

**LEWISTON CITY COUNCIL AGENDA
CITY COUNCIL CHAMBERS
NOVEMBER 18, 2014**

6:00 p.m. Workshop - Discussion of the proposed agreement with Brookfield White Pine Hydro LLC.

7:00 p.m. Regular Meeting

Pledge of Allegiance to the Flag.
Moment of Silence.

Update from the Lewiston Youth Advisory Council
Acceptance of minutes of the meetings of September 2, September 16, October 7 and October 21, 2014.

Public Comment period - Any member of the public may make comments regarding issues pertaining to Lewiston City Government (maximum time limit is 15 minutes for all comments)

ALL ROLL CALL VOTES FOR THIS MEETING WILL BEGIN WITH THE COUNCILOR OF WARD 6.

CONSENT AGENDA: All items with an asterisk (*) are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member or a citizen so requests, in which event, the item will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.

- * 1. Authorization to accept of forfeiture funds.
- * 2. Amendment to the Traffic Schedule to designate two handicapped parking spaces on Main Street.
- * 3. Amendment to the Traffic Schedule regarding parking prohibited on a portion of Tall Pines Drive.

REGULAR BUSINESS:

- 4. Public Hearing and First Passage regarding amendments to the Election ordinance regarding the citizen initiative and referendum process.
- 5. Public Hearing and First Passage for the conditional rezoning of the property at 239 Bartlett Street, from the Highway Business (HB) District to the Downtown Residential (DR) District.
- 6. Amendments to the Personnel Policy regarding smoking and the use of “e-cigarettes”.
- 7. Order Authorizing the City Administrator to take possession of 193 Rosedale Street and to determine a course of action.
- 8. Order Authorizing the City Administrator to dispose of the property at 10 College Street.
- 9. Reports and Updates.
- 10. Any other City Business Councilors or others may have relating to Lewiston City Government.
- 11. Executive Session to discuss Real Estate Negotiations of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.
- 12. Executive Session regarding consultation with the City Attorney.

13. Executive Session to discuss Real Estate Negotiations of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.
14. Executive Session to discuss Real Estate Negotiations of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.

LEWISTON CITY COUNCIL
WORKSHOP AGENDA
TUESDAY, October 14, 2014
6:00 P.M.

1. Proposed Agreement with Brookfield White Pine Hydro LLC – Canal Acquisition

The City has been involved in a lengthy effort to gain ownership of the Lewiston Canal System. This process began about six years ago with discussions with the then owner of the system, FPL Energy Maine Hydro. Canal ownership has been a specific priority of the City Councils elected in 2012 and 2014, is included in the City's Strategic Plan adopted in 2010, was recently reinforced by the recommendations of the Riverfront Island Master Plan, and is recommended in the draft of the City's new comprehensive plan. Throughout the development of these plans, there has been broad based support for the City taking ownership of the canals, restoring them, and making them a contributing element supporting our economic development and quality of place efforts. A proposed draft agreement is attached for Council review. Also attached are a background memorandum recounting the history of this effort and discussing a variety of issues related to it as well as a summary of the major provisions of the agreement.



EXECUTIVE DEPARTMENT

Edward A. Barrett, City Administrator
Phil Nadeau, Deputy City Administrator

November 12, 2014

To: Honorable Mayor and Members of the City Council
Fr: Edward A. Barrett
Su: Canal Acquisition

The City has been involved in a lengthy process of attempting to gain ownership of the Lewiston Canal System. This process began about six years ago with discussions with the then owner of the system, FPL Energy Maine Hydro (FPL). Canal ownership has been a specific priority of the City Councils elected in 2012 and 2014, is included in the City's Strategic Plan adopted and published in 2010, was recently reinforced by the recommendations of the Riverfront Island Master Plan, and is recommended in the draft of the City's new comprehensive plan. Throughout the development of these plans, there was broad based public support for the City taking ownership of the canals, restoring them, and making them a contributing element supporting our economic development and quality of place efforts.

This memo is intended to summarize the history and major issues associated with the possible transfer and to summarize the major elements of the proposed agreement with Brookfield White Pine Hydro LLC that would allow the City to achieve canal ownership.

Canal System

The Lewiston Canal System is approximately 1.5 miles in length. It consists of an upper canal, lower canal, and two cross canals. The main upper canal is 4,400 feet in length, Cross Canal #1 is 1,350 feet long as is the lower canal. The canals vary in width between 62 feet on the upper canal and 47 feet on the lower canal. Water is controlled by the gate house at the head of the main canal and by weirs, dams, and gates at hydroelectric sites in the canal system. The City owns the Upper Androscoggin Generating Station (Upper A) located at the southern end of the upper canal. Brookfield owns generating stations that are located inside of Bates Mill #5, Hill Mill, Continental Mill, and in independent structures at the Red Shop and Lower Androscoggin station.

Currently, none of the generating stations fed from the canal system are generating power because the repair costs for the generators and related equipment exceeded the anticipated benefit.

Development of the Monty Hydroelectric Station

In 1983-84 the City of Lewiston, City of Auburn, and Central Maine Power Company all filed the initial paper work to build a hydroelectric facility that would take advantage of the elevation drop at the Great Falls of the Androscoggin River. Through negotiation, it was determined that the cities would withdraw their applications in exchange for CMP moving forward with development of what is now known as the Charles E. Monty Hydro Power Plant (Monty). In exchange for the cities withdrawing their applications, CMP transferred ownership of the Upper A to Lewiston.

Water Rights

As part of the broader agreement, CMP agreed to transfer the historic water rights owned by the city at the site where the Monty was being built and to deliver this water to the Upper A intakes via the canal system. Pursuant to this agreement, Lewiston received rights to the first 150 cubic feet per second (cfs) of water flow. CMP had rights for the water flow between 151 cfs and 8,280 cfs. Lewiston has rights to the next 555 cfs. CMP retained rights to all flowage thereafter. On average, the river flows in excess of 8,280 cfs only 30 to 45 days per year.

FPL purchased CMP's generating assets, including the canals, in 1999. Brookfield acquired them in 2013.

Upper A Not Profitable

For the period between December 1984 and December 1998, CMP had a contractual obligation to purchase electricity generated at the Upper A at a rate varying between 9 and 12 cents per kWh for the majority of the contract period. During this time, the Upper A was profitable. After the contract expired, Upper A electricity was sold on the spot market at prices ranging on average from 2 to 6 cents per kWh. Of the three turbines located at Upper A, Turbine #1 (700KW) has been non-operational since 1996. Turbine #2 (515KW) hasn't spun since 2007. It is estimated to cost \$400,000 to refurbish. Turbine #2 historically was only put in service during periods of high water and surplus flowage. Turbine #3 (480kW) generated with the city's first 150 cfs of water. It became non-operational late summer 2011. It is estimated to cost \$125,000 to repair.

Over the last several years of its operation, the Upper A lost between \$42,000 and \$78,000 annually on operations and debt service compared to revenues. The Upper A currently has approximately \$226,700 in outstanding debt, with an annual debt payment of \$42,579 for FY2015. The debt payments will decline each year until retired in 2027. To return to revenue generation, an estimated minimum of \$125,000 must be invested in Turbine #3, which would increase and extend the debt on an asset that, without this additional debt, has not been covering its expenses. For similar reasons, recent councils have chosen not to invest in repairs to Turbine #2 given the infrequency with which excess water flow is available to allow it to generate. The city's experience has been that turbines need to be rebuilt, on average, every 10 years

With recent low wholesale electric rates, the uncertain and highly variable rates we are experiencing, more traditional and alternative energy capacity planned and coming on line, and the need for relatively frequent capital expenditures to maintain generating capacity, the long term prognosis for profitability is not good.

Revenue/Cost Sharing Agreement with Auburn

In 1984, Lewiston and Auburn entered into a joint agreement under which Auburn receives 17.5% of the property taxes paid on the Monty. Auburn also receives 50% of the revenues generated from the surplus flowage (the 555 cfs) at the Upper A. Coterminous with their rights to 50% of surplus flowage revenues, Auburn is responsible for 17.7% of the capital expenses, maintenance, and operational

expenses of the Upper A; 17.7% of the cost of the production, distribution, and sale of power; and 17.7% of Lewiston's share of the cost of canal maintenance.

Status of water rights

The city received early advice that if the city stopped generating power at the Upper A, FPL would have no obligation to deliver water to the site and the canals could go dry, a position that FPL also advanced. As the canal acquisition proceeded, questions were raised about this opinion, and the City Solicitor from Brann & Isaacson was asked to review it. He concluded that loss of water rights was not automatic and, although there are arguments on both sides, he believed the City's position the much stronger one. FPL did not agree with that assessment. The issue was set aside, with both the City and FPL preferring to focus their energies to see if a mutually beneficial agreement could be reached.

History of Negotiations with Various Owners

In the initial discussions with FPL, the City proposed purchasing the canals at a significant cost and providing FPL with a substantial TIF on its then proposed generators' replacement at the Monty Hydro. This offer was made in part on the basis of Central Maine Power's pursuit of replacing the existing 35 Kv Lewiston Loop transmission line that runs along Lisbon and Canal Streets with a 115 Kv line that they were considering burying in the canal system and for which a significant price would be paid for the necessary easement. The City intended to use the easement payment (assuming it owned the canals system) to offset the purchase price. In addition, however, the TIF would have provided a significant financial benefit to FPL.

From 2010 and thereafter, a concerted effort was made to reduce the potential costs to the City for canal acquisition. The need for a less expensive option was reinforced when CMP determined that relocating their power line into the canal was cost prohibitive and opted, instead, for the new line to be installed under Canal Street and other downtown streets. This eliminated a potential source of funding for purchasing the canal system.

FPL Letter of Agreement

In April of 2012, the City and FPL entered into a letter of agreement for acquisition of the canals. The following is a summary of that agreement:

- 1) City stops generating power at Upper A, surrenders FERC license
- 2) FPLE amends its Lewiston Falls FERC license to remove the property to be conveyed from their license
- 3) Ownership of canals and the associated hydro generating stations/equipment transfers to city. FPL retains ownership of the gate house.
- 4) City gives up all but 70 cfs of its water rights to FPL
- 5) To avoid stagnation, the canals would get flushing flows of:
 - a. An additional 224 cfs for 1 hour 2x week - June 1 -Sept 30
 - b. An additional 224 cfs for 1 hour 1x week - October 1 - May 31
- 6) CMP's environmental indemnity to FPL is transferred to the City
- 7) An additional \$500,000 environmental indemnity from FPL
- 8) If desired the City could use the canals as a thermal sink for heating or cooling purposes.

City obligations:

- 9) Repair leaks at dams, weirs, and gates along the canal
 - a. estimated at \$750,000
 - b. repairs are necessary to maintain water at historic levels at reduced water flows.
- 10) Create a Tax Increment Financing district to use a portion of the new tax revenue generated by the rubber dams being installed at the Monty (Lewiston Falls FERC license) to pay canal repair debt.
- 11) FPL receives 20 year, 20% TIF on their rubber dam investment (estimated value to FPL: \$312,058).
- 12) If the city determines in its reasonable discretion that the full 70 cfs is not needed to maintain aesthetic flows at historic levels, FPLE may request that the company be allowed to flow those waters not needed through the Monty. The city will not unreasonably withhold its approval.

While considerably less costly to the City than the initial terms under discussion at the outset of this process, the framework of this deal still represented a significant multi-year expense to the City.

Transitioning from the Letter of Agreement to a final deal was conditioned on a variety of factors including extensive due diligence and additional actions on the part of both the City and FPL. During the due diligence period, FPL indicated that it was unable to move forward with the agreement based on the potential for issues with the company's existing bond covenants in regard to environmental liabilities addressed in the letter of agreement.

Subsequently, FPL entered into negotiations for the sale of their Lewiston based hydro facilities to Brookfield, negotiations that led to their eventual sale.

Discussions with Brookfield

Following Brookfield's acquisition of these assets, including the canal system, negotiations began with them. Given that Brookfield was aware of the letter of agreement and a number of FPL personnel who were familiar with the negotiations transferred to Brookfield, the FPL framework served as the initial template for discussion. These negotiations have now reached the point where a draft agreement is ready for review. A full summary of the agreement is attached, as are the full documents themselves.

There are differences between the FPL letter of agreement and what is before you now is summarized below and annotated to highlight the provisions that are generally the same and those that have been modified:

- 1) City stops generating power at Upper A, surrenders FERC license *(same)*
- 2) FPLE will amend its Lewiston Falls FERC license to remove the property to be conveyed from their license *(same)*
- 3) Ownership of canals and hydro generating stations/equipment transfers to city. FPL retains ownership of the gate house. *(same)*
- 4) City gives up all but 70 cfs of its water rights to FPL *(Same, with 70 cfs the maximum normal flow; i.e., no more than 70 cfs will be routed into the canals.)*
- 5) To avoid stagnation, the canals would get flushing flows of:
 - a. An additional 224 cfs for 1 hour 2x week - June 1 –Sept 30
 - b. An additional 224 cfs for 1 hour 1x week – October 1 - May 31 *(Same, except City must request and will work with Brookfield to see if the flushing flows can be reduced.)*

- 6) Transfer to the City of CMP's environmental indemnity to FPL *(Brookfield and City to cooperatively work toward this transfer; however, the agreement will go forward with or without the CMP indemnity. The City does, however, have certain rights of recourse against Brookfield which, in turn, has rights against CMP)*
- 7) An additional \$500,000 environmental indemnity from FPL *(No longer available. Note that we have now completed Phase 1 and Phase 2 environmental studies and have identified no significant environmental issues.)*
- 8) If desired the City may use the canals as a thermal sink for heating or cooling purposes. *(With Brookfield's permission and subject to maintaining water quality in the canals and river.)*

City obligations:

- 9) Repair leaks at dams, weirs, and gates along the canal
 - a. estimated at \$750,000 *(No longer required)*
 - b. repair as necessary to maintain water at historic levels at reduced water flows. *(No longer required, although should water levels be unacceptable at 70 cfs, repairs would be needed should the City desire to improve these levels.)*
- 10) Create a Tax Increment Financing district to use a portion of the new tax revenue generated by the rubber dams being installed at the Monty (Lewiston Falls FERC license) to pay canal repair debt. *(No longer provided)*
- 11) FPL receives 20 year, 20% TIF on their rubber dam investment *(No longer provided)*
- 12) If the city determines in its reasonable discretion that the full 70 cfs is not needed to maintain aesthetic flows at historic levels, FPLE may request that the company be allowed to flow those waters not needed through the Monty. The city will not unreasonably withhold its approval. *(Changed to the provision of the lesser of 70 cfs or the amount required to maintain current water levels with the proviso that the City and Brookfield will work cooperatively to determine the extent to which flushing flows are required.)*

The attached more detailed summary and the full documents themselves provide greater information on these and other issues. Overall, however, the City's requirements have been reduced through eliminating the TIF and the requirement to repair leaks in the system within a specified time. I should also note that since the Upper A is no longer generating, the actual water being released into the canal system has been in the 50 to 55 cfs range. While significantly below the 70 cfs maximum, this flow rate has been adequate to maintain the water levels in the canal at historic levels and provides a cushion against the need to undertake repairs. At this time, therefore, it will not be necessary for the City to undertake any immediate repairs to the system.

Financial Implications

As noted above, over the last years of its operation, the Upper A has lost between \$42,000 and \$78,000 annually. With the turbines shut down, it is no longer generating revenues; however, the debt service remains as do some of the operational expenses associated with on-going maintenance and required reporting.

Canal Maintenance Costs

The canals and generating assets to be transferred currently generate \$58,800 annually in taxes. The City has a contractual obligation to pay a share of the maintenance cost of the canals. The most recent annual fee was about \$61,000. That fee is adjusted annually for inflation.

If the City takes ownership of the canals, Public Works' most recent projection of annual maintenance costs are \$90,000 in Year 1, \$60,000 in Year 2, and \$45,000 annually thereafter. The higher costs in the first two years are based on the need to remove trees and brush hog along the length of the canals to both eliminate unsightly growth and to prevent damage to the upper layers of the canals' granite walls. Please note that this work could be spread over a longer time period and/or be undertaken in concert with other capital improvements outlined in the Riverfront Island Master Plan and the concept plan for Simard Payne Park.

Even with these expenses, we anticipate that routine maintenance costs will decline slightly over time if the canals are city owned.

Conclusion

The City has been and remains actively engaged in planning the future of the downtown. This has included significant focus on the canals as an unrecognized and untapped asset as recognized in City's Strategic Plan, the Riverfront Island Master Plan, and the Comprehensive Plan that is currently under development. All of these planning efforts have involved high levels of public participation where there has been a strong consensus that the City should own the canal system. Councils, staff, and the public recognize that the canal system has the potential to play a large role in the future of the community.

The proposed agreement would:

- Ensure that the canals remain at historic water levels
- Provide the City with an asset, with an appraised (for tax purposes) value of about \$2.2 million.
- Allow the City, as owner, to transition the canals from a fenced in eyesore to an amenity that can be enjoyed by the public and which will support the economic development of the area as outlined and recommended in the Riverfront Island Master Plan
- Remove Brookfield as a tenant in Mill 5, simplifying the ability to move forward with this building
- Transfer to the City other associated assets such as the red shop and the hydro facility located between Museum LA's future site and the river and allow for such assets to be repurposed
- Eliminate any direct financial payment to Brookfield unlike the prior agreement with FPL.
- Reduce any immediate financial requirements on the city to undertake repairs to the system.

City staff and other interested parties will be in attendance at Tuesday's workshop. Staff will be prepared to answer other questions and identify any other information and issues that the Council wishes to see addressed as this process continues to move forward.

SUMMARY OF AGREEMENT TO ACQUIRE CANALS

Canal Donation Agreement

- Brookfield will donate the canals to the City excluding the Main Gatehouse, all riparian and flowage rights to withdraw water from the river, and all mill privileges
- Excludes certain personal property to be identified in the agreement
- Will cooperate with City to seek assignment of CMP environmental indemnification to City and if CMP does not consent will act on City's behalf to utilize indemnification.
- City will retire upper A generating station
- City will surrender all water rights in the Canals in return for Brookfield's agreement to provide certain amounts of water at the Maine Gatehouse (See Water Rights Indenture below)
- The City and Brookfield will cooperate in seeking the necessary regulatory approvals to implement the transfer of the canals and share costs on a 50/50 basis. An estimate of the Federal Regulatory Commission cost is about \$80,000, with the City's surrender of its license likely the more costly endeavor. The City and Brookfield will split the cost equally with the City's contribution capped at \$60,000 unless the City provides written consent to exceed this amount.
- Conditions precedent include receiving all necessary regulatory approvals; a release of the property from Brookfield's applicable mortgages; no materially adverse change in the condition of the property.
- Closing will take place 10 days after the last of the pre-closing conditions have been met. This is likely to require about one year due to the FERC process. There will also be an outside closing date, tentatively December 31, 2015, by which everything must be concluded.
- Each party will be responsible for its own closing costs.
- The parties may terminate the agreement by mutual consent; if the closing is not complete by the outside closing date except where the closing has been delayed by the failure of a party to fulfill obligations under the agreement; if regulatory consent is not granted or is conditioned in a manner that is unacceptable to the City or Brookfield; if court judgments or decrees would prohibit a closing; or due to any change in law that would prohibit a closing. If a party wishes to terminate, it must provide the other party notice of the reason. The other party may request that the parties meet to discuss what could be done to allow the deal to move forward. The agreement may also be terminated due to a breach of the agreement by either party, in which case the breaching party will be liable for all costs incurred by the other party.
- Mutual indemnifications from and after the closing date against damages, claims and costs arising from any misrepresentations or warranties, any breach or non-fulfillment of post-closing covenants or agreements, and all actions, suits, proceedings, and judgments incident thereto.
- Agreement can be assigned only with consent of the other party, which shall not be unreasonably withheld.

Water Release Indenture

- Brookfield will provide water to the canals at the lesser of the amount necessary to maintain the canals at 163.5 feet of water elevation (current fill level) measured at the

Main Gatehouse or 70 cfs, whichever is lesser. Dave Jones has concluded that this should be sufficient to avoid stagnant water.

- At City request, Brookfield will provide flushing flows not exceeding 224 cfs for up to one hour not more than twice a week from June through September and once a week from October through May. City and Brookfield will cooperate to determine the extent to which such flows are necessary, and City will use reasonable methods to minimize requests for flows.
- City assumes responsibility to make repairs to the canals and acknowledges that the failure to make repairs could cause water levels to be aesthetically unsatisfactory. However, City is no longer required to make repairs and will likely only have to do so when keeping the canals full would require more than 70 cfs. Note that this is an improvement over prior drafts where there were more specific repair obligations placed on the City. Over the past few years, it appears that the average daily flow in the canals has been in the 55 cfs range.
- The City and Brookfield will consult from time to time on data regarding flow levels in the canals. Brookfield may recommend certain repairs for the City to consider undertaking, but city has no obligation to do so. City may review its repair plans with them. Brookfield will periodically provide flow data to the City so that we can monitor water demand/receive early indication of any problems.
- We can request that the water flow be stopped when necessary for repairs/maintenance.
- We cannot use canal water for generating electricity. Brookfield will entertain a proposal from Museum LA to use water to generate electricity for an educational exhibit
- Without prior consent, City will not and will not allow others to remove water from the canals without returning substantially the same amount; add or remove thermal energy from the canals; or add any chemicals, effluent, or other materials (except stormwater from surrounding properties) to the canals.
- Water delivery to the canals may be interrupted for reasons beyond the control of Brookfield. If so, water will be restored as soon as it can.
- Brookfield retains the right to drain the head pond at the gatehouse for inspections, repair, maintenance, etc. They may also reconstruct or relocate the headgate so long as when complete they will be able to continue to deliver the required water to the canals.

**Donation Agreement
Lewiston Canals**

This Agreement ("**Agreement**"), between the City of Lewiston, a Maine municipality with a mailing address of 27 Pine Street, Lewiston, ME 04240 ("**City**"), and Brookfield White Pine Hydro LLC (formerly known as FPL Energy Maine Hydro LLC), a Delaware limited liability company with a mailing address of 26 Katherine Drive, Hallowell, Maine 04347 ("**Brookfield**"), (collectively the "**Parties**" and individually as a "**Party**") is effective _____, 2014 ("**Effective Date**").

The City desires to acquire and Brookfield desires to donate Brookfield's right, title and interest in certain portions of the Lewiston Canal System (the "**Canals**"), so called, in Lewiston, Maine, that are located downstream of the Main Gatehouse located at the head of the Main or Upper Canal so-called (the "**Main Gatehouse**") and more particularly described in the form Deed Indenture set forth on **Exhibit 1-A** attached.

Now, therefore, each of the Parties, in consideration of the respective undertakings of the other herein set forth and for other good and valuable consideration, hereby agrees with the other as follows:

1. **Brookfield Conveyance of Donated Property.** Subject to and in accordance with the terms and provisions of this Agreement, at Closing (as defined in Paragraph 9), (i) Brookfield shall donate, by indenture deed, bill of sale, assignment and assumption agreement and water release indenture, substantially in the forms of the Deed Indenture (set forth as **Exhibit 1-A**), Bill of Sale, Assignment and Assumption Agreement (set forth as **Exhibit 1-B**), and Water Release Indenture (set forth as **Exhibit 1-D**), as such forms may be modified to conform to the terms and conditions of any Final Approvals, as defined herein (the foregoing, together with other documents to be executed by either or both of the Parties in accordance with the provisions of this Agreement, being referred to as the "**Transfer Documents**"), and otherwise AS IS, WHERE IS, and with all faults, to the City, all of Brookfield's right, title and interest in and to (A) real and personal property in the Canals downstream of the Main Gatehouse as more particularly described in **Exhibit 1-A** (the "**Canal Property**"), and (B) the parcel of land adjacent to Cowan Mill, as more particularly described in **Exhibit 1-A** (the "**Cowan Pond Property**") and (C) the tangible personal property and Brookfield's rights and interests under certain leases, licenses, indentures and other agreements as more particularly described in **Exhibit 1-B** (the "**Personal Property**", and collectively with the Canal Property and the Cowan Pond Property, the "**Donated Property**"), and (ii) the City shall execute and deliver its release of water rights substantially in the form of the Water Rights Release Deed (set forth as **Exhibit 1-C**), as such form may be modified to conform to the terms and conditions of any Final Approvals and the other deeds and agreements provided for herein.

