvements in the event that the grantors fail to do so. Grantors agree not be build any permanent improvements of any type in over the storm drain system and any related pipes or improvements. This easement is for the benefit of the adjacent and nearby public roads and public rights of way and for the drainage of water from the same and from other lands, and includes the right for discharge and flowage of water whatsoever in nature and amount.

IN WITNESS WHEREOF, York's Wild Kingdom, Inc. has caused this instrument to be executed as of this 14 day of OCTOBER, 2010, by JOSEPH BARBER, its duly authorized owner.

York's Wild Kingdom, Inc.

Witness: Amalycie Young

By: Joseph E Barber
Print Name: Joseph E Barber
Print title: President

STATE OF MAINE
COUNTY OF YORK, ss

OCTOBER 14, 2010

Personally appeared the above-named JOSEPH BARBER who is the PRESIDENT of York's Wild Kingdom, Inc., and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said corporation.

Before me, Kevin C Raymond
Notary Public
Print Name: Kevin C. Raymond
My Commission expires: Notary Public, State of Maine
My Commission Expires April 11, 2017