

**LEWISTON CITY COUNCIL AGENDA
CITY COUNCIL CHAMBERS
APRIL 19, 2016**

5:30 p.m. Budget Workshop - Presentation of School Budget and General Discussions

6:00 p.m. Executive Session - To discuss labor union negotiations regarding the city's six employee unions.

7:00 p.m. Regular Meeting

Pledge of Allegiance to the Flag.
Moment of Silence.

Acceptance of minutes of the meeting of March 15, 2016

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 1.

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 transfer of forfeiture funds.
- * 2. Approval of the Election Warrant calling for a Special Municipal Election to be held on Tuesday, May 10, 2016 for the School Budget Validation Referendum and Recommendations from the City Clerk/Registrar of Voters on actions necessary to conduct said election.

REGULAR BUSINESS:

3. Public Hearing on a new application for a Special Amusement Permit for Live Entertainment for Avant-Garde Maine, 182 Lisbon Street.
4. Public Hearing and Final Passage regarding an amendment to the Animal and Animal Control ordinance regarding increasing the limit on the number of dogs per household from three to four.
5. Public Hearing and Final Passage for re-zoning of the property at 200 College Street.
6. Order Approving the Sale of City Owned Real Estate located at 159-177 Lisbon Street to Szanton Monks Properties, LLC.
7. Order Authorizing the City Administrator to Execute a Five (5) Year Renewal of the Agreement for Waste Management with Mid-Maine Waste Action Corporation (MMWAC).
8. Budget Recommendations from the Finance Committee regarding the proposed Fiscal Year 2017 Municipal Budget.
9. Resolve Accepting a Term Sheet from Brookfield White Pine Hydro LLC with Respect to Donation of the Lewiston Canal System to the City and Authorizing the City Administrator to Negotiate and Execute a Definitive Agreement substantially in accordance with its terms.

10. Resolve Accepting Brookfield's Offer to Modify the Scope of Work under a Consulting Contract to allow for the Preparation of Materials, Related Studies, and Other Services for a Possible Application to FERC to Surrender the City's License for the Upper Androscoggin Station.
11. Request for Event Approval for the Color Me Rad 5K road race to be held on August 13, 2016.
12. Update from the Lewiston School Committee Representative.
13. Reports and Updates.
14. Any other City Business Councilors or others may have relating to Lewiston City Government.

LEWISTON CITY COUNCIL
WORKSHOP AGENDA
TUESDAY, APRIL 19, 2016 at 5:30 PM

1. Presentation of School Budget to City Council
2. General Budget Discussion.
3. Executive Session – Labor Negotiations (Before the regular meeting time permitting; if not, after the regular meeting.)

LEWISTON CITY COUNCIL
MEETING OF APRIL 19, 2016

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 6:00pm

SUBJECT:

Executive Session to discuss labor union negotiations regarding the city's six employee unions.

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:

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To enter into an Executive Session pursuant to MRSA Title 1, Section 405 (6) (D) to discuss Labor Negotiations regarding the city's six employee unions - International Association of Firefighters, Local 785; Maine State Employees Association, Local 1989; Maine Association of Police; Lewiston Police Supervisory Command Unit; Lewiston Professional Technical Unit, Local 3855 and Lewiston Public Works Unit, Local 1458.

LEWISTON CITY COUNCIL

MEETING OF APRIL 19, 2016

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.

EAB/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 \$2,190.00, or any portion thereof, in the case of the State of Maine vs. Chad Michael Nichols, CR-15-600 Court Records, and the transfer of \$14,258.00, or any portion thereof, in the case of the State of Maine vs. Owen Hackett, CR-15-084 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-15-600

State of Maine	}	
	}	
v.	}	Municipality of Lewiston
	}	Approval of Transfer
	}	15 M.R.S.A. §5824(3) & §5822(4)(A)
Chad Michael Nichols	}	
Defendant;	}	
	}	
And	}	
	}	
\$2,190.00 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 50% (\$1,095.00 U.S. Currency) of the above captioned Defendant(s) in Rem, 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)

STATE OF MAINE
Androscoggin, ss

SUPERIOR COURT
Criminal Action
Docket No. CR-15-084

State of Maine	}	
	}	
v.	}	Municipality of Lewiston
	}	Approval of Transfer
Owen Hackett	}	15 M.R.S.A. §5824(3) & §5822(4)(A)
Defendant;	}	
	}	
And	}	
	}	
\$14,258.00 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, 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 MAY 10, 2016

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 2

SUBJECT:

Approval of the Election Warrant calling for a Special Municipal Election to be held on Tuesday, May 10, 2016 for the School Budget Validation Referendum and Recommendations from the City Clerk/Registrar of Voters on actions necessary to conduct said election.