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF BROOKFIELD EXPRESSLY SET FORTH HEREIN, THE DONATED PROPERTY

IS BEING SOLD AND TRANSFERRED AS IS, WHERE IS, WITH ALL FAULTS AND BROOKFIELD IS NOT MAKING ANY OTHER REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, CONCERNING THE DONATED PROPERTY, INCLUDING, IN PARTICULAR, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

The Donated Property does not include and the term "Donated Property" hereby is expressly defined to exclude the following property (collectively, the "**Excluded Property**"):

- a. The Main Gatehouse located on the north side of Main Street, its parking areas, and related real and personal property;
 - b. All riparian, flowage and water-related easements and rights, including without exception all rights to draw water from the Androscoggin River and the Canals, including all mill privileges and such other rights appurtenant to or otherwise associated with any of the Donated Property, as more specifically described as part of Brookfield Reserved Rights and Easements in **Exhibit 1-A** attached, but subject to the Water Release Indenture, as defined herein;
 - c. The rights of way and easements, including but not limited to access rights on and over the Donated Property, necessary or convenient for the ownership, operation and maintenance of (i) the Lewiston Falls Hydroelectric Project, licensed by the Federal Energy Regulatory Commission ("**FERC**") as Project No. 2302 (as such license is proposed to be amended as provided in Paragraph 7), or (ii) other properties retained by Brookfield in accordance with this Agreement, as such rights of way and easements are more particularly described as part of Brookfield Reserved Rights and Easements in **Exhibit 1-A**;
 - d. The Water Level Transducer, the PLC Cabinet and its contents, and the communications wires and cables leading from the Main Headgate to the Water Level Transducer and the PLC Cabinet, all as more fully described on **Exhibit 1-D** (the "**Reserved Communication Facilities**"); and
 - e. The types and items of tangible personal property of Brookfield identified as Excluded Personal Property on **Schedule 1(d)** attached.
2. **Title to Donated Property.** Brookfield has provided the City with a list of title defects and encumbrances affecting the Donated Property as identified in Brookfield's existing title insurance policy for real estate located in the vicinity of Lewiston Falls, including but not limited to the Donated Property, a complete copy of which existing title policy is attached to this Agreement as **Exhibit 2**. Brookfield makes no representation or warranty regarding the character, quality or marketability of its right, title and interest in the

Donated Property and has no obligation to update the title insurance policy for the Donated Property, to order an updated title search for the Donated Property or, except as expressly set forth in Paragraph 8(c) and Paragraph 9(c)(viii), to remedy, cure or satisfy any title defect or encumbrance affecting title to the Donated Property whether or not set forth in Exhibit 2. To the extent that the assignment of any of the agreements assumed pursuant to the Assignment and Assumption Agreement is not permitted without the consent or approval of any other party or parties thereto, Brookfield and the City each shall use commercially reasonable efforts to secure any such consent or approval. If a consent or approval to the assignment of an Assumed Agreement is required and is not obtained prior to Closing, Brookfield shall cooperate with the City following the Closing in any commercially reasonable arrangement designed to provide the City with the benefits under the Assumed Agreements to the extent not assigned.

3. Environmental Indemnity Rights; Other Covenants.

- a. The term "**CMP Indemnity**" means Brookfield's right to indemnification by Central Maine Power Company ("**CMP**") pursuant to Sections 9.1(a)(ii), (iii) and (iv) of that certain Amended and Restated Asset Purchase Agreement among CMP, Brookfield and others, dated as of April 7, 1999 (the "**ARAPA**"), a copy of which has been provided to the City prior to the execution of this Agreement (except for attached schedules and exhibits (other than a redacted copy of Schedule 5.8)). The terms "Environmental Law," "Hazardous Substances," "Assumed Liabilities," "Excluded Liabilities" and "Indemnifiable Loss" have the meanings provided in Sections 1(20), 1(29), 2.3, 2.4 and 9.1(a) of the ARAPA, respectively.
- b. If the CMP Indemnity Assignment described in Paragraph 4(b) is not executed and delivered at Closing, until such time as it is executed and delivered by the Parties in accordance with Paragraph 4(c), Brookfield shall be bound by the following indemnification provision:

From and after the Closing, Brookfield will indemnify, defend and hold harmless the City, its successors and assigns from and against Indemnifiable Losses asserted against or suffered by the City relating to, resulting from or arising out of violations of Environmental Laws or Hazardous Substances on or migrating from the Donated Property, but only to the extent, in each case, that Brookfield is successful in securing CMP's payment or performance of the CMP Indemnity for such violations of Environmental Laws or Hazardous Substances under Sections 9.1(a)(ii), (iii) or (iv) of the ARAPA. Brookfield agrees to use commercially reasonable efforts, at its expense, to secure CMP's payment or performance of the CMP Indemnity as provided herein and the City agrees to provide, at the City's expense, its full cooperation in such Brookfield efforts. Commercially reasonable efforts does not include any obligation on the part of Brookfield (x) to relinquish any Retained CMP Indemnity

Rights (as defined below) or other rights; (y) to make any payment or provide any other value to or for the benefit of CMP in order to secure such payment and performance; or (z) commence any litigation against CMP. The City acknowledges and agrees that the CMP Indemnity (and correspondingly the foregoing indemnity by Brookfield) is conditioned on, among other matters:

- i. CMP's right under Section 2.4 of the ARAPA to have exclusive control over any litigation, administrative or regulatory proceeding, and any investigation or remediation activities (including without limitation any environmental mitigation or remediation activities), arising out of or related to Excluded Liabilities;
- ii. The exclusion under Section 2.4(iv) of the ARAPA of the consequences of certain acts and omissions described as part of Assumed Obligations in Section 2.3(a)(v)(g) of the ARAPA;
- iii. To the extent Brookfield has liability (other than pursuant to this clause (b)) for Indemnified Losses for violations of Environmental Laws or Hazardous Substances on or migrating from the Donated Property that are in addition to or separate from claims made by the City under this clause (b), Brookfield shall have, and hereby reserves, the right to assert claims for such Indemnified Losses under the CMP Indemnity; and
- iv. To the extent Brookfield has liability for Indemnified Losses for violations of Environmental Laws or Hazardous Substances on or migrating from property other than the Donated Property, Brookfield shall have, and hereby reserves, the right to assert claims for such Indemnified Losses under the CMP Indemnity.

The rights reserved in clauses (iii) and (iv) above are referred to herein as the "**Retained CMP Indemnity Rights.**"

The indemnification set forth in this Paragraph (b) shall be void and of no effect upon the execution and delivery of the CMP Indemnity Assignment in accordance with Paragraph 4(c).

- c. From and after the Closing, the City will indemnify, defend and hold harmless Brookfield, its successors and assigns from and against Indemnifiable Losses asserted against or suffered by Brookfield relating to, resulting from or arising out of the failure of the City, its successors and assigns to comply with, pay, observe and perform obligations assumed by the City under the Transfer Documents, including but not limited to Assumed Obligations under the ARAPA, that first accrue or are first due to be paid, observed or performed on or after the Closing.

- d. Nothing in this Agreement shall preclude (i) the City's or Brookfield's rights and remedies against third parties under the Environmental Laws or any other applicable law; or (ii) the rights of the City against Brookfield under Environmental Laws or any other applicable law with respect to Indemnifiable Loss on account of violations of Environmental Laws or Hazardous Substances on or migrating from the Donated Property during the time that Brookfield was the owner of the Donated Property, all of which rights described in clause (i) or (ii) hereby are reserved.
- e. Prior to the Closing Date, Brookfield shall:
 - i. Promptly disclose to the City any event occurring after the date of this Agreement which, to the knowledge of Brookfield, constitutes a Material Adverse Change (as defined in Paragraph 8) in the Donated Property;
 - ii. Provide the City's employees, counsel, and other representatives with reasonable access, during normal business hours, to the books and records of Brookfield relating to releases of water into the Canals;
 - iii. Provide reasonable access to the City and its representatives for the purpose of investigating the condition of the Donated Property and the water levels of the Canals, *provided* that the City shall conduct such activities so as to avoid interference with Brookfield's operations, comply with Brookfield's site access rules and arrange to be accompanied by authorized Brookfield personnel; and
 - iv. Continue existing operating practices and use in compliance with applicable law as understood by Brookfield.
- f. Brookfield shall not, from the date hereof until the Closing, without the written consent of the City, which consent shall not be unreasonably withheld, delayed or conditioned:
 - i. Incur any obligations or liabilities not in existence on the date hereof that will become the obligation of the City in connection with the acquisition of the Donated Property; or
 - ii. Permit, allow, or suffer any Donated Property to be subjected to any encumbrances that will not be discharged prior to or at the time of the Closing;

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4. CMP Matters.

- a. Brookfield will use commercially reasonable efforts at Brookfield's expense to secure from CMP, at or before Closing, an instrument in recordable form and otherwise in form and substance reasonably acceptable to the Parties (the "**CSIA Release**") releasing the Donated Property from the Continuing Site/Interconnection Agreement, dated as of [[March 31, 2013]], as amended, between CMP and Brookfield. Brookfield's obligation to use commercially reasonable efforts under this Paragraph does not require that Brookfield relinquish any rights it may have against CMP (other than those rights that would be terminated as a result of release of the Donated Property from the Continuing Site/Interconnection Agreement) or make any payment or provide any other value to or for the benefit of CMP in order to secure the CSIA Release. The City will cooperate with Brookfield in Brookfield's efforts to secure the CSIA Release.
- b. Provided that the consent of CMP and if required NextEra Energy Maine, LLC ("**NextEra**") shall have been obtained at or before Closing, at Closing, Brookfield will partially assign to the City such of Brookfield's rights under the CMP Indemnity as pertain to the Donated Property (the "**CMP Indemnity Assignment**") substantially in the form of Exhibit 1-E attached. Brookfield agrees to use commercially reasonable efforts to secure the aforementioned consents to assignment (the "**CMP Assignment Consent**"), *provided that* neither Brookfield nor the City shall be required to take any of the following measures as a condition of obtaining the CMP Assignment Consent: (x) relinquish any Retained CMP Indemnity Rights (as defined in Paragraph 3(b)) or other rights; (y) make any payment or provide any other value to or for the benefit of a consenting party; or (z) commence any litigation against a consenting party.
- c. In the event, the CMP Assignment Consent is not obtained at or before Closing and the CMP Indemnity Assignment is not executed and delivered at Closing, Brookfield and the City will continue their respective efforts to obtain the CMP Assignment Consent for so long as there is a reasonable prospect of success. If the CMP Assignment Consent is obtained after Closing, the Parties shall execute and deliver the CMP Indemnity Assignment with reasonable promptness thereafter.

5. City Retirement of Upper Androscoggin Station.

- a. The City shall retire, as of the Closing Date, City's Upper Androscoggin generating station (FERC Project No. 11006) (the "**Upper Andro Station**").
- b. At Closing, by quitclaim deed substantially in the form attached as Exhibit 1-C, the City will convey to Brookfield all riparian, flowage and water-related rights in the Canals, it being understood that Brookfield will agree to supply certain

amounts of water flow in the Upper Canal at the Main Gatehouse in accordance with a Water Release Indenture substantially in the form attached as Exhibit 1-D.

6. Representations and Warranties; Donation Provisions.

- a. Brookfield represents and warrants to the City as of the date hereof as follows:
 - i. Brookfield is a limited liability company duly organized and validly existing under the laws of the State of Delaware and in good standing under the laws of the states of Delaware and Maine, with full power and authority to own the Donated Property. Brookfield has all requisite organizational power and authority to execute, deliver and perform this Agreement and the Transfer Documents. Brookfield's execution and delivery of this Agreement and any other agreements to be executed and delivered by Brookfield at the Closing and the performance by Brookfield of the transactions contemplated by this Agreement and the Transfer Documents have been duly authorized by all necessary organizational action on the part of Brookfield.
 - ii. This Agreement is, and each of the Transfer Documents to be executed and delivered by Brookfield at the Closing will be duly and validly executed and delivered by Brookfield, and this Agreement is, and each Transfer Document to be executed and delivered by Brookfield will be, a valid and legally binding obligation of Brookfield, enforceable against Brookfield in accordance with their respective terms. Neither the execution and delivery of this Agreement or any of the Transfer Documents nor the performance by Brookfield of the terms and provisions hereof or thereof will: (1) violate Brookfield's articles of organization or operating agreement, or (2) subject to receipt of regulatory approvals described in Paragraph 7, violate any law or court or government agency order ("**Order**") by which Brookfield is bound.
 - iii. Except as set forth on Schedule 6, Brookfield has not received written notice from a governmental authority of any violation of Environmental Law with respect to the ownership or operation of the Donated Property.
- b. The City represents and warrants to Brookfield as follows:
 - i. The City is a body corporate and politic with the full legal right, power and authority to enter into and fully and timely perform its obligations under this Agreement.
 - ii. This Agreement is, and each of the Transfer Documents to be executed and delivered by the City at the Closing will be, duly and validly executed and

delivered by the City, and this Agreement is, and each Transfer Document to be executed and delivered by the City will be, a valid and legally binding obligation of the City, enforceable against the City in accordance with their respective terms. Neither the execution and delivery of this Agreement or any of the Transfer Documents nor the performance by the City of the terms and provisions hereof or thereof will: (1) violate the City's Charter; or (2) subject to receipt of regulatory approvals described in Paragraph 7, violate any law or Order by which the City is bound.

- c. As further support for the donation of the Donated Property contemplated by this Agreement:
 - i. The City acknowledges and agrees that the Donated Property is being acquired solely for public purposes;
 - ii. At Closing, Brookfield and the City will execute a memorandum setting forth their mutual acknowledgement and agreement on the fair market value of the Donated Property as of the Closing Date.

7. Regulatory Approvals. If neither Party has terminated this Agreement pursuant to any applicable provision of Paragraph 10, then before the Closing the Parties shall cooperate and consult with each other to obtain regulatory approvals as described below:

- a. At Brookfield's expense, Brookfield will use commercially reasonable efforts to obtain the following regulatory approvals:
 - i. FERC approval for removal of the Donated Property from Brookfield's FERC license by license amendment;
 - ii. ISO-New England approval of Canal system generation retirement, or waiver of this condition by Brookfield;
 - iii. Modifications to the Maine Department of Environmental Protection ("MDEP") MDEP Water Quality Certification for Brookfield's FERC license; and
 - iv. Any other regulatory approval necessary for Brookfield's consummation of this Agreement;

all on terms and conditions acceptable to the Parties.

- b. At the City's expense, the City will use commercially reasonable efforts to obtain the following regulatory approvals:

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- i. FERC approval of surrender of Lewiston's FERC license for the Upper Andro Station and decommissioning of the City's turbines therein;
- ii. ISO-New England approval of Upper Andro generation retirement, or waiver of this condition by the City; and
- iii. Any other regulatory approval necessary for the City's consummation of this Agreement;

all on terms and conditions acceptable to the Parties.

- c. The Parties will use commercially reasonable efforts to coordinate, and where reasonably practicable consolidate, their respective applications, resulting regulatory proceedings and other efforts to obtain the foregoing approvals.
- d. Notwithstanding paragraphs (a) and (b), and without limiting the scope of paragraph (c), in order to optimize the efficiency and costs to each of the Parties, (i) Brookfield will retain the consulting firm of TRC Solutions (together with its subconsultants, the "**FERC Consultant**") to prepare the applications to FERC described in paragraphs (a) and (b) and related diligence materials on a time and materials basis (currently estimated not to exceed \$80,000) and (ii) the City shall pay one-half of the charges invoiced by the FERC Consultant within twenty (20) days of the City's receipt of each invoice issued by the FERC Consultant and approved for payment by Brookfield, provided that the City's share of such expenses shall not exceed \$60,000 (one-half of a maximum consultant budget of \$120,000) without its prior written consent.

8. Conditions Precedent. The following are conditions precedent to Closing:

- a. All Federal, ISO-New England, state and local government filings, consents and approvals (including but not limited to consents and approvals required for the consummation of transactions that satisfy the requirements of Paragraph 7) shall have been filed and, in the case of consents and approvals, obtained and become Final Approvals. "**Final Approval**" means a final approval or other final agency action after all opportunities for rehearing are exhausted and that has not been stayed, enjoined, appealed, set aside or suspended, with respect to which any required waiting period has expired, and as to which all conditions to effectiveness prescribed therein or otherwise by law have been satisfied.
- b. Brookfield shall have secured a release of the Donated Property from applicable mortgages (which may be held in escrow pending closing).
- c. Brookfield shall have secured the CSIA Release (which may be held in escrow pending closing).

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- d. All of the documents described in Paragraph 9(c) shall have been executed and/or delivered and the payments contemplated in Paragraph 9(d) shall have been paid.
- e. No preliminary or permanent injunction or other order or decree by any Federal or state court which prevents the consummation of the transactions contemplated hereby shall have been issued and remain in effect (each party agreeing to use its reasonable best efforts to have any such injunction, order or decree lifted) and no statute, rule or regulation shall have been enacted by any State or Federal government or governmental agency in the United States which prohibits the consummation of such transactions.
- f. All of the representations and warranties of Brookfield and the City contained in this Agreement shall be true and correct in all material respects as of the Closing as if made at and as of such time (except to the extent a different time expressly is stated therein, in which case they shall be so true and correct at such time), in each case.
- g. No Material Adverse Change in the condition of the Donated Property shall have occurred.

The conditions set forth in clauses (a), (b) and (c) are the “**Pre-Closing Conditions.**”

The term “**Material Adverse Change**” means any event or occurrence that is materially adverse to and could reasonably be expected to have a material adverse effect on the Donated Property taken as a whole, or (b) the ability of Brookfield to consummate the transactions contemplated hereby; *provided, however*, that “**Material Adverse Change**” does not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) general economic or political conditions; (ii) any changes in financial, banking or securities markets in general, including any disruption thereof and any change in prevailing interest rates; (iii) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof; (iv) any action required or permitted by this Agreement or any action taken (or omitted to be taken) with the written consent of or at the written request of the City; (v) any matter of which the City is aware on the date hereof; or (vi) any changes in Applicable Laws or the enforcement, implementation or interpretation thereof.

9. Closing.

- a. Closing Date. Unless the Parties agree to a different time and place, the closing (“**Closing**”) will take place in the City Attorney’s offices 10 days after the last to occur of the Pre-Closing Conditions set forth in Paragraph 8 if that day is a business day, and if not a business day, on the next business day. The day on which the closing occurs is sometimes referred to as the “**Closing Date.**”
- b. Outside Closing Date. The Parties anticipate that the Closing will occur on or before [[[December 31, 2015]]] (“**Outside Closing Date**”) and agree to work

diligently to satisfy the conditions precedent set forth in Paragraph 8 and otherwise complete the Closing by the Outside Closing Date. If the Closing does not occur by the Outside Closing Date, this Agreement may be terminated in accordance with Paragraph 10.

- c. Closing Documents. The following documents shall be executed and delivered by the Parties at Closing:
- i. Indenture deed executed by the Parties conveying the Donated Property to the City, as such form may be modified to conform to the terms and conditions of any Final Approvals and otherwise substantially in the form set forth on Exhibit 1-A (such Indenture deed when executed and delivered being the "**Donated Property Deed**");
 - ii. Bill of sale, assignment and assumption agreement executed by the Parties for personal property transferred and leases contracts and licenses assigned by Brookfield to the City, as such form may be modified to conform to the terms and conditions of any Final Approvals and otherwise substantially in the form set forth on Exhibit 1-B (such bill of sale, assignment and assumption agreement when executed and delivered being the "**Donated Property Bill of Sale and Assignment**");
 - iii. The City's quitclaim deed conveying all of the City's water rights in the Canals to Brookfield, including the City's relinquishment of all water rights under the Lewiston Falls Project Agreement and all such water rights associated with the Upper Andro Station, as such form may be modified to conform to the terms and conditions of any Final Approvals and otherwise substantially in the form set forth on Exhibit 1-C;
 - iv. Water release indenture executed by the Parties, as such form may be modified to conform to the terms and conditions of any Final Approvals and otherwise substantially in the form attached as Exhibit 1-D (such water release agreement when executed and delivered being the "**Water Release Indenture**");
 - v. If Brookfield shall have secured the consent of CMP to the assignment to the City of the CMP Environmental Indemnity, (i) the CMP Assignment Consent and (ii) the CMP Indemnity Assignment executed by the Parties executed by the Parties substantially in the form attached as Exhibit 1-E as such form may be modified to conform to the terms and conditions of any Final Approvals;
 - vi. The Memorandum regarding fair market value of Donated Property described in Paragraph 6(c);

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- vii. The CSIA Release conforming to the provisions of Paragraph 4 duly executed by CMP;
- viii. Releases duly executed by the holders of mortgages [and other lien holders] on the Donated Property;
- ix. Transfer tax declarations with respect to the foregoing conveyances as required by applicable law;
- x. FIRPTA Affidavits executed by Brookfield;
- xi. Such other instruments of assignment or conveyance as, in the reasonable opinion of the City and its counsel, are necessary or desirable to transfer the Donated Property to the City in accordance with this Agreement, where necessary or desirable, in recordable form;
- xii. Such other instruments of assignment, conveyance or assumption as, in the reasonable opinion of Brookfield and its counsel, are necessary or desirable to transfer the rights conveyed by the City in accordance with this Agreement, to confirm Brookfield's continuing ownership or other rights in the Excluded Property or to document the City's assumption of assumed liabilities, where necessary or desirable, in recordable form; and
- xiii. Opinions of outside counsel for each Party on the letterhead of its outside counsel, the identity of such counsel and the form and substance of such opinion to be reasonably acceptable to the other Party, regarding lawful existence, due authorization and enforceability of this Agreement and such other matters as the other Party may reasonably request.

At Closing, Brookfield shall also deliver to the City originals or copies of manuals and maintenance records related to the Upper Bates Weir (as defined in the Water Release Indenture) that Brookfield can locate in its records.

- d. Costs. The Parties agree that the costs of all transfer taxes and recording fees due as a result of the transactions under this Agreement, to the extent applicable, shall be paid by each Party at Closing as required by Maine law. Each Party will be responsible for its own respective costs to prepare and review the Closing documents and to make the appropriate regulatory filings. Other applicable charges (such as utilities and license fees) applicable to the Donated Property shall be prorated as of the Closing Date as appropriate.
- e. Other. Substantially contemporaneously with the Closing Date, Brookfield will terminate all connections (other than connections with the Reserved Communication Facilities) between Brookfield's central dam control facilities and

the remote control communications facilities now located in the Donated Property.

10. Termination.

- a. This Agreement may be terminated at any time prior to the Closing Date by mutual written consent of Brookfield and the City (without payment of the costs of the other Party as provided below).
- b. This Agreement may be terminated by Brookfield or the City (without payment of the costs of the other Party as provided below) if the Closing contemplated hereby shall not have occurred on or before the Outside Closing Date; provided that the right to terminate this Agreement under this clause shall not be available to any Party whose failure to fulfill its obligations under this Agreement has been the cause of, or resulted in, the failure of the Closing to occur on or before such date.
- c. This Agreement may be terminated by either Brookfield or the City (without payment of the costs of the other Party as provided below) if (i) any governmental or regulatory body, the consent of which is a condition to the obligations of Brookfield and the City to consummate the Closing, shall have determined not to grant its or their consent or such consent is conditioned upon requirements that either Brookfield or the City (after completing mutual consultation described in this clause (c)) finds unacceptable in accordance with Paragraph 7(a) or 7(b), and such appeals of such determination as either Party in its discretion may have elected to take shall have been unsuccessful; (ii) one or more courts of competent jurisdiction in the United States or any State shall have issued an order, judgment or decree permanently restraining, enjoining or otherwise prohibiting the Closing, and such order, judgment or decree shall have become final and non-appealable; or (iii) any statute, rule or regulation shall have been enacted by any State or Federal government or governmental agency in the United States which prohibits the consummation of the Closing. Before terminating this Agreement pursuant to clause (i), the Party intending to terminate shall give written notice to the other Party stating with reasonable particularity the condition or conditions to which the Party intending to terminate objects. If the other Party so requests, by notice given within ten (10) days after its receipt of the notice described in the preceding sentence, the Parties shall meet to discuss any reasonable courses of action in response to the objectionable condition or conditions that would allow the Parties to proceed with the transactions contemplated by this Agreement.
- d. This Agreement may be terminated by the City, if there has been a material violation or breach by Brookfield of any agreement contained in this Agreement which has rendered the satisfaction of any condition to the obligations of the City to effect the Closing impossible and such violation or breach has not been waived by the City.

- e. This Agreement may be terminated by Brookfield, if there has been a material violation or breach by the City of any agreement contained in this Agreement which has rendered the satisfaction of any condition to the obligations of Brookfield to effect the Closing impossible and such violation or breach has not been waived by Brookfield.

In the event of termination of this Agreement and abandonment of the transactions contemplated hereby by either or both of the Parties pursuant to this Paragraph, written notice thereof shall forthwith be given by the terminating Party to the other Party and this Agreement shall terminate and the transactions contemplated hereby shall be abandoned, without further action by any of the Parties. If this Agreement is terminated as provided herein: (i) neither of the Parties nor any of its affiliates nor any of its trustees, directors, officers or affiliates, as the case may be, shall have any liability or further obligation to the other Party or its affiliates, trustees, directors or officers, as the case may be, pursuant to this Agreement, except in each case as stated in the following paragraph; and (ii) all filings, applications and other submissions made pursuant to this Agreement, to the extent practicable, shall be withdrawn from the agency or other person to which they were made.

Notwithstanding the foregoing, in the event of the termination of this Agreement pursuant to either clause (d) or clause (e) of this Paragraph, the non-breaching Party shall be entitled to recover from the breaching Party all costs incurred by the non-breaching Party in connection with the preparation, negotiation and execution of this Agreement with the breaching Party or the performance of this Agreement or the enforcement of this Agreement against the breaching Party, including, without limitation, attorney's fees and fees and expenses of its financial and other advisors.

Notwithstanding any other term or provision of this Agreement or the other documents delivered pursuant to this Agreement, each of the Parties hereby agrees that no Party or the respective affiliates, officers, directors, employees, agents or attorneys of such Party shall be liable hereunder for any other profit, loss of capital, consequential, special, indirect, punitive or incidental damages that may be incurred by any other Party as a result of any action or inaction by any other Party hereunder or in connection with this Agreement or any agreement contemplated to be executed in connection with this Agreement, and hereby knowingly, voluntarily and intentionally waives the right to seek any such damages.

11. Indemnification.

- a. From and after the Closing Date, Brookfield shall indemnify and hold the City harmless from and against any damages, claims, and costs, including reasonable attorneys' fees, imposed upon or incurred by the City which arise out of: (i) any misrepresentation or inaccuracy of a representation or warranty made by Brookfield in this Agreement; (ii) any breach or non-fulfillment of a post-closing covenant or agreement on the part of Brookfield set forth in this Agreement; and

- (iii) all actions, suits, proceedings and judgments incident to any of the foregoing.
- b. From and after the Closing Date, the City shall indemnify and hold Brookfield and each of its Affiliates, directors, shareholders, officers and employees (the "Brookfield Group"), harmless from and against all damages, claims, and costs, including reasonable attorneys' fees, imposed upon or incurred by any of them and which arise out of: (i) the Assumed Obligations; (ii) any misrepresentation or inaccuracy of a representation or warranty made by the City in this Agreement; (iii) any breach or non-fulfillment of any covenant or agreement on the part of Buyer set forth in this Agreement, other than breach or non-fulfillment of the City's covenants; and (iv) all actions, suits, proceedings and judgments incident to any of the foregoing.

12. Miscellaneous.

- a. Brookfield and the City each represent and warrant to the other that no broker, finder or other person is entitled to any brokerage fees, commissions or finder's fees in connection with the transactions contemplated hereby by reason of any action taken by the Party making such representation. Brookfield or the City, as the case may be, will pay to the other or otherwise discharge, and will indemnify and hold the other harmless from and against, any and all claims or liabilities for all brokerage fees, commissions and finder's fees (other than as described above) incurred by reason of any action taken by the Party making such representation.
- b. Notwithstanding any provision contained in this Agreement, neither Party shall be liable to the other to the extent performance of this Agreement is delayed or prevented by force majeure. This clause shall not apply to the obligation of a Party to effect payment of money when due under the terms of this Agreement. The occurrence of force majeure shall not without the agreement of both Parties result in an extension of the Outside Closing Date.
- c. This Agreement may not be assigned by either Party, by operation of law or otherwise, without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
- d. Nothing contained in this Agreement shall be construed to make either Party a partner, joint venturer, or agent of the other.
- e. All notices required under this Agreement shall be in writing and shall be effective upon receipt or refusal when personally delivered, or sent to the address of a Party specified above by:
 - i. First class U.S. mail, registered or certified, return receipt requested, postage pre-paid; or

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- ii. Express mail, or other, similar overnight courier service.
- f. Headings in this Agreement are for reference purposes only and shall not affect the interpretation or meaning of this Agreement.
- g. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together constitute one and the same agreement.
- h. No delay or omission by either Party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any Party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the Party waiving its rights.
- i. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement will remain in full force and effect.
- j. If any legal action proceeding has commenced in connection with the enforcement of this Agreement or any instrument or agreement required under this Agreement, the prevailing Party shall be entitled to attorneys' fees actually incurred, costs and necessary disbursements incurred in connection with such action or proceeding, as determined by the court or arbitrator.
- k. This Agreement shall be governed by Maine law.
- l. This Agreement, together with all recitals, the attached exhibits and the documents executed and delivered at Closing, constitutes the entire agreement between the Parties with respect to its subject matter. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly contained in this Agreement. The representations of Brookfield set forth in Section 6 of this Agreement shall be given effect hereunder notwithstanding the provision in the Water Release Indenture that the grant of rights in that Indenture is given and accepted without warranty or representation. This Agreement supersedes all prior negotiations, agreements, and undertakings between the Parties with respect to such matter. This Agreement may be amended only by an instrument in writing executed by the Parties or their permitted assignees.

[SIGNATURE PAGE FOLLOWS]

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In Witness Whereof, the Parties have caused this Agreement to be executed by their respective officers hereunto duly authorized.

CITY OF LEWISTON

Witness

By: _____

Its: _____

BROOKFIELD WHITE PINE HYDRO LLC

Witness

By: _____

Its: _____

Exhibit I-A

DEED INDENTURE

BROOKFIELD WHITE PINE HYDRO, a Delaware limited liability company formerly known as FPL Energy Maine Hydro LLC, with a mailing address of 26 Katherine Drive, Hallowell, Maine 04347 ("**Grantor**," which term is intended to include, unless expressly stated otherwise, its successors and assigns), for consideration paid, releases to the CITY OF LEWISTON, a Maine municipality with a mailing address of 27 Pine Street, Lewiston, ME 04240 ("**Grantee**," which term is intended to include, unless expressly stated otherwise, its successors and assigns) certain land and interests in land with the Canals and Canal Structures, as such terms are defined herein, and buildings and other improvements thereon in the City of Lewiston, Androscoggin County, Maine, more particularly described in Schedule I and made a part hereof (hereinafter, the "**Granted Premises**").

Reference is made to those certain plans captioned "Lewiston Falls Project Plan," Drawing 322A-22-01, Sheets 1, 3, 4 and 5, dated March 26, 1999, which plans are recorded in the Androscoggin County Registry of Deeds in Plan Book 40, Pages 135, 137, 138, and 139 (hereinafter, the "**1999 Project Plans**") with respect to the Lewiston Falls hydroelectric project as licensed by Federal Energy Regulatory Commission ("**FERC**") under Project No. 2302 (such hydro-electric facility and associated real estate, real estate rights, dams, impoundments and other structures and equipment being the "**Monty Hydro Project**"). For purposes of this Deed, the term "**Canals**" means collectively the Upper Canal, Lower Canal, Cross Canal 1, Cross Canal 2, Cross Canal 3 and Gully Brook as depicted on the 1999 Project Plans and the term "**1999 Project Boundary**" means the project boundaries depicted on the 1999 Project Plans. The FERC license for FERC Project No. 2302 has been amended by order of FERC, dated _____, 2014, ____ FERC ____, to exclude the Granted Premises (as so amended, the "**FERC License**").

[[EXCEPTING AND RESERVING from the Granted Premises to Grantor, its successors and assigns forever the buildings and other property in the City of Lewiston, Androscoggin County, Maine, more particularly described in Schedule II attached hereto and made a part hereof (hereinafter, "**Brookfield Reserved Property**").]]

ALSO EXCEPTING AND RESERVING from the Granted Premises to Grantor, its successors and assigns forever the rights and easements and real property in the City of Lewiston, Androscoggin County, Maine, more particularly described in Schedule III attached hereto and made a part hereof (hereinafter, "**Brookfield Reserved Rights and Easements**") as rights appurtenant to the real estate included in the Monty Hydro Project.

[[ALSO EXCEPTING AND RESERVING from the Granted Premises to Grantor, its successors and assigns forever all of the Personal Property, as hereinafter defined, located on or attached to either (1) the Brookfield Reserved Property or (2) those portions of the Granted Premises burdened by Brookfield Reserved Rights and Easements.]]

ALSO EXCEPTING AND RESERVING from the Granted Premises all real estate, real estate rights and property reserved and excepted by Central Maine Power Company, The Union Water-Power Company and Cumberland Securities Corporation (hereinafter referred to collectively as ("CMP")) in that certain Indenture Deed between CMP and Grantor, dated April 5, 1999, and recorded in the Androscoggin Registry of Deeds, Book 4207, Page 1 (the "CMP Source Deed").

[[ALSO EXCEPTING AND RESERVING from the Granted Premises, all real estate, real estate rights and property provisionally granted or conveyed by Grantor in the instruments listed or described on Schedule IV attached hereto.]]

ALSO EXCEPTING AND RESERVING [[Address any lingering rights of CMP under the CSIA that may affect the Granted Premises.]]

[[Grantor and Grantee acknowledge that Grantor's Monty Hydro Project is licensed by FERC. Grantee by its acceptance hereof hereby COVENANTS AND AGREES for itself and its successors and assigns with Grantor, its successors and assigns as follows: to the extent any portions of the Granted Premises, including without limitation any appurtenant rights or easements, affect any of the project lands, works or waters identified in the FERC License (any such portions of the Granted Premises that have such effect being the "FERC Jurisdictional Premises"), the FERC Jurisdictional Premises are subject to the terms and conditions of that license and to the following covenants:

(1) The use of lands or rights constituting the FERC Jurisdictional Premises shall not endanger health, create a nuisance or otherwise be incompatible with overall project recreational use of the Monty Hydro Project;

(2) Grantee, its successors and assigns, shall take all reasonable precautions to insure that the construction, operation, and maintenance of structures or facilities in, on or under the FERC Jurisdictional Premises will occur in a manner that will protect the scenic, recreational and environmental values of the Monty Hydro Project; and

(3) Grantee, its successors and assigns, will not unduly restrict public access to project waters of the Monty Hydro Project.]]

Grantee by acceptance hereof hereby further COVENANTS AND AGREES for itself and its successors and assigns with Grantor, its successors and assigns that, except as provided in the Water Release Indenture referenced below, Grantee shall not use the Granted Premises or any water that may flow in the Canals included in the Granted Premises in any manner to generate electricity, whether for Grantee's consumption or for consumption by others.

The foregoing obligations of Grantee are in addition to the obligations of Grantee as set forth in that certain Water Release Indenture between Grantor and Grantee to be recorded in said Registry of Deeds after the recording of this Deed (the "Water Release Indenture").

[End of Page. Signature Pages Follow.]

IN WITNESS WHEREOF, the said BROOKFIELD WHITE PINE HYDRO LLC has caused this instrument to be executed and delivered in its name and on its behalf, by its duly authorized officer, as of the ____ day of _____, 201__.

BROOKFIELD WHITE PINE HYDRO LLC, a
Delaware Limited Liability Company

Witness

By: _____

Its: _____

STATE OF MAINE
COUNTY OF _____, ss.

On _____, 201__, personally appeared the above-named _____,
_____ of Brookfield White Pine Hydro LLC, and acknowledged
the foregoing to be ___ free act and deed in said capacity and the free act and deed of said
Brookfield White Pine Hydro LLC.

Before me,

Notary Public
Name: _____
My Commission Expires:

GRANTEE'S ACCEPTANCE

The said CITY OF LEWISTON hereby acknowledges its acceptance of this Deed Indenture and hereby covenants and agrees for itself and its successors and assigns to assume, be bound by, observe and perform the obligation of Grantee above set-forth the terms, conditions and provisions set forth in this Indenture Deed or the schedules thereto, and has caused this instrument to be executed by _____, CITY OF LEWISTON's duly authorized _____, as of the ___ day of _____, 201__.

ATTEST: CITY OF LEWISTON, a Maine municipality

By: _____

Its _____, duly authorized

STATE OF MAINE
COUNTY OF _____, ss.

On _____, 201__, personally appeared the above-named _____,
_____ of City of Lewiston, and acknowledged the foregoing to
be ___ free act and deed in said capacity and the free act and deed of said City of Lewiston.

Before me,

Notary Public
Name: _____
My Commission Expires:

Exhibit 1-B

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This Bill of Sale, Assignment and Assumption Agreement is made as of the ____ day of _____, 2014, between BROOKFIELD WHITE PINE HYDRO LLC, a Delaware limited liability company formerly known as FPL Energy Maine Hydro LLC with a mailing address of 26 Katherine Drive, Hallowell, Maine 04347 ("**Seller**"), which term is intended to include, unless expressly stated otherwise, its successors and assigns and CITY OF LEWISTON, a Maine municipality with a mailing address of 27 Pine Street, Lewiston, ME 04240 ("**Buyer**"), which term is intended to include, unless stated otherwise, its successors and assigns.

RECITALS

A. In accordance with that certain Agreement for Purchase and Sale of Lewiston Canals, dated as of _____, 2014, by and between Buyer and Seller (the "**Purchase Agreement**") Seller has conveyed to Buyer by deed of near or even date herewith certain fee, easement or other lesser rights in certain real estate located in the City of Lewiston, County of Androscoggin, and State of Maine (the "**Real Estate**").

B. In accordance with the Purchase Agreement, Seller also agreed to convey to Buyer all personal property located on the Real Estate, save and except for the Personal Property listed or described on Schedule A (Excluded Personal Property) annexed hereto (the personal property to be conveyed to Buyer being the "**Personal Property**");

C. Seller is a party to certain leases, licenses, indentures and other agreements identified on Schedule B annexed hereto and the Real Estate is encumbered by certain other leases, licenses, indentures and other agreements of record in the Androscoggin County Registry of Deeds (all such leases, licenses, indentures and other agreements whether listed on Schedule B or recorded in said Registry being collectively the "**Assigned Agreements and Leases**").

D. In accordance with the Purchase Agreement, Seller also agreed to assign its interest under the Assigned Agreements and Leases to Buyer and Buyer agreed to assume and perform the prospective obligations of Seller under the Assigned Agreements and Leases as provided herein.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which the parties hereby acknowledge, the parties agree as follows:

Section 1. Recitals. The recital clauses set forth above are incorporated herein by reference as though set forth verbatim herein.

Section 2. Personal Property. Seller does hereby assign, transfer, convey, bargain, set over, release, deliver, vest and confirm unto Buyer, its successors and assigns forever, the entire right, title and interest of Seller in and to the Personal Property and the Assigned Agreements and

Leases AS IS, WHERE IS, with all faults, and otherwise in accordance with the Purchase Agreement.

Section 3. Assumption of Seller's Obligations. Buyer does hereby accept and assume all of the right, title, interest and obligations of Seller as set forth in the Assigned Agreements and Leases and hereby covenants and agrees with Seller to pay, perform, comply with and be bound by all of the covenants and obligations of Seller as set forth in the Assigned Agreements and Leases that first accrue or are first due to be paid, performed or complied with on and after the date of this instrument.

Section 4. Governing Law. This Agreement shall be governed by the laws of the State of Maine.

Section 5. Amendments. This Agreement may not be amended, modified or revoked except by a writing signed by both parties hereto.

Section 6. Benefit and Assignment. This Agreement will be binding upon and inure to the parties hereto and their respective successors and assigns.

Section 7. Counterparts. This document may be executed in counterparts which collectively shall constitute a single document.

IN WITNESS WHEREOF each of the parties have caused this agreement to be executed, by its duly authorized representative.

ATTEST:

BROOKFIELD WHITE PINE HYDRO LLC

By: _____

Its _____, duly authorized

ATTEST:

CITY OF LEWISTON, a Maine municipality

By: _____

Its _____, duly authorized

Schedule A

Excluded Personal Property

[[[This will be the same as the Excluded Personal Property—Schedule 1(d) to the Purchase Agreement]]]

Schedule B

Leases and Agreements

[[Note: Table to be updated to reflect status at closing]]

Lessor/ Licensor	Lessee/ Licensee	TERM	DOCUMENT	NOTES
Maine Hydro (as successor to CMP)	Northern Utilities, Inc.		Use Agreement 2494/231 7/26/1989	20 FT Wide Strip - gas t-line
Maine Hydro (as successor to CMP)	City of Lewiston		Permit 4/10/1991	Public boat/canoe carry-in facility & access from Lincoln Street. 2670/34
Maine Hydro (as successor to UWP)	City of Lewiston		Lease 11/2/89	Cross Canal #2- Land lease on Lincoln St. (former Sandra Quessey lease assigned to Ariel 11/24/ 1998).
Maine Hydro (as successor to UWP)	Financial Center Assoc.	10/1/80 - 9/30/90	Ind./ Lease 1490/15 10/1/80-	Main Canal -Lease for parking on Canal Street.
Maine Hydro (as successor to UWP)	Gateway Associates	6/1/80 – 6/30/90	Lease 1415/152 6/1/79	Main Canal - Lease for parking on Canal Street.
Maine Hydro (as successor to UWP)	Lincoln-Canal Corp.	No term on letter	Permit 5/6/66	Cross Canal #1 Penn iss ion to use 3' wide strip of land.
Maine Hydro	Fortier Security Ctr.	5/1/2001 – 60 Months Renewal additional 60 months automatic	Lease 5/1/06	Parking Lot Ground Lease. Cross Canal #2 Land on Lincoln Street
Maine Hydro (as successor to UWP)	John Marden	Tenant at Will	Permit 11/25/86	Upper Canal- Land lease for 4 storm culverts.
Maine Hydro (as successor to CMP)	Continental Corporation	7/1/1987- (5 Years) - then automatically renews year to year	Ind./Lease 7/1/1982	Rent of space in Continental Mill Generator buildings.
Maine Hydro (as successor to UWP)	L. L. BEAN	Tenant at Will	Lease 2/5/86	Cross Canal #1 Permission for emergency. egress
Maine Hydro (as successor to UWP)	L. S. Investment Inc.	Tenant at Will	Lease 7/13/88	Cross Canal #2 Permission to use land on Lincoln Street
Maine Hydro (as successor to UWP)	Lepage Bakery/Country Kitchen	Tenant at Will	Lease 11/25/86	Upper Canal Permission for storm culverts
Maine Hydro (as successor to UWP)	Lewiston Mill Redevelopment Corp.	8/1/94 - One Year automatically renews year to year	Lease 8/1/94	Lease for sign on UWP land
Maine Hydro (as successor to CMP)	Bates College	One Year or until cancelled by either party (auto renewal)	Revocable License 11/6/87	Boat Dock
Maine Hydro/CMP	Bates Manufacturing Company		Lease 6/1/1950- 654/111	Water usage.

Lessor/ Licensor	Lessee/ Licensee	TERM	DOCUMENT	NOTES
Maine Hydro (as successor to UWP)	Bates Fabrics, Inc. et al.		Lease 9/20/1984 recorded 2796/173 ASMT 11/20/1984 recorded 2796/175	Contract d. 6/1/1977 - 2269/291; Agreement to term - I 850/141; Amendment to Agreement to Term 2669/271
Pierce Associates Inc.				
Daniel Schweitzer				

Schedule C
Third Party Consents

Exhibit 1-C

Water Rights Release Deed

KNOW ALL MEN BY THESE PRESENTS, that CITY OF LEWISTON, a municipal corporation established pursuant to the laws of the State of Maine and having its principal office in Lewiston, Maine, in consideration of One Dollar (\$1.00) and other valuable consideration to it paid by BROOKFIELD WHITE PINE HYDRO LLC, a limited liability company organized and existing under the laws of the State of Delaware and having its principal place of business in Hallowell, Maine, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE, BARGAIN, SELL and CONVEY, and forever QUITCLAIM unto said Brookfield White Pine Hydro LLC, its successors and assigns, all of its water rights, and all other appurtenant rights and interests, in and to the Androscoggin River in the State of Maine, riparian, flowage and water-related easements and rights, including without exception all rights to draw water from the Androscoggin River and the Canals, including all mill privileges and such other rights appurtenant to or otherwise associated with any of the Donated Property including without limitation the water rights granted to said City of Lewiston by Quit Claim Deed given by The Union Water-Power Company, dated April 9, 1991, and recorded in the Androscoggin County Registry of Deeds, Book 2670, Page 24.

The purpose of this conveyance is to convey to said Brookfield White Pine Hydro LLC, its successors and assigns, all water rights held by said City of Lewiston in and to the Androscoggin River in said City of Lewiston, and such water rights are hereby conveyed by said City of Lewiston to said Brookfield White Pine Hydro LLC, its successors and assigns, whether specifically described herein or not; provided, however, that said Brookfield White Pine Hydro LLC will by Water Rights Indenture of even date herewith, to be recorded following the recording of this Quitclaim Deed, convey to said City of Lewiston certain water rights with respect to said Androscoggin River. The aforesaid grant is made and accepted without warranty or representation by Grantor, its successors and assigns, that the enjoyment of the rights and interests granted hereby may not lawfully be impeded by others claiming prior rights inconsistent with or superior to any of them, however acquired.

TO HAVE AND TO HOLD, the same, together with all the privileges and appurtenances thereunto belonging, to it, the said Brookfield White Pine Hydro LLC, its successors and assigns forever.

[End of page. Signature page follows.]

IN WITNESS WHEREOF, City of Lewiston has caused this Quitclaim Deed to be executed in its corporate name and sealed with its corporate seal by _____, its _____ hereunto duly authorized, as of the ____ day of ____, 201__.

CITY OF LEWISTON

Witness

By: _____

Its: _____

STATE OF MAINE
COUNTY OF _____, ss.

On _____, 2014, personally appeared the above-named _____, _____ of City of Lewiston, and acknowledged the foregoing to be ___ free act and deed in said capacity and the free act and deed of said City of Lewiston.