INFORMATION: Under the Maine State Statutes, the municipal officers shall issue an election warrant calling for a municipal election. The City Clerk will be conducting a special city election on May 10, 2016 for the purpose of voting in the School Budget Validation Referendum.

Recommendations on election related issues:

- A. That the hours for acceptance of registrations in person only, prior to the May 10th election, as required by MRSA Title 21A, sec. 122, 6A(2), be set at 8:30am to 4:00pm, April 20 through May 9, 2016.
- B. That the names of those persons who register during the closed session for registration shall be recorded in accordance with MRSA Title 21A, sec. 122, subsec. 7B.
- C. Pursuant to Title 21A, sec 759(7), absentee ballots will be processed at the polling place at 7:00am and any and all remaining shall be processed at 8:00pm, if necessary.
- D. To appoint the City Clerk as the City's Election Warden and the Deputy Registrar of Voters as the City's Ward Clerk, for the May 10 election.

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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Be It Ordered by the City Council that the Election Warrant be issued for the Special Municipal Election to be held on Tuesday, May 10, 2016 for the purpose of voting for the School Budget Validation Referendum, and to approve the following recommendations from the City Clerk/Registrar of Voters on actions necessary to conduct the Special Municipal Election :

- A. That the hours for acceptance of registrations in person only, prior to the May 10th election, as required by MRSA Title 21A, sec. 122, 6A(2), be set at 8:30am to 4:00pm, April 20 through May 9, 2016.
- B. That the names of those persons who register during the closed session for registration shall be recorded in accordance with MRSA Title 21A, sec. 122, subsec. 7B.
- C. Pursuant to Title 21A, sec 759(7), absentee ballots will be processed at the polling place at 7:00am and any and all remaining shall be processed at 8:00pm, if necessary.
- D. To appoint the City Clerk as the City's Election Warden and the Deputy Registrar of Voters as the City's Ward Clerk, for the May 10 election.

WARRANT FOR SPECIAL MUNICIPAL ELECTION

CITY OF LEWISTON

County of Androscoggin, SS.

To Michael Bussiere, a constable of Lewiston, Maine: You are hereby required in the name of the State of Maine to notify the voters of the City of Lewiston of the election described in this warrant.

To all voters of the City of Lewiston: You are hereby notified that a Special Municipal Election in this municipality will be held on Tuesday, May 10, 2016, at the Longley Elementary School gymnasium, 145 Birch Street.

Said election being held for the purpose of voting on the School Budget Validation Referendum.

Ballot Question One:

“Do you favor approving the Lewiston School Department’s budget for the upcoming school year that was adopted by the Lewiston City Council?”

Ballot Question Two:

“Do you wish to continue the budget validation referendum process in the City of Lewiston for an additional three years?”

A “YES” vote will require the City of Lewiston to continue to conduct a referendum to validate its annual school budget for the next three years.

A “NO” vote will discontinue the budget validation referendum for at least three years and provide instead that the annual school budget shall be finally adopted at a meeting of the City Council.

The polls shall be opened at 7:00 a.m. and closed at 8:00 p.m.. Absentee ballots will be processed at the polls at 7:00 A.M. and 8:00 P.M., if necessary.

Dated at Lewiston, Maine on April 19, 2016.

_____	_____
_____	_____
_____	_____
_____	_____

ATTEST: _____
Kathleen M. Montejo, MMC
City Clerk

LEWISTON CITY COUNCIL
MEETING OF APRIL 19, 2016

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 3

SUBJECT:

Public Hearing on a new application for a Special Amusement Permit for Live Entertainment for Avant-Garde Maine, 182 Lisbon Street.

INFORMATION:

We have received a new application for a Special Amusement Permit for Live Entertainment from Avant-Garde Maine, 182 Lisbon Street.

The Police Department has reviewed and approved the application.

There was no reference to this business or property address in the Council Constituent Concern log, as maintained by the Administrator's Office.

The business owner has been notified of the public hearing and requested to attend.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EA/B/kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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To grant a Special Amusement Permit for Live Entertainment to Avant-Garde Maine, 182 Lisbon Street.