Before me,

Notary Public
Name: _____
My Commission Expires:

Exhibit 1-D

Water Release Indenture

THIS WATER RELEASE INDENTURE, executed and delivered as of the ____ day of ____, 20__, by and between BROOKFIELD WHITE PINE HYDRO LLC, a limited liability company organized and existing under the laws of the State of Delaware and having its principal place of business at 26 Katherine Drive, Hallowell, Maine 04347 (together with its successors and assigns, "**Grantor**"), and CITY OF LEWISTON, a municipal corporation established pursuant to the laws of the State of Maine and having its principal office at 27 Pine Street, Lewiston, Maine 04240 (together with its successors and assigns, "**Grantee**");

WHEREAS, Grantor has, by deed executed contemporaneously herewith and to be recorded prior to the recording of this Indenture, conveyed all of its right title and interest in a certain system of canals in Lewiston, Maine, as more specifically described in said deed, reserving and excepting to Grantor all water rights in and to the Androscoggin River and other reserved rights and interests set forth in said deed (the property conveyed by such deed together with other related property also conveyed by Grantor to Grantee by other instruments of conveyance, being collectively the "**Canals**");

WHEREAS, Grantee has, by deed executed contemporaneously herewith and to be recorded prior to the recording of this Indenture, conveyed to Grantor all of Grantee's water rights in and to the Canals;

WHEREAS, following the foregoing conveyances, Grantor owns (i) the Monty hydroelectric generating facility and associated real estate, real estate rights, dams, impoundments and other structures and equipment located at the head pond upstream of the Canals and at various other locations along the Androscoggin River, all as licensed by the Federal Energy Regulatory Commission ("**FERC**") as the Lewiston Falls Project No. 2302, as such license was most recently amended by FERC Order, dated ____, 20__, ____ FERC ____ (such facility, real estate rights, dams, impoundments and other structures and equipment being the "**Monty Hydro Project**"), and (ii) all water rights in and to the Androscoggin River associated with the Canals and the Monty Hydro Project; and

WHEREAS, Grantee requires certain water flows from the Androscoggin River through the Canals, in the amounts and at the times herein specified, for the purpose of preserving aesthetic features of the Canals and alleviating water quality issues associated with stagnation in the Canals;

NOW THEREFORE, in consideration of the premises and of other valuable consideration to it paid by Grantee, the receipt whereof is hereby acknowledged, Grantor does hereby REMISE, RELEASE, BARGAIN, SELL, and CONVEY, without covenant or warranty, unto Grantee, its successors and assigns, as a right appurtenant to Grantee's right, title and interest in the Canals, the right in and to water flowing in the Androscoggin River to be delivered by Grantor into the "Upper Canal" in Lewiston, Maine, as said Upper Canal is referred to as the Main Canal in a certain deed dated December 5, 1878, given by the Franklin Company to The Union Water-

Power Company, and recorded in Androscoggin County Registry of Deeds, Book 95, Page 411, at Grantor's Main Headgate (which is located in the Main Gatehouse at the upstream end of said Upper Canal) (the "**Main Headgate**") in the following specified amounts and at the following specified times, subject to the covenants, restrictions, limitations, terms and conditions set forth in this Indenture and subject to all restrictions and requirements imposed by FERC:

- A. Such amount of water, which is the lesser of seventy cubic feet per second (70 cfs) (the "**Maximum Base Flow**"), or the amount as is required to maintain water levels in the Canals at a height of 163.5 feet (the "**Desired Canal Water Level**") measured at the transducer located approximately 150 feet downstream from the south side of Main Street Bridge on the westerly wall of the Upper Canal at the location indicated on the map of the Canals included in Exhibit A attached hereto (together with the wires, cables and conduit connecting the transducer with the Main Headgate, the "**Water Level Transducer**"); plus
- B. At the request of Grantee and subject to the provisions of Section 1 below, such additional amount of water, not exceeding two hundred twenty-four cubic feet per second (224 cfs) to the extent Grantee determines is necessary to reduce stagnation conditions in the Canals but only for up to one hour duration (at times of day reasonably selected by Grantor) not more than (i) twice a week in the period extending from June 1st to September 30th of each year and (ii) once a week in the period extending from October 1st to May 31st of each year (the "**Maximum Flushing Flow**");

Grantee covenants and agrees that it will minimize requests for flushing flows under Granting Clause (B) to the extent it determines that the flows delivered under Granting Clause (A) are sufficient to reduce stagnation conditions in the Canals, it being recognized that little to no flushing flows may be necessary with the flows delivered under Granting Clause (A).

TO HAVE AND TO HOLD, the same, together with all the privileges and appurtenances thereto belonging, to said Grantee, its successors and assigns forever.

The amount of water that is required to maintain the Desired Canal Water Level is sometimes referred to herein as "**Maintenance Flow Rate**" and the amount of water actually delivered in accordance with Granting Clause (A) above (ascertained and calculated in accordance with Exhibit A attached hereto and hereby made a part hereof) is sometimes referred to herein as "**Actual Flow Rate**."

For the absence of doubt the parties acknowledge that:

- (i) The aforesaid grant is made and accepted without warranty or representation by Grantor, its successors and assigns, that the enjoyment of the rights and interests granted hereby may not lawfully be impeded by others claiming prior rights inconsistent with or superior to any of them, however acquired;

- (ii) The maximum total water flow when flushing flows are provided in accordance with Granting Clause (B) above shall be two hundred and ninety-four cubic feet per second (294 cfs) representing the sum of the Maximum Base Flow plus the Maximum Flushing Flow;
- (iii) Provided that Grantor is providing water in accordance with the terms of this Indenture, Grantor shall have free and unencumbered use of all water in excess of the sum of Actual Flow Rate and the water flow required to be delivered pursuant to Granting Clause (B); and
- (iv) The parties agree that Grantee's rights and Grantor's obligations hereunder run with the land and that this Indenture may not be terminated by Grantor.

The rights to releases of water granted hereby are conveyed subject to the following covenants, agreements, terms and conditions:

1. Grantee acknowledges that effective with the recording of this Indenture it is the Grantee's responsibility, and not the Grantor's responsibility, to make repairs to the Canals and that the failure to make repairs can cause water levels to be at levels that are not aesthetically satisfactory, despite Grantor's delivery of the Maximum Base Flow and the Maximum Flushing Flow. This paragraph does not alter the obligations of any third parties such as the Maine Central Railroad and the Maine Department of Transportation, their successors and assigns, to repair the Canals in connection with their obligations under any easements or other property interests in the Canals or surrounding land.

Grantor's obligation to provide flushing flows in accordance with Granting Clause (B) is conditioned upon the substantially concurrent opening of the weir at Grantee's Upper Bates generating station (the "**Upper Bates Weir**") to allow the additional volume of water to descend through Cross Canal No. 1 into the Lower Canal. In order to coordinate the opening of the gates of the Upper Bates Weir with the opening of Grantor's Main Headgate, the Parties agree as follows:

- a) Grantor shall maintain, repair and replace at its sole cost the telecommunications equipment that allows Grantor to control the opening and closing of gates in the Upper Bates Weir leading from the Main Headgate to and including the wall-mounted programmable logic controller cabinet located in the gatehouse building for the Upper Bates Weir that controls the flow of electricity to the motors that open and close the gates in the Upper Bates Weir (the "**PLC Cabinet**");
- b) Grantee shall maintain, repair and replace at its sole cost all other components of the Upper Bates Weir that are necessary for Grantor's remote control of the opening and closing of the gates in the Upper Bates Weir, including the electrical cables leading from the PLC Cabinet to the motors that open and close the gates in the Upper Bates Weir.

- c) The Parties will cooperate with one another as reasonably necessary in order to permit the effective coordination of opening and closing of the gates in the Upper Bates Weir with the opening and closing of Grantor's Main Headgate for purposes of delivery of flushing flows in accordance with Granting Clause (B).

Grantor shall maintain, repair and replace the Water Level Transducer at its sole cost.

Authorized representatives of Grantee and Grantor shall consult with one another from time to time as necessary (no less frequently than annually) to review data regarding level of water in the Canals, the Actual Flow Rates most recently in effect and other relevant conditions, including any repairs recommended by Grantor or any plan of repair to be undertaken by Grantee.

Grantee may request, on reasonable notice from time to time, that Grantor reduce or entirely suspend the flow of water to the Canals at the Main Headgate. Grantor agrees to use commercially reasonable efforts to timely comply with such requests, subject to all restrictions and requirements imposed by FERC.

2. Grantee covenants and agrees that none of the water in the Canals shall be used for the generation of electricity. Grantee and Grantor acknowledge that Museum L/A is considering the installation of an exhibit that will demonstrate the production of mechanical and electrical power by use of waters flowing in the Canals. Brookfield agrees to entertain proposals from Grantee and Museum L/A regarding the exemption of such an exhibit from the restrictions of this paragraph (2), it being understood that Brookfield will not unreasonably withhold the grant of such exception if the proposed exhibit (i) is not reasonably expected to have an adverse effect on water quality or other regulatory compliance considerations in the Androscoggin River, and (ii) will not result in the generation of electricity for commercial purposes.
3. Grantee covenants and agrees that, without the prior written consent of Grantor, Grantee will not, and to the extent Grantee has the power to do so, it will not permit others to, (i) remove water from the Canals without returning it in the substantially same volume to the Canals; (ii) add or remove thermal energy to or from waters flowing in the Canals that at any time has a material adverse effect on water quality or other regulatory compliance considerations in the Androscoggin River; or (iii) except for storm water that is lawfully drained into the Canals, add any chemicals, effluent or other materials (not including fill that is added by the City in accordance with applicable law) to the waters flowing in the Canals,
4. Grantor's obligation to provide water in accordance with Granting Clause (A) and Granting Clause (B) above, is subject to, and Grantor shall not be liable for, failure or interruption of water delivery as a result of the effects of

(a) unforeseeable causes beyond Grantor's reasonable control and without its fault or negligence, including without limitation fire, explosion, riot, failure or interruption of services, sabotage, strikes, acts of God, drought or accidents; (b) appropriation or diversion of water by rule or order of any governmental authority; or (c) such actions as Grantor is obliged to take in response to river conditions or other exigencies. If water delivery is so interrupted, Grantor shall restore water delivery as soon as it reasonably can.

5. Grantor agrees to provide the following reports and notices to Grantee:

- a) Not less frequently than quarterly, reports of the following recorded data:
 - (i) Actual Flow Rates and water level readings from the Water Level Transducer, which data may consist either of hourly readings or daily averages of hourly readings as Grantor may elect from time to time;
- b) Written notice of the occurrence of daily average of hourly readings of Actual Flow Rates in excess of sixty-five cubic feet per second (65 cfs) on five (5) or more consecutive days; and
- c) Written notice of the anticipated commencement and duration of any operations described in Section 6, at least thirty (30) days in advance of such commencement or, if circumstances do not allow for 30-days' advance notice, such lesser advance notice as is practical in the circumstances.

6. Nothing in this Agreement shall preclude Grantor's taking the following actions, from time to time:

- a) Draining the head pond that is upstream from the Main Headgate for the purpose of performing reasonable inspections, maintenance, repair, relocation or replacement of all or any portion of the Monty Hydro Project, said head pond and the dams surrounding said head pond, or for any other emergency reasons;
- b) Reconstructing or relocating all or any part of the Main Headgate, the Monty Hydro Project or any of Grantor's dams and control works, or any part thereof, and constructing any new work on the Lewiston Falls of the Androscoggin River which, in Grantor's sole judgment, may be necessary or desirable, now or in the future, *provided, however*, that no such reconstruction or relocation when complete shall interfere with the rights herein granted or interrupt the flow or water in accordance with Granting Clause (A) or Granting Clause (B) above, except as necessary to comply with restrictions and requirements imposed by FERC.

During any period that said head pond is being drained, is drained, or is being refilled or the Main Headgate is the subject of inspections, maintenance, repair,

relocation or replacement, Grantor's obligation to furnish water flowage pursuant to the water rights herein granted shall be commensurately reduced or suspended but only in the amounts and for the period as reasonable in the circumstances.

7. Effective on the recording of this Indenture, the following documents shall be cancelled and the parties thereto shall have no further obligations thereunder:
 - (a) That certain Indenture by and between The Union Water-Power Company (Grantor's predecessor in interest in the ownership of the Canals) and Grantee, dated as of April 10, 1991, and recorded in said Registry of Deeds, Book 2670, Page 34; and
 - (b) **[[Other?]]**.
8. Grantee acknowledges and agrees that Grantor is not a party to and has no obligations to Grantee under that certain Credit Agreement between Central Maine Power Company, the Union Water-Power Company and the City of Lewiston, Maine, dated October 2, 1991, and recorded in said Registry of Deeds, Book 2746, Page 296, and in particular that Grantor has no obligation to pay Grantee, or otherwise provide Grantee any credit or other value, for Grantor's use of any amount of water as to which Grantor's obligation to deliver under this Indenture is excused or suspended in accordance with any of the provisions of this Indenture.

Grantee, on behalf of itself and its successors and assigns in ownership of the Canals, hereby covenants and agrees to pay, perform, comply with and observe the agreements and covenants of Grantee set forth in Sections 1 through 8 above as covenants benefiting and running with Grantor's right, title and interest in Monty Hydro Project and burdening and running with Grantee's right, title and interest in the Canals. Grantor, on behalf of itself and its successors and assigns in ownership of the Monty Hydro Project, hereby covenants and agrees to pay, perform, comply with and observe the agreements and covenants of Grantor set forth in Sections 1 through 9 above as covenants benefiting and running with Grantee's right, title and interest in the Canals and burdening and running with Grantor's right, title and interest in the Monty Hydro Project.

[End of page. Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective officers hereunto duly authorized.

BROOKFIELD WHITE PINE HYDRO LLC

Witness

By: _____

Its: _____

CITY OF LEWISTON

Witness

By: _____

Its: _____

STATE OF MAINE
COUNTY OF _____, ss.

On _____, 201__, personally appeared the above-named _____,
_____ of Brookfield White Pine Hydro LLC, and acknowledged
the foregoing to be ___ free act and deed in said capacity and the free act and deed of said
Brookfield White Pine Hydro LLC.

Before me,

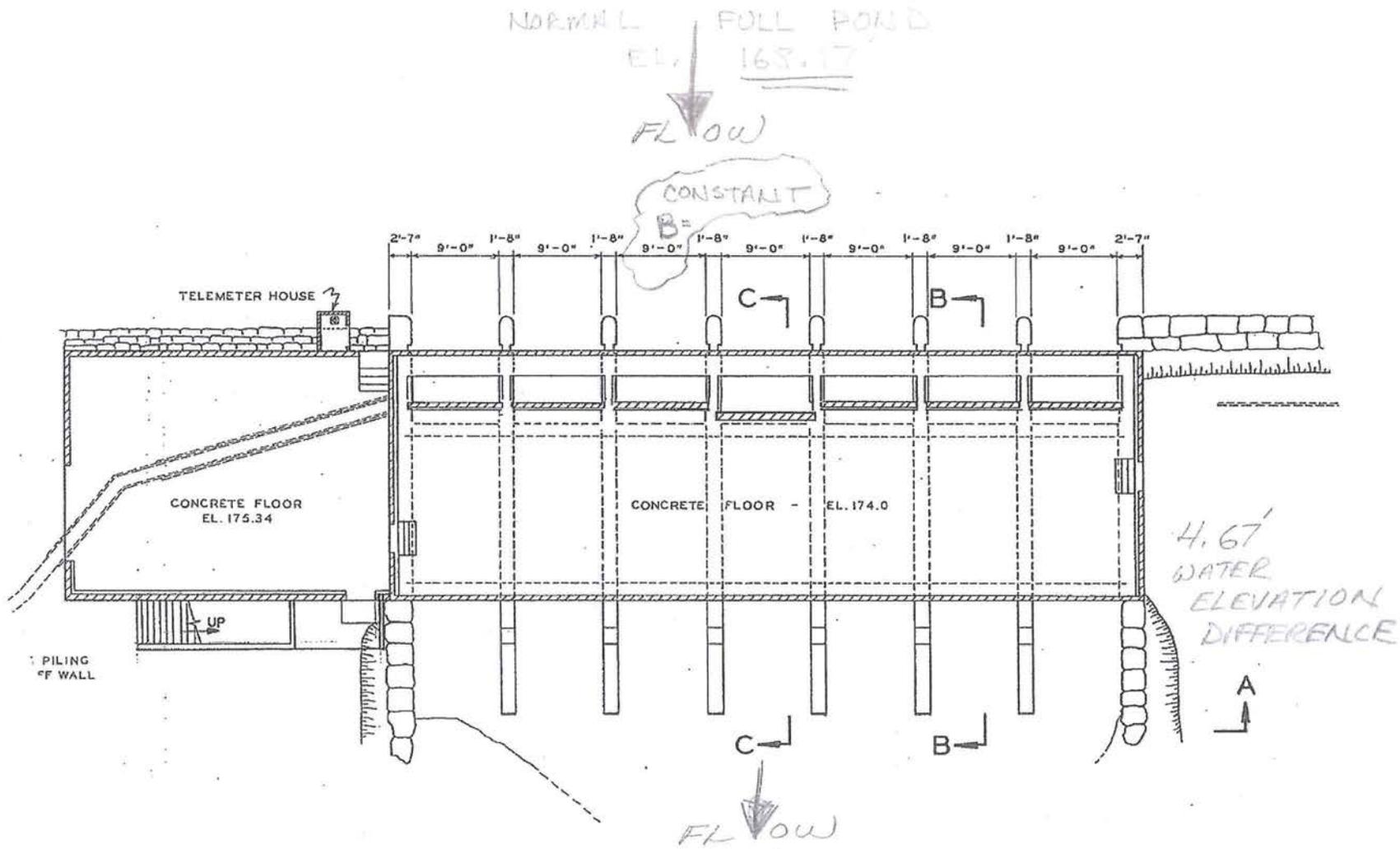
Notary Public
Name: _____
My Commission Expires: _____

STATE OF MAINE
COUNTY OF _____, ss.

On _____, 201__, personally appeared the above-named _____,
_____ of City of Lewiston, and acknowledged the foregoing to
be ___ free act and deed in said capacity and the free act and deed of said City of Lewiston.

Before me,

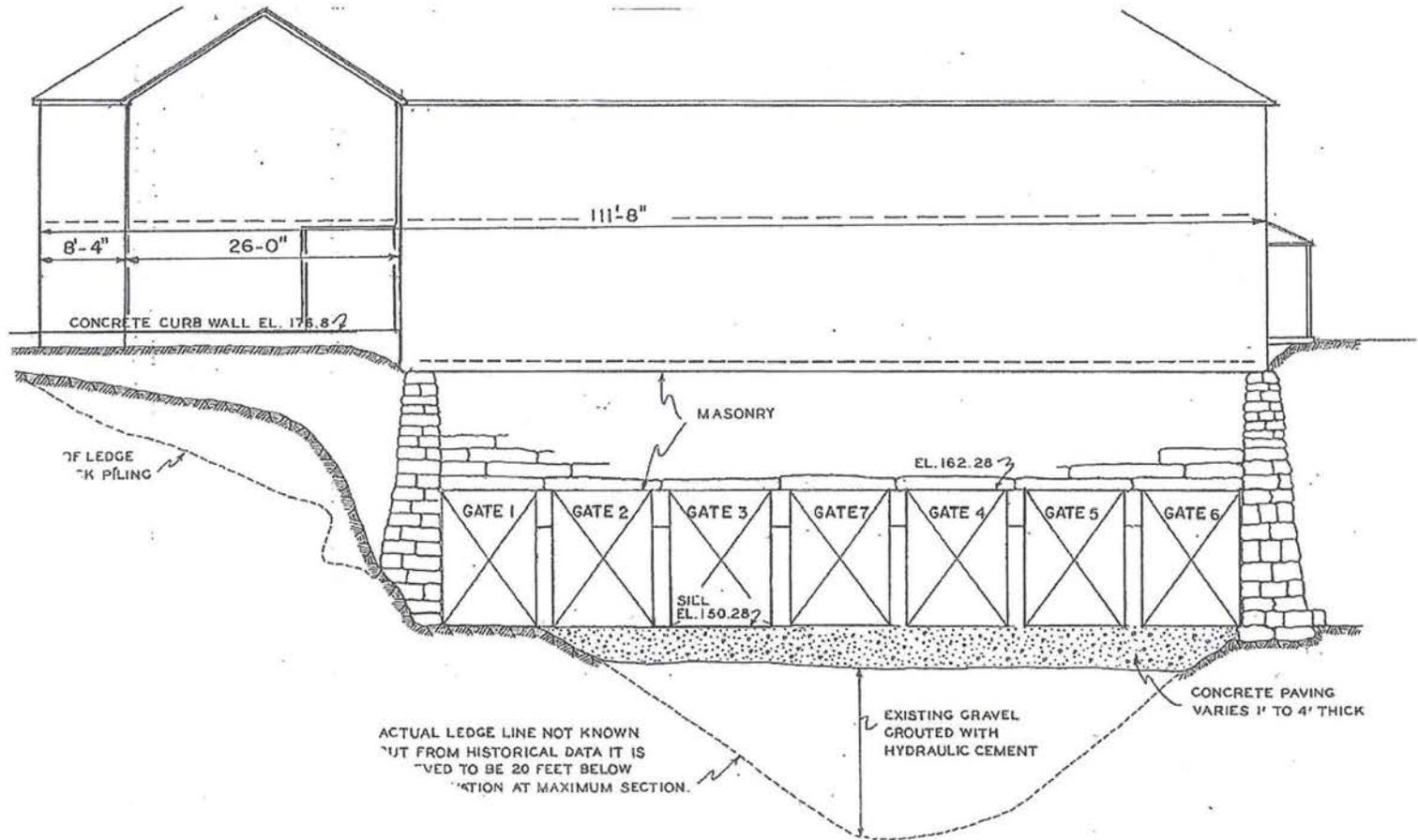
Notary Public
Name: _____
My Commission Expires: _____



MAIN GATE HOUSE - PLAN AT ELEV. 177.0
 SCALE: 1" = 10'

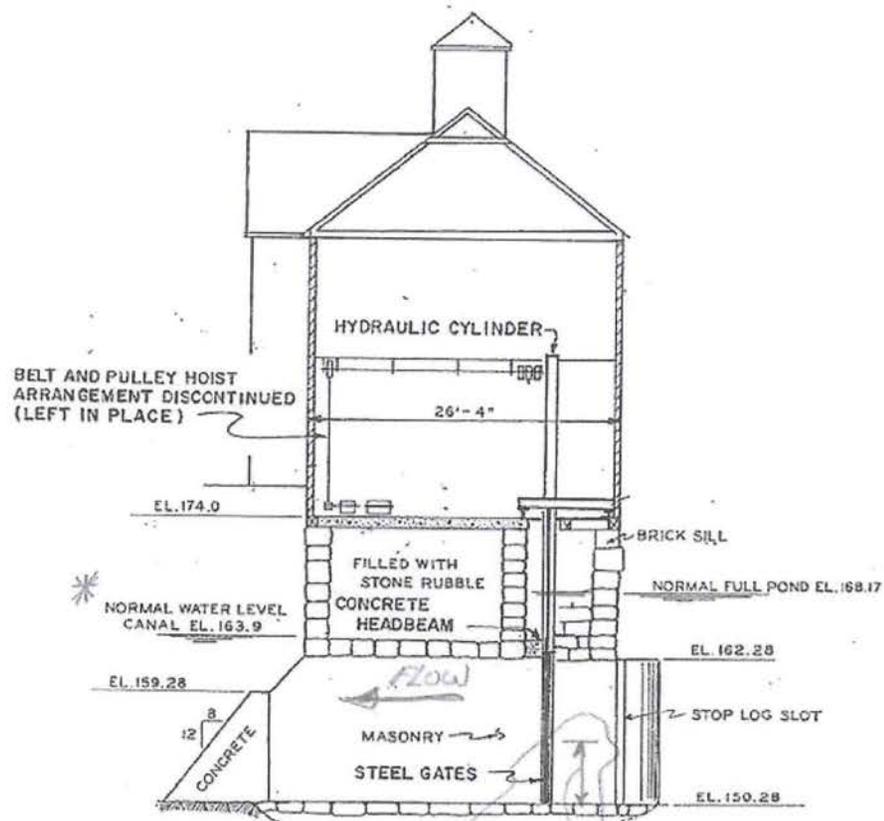
NORMAL WATER LEVEL
 IN CANAL EL. 163.5'

P5.1



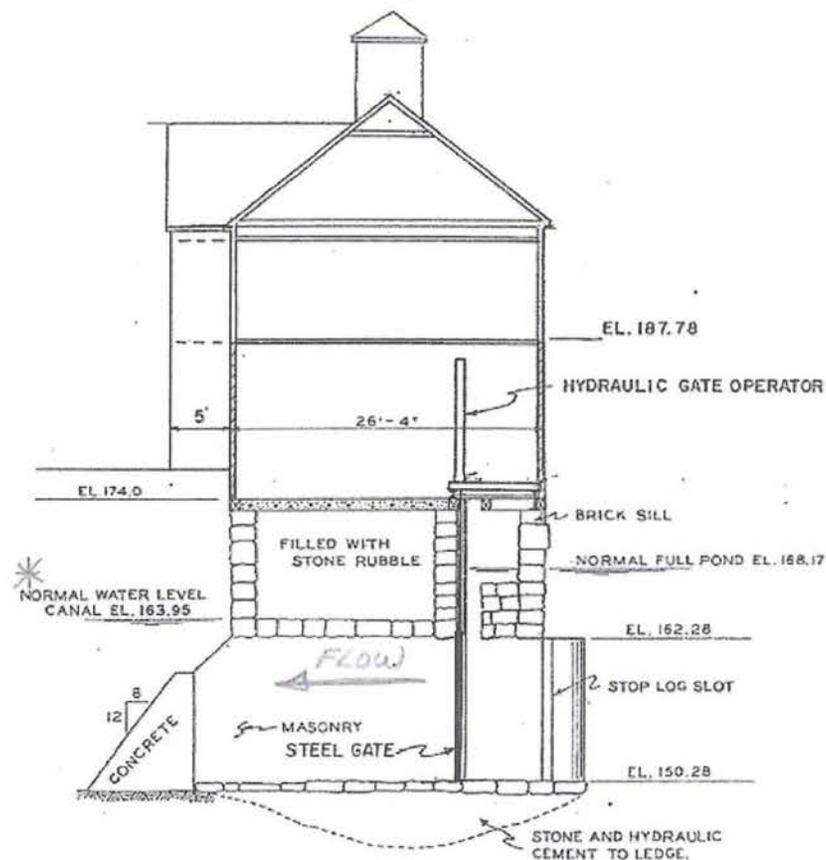
DOWNSTREAM ELEVATION OF
 GATE HOUSE

Pg. 2



SECTION B-B
SCALE: 1" = 10'

G₀ = VARIES



SECTION C-C
SCALE: 1" = 10'

*Note: Normal Water Level Elevations in the canal is revised to El. 163.5 feet per this Water Release Indenture

CALCULATION OF FLOW THROUGH SINGLE GATE PS. 4

BASIC ORIFICE FORMULA =

$$Q \text{ in cfs} = C G_o B \sqrt{2g H'}$$

THE GATE STRUCTURE HAS A SUBMERGED ORIFICE SO UNDER NORMAL POND CONDITIONS, $H' = 4.67'$ AS FLOW IN THE RIVER EXCEEDS THE HYDRAULIC CAPACITY OF MONTIC STATION - THE RIVER WILL RISE ABOVE 168.17' & THE FLOWS THROUGH THE GATE(S) WILL INCREASE.

C can vary between 0.72 & 0.76, USE 0.72

G_o WILL VARY ON GATE OPENING ABOVE THE SILL EL. OF 150.23'

$B = 9.0'$ WIDTH OF GATE(S)

$H = 4.67'$ UNDER NORMAL POND & CANAL ELEVATIONS

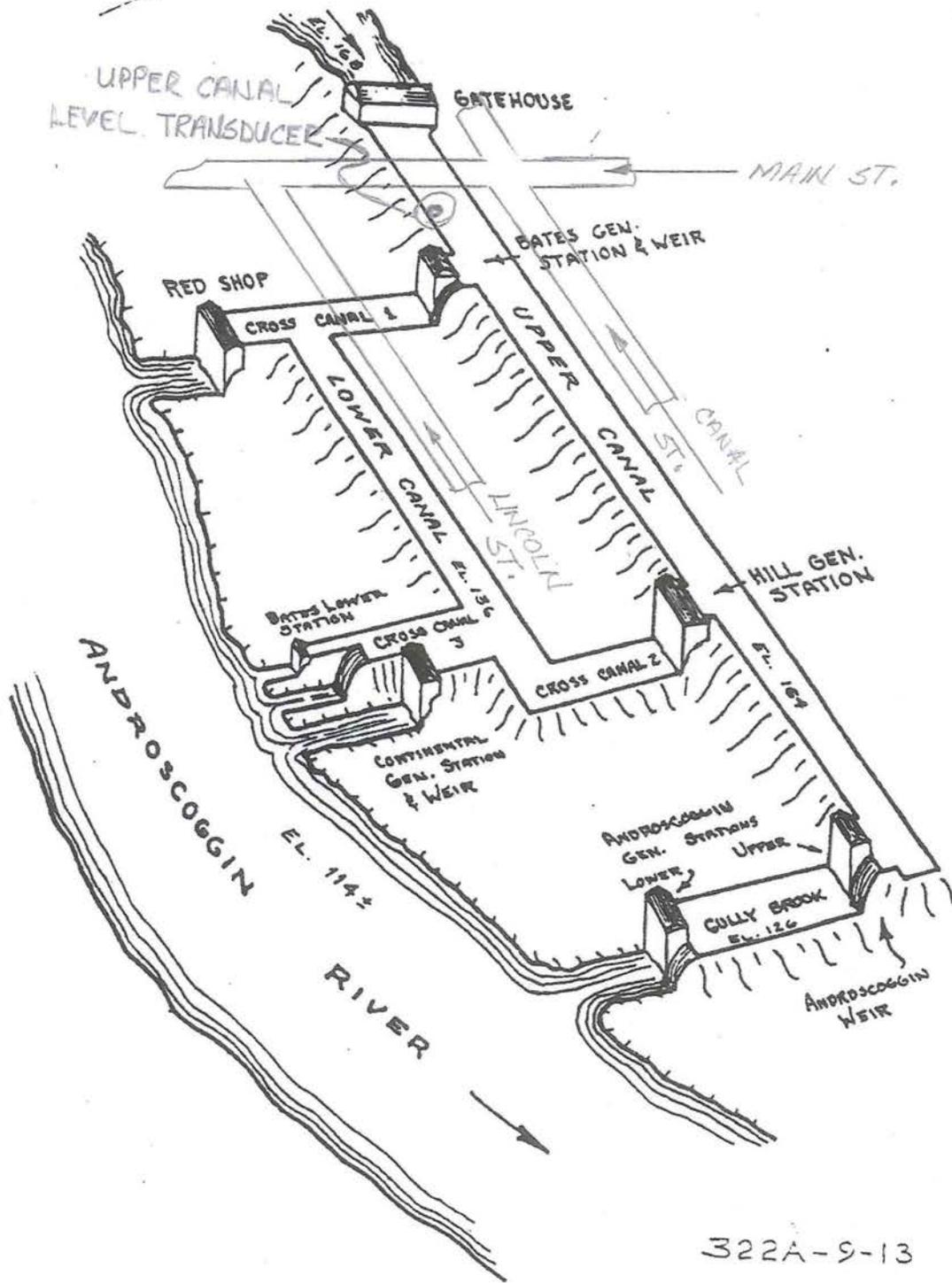
$g = 32.2 \text{ ft/sec}^2 = \text{acceleration of gravity}$

$$\begin{aligned} \therefore Q \text{ cfs} &= 0.72 (G_o) 9 \sqrt{2(32.2) 4.67} \\ &= 112.38 (G_o) \end{aligned}$$

Lewiston Canal - Main Gate House - Flow in Cubic Feet per Second (CFS) per gate (6 gates total)

Canal level in feet 163.5 (Per this Water Release Indenture)

Vertical Gate Opening in feet above sill elevation 150.28'	Monty Pond level, feet								
	168.17	167.67	167.17	166.67	166.17	165.67	165.17	164.67	164.17
1	112	106	100	93	85	77	67	56	43
2	225	212	199	185	170	153	134	112	85
3	337	319	299	278	255	230	202	169	128
4	449	425	398	370	340	306	269	225	170
5	562	531	498	463	425	383	336	281	213
6	674	637	598	556	510	460	403	337	255
7	787	743	697	648	595	536	470	394	298
8	899	849	797	741	680	613	538	450	341
9	1011	956	897	833	765	689	605	506	383
10	1124	1062	996	926	850	766	672	562	426
11	1236	1168	1096	1018	935	843	739	619	468
12	1348	1274	1195	1111	1020	919	806	675	511



322A-9-13

HYDRAULIC DESIGN CRITERIA

AS. 7

SHEET 320-1

CONTROL GATES

DISCHARGE COEFFICIENTS

1. General. The accompanying Hydraulic Design Chart 320-1 represents test data on the discharge coefficients applicable to partial openings of both slide and tractor gates. The basic orifice equation is expressed as follows:

$A = G_o \times B$

$Q = C G_o B \sqrt{2gH'}$

DISCHARGE COEF. →

WIDTH OF GATE →

UPSTREAM EL. - Downstream EL. →

GATE OPENING ABOVE INVERT (SILL) →

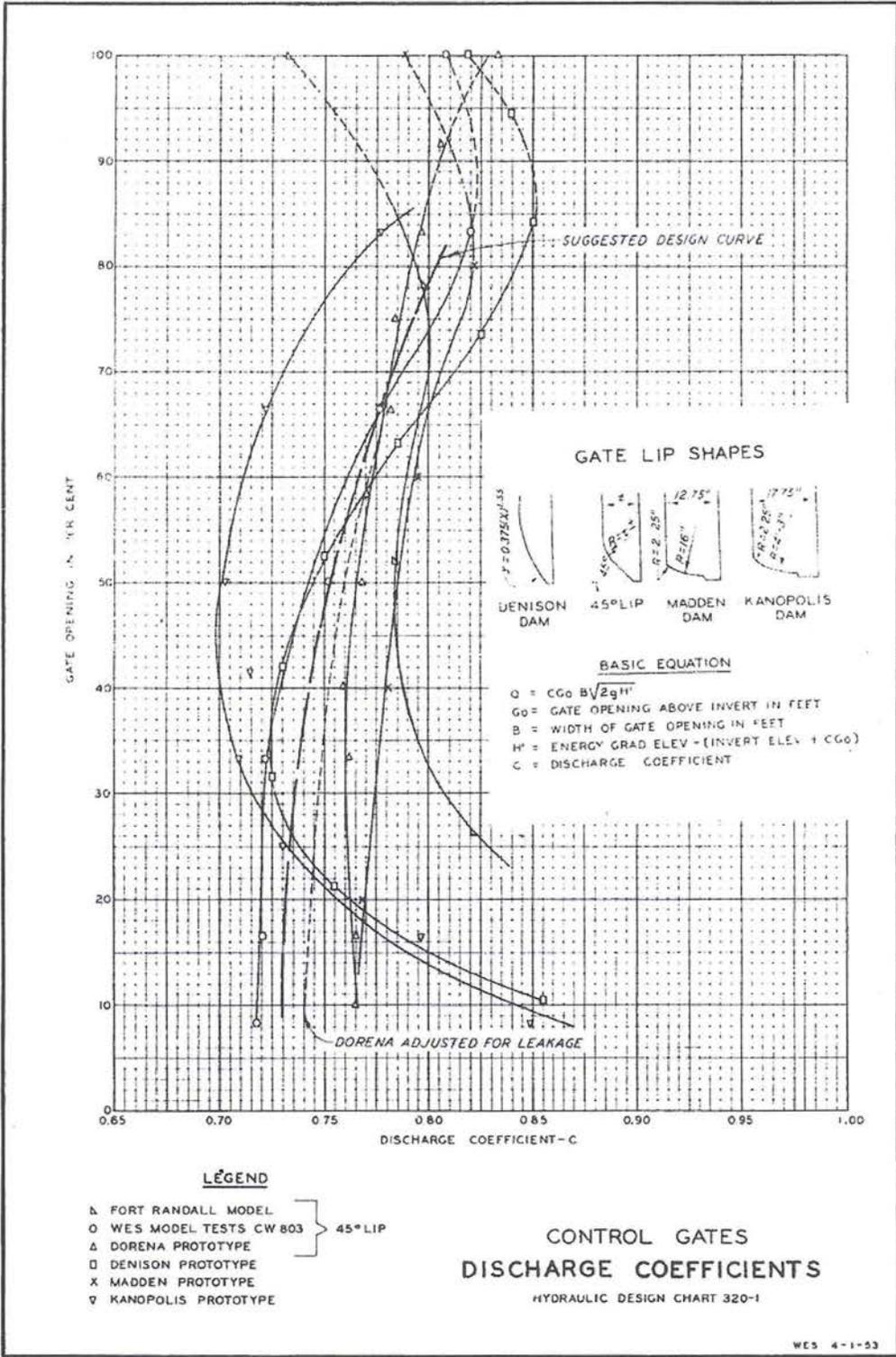
The coefficient C is actually a contraction coefficient if the gate is located near the tunnel entrance and the entrance energy loss is neglected. When the gate is located near the conduit entrance the head (H') is measured from the reservoir water surface to the top of the vena contracta. However, when the gate is located a considerable distance downstream of the conduit entrance, H' should be measured from the energy gradient just upstream of the gate to the top of the vena contracta because of appreciable losses upstream of the gate. The evaluation of H' requires successive approximation in the analysis of test data. However, the determination of H' in preparation of a rating curve can be easily accomplished by referring to the chart for C.

2. Discharge Coefficients. Discharge coefficients for tractor and slide gates are sensitive to the shape of the gate lip. Also, coefficients for small gate openings are materially affected by leakage over and around the gate. Chart 320-1 presents discharge coefficients determined from tests on model and prototype structures having various gate clearances and lip shapes. The points plotted on the 100 per cent opening are not affected by the gate but rather by friction and other loss factors in the conduit. For this reason the curves are shown by dashed lines above 85 per cent gate opening.

3. Suggested Criteria. Model and prototype tests prove that the 45° gate lip is hydraulically superior to other gate lip shapes. Therefore, the 45° gate lip has been recommended for high head structures. In the 1949 model tests leakage over the gate was reduced to a minimum. Correction of the Dorena Dam data for leakage results in a discharge coefficient curve that is in close agreement with the 1949 curve. The average of these two curves shown on Chart 320-1 is the suggested design curve. For small gate openings special allowances should be made by the designer for any expected excessive intake friction losses and gate leakage.

4. Values from the suggested design curve are tabulated below for the convenience of the designer.

<u>Gate Opening, Per Cent</u>	<u>Discharge Coefficient</u>
10	0.73
20	0.73
30	0.74
40	0.74
50	0.75
60	0.77
70	0.78
80	0.80



Schedule I

Part A. CANAL PROPERTY.

Parcel One.

Subject to exceptions and reservations set forth in the Deed Indenture to which this Schedule I is attached (the “**Indenture Deed**”), to the exceptions set forth on Schedule II and Schedule III and/or the 1999 Project Plans and to the covenants of Grantee as set forth in the Indenture Deed or any of the schedules attached thereto, the land and interests in land with any improvements thereon (including without limitation all generation-asset-related facilities, structures and equipment, flumes, penstocks, gates, gatehouses, spillways, retaining walls, buildings, structures and appurtenances thereto, if any) exclusive of Brookfield Reserved Property and Brookfield Reserved Rights and Easements, situated in the City of Lewiston, in Androscoggin County, Maine, more particularly bounded and described as set forth in the following Paragraphs A through D:

A. All real estate and interests in real estate, exclusive of Brookfield Reserved Property and Brookfield Reserved Rights and Easements, of Grantor in the City of Lewiston that is inside the 1999 Project Boundary and located within either of the following described area:

The area bounded on the north by the northerly sideline of the right of way for Main Street as depicted on Sheet 3 of the 1999 Project Plans, on the east by the 1999 Project Boundary on the east side of the Upper Canal as depicted on said Sheet 3, on the south by the 1999 Project Boundary on the south side of Gulley Brook as depicted on said Sheet 3, and on the south and west by the 1999 Project Boundary at the easterly shore of the Androscoggin River; excepting from the above described area that portion of Cross Canal 1, Cross Canal 3 and Gulley Brook and the adjacent land within the 1999 Project Boundary on either side of Cross Canal 1, Cross Canal 3 and Gulley Brook that is located between the Androscoggin River and the westerly face of the existing weir or dam presently located in Cross Canal 1, Cross Canal 3 and Gulley Brook immediately up-flow from the Androscoggin River.

Grantee hereby acknowledges that the nature of the interests herein conveyed varies amongst fee, easement and other rights and that Grantor makes no representations or warranties as to the nature or quality of such interests.

B. All right, title and interest of Grantor, if any, in and to those portions of railroad rights of way and public streets, roads and ways situated within the land described in Paragraph (A) above, subject to rights of the public, rights reserved to CMP in the CMP Source Deed and rights of others in such property.

C. Also, an additional parcel of land in said Lewiston which may be located fully or partially outside of the 1999 Project Boundary, being bounded on the west by land now or

formerly owned by Lewis J. Rosenthal pursuant to the deed recorded at the Androscoggin County Registry of Deeds in Book 525, Page 159, on the east by the 1999 Project Boundary which lies southwesterly of the area designated "Lower Androscoggin Station (formerly called Bates Centennial)" on Sheet 5 of the 1999 Project Plans, on the south by Lincoln Street, and on the north by the 1999 Project Boundary.

D. Without limiting the foregoing grants and subject to all the exceptions and reservations set forth the first paragraph of this Schedule I, Grantor hereby releases all of its right, title and interest in and to the following described land, rights and interests in real estate located in the City of Lewiston. The descriptions in this Paragraph D describe more specifically rights and interests located partially within the 1999 Project Boundary and described in Paragraph A above or adjacent to the 1999 Project Boundary, and are intended to be supplemental thereto.

Parcel D-1 -- Designated "Bates Upper, aka Bates Weave Shed Generating System" on the 1999 Project Plans.

A. Subject to all terms and provisions relative thereto, all right, title and interest of Grantor to certain interests and premises and related rights as follows:

All that part of the land described as "Parcel I.A" conveyed by Central Securities Corporation to Central Maine Power Company, by deed dated December 30, 1986 and recorded in the Androscoggin County Registry of Deeds, Book 2041, Page 140, which is located directly beneath the forebay, the generating station, the wheel pit and the tailrace which were formerly used in connection with the generation of electric energy in the Weave Shed, so-called, including fee interests and easement rights appurtenant to the above-described premises (exclusive of Brookfield Reserved Property and Brookfield Reserved Rights and Easements), together with the rights of access to the above-described premises over and across the parcels more particularly described in the above-referenced deed over and across mutually convenient locations. As provided in the CMP Source Deed, Grantor did not assume responsibility for, or liability with respect to, the maintenance of the building, which is located in part over the above-described land.

Meaning and intending hereby to transfer all interests and appurtenant rights (exclusive of Brookfield Reserved Property and Brookfield Reserved Rights and Easements), in the above-described premises set forth in the deed from Central Securities Corporation to Central Maine Power Company, dated December 30, 1986 and recorded in said Registry of Deeds in Book 2041, Page 140, including rights obtained by this Grantor under Indenture from Lewiston Community Enterprises, Inc., dated November 2, 1964, but subject to any obligations of Grantor and reversionary interests if any, all as contained in said Indenture as duly recorded in said Registry of Deeds in Book 927, Page 71, et seq., but only to the extent obligations of Grantor have not merged or been extinguished.

Also conveying, subject to Grantee's covenant (set forth in the Indenture Deed) not to use such property for the generation of electricity and subject also to any restrictions and requirements imposed by FERC, all right, title and interest of Grantors in and to certain generation assets-

Granted Premises
Schedule I, Page 2

related real estate and certain generation-assets-related interests in real estate, together with all appurtenant rights and privileges (exclusive of Brookfield Reserved Property and Brookfield Reserved Rights and Easements), situated in Lewiston and described as follows:

1. All hydroelectric generating equipment and related structures and accessory electrical equipment, including switchgear and electrical connections, both underground and overhead, within the generating stations and mill buildings and to Central Maine Power Company's electrical system, all located on and included in the premises conveyed by Bates Manufacturing Company to Lewiston Community Enterprises, Inc. by deed, dated November 2, 1964 and recorded in the Androscoggin County Registry of Deeds, Book 927, Page 6.
2. The right and privilege to maintain and remove, but not operate for generation purposes, the generating equipment, and related cables and electrical equipment associated with the assets described in clause 1 above.
3. The right, privilege and easement to enter upon said premises conveyed by Bates Manufacturing Company to Lewiston Community Enterprises, Inc. as aforesaid, at any and all reasonable times for the purpose of maintaining or removing (but not operating for generation purposes), said generating equipment and related structures and accessory electrical equipment, including switchgear and electrical connections, both underground and overhead, within the generating stations and mill buildings located on said premises.

Meaning and intending to convey and transfer all appurtenant rights that are not Brookfield Reserved Property or Brookfield Retained Rights and Easements, including without limitation prescriptive rights acquired by Grantor's predecessors in ownership, and the rights and interests (other than Brookfield Reserved Property and Brookfield Retained Rights and Easements) more particularly set forth in a deed from Cumberland Securities Corporation to Central Maine Power Company by deed recorded in said Registry of Deeds in Book 2041, Page 156.

Grantee by acceptance hereof hereby covenants and agrees for itself, its successors and assigns, with Grantor, its successors and assigns that, upon discontinuance of the generation of electric energy by means of the hydroelectric generators located in said Weave Shed, Grantee will reconvey the above-described land to Bates Fabrics, Inc., its successors and assigns, without further consideration and subject to acceptance of said reconveyance to the extent required as set forth in Book 927, Page 71, but only to the extent said obligation of Grantor has not been merged or extinguished.

Parcel D-2 -- Designated "Hill Mill Generating Station" on the 1999 Project Plans.

A. Subject to all terms and provisions relative thereto, all right, title and interest of Grantor to certain interests and premises and related rights, exclusive of Brookfield Reserved Property and Brookfield Reserved Rights and Easements, as follows:

All that part of the land described as "Parcel II.A" conveyed by Central Securities Corporation to Central Maine Power Company, by deed dated December 30, 1986 and recorded in the Androscoggin County Registry of Deeds, Book 2041, Page 140, which is located directly beneath the intake tunnels, the forebay, the generating station, the wheel pits and the tailrace tunnels which are used in connection with the generation of electric energy in the Hill Mill, so-called, including fee interests and easement rights, appurtenant to the above-described premises (exclusive of Brookfield Retained Property or Brookfield Retained Rights and Easements), together with the rights of access to the above-described premises over and across the parcels more particularly described in the above-referenced deed over and across mutually convenient locations.

As provided in the CMP Source Deed, Grantor did not assume responsibility for, or liability with respect to, the maintenance of the building, which is located in part over the above-described land.

Meaning and intending hereby to transfer all interests and appurtenant rights (other than Brookfield Reserved Property and Brookfield Retained Rights and Easements), in the above-described premises set forth in the deed from Central Securities Corporation to Central Maine Power Company dated December 30, 1986 and recorded in said Registry of Deeds in Book 2041, Page 140, including rights obtained by this Grantor under Indenture from Lewiston Community Enterprises, Inc. dated November 2, 1964, but subject to any obligations of Grantor and reversionary interests if any, all as contained in said Indenture as duly recorded in said Registry of Deeds in Book 927, Page 71, et seq., but only to the extent obligations of Grantor have not merged or been extinguished.

Also conveying, subject to Grantee's covenant (set forth in the Indenture Deed) not to use such property for the generation of electricity and subject also to any restrictions and requirements imposed by FERC, all right, title and interest of Grantor in and to certain generation asset-related real estate and certain generation-asset-related interests in real estate, together with all appurtenant rights and privileges (exclusive of Brookfield Reserved Property and Brookfield Retained Rights and Easements), situated in Lewiston and described as follows:

1. All hydroelectric generating equipment and related structures and accessory electrical equipment, including switchgear and electrical connections, both underground and overhead, within the generating stations and mill buildings and the related electrical systems owned by Grantor, all located on and included in the premises conveyed by Bates Manufacturing Company to Lewiston Community Enterprises, Inc. by deed dated November 2, 1964 and recorded in the Androscoggin County Registry of Deeds, Book 927, Page 6.
2. The right and privilege to maintain and remove, but not operate for generation purposes, generating equipment and related cables and electrical equipment necessary to connect the electric generating stations to CMP's electrical system.
3. The right, privilege and easement to enter upon said premises conveyed by Bates Manufacturing Company to Lewiston Community Enterprises, Inc. as aforesaid,

at any and all reasonable times for the purpose of maintaining or removing (but not operating for generation purposes) said generating equipment and related structures and accessory electrical equipment, including switchgear and electrical connections, both underground and overhead, within the generating stations and mill buildings located on said premises.