CITY OF LEWISTON
APPLICATION FOR SPECIAL AMUSEMENT PERMIT

Date of Application: 4/1/16

Expiration Date: _____

- Class A - \$125.00 - restaurants with entertainment, which **does not have dancing**
 Class B - \$125.00 - lounges/bars with entertainment, which **does not have dancing**
 Class C - \$150.00 - either restaurants or lounges/bars with entertainment, including dancing
 Class D - \$150.00 - function halls with entertainment, including dancing
 Class E - \$150.00 - dance hall or nightclub that admits persons under the age of 21
 Class F - \$150.00 - "chem-free" dance hall or nightclub for patrons aged 18 yrs and older, with no liquor

Renewal Applicants: Has any or all ownership changed in the 12 months? Yes No

****PLEASE PRINT****

Business Name: Avant-Garde Maine Business Phone: (207) 402-0807

Location Address: 182 Lisbon Street

(If new business, what was formerly in this location: - Downtown handmade + vintage
- Bill Davis smoke shop)

Mailing Address: 137 Pond, Lewiston

Email address: Avantgardemaine@gmail.com

Contact Person: Nichole A. Bouyea Phone: (cell) 207-402-0807

Owner of Business: Nichole A. Bouyea Date of Birth: 2/16/81

Address of Owner: 137 Pond Rd, Lewiston

Manager of Establishment: Nichole Bouyea Date of Birth: 2/16/81

Owner of Premises (landlord): Hardy Wolf + Downing

Address of Premises Owner: _____

Does the issuance of this license directly or indirectly benefit any City employee(s)? Yes No
If yes, list the name(s) of employee(s) and department(s): _____

Have any of the applicants, including the corporation if applicable, ever held a business license with the City of Lewiston? Yes No If yes, please list business name(s) and location(s): Avant-Garde Maine LLC

Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of the law? ____ Yes No If yes, please explain: _____

CORPORATION APPLICANTS: Please attach a list of all principal officers, date of birth & town of residence

Corporation Name: _____

Corporation Mailing Address: _____

Contact Person: _____ Phone: _____

Do you permit dancing on premises? ____ Yes No (If yes, you must first obtain a dance hall permit from the State Fire Marshall's Office) If yes, do you permit dancing or entertainment after 1:00 AM? ____ Yes ____ No

What is the distance to the nearest residential dwelling unit both inside and outside the building from where the entertainment will take place? _____

Please describe the type of proposed entertainment:

- dancing
- stand up comedian
- piano player
- music by DJ
- karaoke
- other, please list _____
- live band/singers
- magician
- other, please list _____

If new applicant, what is your opening date?: Already open, wish to begin live music in May of 2016.

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above licensee and further agrees that any misstatement of material fact may result in refusal of license or revocation if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

It is understood that this and any application(s) shall become public record and the applicant(s) hereby waive(s) any rights to privacy with respect thereto.

I/We hereby authorize the release of any criminal history record information to the City Clerk's Office or licensing authority. I/We hereby waive any rights to privacy with respect thereto.

Signature: Nichole Bouyer Title: Owner Date: 4/1/16

Printed Name: Nichole Bouyer

Hearing Date: 4-19-16



POLICE DEPARTMENT

Michael J. Bussiere
Chief of Police



TO: Kelly Brooks, Deputy City Clerk

FR: Lt. Adam D. Higgins, Support Services

DT: April 5, 2016

RE: Liquor License/Special Amusement Permit – **Avant-Garde Maine**

We have reviewed Liquor License/Special Amusement Permit Application and have no objections to the following establishment;

Avant-Garde Maine
182 Lisbon St.



171 Park St • Lewiston, Maine • 04240 • Phone 207-513-3137 • Fax 207-795-9007
www.lewistonpd.org



Professionalism

Integrity

Compassion

Dedication

Pride

Dependability

LEWISTON CITY COUNCIL

MEETING OF APRIL 19, 2016

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 4

SUBJECT:

Public Hearing and Final Passage regarding an amendment to the Animal and Animal Control ordinance regarding increasing the limit on the number of dogs per household from three to four.

INFORMATION:

A constituent with four dogs recently approached the Council with a request that the City's ordinance limiting the number of dogs permitted on any property to three be reviewed and reconsidered. While numerous communities place limits on the number of dogs that can be kept on a property in order to ensure the tranquility of an area, protect neighbors against the potential for greater noise and sanitation issues, protect the health and welfare of the dogs, and limit enforcement efforts involving animal nuisance issues, communities vary in the actual number allowed. The Council was sympathetic to this request and has indicated an interest in immediately increase the three dog limit to four. In addition, the Council has asked staff to further review this issue and potentially identify other alternatives that would permit the four dog limit to be exceeded when certain conditions are met. Staff anticipates providing such options later this spring/summer.