Meaning and intending to convey and transfer all appurtenant rights (other than Brookfield Retained Property or Brookfield Retained Rights and Easements), including without limitation prescriptive rights acquired by Grantor's predecessors in ownership and the rights and interests (other than Brookfield Reserved Property and Brookfield Retained Rights and Easements) more particularly set forth in a deed from Cumberland Securities Corporation to Central Maine Power Company by deed recorded in said Registry of Deeds in Book 2041, Page 156.

Grantee by acceptance hereof hereby covenants and agrees for itself, its successors and assigns, with Grantor, its successors and assigns that, upon discontinuance of the generation of electric energy by means of the hydroelectric generators located in said Hill Mill, it will reconvey the above-described land to Roy-Hill Corporation, its successors and assigns, without further consideration, and subject to acceptance of said reconveyance to the extent required as set forth in Book 927, Page 71, but only to the extent said obligation of Grantor has not been merged or extinguished.

Parcel D-3 -- Continental Mill.

Subject to all terms and provisions relative thereto, all Grantor's right, title and interest in certain real estate and certain interests in real estate together with all appurtenant rights and privileges related thereto (exclusive of Brookfield Reserved Property and Brookfield Reserved Rights and Easements) as described in the deed from The Continental Corporation to Central Maine Power Company dated February 1, 1963 and recorded in the Androscoggin County Registry of Deeds in Book 888, Page 112.

Excepting and reserving from the above-described premises the lot known as Parcel "B" described in Paragraph No. 1 in the above-referenced deed on recorded Page 115 and any references to Parcel B set forth in said deed and the non-generation-asset-related equipment and facilities described in Paragraph No. 4 in the above-referenced deed on recorded Page 117, all as reserved by CMP in the Source Deed.

Grantee by acceptance hereof hereby covenants and agrees for itself, its successors and assigns, with Grantor, its successors and assigns that, upon discontinuance of the generation of electric energy by means of the hydroelectric generators located in said Continental Mill, it will reconvey the above-described land to the Continental Corporation, its successors and assigns, without further consideration and subject to acceptance of said reconveyance to the extent said obligation has not been merged or extinguished.

Parcel D-4 -- Lower Androscoggin.

Lot 1: Subject to all terms and provisions relative thereto, all Grantor's right, title and interest in certain real estate and certain interests in real estate together with all appurtenant rights and privileges related thereto (exclusive of Brookfield Reserved Property and Brookfield Reserved Rights and Easements) described as the "Androscoggin Weir" parcel conveyed by the Franklin Company to Union Water-Power Company by deed dated December 5, 1878 and recorded in the Androscoggin County Registry of Deeds in Book 95, Page 411.

Subject to the rights and easements set forth in the deed from Union Water-Power Company to City of Lewiston dated April 10, 1991 and recorded in Androscoggin County Registry of Deeds in Book 2670, Page 30.

Lot 2: Also conveying all right, title and interest of Grantor in and to certain real estate and certain interests in real estate, together with all appurtenant rights and privileges (exclusive of Brookfield Reserved Property and Brookfield Reserved Rights and Easements) situated in Lewiston and being described as all land lying northwesterly of Lot 1, herein and southeasterly of the following described line:

Beginning at a point in the westerly line of the right of way of the Maine Central Railroad Company at the easterly corner of land of Miller Industries, Inc., formerly owned by Lewis J. Rosenthal as described in Book 525, Page 159; thence southwesterly along the southeasterly line of said land of Miller Industries, Inc., formerly owned by Rosenthal, to the point where said southeasterly line intersects a line parallel with and eighteen (18) feet southeasterly of the southeasterly wall of the Picker House, so-called; thence southwesterly parallel with and eighteen (18) feet southeasterly from the southeasterly wall of said Picker House to a point opposite the southerly corner of said Picker House and eighteen (18) feet distant therefrom; thence northwesterly at right angles to said last described line to a point in the projection of a line which is parallel with and fifteen (15) feet southeasterly from the southeasterly main wall of Mill No. 2; thence southwesterly parallel with and fifteen (15) feet southeasterly from said southeasterly wall of Mill No. 2, for a distance of 92 feet, more or less, to a point which is 5.00 feet northeasterly of the northeasterly wall of the Boiler House, so-called; thence, southeasterly parallel with and 5.00 feet northeasterly from said northeasterly wall of the Boiler House for a distance of 20 feet, more or less to a point in the projection of a line which is the northeasterly extension of the centerline of the interior wall separating the Boiler House from the Lower Androscoggin Station or Powerhouse, formerly known as Bates Centennial Station; thence southwesterly by said northeasterly extension of the centerline of the interior wall, and continuing along said centerline of the interior wall and its southwesterly extension to Lincoln Street, formerly known as the Old Lisbon Road.

Being a portion of the premises excepted and reserved in the deed from Androscoggin Mills to Lewis J. Rosenthal dated July 29, 1941 and recorded in said Registry of Deeds in Book 525, Page 159.

Also being a portion of the premises included in the deed from Central Securities Corporation to Central Maine Power Company dated December 30, 1986 and recorded in the Androscoggin County Registry of Deeds in Book 2041, Page 140.

Together with Grantor's right, title and interest in and to the following described right-of-way as set forth in Indenture between Union Water Power Company and W. S. Libbey, dated November 27, 1946 and recorded in said Registry of Deeds in Book 592, Page 255, and in accordance with the terms and conditions relative thereto, to wit:

“... the privilege in common with this Grantor and in common with such others as this Grantor has heretofore or may hereafter grant a similar privilege, of passage and conveyance of material and equipment between the Old Lisbon Road and the Androscoggin Pond as now enjoyed, being over a location the center line of which is about ten feet northerly from and parallel with the northerly wall, extended easterly, of the Cumberland Mill Building, as it now stands, on the parcel of land conveyed by said Indenture; provided that said right shall not be used in such manner as unnecessarily to interfere with passage over the same location by others entitled thereto; reserving however to this Grantor, its successors and assigns, the privilege of passage and conveyance of material and equipment over and across so much of the land hereby conveyed as is not now or may not hereafter be obstructed by the erection of buildings.”

Together with the right and easement, in common with Grantor and others, and their successors and assigns, to use the existing parking area on retained land of Grantor located northeasterly of Lincoln Street and southwesterly of Lower Androscoggin Station for the purpose of parking vehicles and to maintain the Lower Androscoggin Station and appurtenant facilities.

Said Lot 2 is subject to the right of Miller Industries, Inc., its successors and assigns for access and to park vehicles on the land which lies southwesterly of Lower Androscoggin Station and northeasterly of Lincoln Street.

Also granting the right, to the extent of Grantor's right, to attach the existing generator lead from Androscoggin Lower Station to CMP's Circuit 424D6 substantially as now located.

Parcel D-5 -- Bates Lower.

Subject to all terms and provisions relative thereto, all right, title and interest of Grantors to certain interests and premises and related rights (exclusive of Brookfield Reserved Property and Brookfield Reserved Rights and Easements) as follows:

All that part of the land described as "Parcel I.C" conveyed by Central Securities Corporation to Central Maine Power Company, by deed dated December 30, 1986 and recorded in the Androscoggin County Registry of Deeds, Book 2041, Page 140, including fee interests and easement rights appurtenant to the above-described premises (exclusive of Brookfield Reserved Property and Brookfield Retained Rights and Easements), together with the rights of access to the above described premises over and across the

parcels more particularly described in the above referenced deed over and across mutually convenient locations.

Meaning and intending hereby to transfer all interests and appurtenant rights (other than Brookfield Reserved Property and Brookfield Retained Rights and Easements) in the above-described premises set forth in the deed from Central Securities Corporation to Central Maine Power Company dated December 30, 1986 and recorded in said Registry of Deeds in Book 2041, Page 140, including rights obtained by Grantor's predecessors in interest under Indenture from Lewiston Community Enterprises, Inc. dated November 2, 1964, but subject to any obligations of Grantor contained in said Indenture as duly recorded in said Registry of Deeds in Book 927, Page 71, et seq. which obligations Grantor by acceptance hereof hereby covenants and agrees for itself and its successors and assigns with Grantor, its successors and assigns, to assume, be bound by, observe and perform but only to the extent obligations of Grantor have not merged or been extinguished.

Also conveying, subject to Grantee's covenant (hereinafter set forth) not to use such property for the generation of electricity and subject also to any restrictions and requirements imposed by FERC, all right, title and interest of Grantor in and to certain generation asset-related real estate and certain generation-asset-related interests in real estate, together with all appurtenant rights and privileges (exclusive of Brookfield Reserved Property and Brookfield Reserved Rights and Easements), situated in Lewiston and described as follows:

1. All hydroelectric generating equipment and related structures and accessory electrical equipment, including switchgear and electrical connections, both underground and overhead, within the generating stations and mill buildings and to Central Maine Power Company's electrical system, all located on and included in the premises conveyed by Bates Manufacturing Company to Lewiston Community Enterprises, Inc. by deed dated November 2, 1964 and recorded in the Androscoggin County Registry of Deeds, Book 927, Page 6.
2. The right and privilege to operate, maintain, replace and remove, but not operate for generation purposes, the generating equipment, and related cables and electrical equipment necessary to connect the electric generating stations to CMP's electrical system.
3. The right, privilege and easement to enter upon said premises conveyed by Bates Manufacturing Company to Lewiston Community Enterprises, Inc. as aforesaid, at any and all reasonable times for the purpose of operating (but not operating for generation purposes), maintaining, replacing or removing said generating equipment and related structures and accessory electrical equipment, including switchgear and electrical connections, both underground and overhead, within the generating stations and mill buildings located on said premises.

Meaning and intending to convey and transfer all appurtenant rights including without limitation prescriptive rights (other than Brookfield Reserved Property and Brookfield Reserved Rights and Easements), acquired by Grantor and the rights and interests more particularly set forth in a deed

from Cumberland Securities Corporation to Central Maine Power Company by deed recorded in said Registry of Deeds in Book 2041, Page 156.

Parcel Two. Hill Mill Control House Easement.

The personal property that constitutes the Hill Mill Generator Lead (as hereinafter defined). For the purposes of the Deed Indenture, the term "Hill Mill Generator Lead" means the generator lead running from the Hill Mill Generating Station to the Hill Mill Control House (as each such structure is shown on Sheet 4 of the 1999 Project Plans (hereinafter, the "Hill Mill Generating Station" and the "Hill Mill Control House," respectively) and to breaker KTIL, including without limitation cables, wires, lines, circuit breakers, switch gears, communications equipment, support structures, poles, towers, pipes, ducts, ductbanks, conduits, manholes, handholes, riser poles, anchors, guys, braces, fittings, crossarms, and foundations, equipment and appurtenances related thereto (including ally of the aforementioned items which are related to the Hill Mill Generator Lead and located in CMP's underground cable way running northerly from the Hill Mill Control House in the Tunnel Dugout to the Tardis (as said Tardis is shown on Sheet 4 of the 1999 Project Plans (hereinafter, the "Tunnel Dugout" and the "Tardis," respectively))).

Together with the perpetual, non-exclusive right and easement, to the extent of Grantor's rights and in common with CMP, its successors and assigns, for access to the Hill Mill Generator Lead, including access to and use of the Hill Mill Control House, the Tunnel Dugout, and the Tardis, to erect, bury, construct, maintain, repair, rebuild, respace, replace, operate (but not for electrical generation), patrol and remove the Hill Mill Generator Lead generally in its existing location with suitable and sufficient pipes, ductbanks and conduits, together with sufficient other equipment and appurtenances, for the delivery of energy, communications and control signals to and from the Granted Premises, all in accordance with applicable transmission and interconnection agreements with CMP and with the benefit of any obligations that CMP may have to maintain the Hill Mill Control House, the Tunnel Dugout, and the Tardis in good repair and condition.

The rights granted herein include such right, if any, as Grantor may have to restrict the construction of structures and improvements which, in the judgment of Grantee, may interfere with the proper operation (other than for electrical generation purposes) or maintenance of the Hill Mill Generator Lead and the right to enter upon the rights of CMP, if any, for any and all of the foregoing purposes. The foregoing rights are subject to all rights of CMP to maintain, repair and replace CMP's structures and improvements.

Grantee, by acceptance hereof, hereby agrees that the exercise of its rights under this Parcel Four is subject to the rights and interests reserved to CMP in the CMP Source Deed.

Grantor hereby assigns to Grantee and Grantee by acceptance hereof hereby accepts and assumes the rights and obligations of Grantor under the CMP Source Deed with respect to access to the Hill Mill Control House and Tardis.

Part B. COWAN POND PROPERTY

All of Grantor's right, title and interest in that certain parcel of land described as "Cowan Pond" in Detail "A" on Sheet 3 of the 1999 Project Plans, together with all rights and easements (exclusive of Brookfield Reserved Property and Brookfield Reserved Rights and Easements) appurtenant thereto.

EXCEPTING AND RESERVING from the Granted Premises, however, to Grantor, CMP, Union Water Power Company, and their respective successors and assigns, all interest in the streets or ways in the City of Lewiston known as Mill Street.

* * * *

This conveyance of the Granted Premises as described in this Schedule I, including but not limited to easements, licenses, leasehold rights and other rights and interests is made subject to all of the terms, reservations, exceptions, covenants and conditions contained in the respective deeds, indentures or leases by which Grantor's right, title or interest in the Granted Premises were created and through which Grantor derives rights in the Granted Premises that are intended hereby to be conveyed. Grantee, by the acceptance hereof hereby covenants and agrees, for itself and its successors and assigns, with Grantor, its successors and assigns forever to keep and observe all such terms, reservations, exceptions, covenants and conditions forever to the extent they have not been merged or extinguished and to hold Grantor, its successors and assigns harmless from loss, cost or damage arising from failure to comply therewith or to perform any of the duties and obligations imposed upon the grantee named therein and/or upon Grantor as successor to said grantee by the terms of said Indentures or any of them. For the absence of doubt, Grantee acknowledges that the aforesaid obligations to be kept and observed by Grantee include any obligation to maintain the Canal Structures and other facilities that contain and control the flow of water in the canals hereby conveyed and that the retention of Brookfield Reserved Property and Brookfield Reserved Rights and Easements shall not be construed to obligate Grantor to with respect to any such obligations or to contribute to Grantee's costs of performing such obligations.

[Note: Before finalization of the execution version of this Deed Indenture, and subject to the provisions of the Section 10(c) of the Donation Agreement to which this is an Exhibit, Brookfield shall have the right to revise the foregoing description as are necessary or desirable to enable Brookfield to comply with the terms and conditions of any Final Approval or to operate the Monty Facility in accordance with the FERC license in light of the terms and conditions of any such Final Approval.]

SCHEDULE 1(d)

FPLE Retained Personal Property
(2 pages)

GENERAL

ALL STATION BOOKS & RECORDS, INCLUDING THOSE RELATED TO FERC, SPILL PREVENTION AND CONTROL, SYSTEM DIAGRAMS, METER READINGS, LOGS, PRINTS AND DRAWINGS

THE FOLLOWING TOOLS:

BATES UPPER

OIL SPILL KITS
30 GAL DRUM WASTE NON CHLORINATED SOLVENT
SOLVENT RAGS & PADS
5 GAL HEAVY MED OIL
2 GAL PAINT
5 SPRAY CANS PAINT
OIL SAMPLES
14' LADDER STRAIGHT
FIRE EXTINGUISHER
NITROGEN BOTTLE
FILE CABINET
BREAKER HOIST
LADDERS at site in addition to 14' Straight ladder
SYNC SCOPES

CONTINENTAL MILL

BATTERY FRAME WORK
STOCK , BRUSHES , CONTACTS ECT.
ABSORBENT PADS
2 DRUMS GPS 30 GAL 1 NEW 1 WASTE
1 30 GAL DRUM SOLVENT RAGS, NOT FULL
MOBIL GREASE 5 GAL PAIL
MOBIL HEAVY MED OIL 5 GAL PAIL
KENT FLOOR BUFFER
1.5 GAL P F DEGREASER IN SPRAYER
4 GAL PAINT UNIT CPLORS
1 SET OF WORK LIGHTS , GREEN STAND
BATTERY CHARGER
FILEING CABINET
OIL SPILL KIT
FIRE EXTINGUISHER
BELT LACER
LADDERS
SYNC SCOPES

ANDROSCOGGIN LOWER

MOBIL HEAVY MED OIL 5 GAL PAIL
1.5 GAL WASTE OIL
4 GAL PAINT UNIT COLORS

(ANDROSCOGGIN LOWER, CONTINUED):

NUTS BOLTS WASHERS ASST SIZES
ABSORBENT PADS
FILE CABINET
SMALL WET VAC
SYNC SCOPES
OIL SPILL KIT
FIRE EXTINGUISHER
LADDERS

HILL MILL

BOAT BARRIERS
HIGH HATS
STOCK
20 FILE CABINETS
BOATS
GENERATOR
STEAMER
NEW PRESSURE WASHER
ABSORBENT PADS AND BOOMS
SALVAGE DRUMS , 20 GAL , 30 GAL , 55 GAL
55 GAL BARREL WASTE OIL
55 GAL BARREL 629 SYNTHETIC LUBRICANT
55 GAL BARREL HEAVY MED OIL MOBILE
5 GAL PAIL HEAVY MED
14 GALS PAINT UNIT COLORS ASST OTHER
3 -5 GAL PAILS PAINT ASST COLORS
TRUCK TIRES
OIL SPILL KIT
STAGING
FIRE EXTINGUISHER
6 BASLER RELAYS
LADDERS
SYNC SCOPES

5 Ton Hoist

BATES LOWER

32' EXT LADDER
STEAMER HOSES
HAND RAKE HEADS
4 GAL DTE HEAVY MED OIL
2 GAS CANS
ASST 30 GAL DRUMS SALVAGE TYPE
TOOLS
SPREADER BEAM LIFTING DEVISE
SYNC SCOPES
OVER HEAD HOIST

RED SHOP

8 X 8 TIMBERS
3 WALL CABINETS
ASSORTED LUMBER
TOOLS

Schedule 6

Exceptions to Representations and Warranties.

None

Schedule II

Brookfield Reserved Property

NONE

None

[Note: Before finalization of the execution version of this Deed Indenture, and subject to the provisions of the Section 10(c) of the Donation Agreement to which this is an Exhibit, Brookfield shall have the right to revise the foregoing description as are necessary or desirable to enable Brookfield to comply with the terms and conditions of any Final Approval or to operate the Monty Facility in accordance with the FERC license in light of the terms and conditions of any such Final Approval.]

Schedule III

Brookfield Reserved Rights and Easements

1. Water, Water Rights, Mill Privileges and Flowage Rights

All right, title and interest, if any, in and to water, water rights, mill privileges and flowage rights, whether acquired by prescription or otherwise, in, on, over, appurtenant to or otherwise associated with the lands and interests herein conveyed, including without limitation (1) such flowage rights as have been acquired by Grantor or its predecessors in title by virtue of current and/or historic flowage, including but not limited to all right to flow the land retained by CMP in the CMP Source Deed; (2) all right, title and interest in and to the flowage described in deed of Franklin Company to Union Water Power Company, dated December 5, 1878 and recorded in the Androscoggin Registry of Deeds in Book 95, Page 411, as follows: the "right of flowage above or below said Dams, caused by the same in and upon said Great Androscoggin River, which [Franklin Company] now possesses in whatever manner the same may have been acquired, whether by grant, prescription, or otherwise;" and (3) all of the water, water rights and mill privileges described in the following Paragraphs A, B and C:

A. Bates Upper, aka Bates Weave Shed Generating System

All property in and rights, benefits and privileges under certain grants of water and water rights as appurtenant to the land described as "Parcel I.A" conveyed by Central Securities Corporation to Central Maine Power Company, by deed dated December 30, 1986 and recorded in the Androscoggin County Registry of Deeds, Book 2041, Page 140, which is located directly beneath the forebay, the generating station, the wheel pit and the tailrace which are used in connection with the generation of electric energy in the Weave Shed, so-called, and growing out of said grants by virtue of the following indentures and agreements expressly assigning its interest as assignee therein, including without limitation to wit:

1. Between Lewiston Water Power Company and Bates Manufacturing Company dated November 5, 1856, and recorded in Androscoggin County Registry of Deeds, Book 6, Page 167.
2. Between Union Water Power Company and Bates Manufacturing Company, dated June 27, 1883, and recorded in said Registry of Deeds, Book 133, Page 40.
3. Between Union Water Power Company and Bates Manufacturing Company, dated October 14, 1924, and recorded in said Registry of Deeds, Book 344, Page 408.

B. Hill Mill Generating Station

All property in and rights, benefits and privileges under certain grants of water and water rights as appurtenant to the land described as "Parcel II.A" conveyed by Central Securities Corporation to Central Maine Power Company, by deed dated December 30, 1986 and recorded in the

Androscoggin County Registry of Deeds, Book 2041, Page 140, which is located directly beneath the intake tunnels, the forebay, the generating station, the wheel pits and the tailrace tunnels which are used in connection with the generation of electric energy in the Hill Mill, so-called, growing out of said grants by virtue of the following indentures and agreements expressly assigning its interest as assignee therein, including without limitation, to wit:

1. Between Lewiston Water Power Company and Hill Mill Manufacturing Company, dated November 6, 1856, recorded in said Registry of Deeds in Book 6, Page 175.
2. Between Franklin Company and Hill Manufacturing Company, dated December 30, 1865, recorded in said Registry of Deeds in Book 41, Page 545.
3. Between Union Water Power Company and Hill Manufacturing Company, dated June 27, 1883, recorded in said Registry of Deeds in Book 111, Page 580.
4. Between Union Water Power Company and Hill Manufacturing Company, dated October 14, 1924, recorded in said Registry of Deeds in Book 344, Page 438.

C. Bates Lower

Property in and rights, benefits and privileges under certain grants of water and water rights as appurtenant to the land described as "Parcel I.C" in deed of Central Securities Corporation to Central Maine Power Company, dated December 30, 1986 and recorded in the Androscoggin County Registry of Deeds, Book 2041, Page 140, and growing out of said grants by virtue of the following indentures and agreements expressly assigning its interest as assignee therein, including without limitation to wit:

1. Between Franklin Company and Lewiston Bagging Company dated April 13, 1863, and recorded in Androscoggin County Registry of Deeds in Book 31, Page 310, and assigned to Bates Manufacturing Company under deed from Orlando H. Alford dated April 30, 1903, and recorded in said Registry of Deeds in Book 198, Page 67.
2. Between Franklin Company and Lewiston Mills, dated January 1, 1865, and recorded in said Registry of Deeds in Book 36, Page 421, and assigned to Bates Manufacturing Company by deed from Orlando H. Alford, dated April 30, 1903, and recorded in said Registry of Deeds in Book 198, Page 67.
3. Between Union Water Power Company and Lewiston Mills dated June 27, 1883, and recorded in said Registry of Deeds in Book 133, Page 52, and assigned to Bates Manufacturing Company by deed from Orlando H. Alford dated April 30, 1903, and recorded in said Registry of Deeds in Book 198, Page 67.
4. Between Union Water Power Company and Bates Manufacturing Company, dated May 1, 1903, and recorded in said Registry of Deeds in Book 199, Page 66.

5. Between Union Water Power Company and Bates Manufacturing Company, dated October 14, 1924, and recorded in said Registry of Deeds in Book 344, Page 397.

2. Other Rights

The right (i) to install, maintain, repair, and replace devices on property included in the Granted Premises (including but not limited to the Water Level Transducer and the PLC Cabinet as more fully described in the Water Release Indenture) for the purpose of monitoring the delivery of water to Grantee pursuant to the water release rights granted in the Water Release Indenture and, in the case of the Upper Bates Weir, controlling the flow of water into the Lower Canal; and (ii) at reasonable times, to enter on said property of Grantee to ensure that water furnished to Grantee under the Water Release Indenture complies with the requirements thereof, to install, maintain, repair, and replace any such monitoring and control equipment, or for any other purpose connected with the operation of the Monty Hydro Project, the provision of water under the Water Release Indenture or enforcing Grantor's rights hereunder or thereunder. Before any entry under this Section, Grantor shall provide Grantee with proof of liability insurance reasonably satisfactory to Grantee. Grantor shall indemnify, defend and hold Grantee harmless from any and all claims or liabilities arising out of or relating to any entry, including costs of enforcement of this Indenture and reasonable attorneys' fees.

[Note: Before finalization of the execution version of this Deed Indenture, and subject to the provisions of the Section 10(c) of the Donation Agreement to which this is an Exhibit, Brookfield shall have the right to revise the foregoing description as are necessary or desirable to enable Brookfield to comply with the terms and conditions of any Final Approval or to operate the Monty Facility in accordance with the FERC license in light of the terms and conditions of any such Final Approval.]

LEWISTON CITY COUNCIL
MEETING OF NOVEMBER 18, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 1

SUBJECT:

Authorization to accept transfer of forfeiture funds.

INFORMATION:

The Lewiston Police Department is requesting that the City Council authorize the acceptance of funds, in the amounts outlined below, as reimbursement for costs associated with assisting in a criminal investigation. The funds are available to the Lewiston Police Department due to its substantial contribution to the investigation of this or a related criminal case.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

ERAB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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That pursuant to Title 15, Maine Revised Statutes Annotated, Section 5824(3) and Section 5822(4)(A), the City Council hereby acknowledges and approves of the transfer of \$53,500.00, or any portion thereof, in the case of the State of Maine vs. Akylle Murchison, CR-14-761 Court Records, being funds forfeited pursuant to the court process. It is further acknowledged that these funds shall be credited to the 'City of Lewiston Drug Enforcement Program' account.

STATE OF MAINE
Androscoggin, ss

SUPERIOR COURT
Criminal Action
Docket No. CR-14-761

State of Maine	}	
	}	
v.	}	Municipality of Lewiston
	}	Approval of Transfer
Akylle Murchison	}	15 M.R.S.A. §5824(3) & §5822(4)(A)
Defendant;	}	
	}	
And	}	
	}	
\$53,500.00 U.S. Currency	}	
Defendant(s) In Rem	}	

NOW COMES the municipality of Lewiston, Maine, by and through its municipal officers, and does hereby grant approval pursuant to 15 M.R.S.A. § 5824(3) & §5826(6) to the transfer of the above captioned Defendant(s) in Rem (\$40,125.00 U.S. Currency), or any portion thereof, on the grounds that the Lewiston Police Department did make a substantial contribution to the investigation of this or a related criminal case.

WHEREFORE, the municipality of Lewiston, Maine does hereby approve of the transfer of the Defendant(s) In Rem, or any portion thereof, pursuant to 15 M.R.S.A. § 5824(3) & §5826(6) by vote of the Lewiston municipal legislative body on or about

Dated: _____

Municipal Officer
Lewiston, Maine
(Impress municipal legislative body seal here)

LEWISTON CITY COUNCIL

MEETING OF NOVEMBER 18, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 2

SUBJECT:

Amendment to the Traffic Schedule to designate two handicapped parking spaces on Main Street.

INFORMATION:

The former St. Joseph's School on Main Street is being converted to residential housing unit for veterans. The developer is requesting to have two parking spaces near the facility be designated as handicapped parking spaces. Passage of this item would formalize the designation of these two parking spaces as such and passage is recommended. The Police Department supports this request.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/Kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To approve an amendment to the Traffic Schedule for Main Street to designate two handicapped parking spaces as outlined on the attached vote sheet.



POLICE DEPARTMENT

Sgt. David K. Chick
Inspector of Police



DATE: October 20, 2014
TO: Traffic Schedule Review Panel
FROM: Sgt. David Chick, Inspector of Police
Subject: Traffic Schedule Amendment – Chapter 70 Section 176
Parking Reserved – Handicapped

Per request, received from Veterans Inc. relating to the redevelopment of 393 Main St (formerly St. Joseph's School) being converted into residential dwelling units for military veterans.

Accordingly the following amendment to the Traffic Schedule is forwarded for review to be offered to the Council for consideration.

**Section 35 – Parking Reserved
Handicapped**

MAIN STREET **Odd numbered side easterly side beginning at a point 75' southerly of the southeast corner of Main St & Elm St and extending southerly on Main St a distance of 49' (2 spaces within the indented curb/sidewalk)**

NOTE: (Additions are double underlined; deletions are ~~struck out in red~~).

If this amendment is approved, this would require Public Works department to erect sign(s) and marking(s) to communicate these reserved designations as described.

David Chick
Inspector of Police

cc: Michael Bussiere
Ed Barrett – City Hall; Phil Nadeau – City Hall; Lincoln Jeffers – City Hall;
Kathy Montejo – City Clerk; Megan Bates – Public Works; George Merrill – Fire



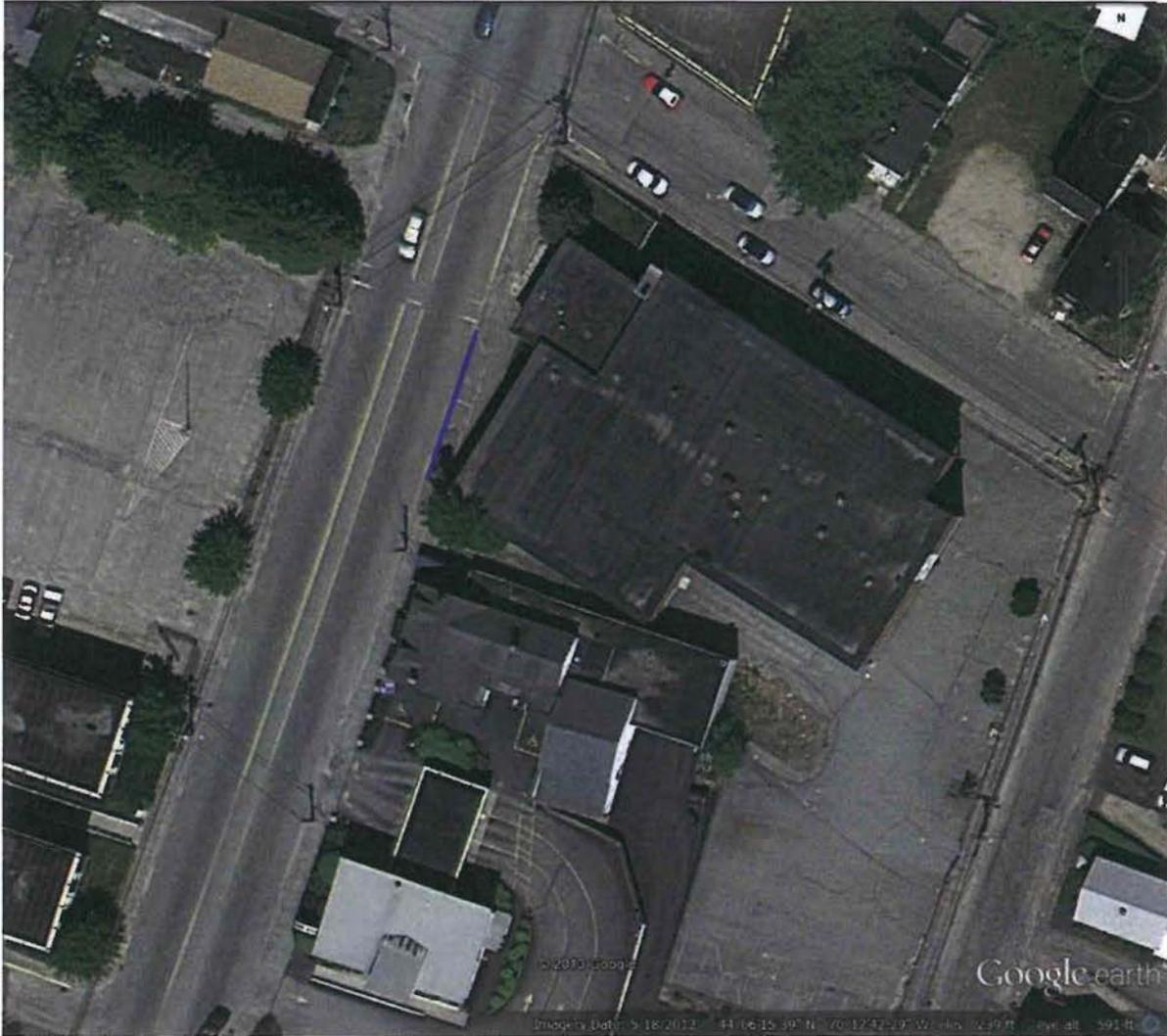
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www.lewistonpd.org





POLICE DEPARTMENT

Sgt. David K. Chick
Inspector of Police



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LEWISTON CITY COUNCIL

MEETING OF NOVEMBER 18, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 3

SUBJECT:

Amendment to the Traffic Schedule regarding parking prohibited on a portion of Tall Pines Drive.

INFORMATION:

This request is submitted by the Public Works Department and is supported by Police Department. This amendment is requested to protect the crosswalk and nearby sidewalk from traffic congestion in the area of the new Greenway bike and walking path around Tall Pines Drive and Strawberry Avenue.

Please see the attached memorandum and map for additional information. Passage is recommended.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.



REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To approve the proposed amendments to the Traffic Schedule for a portion of Tall Pines Drive, as outlined on the attached vote sheet.



POLICE DEPARTMENT

Sgt. David K. Chick
Inspector of Police



DATE: October 10, 2014
TO: Traffic Schedule Review
FROM: Sgt. David Chick, Inspector of Police
Subject: Tall Pines Drive (Greenway Trail Head)

**Traffic Schedule Amendment – Chapter 70 Section 140
Parking Prohibited – All Times – Intersections / Specified Places (Section 50)**

In conjunction with the creation of a bicycle/walking “Greenway” path, this request is submitted to protect the crosswalk and nearby sidewalk from traffic congestion...

NOTE: (Additions are double underlined; deletions are ~~struck-out~~).

Section 50 – Parking Prohibited – All Times – Specified Places

TALL PINES DRIVE **Beginning at a point 586’ westerly from the southwest corner of Tall Pines Dr. and Strawberry Ave. and extending northwesterly on Tall Pines Dr. for a distance of 35’ (crosswalk and sidewalk adjacent entrances).**

If this amendment is approved, this would require Public Works department to install sign(s) and marking(s) pertaining to the intended designations.

Sgt. David Chick, Inspector of Police

**cc: Michael Bussiere
Ed Barrett – City Hall; Phil Nadeau – City Hall; Lincoln Jeffers – City Hall;
Kathy Montejo – City Clerk; Steve Murch – Public Works; Paul Ouellette – Fire**

In addition to this: a sign shall be erected near the trail opening to communicate direction of the public to a specified parking area on Tall Pines Dr. which does not infringe upon the private parking of River Valley tenants and place trail users at risk of being towed. A roughly 375’ section of Tall Pines Drive shall have **signs erected specifically identifying these (18) spaces being made available for public vehicle parking of the trail users** (though not exclusive).



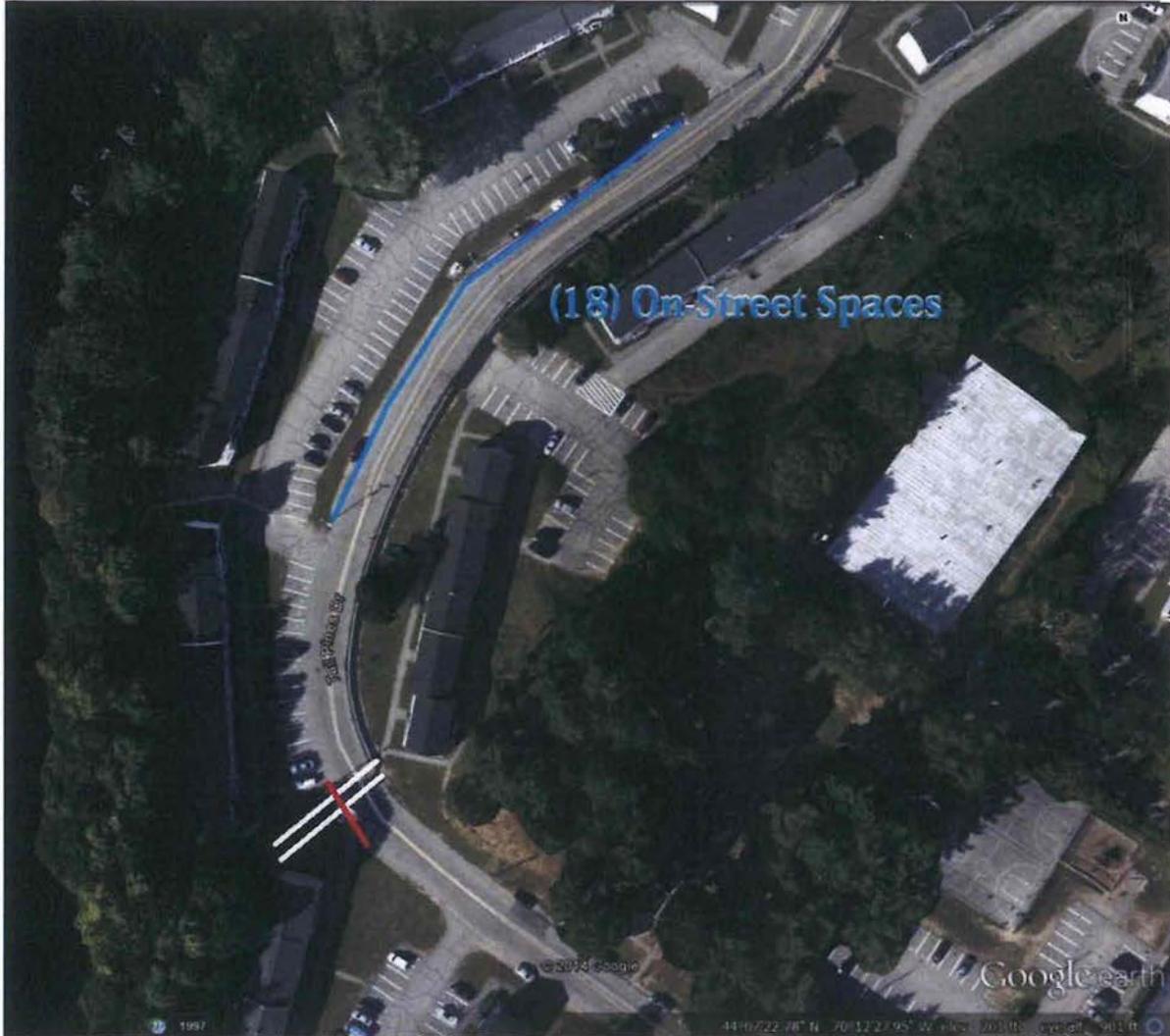
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POLICE DEPARTMENT

Sgt. David K. Chick
Inspector of Police



This area being made available where vehicles associated with visitors using the trail will be directed to park is defined by measuring beginning at a point roughly 810' traveling westerly from the southwest corner of Tall Pines Dr. and Strawberry Ave. and then extending northerly for a distance of approximately 375'; enough space for (18) vehicle parallel parking spaces. **Signs will be posted to identify this encouraged use.** On-street parking is available to the public use anywhere there is not a posted prohibition. The (16) perpendicular spaces between the trail and these signed spaces are posted being exclusive to River Valley tenants by permit only.



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LEWISTON CITY COUNCIL

MEETING OF NOVEMBER 18, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 4

SUBJECT:

Public Hearing and First Passage regarding amendments to the Election ordinance regarding the citizen initiative and referendum process.

INFORMATION:

This proposed amendment is pertaining to the citizen initiative and referendum process. Under the current ordinance, if a group of citizens would like to initiate a formal petition on a topic, they first must submit a petition application stating the name and purpose of the petition. This petition must be signed by 10 registered voters of Lewiston. At present, there is no time table for when this application must be signed by 10 voters. In the past, we have had 1 or 2 people come in to start a petition effort and sign the application. Then no other voters come in to sign it. The application is still open and pending, but the original signers have seemed to have lost interest in their original effort. In order to allow for some completion period, staff is recommending a 10 working day period when the 10 voters must come in to sign the application to initiate the petition process. This will allow enough time for interested voters to support the effort while not allowing the process to remain in an unending cycle. Usually a item for a petition issue is of strong interest to a group of people and having 10 people sign it is usually accomplished within 1-2 days. Adding this time frame of 10 working days will eliminate efforts that do not have the support of at least 10 voters.

Staff is supportive of the recommended changes and passage is requested.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAIB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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That the proposed amendment to the City Code of Ordinances, Chapter 32 "Elections", Article II "Initiative and Referendum", Section 32-27 "How to invoke", receive first passage by a roll call vote and that the public hearing on said ordinance be continued to the next regularly scheduled City Council meeting for final passage.

AN ORDINANCE PERTAINING TO ELECTIONS

THE CITY OF LEWISTON HEREBY ORDAINS:

Chapter 32 of the Code of Ordinances of the City of Lewiston, Maine is hereby amended as follows:

CHAPTER 32

ELECTIONS

ARTICLE II. INITIATIVE AND REFERENDUM

Sec. 32-27. How to invoke.

The submission to the vote of the people of any proposed or enacted ordinance, order or resolve, or question, may be accomplished by the presentation of a petition therefor to the council in the manner provided in this article. Any ten qualified voters of the city may originate a petition putting in operation the initiative or the referendum by signing a petition application at the office of the city clerk. The petition application shall be available to accept signatures for 10 working days. Whenever requested by ten such voters, the clerk shall prepare the proper petition with a copy of the ordinance, order or resolve to be submitted attached thereto, and upon its being signed by the ten voters, the clerk shall issue the petition forms to the ten voters and upon the request of any registered voter within the city, who shall for 60 days thereafter collect signatures of qualified voters of the city. Any signatures collected outside of the 60-day period shall be deemed invalid. Prior to the close of business on the 60th day, or in the event said day is a nonbusiness day, the immediate next business day, the petition forms shall be submitted to the city clerk, the city clerk shall declare the petition closed, shall verify the signatures on the petition within ten business days, and shall at the first regular meeting of the council thereafter present the petition with verification of the number of valid signatures thereto attached to the council. If the number of valid signatures to such petition shall amount to seven percent of the number of votes cast in the City of Lewiston at the last gubernatorial election or greater, the council shall order that the question proposed in the petition be submitted to the voters of the city at the next available, scheduled election following.

Provided, that in the case of the referendum, the entire repeal of the ordinance, order or resolve sought to be referred, and in the case of the initiative, the passage by the council of the desired ordinance, order or resolve, shall put an end to all proceedings under the petition.

Note: Additions are underlined; deletions are ~~struck-out~~.

LEWISTON CITY COUNCIL
MEETING OF NOVEMBER 18, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 5

SUBJECT:

Public Hearing and First Passage for the conditional rezoning of the property at 239 Bartlett Street, from the Highway Business (HB) District to the Downtown Residential (DR) District.

INFORMATION:

The Planning Board voted 7-0 to send a favorable recommendation to the City Council to conditionally rezone the property at 239 Bartlett Street from the Highway Business (HB) District to the Downtown Residential (DR) District, subject to the conditional rezoning agreement.

Please see the enclosed memorandum from City Planner David Hediger for additional information as well as a site map and other background information.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To approve first passage of the amendment to the Zoning and Land Use Code and Map to conditionally rezone the property at 239 Bartlett Street from the Highway Business (HB) District to the Downtown Residential (DR) District, subject to a conditional agreement, and that the public hearing on the rezoning request be continued to the next regular City Council meeting for final passage.



CITY OF LEWISTON

Department of Planning & Code Enforcement



**TO: City Council
Honorable Mayor**
FROM: David Hediger, City Planner
DATE: November 10, 2014
RE: Request to conditionally rezone the property at 239 Bartlett Street from the Highway Business (HB) district to the Downtown Residential (DR) district.

Denis Theriault has submitted a petition pursuant to Article XVII, Section 5 of the Zoning and Land Use Code to amend the zoning and land use map for the property at 239 Bartlett Street to be conditionally rezoned from the Highway Business (HB) district to the Downtown Residential (DR) district.

This property of approximately .9 acres consists of an 8,864+/- SF single story structure last occupied by a daycare and religious facility. The petitioner is interested in converting the structure into single family attached dwellings while maintaining the ability to create a mixed use structure in the future. The petitioner believes there is a solid market for mixed use structures where quality housing units can co-exist with existing nonresidential uses. This type of mixed use neighborhood already exists for this section of Bartlett Street which has consisted of multifamily dwellings and nonresidential uses for over 50 years. The conditional zoning request would build upon existing land use patterns in this neighborhood and provide the ability for redevelopment of a structure into dwelling units meeting today's modern standards. To do so, the proponent would like to have the property conditionally rezoned to the DR zoning district to allow for the creation and establishment of residential developments, including single family attached dwellings and multifamily dwellings in addition to those uses currently allowed in the HB. Allowing these additional uses provides the petitioner more options of utilizing the property.

On October 27, 2014 the Planning Board voted unanimously pursuant to Article VII, Section 4 and Article XVII, Section 5 of the Zoning and Land Use Code to send a favorable recommendation for the City Council's consideration to conditionally rezone the property a 239 Bartlett Street from the Highway Business (HB) district to the Downtown Residential (DR).

It should be noted that upon a successful rezoning of the property, the applicant will need to pursue development review approval from the staff review committee for a change of use for the creation of dwelling units.



City of Lewiston
Planning & Code Enforcement
Gil Arsenault, Director



MEMORANDUM

To: Ed Barrett, City Administrator
City Clerk's Office
City Council Members

From: David Hediger

Date: November 10, 2014

Subject: Planning Board Action

The Planning Board took the following action at their public meeting held on October 27, 2014 regarding the Conditional Rezoning of 239 Bartlett Street.

The following motion was made:

MOTION: by **Walter Hill** pursuant to Article VII, Section 4 and Article XVII, Section 5 of the Zoning and Land Use Code to send a favorable recommendation for the City Council's consideration to conditionally rezone the property a 239 Bartlett Street from the Highway Business (HB) district to the Downtown Residential (DR).
Second by **Pauline Gudas**.

VOTED: 7-0 (Passed)

c: Planning Board Members

PETITION TO AMEND THE CITY OF LEWISTON
ZONING AND LAND USE CODE

Pursuant to Appendix A, Article XVII, Section 5 AAmendments@ of the City of Lewiston Zoning and Land Use Code, we the undersigned residents of the City of Lewiston, being eighteen (18) year of age or older, do hereby petition the City of Lewiston to conditionally rezone the property at 239 Bartlett Street from the Highway Business (HB) zoning dis to the Downtown Residential (DR) zoning district as described in the exhibits attached hereto:

	SIGNATURE	PRINTED NAME	PHYSICAL STREET ADDRESS (No PO Boxes)	DATE
1		DENIS L. THERIAULT	21 Marguerite St, Lewiston	9/16/14
2		STEVEN N DUBOIS	215 Seibner Blvd	9-16-14
3		CLAIRE D. BOSSE	59 CHARLES ST. LEWISTON	9-17-14
4		AURELE J. BOSSE	59 CHARLES ST. LEWISTON	9-17-14
5		Marc Mailhot	258 Bartlett St Lewiston Me 04240	9-17-14
6		Nelson Peter, Jr	10 McKinley Dr Lewiston	9-20-14
7		George J. Simons	115 Wellman St. Lewiston	09-20-14
8		BRUCE R. OUELLE HE	33 Jeannette Ave Lewiston, ME	9/20/14
9		Hewellyn A Turcotte	22 Orleans St.	9-20/14
10		ROBERT E MACDONALD	6 JOLIA ST	9/23/14
11		Donald Jordan	158 N. Temple St	9/24/14
12		JOHN D. CLIFFORD JR	14 WARE ST	9/26/14

13	Heather M. Gatlin	Heather M. Gatlin	243 Bartlett St. Apt 1 Lewiston, ME	9/26/14
14	Matthew R. Theriault	MATTHEW R. THERIAULT	243 BARTLETT ST. APT 1 LEWISTON, ME	9/26/14
15				
16				
17				
18				
19				
20				

CIRCULATOR=S VERIFICATION

I hereby verify that I am the Circulator of this petition that all the signatures to this petition were made in my presence, and to the best of my knowledge and belief, each signature is that of the person it purports to be, and each person is a resident of the City of Lewiston.