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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That the proposed amendment to the City Code of Ordinances, Chapter 14 "Animals", Article II "Animal Care", Section 14-9 "Number of dogs limited", receive final passage by a roll call vote .

AN ORDINANCE PERTAINING TO ANIMALS

THE CITY OF LEWISTON HEREBY ORDAINS:

Chapters 14 of the Code of Ordinances of the City of Lewiston, Maine are hereby amended as follows:

CHAPTER 14

ANIMALS

ARTICLE II. ANIMAL CARE--GENERAL

Sec. 14-9. Number of dogs limited.

- (a) It shall be unlawful for any person to keep or harbor within the city more than ~~three~~ four dogs over four months old in or about any premises, house, barn or other building, or in or about all buildings on any one premises occupied by any one family, and the keeping or harboring of dogs as aforesaid is hereby declared to be a public nuisance.
- (b) The payment of the license or licenses on dogs required by Maine state law, as amended, shall not be construed to allow the keeping of more than ~~three~~ four dogs, as aforesaid, on any one premises.
- (c) The limitations in this section shall not apply to any person, group of persons, or corporations engaged in the commercial business of breeding, buying, selling or boarding of dogs, or operating a veterinary hospital, providing a state kennel license is obtained if applicable.

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



EXECUTIVE DEPARTMENT

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

March 10, 2016

To: Honorable Mayor and Members of the City Council
Fr: Edward A. Barrett
Su: Code of Ordinances Limit on Dogs

The current City Code limits the number of dogs that may be kept on any premises to three. The applicable provision of the ordinances is:

Sec. 14-9. Number of dogs limited.

- (a) It shall be unlawful for any person to keep or harbor within the city more than three dogs over four months old in or about any premises, house, barn or other building, or in or about all buildings on any one premises occupied by any one family, and the keeping or harboring of dogs as aforesaid is hereby declared to be a public nuisance.
- (b) The payment of the license or licenses on dogs required by Maine state law, as amended, shall not be construed to allow the keeping of more than three dogs, as aforesaid, on any one premises.
- (c) The limitations in this section shall not apply to any person, group of persons, or corporations engaged in the commercial business of breeding, buying, selling or boarding of dogs, or operating a veterinary hospital, providing a state kennel license is obtained if applicable.

Councilor Lajoie was recently contacted by a constituent who requested that this limitation be reviewed and reconsidered. This was initially discussed at a recent Council workshop and what follows expands upon the information and options presented at that time.

Current City staff is not aware of the background that lead to adopting a three dog limit. This section of our ordinances has apparently been in effect for some time. Staff speculates that this limit was chosen due to concerns relating to potential noise and nuisance issues arising from the ownership of a large number of dogs, particularly in the City's denser residential areas and multi-unit buildings.

Dog Limits – Other Communities

A review of the limits enforced by other communities in Maine determined that Bangor, Biddeford, South Portland, Waterville, and Westbrook all enforce a three dog limit. Auburn's limit is 3 dogs in multi-family units and 4 in single family. Brunswick, Sanford, and Scarborough have no limit.

A 2009, a national review of animal control ordinances in the 52 largest cities in the country found that 31 had some form of limitation on the number of pets allowed on a property where

21 did not. These limits took three forms: an absolute limit (ranging from 3 to 12); a limit that was based on lot size with a higher limit on larger lots; and a limit that could be exceeded with a permit that allowed for a higher number, with certain conditions tied to the permit.

Should the Council wish to address this issue, the possible alternatives are outlined below:

1. Retain the current three dog limit;

Based on the discussion at the initial workshop, the Council appears to be interested in modifying or eliminating this limit. It could, however, simply be left in place.

2. Increase the limit.

The simplest way to solve the immediate problem presented by the constituent who raised this concern would be to increase the limit to 4 dogs. That would allow this individual and others who currently or wish to own 4 dogs to do so and be in compliance with City ordinances.

3. Adopt an Ordinance with Variable Limits on Dog Ownership

An amended ordinance could draw a distinction between the permissible number of dogs based on the nature of the property involved. For example, Auburn draws a distinction between single family and multi-family properties. Other jurisdictions tie the allowable number of dogs to the size of the lot on which the animals are located. While this appears to take into account the potential for nuisance and care issues related to numerous dogs located either in one unit of a multi-family property or on a single family property with limited yard and buffer, this would most likely not resolve the issue of the constituent who appeared before you and would both increase the administrative burden associated with dog licensing and cause potential confusion among the public as to how many dogs are permissible.