Heather M. Gatlin

Demi L. Theriault
9/26/2014

Signature of Circulator

Printed Name of Circulator

Date

REGISTRAR=S CERTIFICATION

I hereby certify and verify that the names of all of the petitioners listed as valid appear on the voting list as registered voters in the City of Lewiston.

Total Valid: 13

Total Invalid: 1

Erica Smith

9/26/14 Date:

Signature of Registrar/Deputy Registrar



IO

Proposal to conditionally rezone
239 Bartlett Street from "HB" to "DR"

HB

DR

M

DR

BLAKE ST.

ADAMS AVE

BARTLETT ST

**Proposed Conditional Rezoning
239 Bartlett Street**

AN ORDINANCE PERTAINING TO ZONING BOUNDARIES

THE CITY OF LEWISTON HEREBY ORDAINS:

Appendix A of the Code of Ordinances of the City of Lewiston, Maine, is hereby amended as follows:

**APPENDIX A
ZONING AND LAND USE CODE
ARTICLE IV. ESTABLISHMENT OF DISTRICTS**

Sec. 1. Zoning Map.

The "Official Zoning Map, City of Lewiston," adopted pursuant to this Section, is hereby amended by conditionally rezoning the parcel more fully described in Exhibit "A" attached hereto, and as shown on Exhibit "B," said parcel being located at 239 Bartlett Street, Lewiston, Maine, from the Highway Business (HB) zoning district to the Downtown Residential (DR) zoning district.

REASONS FOR THE PROPOSED AMENDMENT

The reasons for the proposed conditional rezoning of 239 Bartlett Street is that there is a solid market for mixed use structures where quality housing units can co-exist with supporting Highway Business uses where applicable. The Bartlett Street Highway Business area currently has existed with Housing units within the current area for over 50 years. The conditional zoning request would only reinforce an already existing working use and encourage modern standards in requested new development plans. Specifically, proponent would like to have the property, which is currently zoned for the Highway Business (HB) zoning district, conditionally rezoned to the Downtown Residential (DR) zoning district to allow for the creation and establishment of residential developments, including multifamily dwellings in addition to those uses currently allowed in the HB.

CONFORMANCE WITH COMPREHENSIVE PLAN

1. Stimulate and maintain vital business investment in the Downtown area (Downtown Goals #1, page 22).
2. Attract new investors to purchase, redevelop and whenever possible utilize the buildings within the Downtown Area (Downtown Policy #7, page 32).
3. Encourage orderly growth and development in appropriate areas of the City, while protecting the City's rural character, making efficient use of public services and preventing development sprawl (Land Use Goal #1, page 122).

4. Provide incentives for adaptive reuse of building or infill construction (Long Range Planning Policy #3, Strategy A, page 133).

CONDITIONAL REZONING AGREEMENT

The proponent requests that the official zoning map for the City be amended by deleting the subject property from the Highway Business (HB) zoning district and conditionally rezone the subject premises to the Downtown Residential (DR) zoning district, subject to the limitations more fully described below.

In compliance with the provisions of the Code, Article XVII, Section 5(g), the proponent hereby proposes the following conditions:

- (a) Allowed uses of the property shall include those uses which are presently permitted and conditional uses in the Highway Business (HB) zoning district, and the following uses: “Multifamily dwellings”....as listed below and subject to the conditions contained herein.

Land Use Table: All Zoning Districts 6.27.14	Conditional Rezoning -(DR) 239 Bartlett Street
USES(15)(33)	
Accessory use or structure	P
Commercial-Service	
Veterinary facilities excluding kennel and humane societies	P
Veterinary facilities including kennels and humane societies	
Small day care facilities	P
Day care centers	P
Day care centers accessory to public schools, religious facilities, multifamily or mixed res. developments, and mobile home parks	
Business and professional offices including research, experimental, testing laboratories, engineering, research, management and related services	P
Restaurants	P(26)

Drinking places	C
Adult business establishments	
Hotels, motels, inns	P
Movie theaters except drive-in theaters	P
Places of indoor assembly, amusement or culture	P
Art and crafts studios	P
Personal Services	P
Retail stores	P
Neighborhood retail stores	
Lumber and building materials dealer	P
Gasoline service stations	P
Gasoline service stations which are a part of and subordinate to a retail use	P
New and used car dealers	P
Recreational vehicle, mobile home dealers	P
Equipment dealers and equipment repair	C
Automotive services including repair	P
Registered dispensary(27)	C
Registered primary caregivers engaged in the cultivations of medical marijuana for two to five registered patients.	P
Tattoo Establishments	C
Industrial	
Light industrial uses	P(9)
Industrial uses	
Building and construction contractors	P(6)
Fuel oil dealers and related facilities	
Wholesale sales, warehousing and distribution facilities and self-storage facilities	P
Self storage facilities	
Commercial solid waste disposal facilities	
Junkyards and auto graveyards	
Recycling and reprocessing facilities	
Private industrial/commercial developments(23)	P

Transportation	
Airports or heliports	
Commercial parking facilities	P
Transit and ground transportation facilities	C
Transportation facilities	P
Public and Utility	
Pumping stations, standpipes or other water supply uses involving facilities located on or above the ground surface and towers for municipal use	P
Power transmission lines, substations, telephone exchanges, microwave towers or other public utility or communications use	C
Municipal buildings and facilities	P
Preservation of historic areas; emergency and fire protection activities; bridges and public roadway	
Dams	
Institutional	
Religious facilities	P
Cemeteries	
Congregate care/assisted living facilities, institutions for the handicapped, nursing or convalescent homes, group care facilities	P
Hospitals, medical clinics,	P
Museums, libraries, and non-profit art galleries and theaters	P
Academic institutions, including buildings or structures for classroom, administrative, laboratory, dormitories, art, theater, dining services, library, bookstores, athletic facilities and student recreational uses together with buildings accessory to the foregoing permitted principal buildings or structures,	P
Civic and social organizations	

Public community meeting and civic function buildings including auditoriums	P
Residential(8)	
Single-family detached dwellings on individual residential lots	P(11)
Mobile homes on individual residential lots	
Two-family dwellings	P(11)
Multifamily dwellings in accordance with the standards of Article XIII	P(11)
Single-Family attached dwelling in accordance with the standards of Article XIII	P(11)
Mixed single-family residential developments in accordance with the standards of Article XIII	
Mixed residential developments in accordance with the standards of Article XIII	
Mixed use structures	P(11)
Lodging houses	P(11)
Home occupations	P
Bed and breakfast establishments as a home occupation	P
In-law apartments in accordance with the standards of Article XII	P
Single family cluster development	
Family day care home	P
Shelters	C
Natural Resource	
Agriculture	
Farm Stands	
Forest management and timber harvesting activities in accordance with the standards of Article XIII	P
Earth material removal	
Community gardens(20)	P

Water dependent uses, e.g. docks and marinas	
Non-residential structures for educational, scientific or nature interpretation purposes, containing a maximum floor area of not more than ten thousand (10,000) square feet	
Recreation	
Campgrounds	
Public or private facilities for nonintensive outdoor recreation	C
Commercial outdoor recreation and drive-in theaters	C
Fitness and recreational sports centers as listed under NAICS Code 713940	

(b) Violations of any of the conditions herein will constitute a violation of the Code.

(c) The conditions described herein shall bind the proponent, its successors and assigns, and any person in possession or occupant of the subject premises, or any portion thereof, and shall inure to the benefit of and be enforceable by the City.

(d) The proponent shall, at his own expense, record in the Androscoggin County Registry of Deeds a copy of the conditions within thirty (30) days following final approval of this proposal by the City. Such form of recording is to be in a form satisfactory to the City.

(e) The conditions described herein shall run with the subject premises.

(f) In addition to other remedies to which the City may be entitled under applicable provisions of statute or ordinance, if any party in possession or use of the subject premises fails or refuses to comply with any of the conditions imposed, any rezoning approved by the City in accordance with the conditions shall be of no force or effect. In that event, any use of the subject premises and any building or structures developed pursuant to the rezoning shall be immediately abated and brought into compliance with all applicable provisions of the Code with the same effect as if the rezoning had never occurred.

(g) If any of the conditions are found by a court of competent jurisdiction to be invalid, such determination shall not invalidate any of the other conditions.

(h) Any rezoning approved by the City conditionally shall be of no force or effect if the proponent fails or refuses to comply with conditions imposed.

(i) Any allowed proposed use, addition, or expansion of the property deemed applicable to Article XIII, Section 2 of the Zoning and Land Use Code shall be subject to the applicable sections of Article XIII of the Zoning and Land Use Code, Development Review and Standards.

(j) By submitting this proposal, the proponent agrees in writing to the conditions described herein.

Denis Theriault, Proponent

On _____, 20____, personally appeared the above named Denis Theriault and acknowledged the foregoing to be of his free act and deed.

Notary Public
Commission Expires:

I, RAYMOND L. THERIAULT of Lewiston, County of Androscoggin and State of Maine, for consideration paid, grant to DENIS L. THERIAULT of Lewiston, County of Androscoggin and State of Maine, with WARRANTY COVENANTS, the land in Lewiston, County of Androscoggin and State of Maine, bounded and described as follows:

TWO CERTAIN LOTS OR PARCELS OF LAND situated in said Lewiston, bounded and described as follows:

PARCEL #1: BEGINNING on the westerly line of Bartlett Street at the northeasterly corner of land conveyed by the Franklin Company to J. Nazaire Theriault by deed #1973, dated October 29, 1957; thence in a northerly direction by line of Bartlett Street about one hundred two and ninety-five hundredths (102.95) feet to the southeasterly corner of land conveyed by the Franklin Company to John N. Jutras, March 26, 1962; thence westerly by said land of Jutras one hundred (100) feet to other land of the Franklin Company; thence southerly about ninety-seven and forty-eight hundredths (97.48) feet to the northwesterly corner of said land of Theriault; thence easterly to the point of beginning.

SUBJECT to the restriction that no building shall be placed nearer the line of Bartlett Street than twelve (12) feet.

PARCEL #2: BEGINNING in the easterly line of Pierce Street at the northwesterly corner of land conveyed by Franklin Company to George Caron by deed #1846, dated April 19, 1947; thence in an easterly direction by line of Caron land one hundred (100) feet; thence in a northerly direction by land conveyed by Franklin Company to J. Nazaire Theriault by deed #1913 dated October 22, 1952 and by deed #1973 dated October 29, 1957, and by Parcel #1, one hundred ninety-seven and forty-eight hundredths (197.48) feet to land conveyed by Franklin Company to John N. Jutras, March 26, 1962; thence in a westerly direction by line of said Jutras one hundred (100) feet to the easterly line of Pierce Street; thence southerly one hundred ninety-two and one hundredths (192.01) feet to the point of beginning.

SUBJECT to a sewer easement conveyed by the Franklin Company to Joseph Houle et al by deed #1968 dated July 16, 1957.

BOTH PARCEL #1 AND PARCEL #2 are subject to a sewer easement conveyed by Franklin Company to the City of Lewiston by deed dated June 10, 1936 and subject to sewer easements granted the City of Lewiston by Jeanne M. Theriault and Roland A. Theriault, Trustees under the Will of J. Nazaire Theriault by deed dated January 22, 1975 and recorded in Book 1139, Page 204 of the Androscoggin County Registry of Deeds.

BEING THE SAME PREMISES conveyed to Raymond L. Theriault by deed of Jeanne M. Theriault and Roland A. Theriault, Trustees under the Will of J. Nazaire Theriault dated August 27, 1980 and recorded in Book 1481, Page 315 of the Androscoggin County Registry of Deeds.

MARSHALL, RAYMOND,
BELIVEAU, DIONNE
& BORDREAU
ATTORNEYS AT LAW
75 PARK STREET
LEWISTON, MAINE 04240

CARMEN B. THERIAULT, wife of the above-named grantor, joins as grantor and releases all rights by descent and all other rights.

WITNESS our hands and seals this 15th day of January, 1982.

[Handwritten signature]

Raymond L. Theriault
RAYMOND L. THERIAULT
Carmen B. Theriault
CARMEN B. THERIAULT



STATE OF MAINE
ANDROSCOGGIN, SS

January 1, 1982

Personally appeared the above-named Raymond L. Theriault and acknowledged the foregoing instrument to be his free act and deed.

Before me,

[Handwritten signature]

Notary Public



ANDROSCOGGIN SS
RECEIVED FEB 17 1982
AT 9 H. - M. 16 M.
and recorded from original

MARSHALL, RAYMOND,
BELVEAU, DIDNIE
& BORNEAU
ATTORNEYS AT LAW
75 PARK STREET
LEWISTON, MAINE 04240

LEWISTON CITY COUNCIL

MEETING OF NOVEMBER 18, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 6

SUBJECT:

Amendments to the Personnel Policy regarding smoking and the use of "e-cigarettes".

INFORMATION:

The proposed changes to the Smoking Policy of the Personnel Policy is to incorporate a prohibition on the use of "e-cigarettes" into the policy. At present, the Policy only addresses the use of tobacco. City Administration and the Public Health Committee support the recommended amendment.

Note: Additions are underlined; deletions have ~~strikeout~~ lines.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To approve the proposed amendments to the Personnel Policy, Policy Manual Number 22, as recommended by the City Administrator.

(Note - Full copy of the amendment is attached.)

ADMINISTRATION & APPLICATION OF PERSONNEL POLICIES

SMOKING TOBACCO & E-CIGARETTE POLICY

In our continuing effort to preserve the health, comfort, and safety of our municipal employees and the general public, the following Smoking Tobacco & E-Cigarette Policy is hereby adopted:

There shall be no use of tobacco products, e-cigarette, or similar devices that may or may not contain nicotine ~~smoking allowed by anyone~~ employee or member of the general public including City employees, visitors conducting business or other members of the public in any municipal building or city-owned work vehicles. Additionally, such as ~~tobacco use~~ is prohibited within twenty-five (25) feet of any municipal building to insure that ~~tobacco~~ smoke or vapors ~~does~~ do not enter the area through entrances, windows, ventilation systems, or any other means. There shall be no additional time-off granted to ~~smokers~~ employees to utilize tobacco products, e-cigarettes, or similar devices that may or may not contain nicotine.

Note: Additions are underlined; deletions are ~~struck-out~~.

LEWISTON CITY COUNCIL
MEETING OF NOVEMBER 18, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 7

SUBJECT:

Order Authorizing the City Administrator to take possession of 193 Rosedale Street and to determine a course of action.

INFORMATION:

The municipal tax liens have matured on the property at 193 Rosedale Street. This is a single family house that has been vacated for over a year and since empty has been the site of criminal activity. Staff is asking the City Council to formally vote to take possession of the property. If the Council approves the request, the property will be offered for sale via a formal bid process. If the building does not sell, it could be demolished. Please see the attached material for additional information.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To approve the Order authorizing the City Administrator to take possession of 193 Rosedale Street.



COUNCIL ORDER

Order, Authorizing the City Administrator to Take Possession of 193 Rosedale and Determine a Course of Action.

Whereas, tax liens on the property at 193 Rosedale have matured; and

Whereas, the property has been a source for Police and Code related complaints for some time; and

Whereas, Code Enforcement has placarded the building as unfit for human habitation and has taken steps to secure it against additional misuse and vandalism; and

Whereas, the owner of the property is currently incarcerated and unable to meet his obligations to the City or to rehabilitate the property; and

Whereas, the property may be capable of rehabilitation; and

Whereas, if the property is not salvageable, it should be demolished;

Now, therefore, be it ordered by the City Council of the City of Lewiston that

The City Administrator is hereby authorized to take possession of 193 Rosedale on the basis of matured tax liens. The Administrator is further authorized to offer the property for sale through the formal bid process and subject to a positive recommendation from the Planning Board for its disposition. In the event that the effort to dispose of the property is not successful, the Administrator is further authorized to demolish the structure and to dispose of the land through the formal bid process, again subject to a positive recommendation from the Planning Board.

RE: Balances due - Parcel ID #00-007607
Owner(s): Paul H. Russell P/R
Property located at 193 Rosedale St, Lewiston, ME 04240

Per your request below are the balances due for Real Estate Taxes and Utilities for the property located at 193 Rosedale Street.

Real Estate Taxes:

FY2011 Real Estate Taxes	Bill #11A00007607	Total Due: \$ 1,482.78	Liened 06/17/11
FY2012 Real Estate Taxes	Bill #13A00007607	Total Due: \$ 2,445.49	Liened 06/13/12
FY2013 Real Estate Taxes	Bill #13A00007607	Total Due: \$ 2,306.30	Liened 06/19/13
FY2014 Real Estate Taxes	Bill #14A00007607	Total Due: \$ 2,232.75	Liened 06/18/14
FY2015 Real Estate Taxes	Bill #15A00007607	Total Due: \$ 2,063.55	

Total Real Estate Taxes Past Due as of 11/06/14 \$ 10,530.87

Utility Account - Account #006797

Sewer Lien	Filed: 01/13/12	\$ 76.98
Sewer Lien	Filed: 08/01/13	\$ 137.24
Water Lien	Filed: 08/21/13	\$ 241.27
Sewer Lien	Filed: 08/21/13	\$ 512.12
Water Lien	Filed: 06/19/14	\$ 231.67
Sewer Lien	Filed: 06/19/14	\$ 321.76
Stormwater Lien	Filed: 06/19/14	\$ 105.18
Combined Unliened charges		\$ 856.63
Total Account Balance		\$ 2,482.85

Total Amount owed to the City of Lewiston as of 11/06/14 \$ 13,013.72

Date-September-11-2014

Code case: 2328-2014

To: Ed Barrett

Re: 193 Rosedale Street, Lewiston Maine.

Owner: Paul Russell

Ed,

Over the last two years we (Police and Code) have received several complaints from the neighbors of 193 Rosedale Street. They have reported drug activity, criminal trespassing, and code violations. I have inspected the property and, as of today, the property has been condemned by this office. This is a single family home which has been empty for over a year. The owner is presently incarcerated and has not been taking care of the property.

In my investigation I discovered that the property taxes have not been paid in at least three years (See attached tax record) and water and sewer are also delinquent. The water has been shut off for some time. At this time, I am requesting that Heather and Administration consider this property for tax acquisition. The home has potential for rehabilitation. However, if we wait too long the property will continue to deteriorate and the opportunity for rehabilitation will be lost.

Thank you.

Jeffrey Baril

LEWISTON CITY COUNCIL

MEETING OF NOVEMBER 18, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 8

SUBJECT:

Order Authorizing the City Administrator to dispose of the property at 10 College Street.

INFORMATION:

The City condemned and demolished the building at 10 College Street. The owner reimbursed the city for the demolition costs and transferred ownership of the land to the City. The parcel is small and the City has determined it has no use for the land. The recommendation is to see if any abutting property owners would be interested in purchasing it or leasing it.

Please see the attached material for additional information.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/klmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To approve the Order authorizing the City Administrator to dispose of the property at 10 College Street.



COUNCIL ORDER

Order, Authorizing the City Administrator to Dispose of 10 College Street.

Whereas, the City condemned and subsequently demolished a structure located on 10 College Street; and

Whereas, subsequently, the owner of the property agreed to reimburse the City for its demolition costs and transfer the property to the City for \$1; and

Whereas, 10 College Street is a substandard lot which appears to only be useable for parking or green space associated with adjacent properties; and

Whereas, a city sewer line currently lies under an unspecified portion of the lot without benefit of an easement; and

Whereas, City staff has identified no reason for the City to retain the property but has recommended that the necessary easement be established for the sewer line; and

Whereas, the Planning Board has reviewed the property and has recommended that the City dispose of it through offering it for sale or lease; and

Whereas, the property disposition policy adopted by the City Council indicates that city-owned unbuildable lots **should be offered to abutting property owners;**

Now, therefore, be it ordered by the City Council of the City of Lewiston that

The City Administrator is hereby authorized to dispose of 10 College Street and to offer it for lease or sale to abutting property owners, subject to the maintenance of a sewer easement on the property.



CITY OF LEWISTON

Department of Planning & Code Enforcement



TO: City Council
Honorable Mayor
FROM: David Hediger, City Planner
DATE: November 10, 2014
RE: Disposition of 10 College Street

The Council may recall at their June 17, 2014 meeting acting upon a Planning Board recommendation and voting unanimously for the acquisition of 10 College Street for one dollar (\$1.00). The City has since acquired the property as of September 18, 2014.

The City is now interested in selling the property. This is a vacant lot of approximately 3,920 square feet with 55' of frontage located in the Downtown Residential (DR) district. The property is nonconforming with respect to the minimum lot size of 5,000 SF in the DR district; therefore, undevelopable as single lot. As a result, this lot is of most value to an abutting property.

In addition, Public Works has noted there is an 1865 document that identifies a sewer line crossing the property, but it does not identify a width or exact location. They believe it is likely an old brick sewer, but they do not have a good description of the type or size. Public Works recommendation is to have a general easement that indicates a sewer line crosses the property which would need to be located and avoided before improvements are located and constructed on the property. This will likely limit the use of the parcel to surface parking or green space to immediate abutters.

On October 27, 2014 the Planning Board pursuant to Article VII, Section 4(h) of the Zoning and Land Use Code voted unanimously to send a favorable recommendation to the City Council for the disposition of the 10 College Street. Upon a favorable action by the Council, the City will offer for sale or lease the property to abutting property owners.



City of Lewiston
Planning & Code Enforcement
Gil Arsenault, Director



MEMORANDUM

To: Ed Barrett, City Administrator
City Clerk's Office
City Council Members
Mayor Robert E. Macdonald

From: David Hediger

Date: November 10, 2014

Subject: Planning Board Action: 10 College Street

The Planning Board took the following action at their public meeting held on October 27, 2014 regarding the disposition of property at 10 College Street.

The following motions were made:

MOTION: by **Kevin Morissette** pursuant to Article VII, Section 4(h) of the Zoning and Land Use Code to send a favorable recommendation to the City Council for the disposition of the 10 College Street. Second by **Sandra Marquis**.

VOTED: 7-0 (Passed).

c: Planning Board Members



LEWISTON CITY COUNCIL
MEETING OF NOVEMBER 18, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 11

SUBJECT:

Executive Session to discuss Real Estate Negotiations of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.

INFORMATION:

The Maine State Statutes, Title 1, section 405, define the permissible grounds and subject matters of executive sessions for public meetings.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To enter into an Executive Session, pursuant to MRSA Title 1, section 405(6)(c), to discuss Real Estate Negotiations, of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.

LEWISTON CITY COUNCIL
MEETING OF NOVEMBER 18, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 12

SUBJECT:

Executive Session regarding consultation with the City Attorney.

INFORMATION:

The Maine State Statutes, Title 1, section 405, define the permissible grounds and subject matters of executive sessions for public meetings. Discussing a legal matter with the City Attorney is a topic permitted under the statutes.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The state statutes outline the issues that will be discussed in executive session.

ERB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To enter into an Executive Session pursuant to MRSA Title 1, section 405(6)(E) to discuss a legal matter with the City Attorney.

LEWISTON CITY COUNCIL
MEETING OF NOVEMBER 18, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 13

SUBJECT:

Executive Session to discuss Real Estate Negotiations of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.

INFORMATION:

The Maine State Statutes, Title 1, section 405, define the permissible grounds and subject matters of executive sessions for public meetings.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To enter into an Executive Session, pursuant to MRSA Title 1, section 405(6)(c), to discuss Real Estate Negotiations, of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.

LEWISTON CITY COUNCIL
MEETING OF NOVEMBER 18, 2014

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 14

SUBJECT:

Executive Session to discuss Real Estate Negotiations of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.

INFORMATION:

The Maine State Statutes, Title 1, section 405, define the permissible grounds and subject matters of executive sessions for public meetings.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To enter into an Executive Session, pursuant to MRSA Title 1, section 405(6)(c), to discuss Real Estate Negotiations, of which the premature disclosure of the information would prejudice the competitive bargaining position of the City.