4. Adopt a Limit But Allow for a Larger Number by Special Permit

A number of communities have adopted ordinances that limit dogs to a specific number, with 3 or 4 being the number most often selected. Some communities then offer a permit that allows for additional dogs subject to certain conditions. These communities normally also have a maximum upper limit for the number of dogs allowed on a particular property. This approach would require initial and annual inspections of the premises to ensure that they are adequate for the care of the animals, the animals are well maintained, and potential nuisances (such as the lack of adequate yard sanitation) are addressed. A copy of such an ordinance from Omaha, Nebraska is attached.

5. Eliminate the Limit

The final option would be to simply repeal the section of our ordinance limiting the number of dogs.

We believe that there are sound reasons to limit the total number of dogs allowed on an individual property, including ensuring an area's tranquility and protecting neighbors against the potential for greater noise and sanitation issues, protecting the health and welfare of the dogs, and limiting enforcement efforts involving animal nuisance issues.

It should be noted that our zoning ordinance addresses land use requirements for kennels that keep more than three dogs for breeding or other commercial purposes. They can only be located in the Office Service and Urban Enterprise zones as a permitted use and in the Rural Agricultural zone as a conditional use. As a conditional use in the RA zone, the Planning Board must conclude that the proposed kennel would not have a significant adverse impact upon the value or quiet possession of surrounding properties greater than would normally occur from permitted uses in that zoning district. Given this, it is clear that our zoning ordinance recognizes that a large number of dogs can create issues that would adversely affect surrounding properties, particularly relatively dense urban or suburban residential areas. Since we do not permit a commercial kennel to be established in a dense residential area, it seems inconsistent for us to allow a single residential property to have as many or more dogs than might be present at a licensed kennel.

Enforcement

Enforcing municipal ordinances is not always easy or straightforward, and can become even more so when the emotional issues surrounding pet ownership are involved. First, violations of municipal ordinances are civil, not criminal. As a result, they are not processed through the criminal justice system where violations are investigated by the police and reviewed by a district attorney prior to formal court proceedings.

When our animal ordinances are violated, we initially contact the owner to discuss the complaint and seek voluntary compliance. If it is not clear that the party has complied, we must investigate the situation and document the existence of a violation, either through direct observation by our animal control officer or testimony from others who have observed the violation and who are willing to provide that testimony during civil proceedings in court. If we conclude a violation continues, we then issue a summons that requires a court appearance. Should the court uphold the summons and issued an order to abate the violation and/or impose a fine, we must then check to see if the violation has been abated or eliminated. If it has not, we must go back to court to seek further penalties for failing to comply with a court order. All of this takes time and resources, and, as with other municipal code violations, our primary interest is to seek compliance, not penalties. It should be noted that we are rarely required to issue summons and take violators to court since most individuals agree to voluntarily comply with our ordinances.¹

The clearer the ordinance standard for a violation, the easier seeking compliance becomes. For example, if our ordinance allows 4 dogs and there are 5 dogs present, it is a clear violation. Barking and sanitation issues may not be as clear. At what point does a neighbor's barking dog

¹ Last year, we received 788 animal control complaints, most of which involved dogs. Typical complaints include dogs running at large, reports of vicious dogs, and occasional animal bites. Generally, these complaints are handled and resolved by informal actions on the part of our Animal Control Officer. Only five individuals were summonsed to court for violations in 2015.

become a nuisance? When do feces left in a yard become a sanitation problem? The clearer the standard, the easier it is to enforce.

Limitation on Authority

A question also came up at the workshop as to whether the City has the authority to enter onto private property to seize a dog if that property is over the current 3 dog limit. The applicable provision of the Code is:

Sec. 14-24. Right of entry.

- (a) The ACO is hereby authorized to enter upon any fenced or unfenced lot, tract or parcel of land for the purpose of capturing, impounding and/or quarantining any animal upon having probable cause to believe said animal to: Have bitten, injured or otherwise attacked a human being or other animal; to have, or have been exposed to rabies or another communicable disease posing a danger to the public health, safety or welfare; or otherwise pose a clear and present danger to human beings or other animals. This authorization is granted due to the emergency created by the potential rabies hazard or danger of injury to persons or other animals, and in recognition of the likelihood that such animals will otherwise escape capture. As a matter of policy, ACO's shall not enter upon private property to capture and/or impound any animal known to belong to the owner of said property without probable cause to believe said animal poses a threat or danger to property, human beings or other animals.
- (b) Furthermore, should the ACO be unable or not permitted to gain entry to a property or premises where a dangerous animal(s) is believed to be present, the ACO or any law enforcement agent may seek an ex parte order from the district court or superior court for authorization to take possession of the dangerous animal.

This section of the Code authorizes the ACO to enter onto a property -- but only to seize an animal that has bitten or attacked another person or animal or which has been exposed to rabies or other communicable disease posing a danger to public health, welfare, etc. Further, section (b) clarifies that the owner of the property can refuse entry, even under these circumstances, requiring the ACO to seek a court order to take possession. I have reviewed this with both Chief Bussiere and the City Attorney who concur that the City is not authorized to enter private property to seize a dog if the property exceeds the three dog limit.

Recommendation

As noted above, some limitation on the total number of dogs allowed on a property seems appropriate and defensible, especially given the restrictions on kennels in our zoning ordinance. While selecting a specific number is somewhat arbitrary, this option would be our first choice. It would also align with our desire to maintain an administratively simple system and to have clear and unambiguous standards for what is allowed. See the attached memo from our Animal Control Officer and Police Lieutenant Adam Higgins.

If the Council wishes to go further, we would recommend adopting a permit system that would allow for a larger number subject to certain conditions, but which would still impose a maximum limit.

As noted above, the Council does have other alternatives including retaining the current three dog limit or eliminating the limit all together.

Once we have Council direction, we will prepare the appropriate ordinance amendment.

LEWISTON CITY COUNCIL

MEETING OF APRIL 19, 2016

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 5

SUBJECT:

Public Hearing and Final Passage for re-zoning of the property at 200 College Street.

INFORMATION:

Fred Greenwood from Rubellite LLC, property owner of 200 College Street, has submitted a petition to the City to rezone that property from the Institutional Office (IO) District to the Neighborhood Conservation "B" (NCB) District to allow for lodging house use as permitted in support of their interest in developing the property.

The Planning Board held a public hearing on this proposal at their March 14, 2016 meeting and voted 5-2 to recommend passage of this item.

Please see attached material from City Planner David Hediger.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested item.

EAB/Kmm

REQUESTED ACTION:

1	2	3	4	5	6	7	M
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That the proposed amendment to re-zone the property at 200 College Street from the Institutional Office (IO) District to the Neighborhood Conservation "B" (NCB) District receive final passage by a roll call vote.

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 rezoning the parcel more fully described in Exhibit "A" attached hereto, and as shown on Exhibit "B," said parcel being located at 200 College Street, Lewiston, Maine, from the Institutional Office (IO) zoning district to the Neighborhood Conservation "B" (NCB) zoning district.

REASONS FOR THE PROPOSED AMENDMENT

The Petitioner Rubellite, LLC (Fred Greenwood, Sole Member) proposes to remove the Property from the IO District, ~~"The purpose of the institutional office district is to provide areas within the city of the location of major community facilities including hospitals, school, colleges and similar institutions. The standards of the district are designed to provide these institutions with flexibility within their property limits but to establish safeguards to protect adjoining residential areas from undesirable impacts associated with these uses"~~, to the NCB District, the statement of purpose for which is: "The purpose of the neighborhood conservation "B" district is to promote the stability and improvement of older multifamily residential neighborhoods by requiring the development of new buildings or the replacement, reuse or conversion of existing buildings to conform to the type and density of housing existing within the immediate neighborhood. The standards of the district allow multifamily housing while encouraging the upgrading of this housing stock."

The Petitioner proposes that the enacting clause relating to this petition shall be: "The City of Lewiston hereby ordains that as to the real estate located at 200 College Street in Lewiston, Maine, said real estate shall be located in the Neighborhood Conservation "B" Zoning District, subject to all requirements applicable to said real estate as set forth in the Lewiston Zoning and Land Use Code, as amended."

The reasons for the proposed amendment are as follows. The Petitioner has been operating the Property as a lodging house for the benefit of Bates College students since purchasing and thereafter renovating the Property in 2012. The Petitioner's current use of the Property is entirely consistent with the prior and similar historic use of the Property by the prior owner, Sisters of Charity. Based on City records, Sisters of Charity was approved by the City to operate the Property as a group home in 1985. This use was continued uninterruptedly from 1985 to

approximately 2008. In 2008, and continuing through early 2012, according to all available information, the building was not used for any purpose and was essentially vacant. At some point between 2008 and 2012, the office of the City Assessor characterized the Property as a three (3) unit multifamily building. The Property was then listed for sale by a local real estate office, which produced the standard Multiple Listing Service Property Summary form (a/k/a Agent Synopsis). This form represented to all potential purchasers that the Property was a three (3) unit multifamily building, consistent with the City Assessor's records. In reliance on this information, which the Petitioner confirmed with the City Assessor's office prior to closing, the Petitioner purchased the Property.

After purchase, Mr. Greenwood began substantial upgrades and renovations to the building, applying for and receiving all appropriate City permits while representing the three (3) family characterization of the Property consistent with the City Assessor's records. These upgrades and renovations were also performed in cooperation with the Lewiston Fire Department, which recommended the removal of the then existing fire alarm system due essentially to its age. The existing sprinkler system remains in the building and is fully operational, and was allowed to remain due to the reliance by the Fire Department on the City's characterization of the Property at that time as a three (3) unit multifamily building. Mr. Greenwood complied by removing the fire alarm system, and upon completion of renovations, has been leasing the property to Bates students each year, including existing contracts for lease for the 2016-2017 calendar year. Mr. Greenwood was unaware that the Property at some point after acquisition had been re-characterized by the City, from a three (3) unit multifamily building to a lodging house.

Recent action taken by the Department of Planning and Code Enforcement was the first indication to the Petitioner that the designated zoning district for the Property did not allow the Property to be used as a lodging house. In immediate response to this City action, Mr. Greenwood met with City officials and representatives of the Fire Department. The Fire Department strongly urged that a Code compliant fire alarm system be installed, which the Petitioner has agreed to and is currently undertaking. However, since the Department of Planning and Code Enforcement has indicated the Property can only be used as a single family residence under the current IO district designation, which use is entirely inconsistent with both the historical use of the building on the Property and its original construction as a multifamily structure, the Petitioner is requesting that the Property be included in the NCB District.

The current use of the Property, as well as its historic use back to the mid 1980's, is far greater in consistency with the parameters of the NCB District than the IO District. Neither the former nor current uses of the Property, as the IO District states, constitute an undesirable impact on adjoining residential areas. Conversely, the Property has been, and continues to be, used in a manner which the NCB District expressly prefers; namely, the improvement of older multifamily residential neighborhoods by the reuse of existing buildings conforming to the type and density of housing existing within the immediate neighborhood. There are other parcels in the immediate vicinity of the Property which engage in identical uses to the present use of the Property, particularly since the NCB District lies immediately adjacent to and behind the Property. All actions taken by Mr. Greenwood since acquiring this Property have been consistent with those representations and information available at the time of acquisition and thereafter, but more importantly, consistent with the historical use of the Property and the Comprehensive Plan for the City.

CONFORMANCE WITH COMPREHENSIVE PLAN

The petition before you is consistent with the City's Comprehensive Plan (CP), for the reasons stated above and also based on the following. The CP encourages the rehabilitation or adaptive re-use of existing buildings and residential units (Page 68, subsections 8 and 9). The CP advocates that the City accomplish these goals through Code amendments and rezonings (Page 71, Section H(1)). In addition, the current and future tenants of the Property provide the diversity of residents living in the College Street neighborhood, discouraging segregation and stratification, all in conformance with the CP (Page 68, subsection 10). Furthermore, this rezoning will accomplish better utilization of existing housing stock and related resources in meeting the needs of Bates College (Page 125, subsection 15). The CP encourages and promotes affordable and decent housing opportunities for all Lewiston citizens, which will continue to allow a diverse range of housing types in the community (Policy 5, Pages 135-136). Without this rezoning, a number of college students may be compelled to live further away from campus, placing additional strains on the City's infrastructure (traffic, pollution, parking), and will run contrary to the CP's stated goals of advancing alternative transportation (in particular, pedestrian and bicycle use, particularly with Bates students, given the close proximity of the Property to the College proper) (Page 131, subsection 7).

Lastly, the granting of this petition will promote and advance the goals outlined in the City's March 2015 "Legacy" draft of its revised CP. In relevant part, the proposed SD-CM Bates Campus Special District contemplates a new approach to this special and unique area of the City, and expressly targets the current IO District to be re-zoned to address the needs of the College. Specifically, the report (Page 124) states: "Bates University, because of its function and design, requires a unique set of standards to accommodate large detached buildings, buildings that face onto internal greens and other qualities seen in a campus environment. This Special District is assigned to Bates College. It includes the City's current Institutional Office zone, which would be rezoned as a form-based Special District." The report also outlines a number of guiding principles, highlighting the City's vision to "strengthen neighborhoods and expand housing choice", by providing "a greater range of housing choices to meet the needs of young adults, families, retirees, seniors, immigrants, refugees and people of different income levels. Housing types should include small houses, multi-family buildings, live-work units, accessory dwelling units and single family homes. A more intentional and diversified housing strategy is critical to the City's quality of life and economic growth". (Page 116). Legacy emphasizes the need to simplify property use rules in order to make easier the redevelopment of buildings that respect the character of the existing neighborhood. One of the ways to accomplish this is to encourage reinvestment in older, higher density residential neighborhoods by allowing full utilization of existing buildings and flexible parking requirements (Page 128 under the CD4 outline). Mr. Greenwood's efforts to date have done just that...reinvesting in an old, then unused building in a high density neighborhood, to restore it to its full and historic utilization, while respecting the character of the neighborhood. The current use of this Property, if preserved by the granting of this rezoning petition, will be in lock step with the City's vision to create this special District.



CITY OF LEWISTON

Department of Planning & Code Enforcement

**TO: Mayor Robert E. Macdonald
Members of the City Council**

FR: David Hediger, City Planner

DT: March 29, 2016

RE: Petition to rezone 200 College Street

Fred Greenwood, sole member of Rubellite, LLC, submitted a petition to the Planning Board to rezone his 200 College Street property from the Institutional Office (IO) district to the Neighborhood Conservation "B" (NCB) district to include, but not be limited to, the permitting of lodging houses.

This property of approximately 5,000 square feet consists of a three-story structure that was lawfully used as a group care facility from 1985 to 2008. Prior to 1985, it had been used as a three-unit multifamily dwelling. In 2012, Mr. Greenwood purchased and renovated the property and has since rented it to Bates College students. Several months ago, Lewiston Fire Prevention and Code Enforcement inspected the property due to a possible violation of fire code occupancy requirements and determined that the structure exceeded said requirements. It was also determined that the property is being used as a lodging house, which is not a permitted use in the IO district. The adjacent NCB district and the IO district permit multifamily dwellings; however, given minimum net lot area requirements the property cannot be converted back to a three-unit multifamily dwelling. The current zoning would limit residential use to a single family dwelling. The proposed rezoning will provide Mr. Greenwood with the option to either establishing a lodging house or a two-family dwelling at this location.

Expanding the abutting NCB district to include 200 College Street is a reasonable and appropriate request given the existing zoning, allowed uses, and densities within proximity to this property. When looking at the three remaining IO zoned properties on this block, it could be argued that they should be included in the NCB district as well given their uses and lots sizes; however, at this time, the request is limited to 200 College Street.

During the Planning Board's March 14th public hearing on this matter, two neighbors expressed concerns about the impact college students have on the neighborhood with respect to parking, noise, and other disturbances.

Staff will be in attendance at your April 5th public hearing on this matter to field any questions that you may have.

*Quitclaim Deed
With Covenant*

Know All Men by these Presents, that St. Mary's Health System, formerly known as Sisters of Charity Health System, Inc., a Maine non-profit company with a mailing address of 93 Campus Ave., P.O. Box 7291, Lewiston Maine 04243-7291, ("Grantor"), for consideration paid by Rubellite, LLC, a Maine limited liability company with a mailing address of 195 Center Street, Auburn, Maine 04210 ("Grantee"), does hereby grant unto said Grantee, with Quitclaim Covenants, a certain lot or parcel of land, with any building thereon, situated in Lewiston, County of Androscoggin, and State of Maine, bounded and described as follows:

(200 College Street, Lewiston). A certain lot or parcel of land in Lewiston, County of Androscoggin, State of Maine, together with any buildings thereon, bounded and described as follows:

Beginning at an iron pin in the ground at the most easterly corner of a lot of land on the northwesterly line of College Street in said Lewiston sold to John Foss by William P. Frye, Sarah C. Frye and Addie Dawes, formerly all of Lewiston, Maine; thence northwesterly by the line of said John Foss lot of land about one hundred six (106) feet to an iron pin in the ground marking the most northerly corner of said John Foss lot of land; thence northeasterly by a lot of land sold by said William P. Frye, Sarah C. Frye and Addie Dawes to Chester M. Lord, fifty (50) feet to an iron pin in the ground; thence southeasterly on a line parallel with said John Foss lot of land about one hundred four (104) feet to an iron pin in the ground on said northwesterly line of College Street; thence southwesterly by said northwesterly line of College Street, fifty (50) feet to the point of beginning.

This conveyance is subject, however, to the restriction that no building shall be erected or maintained on said premises nearer the line of College Street than fifteen (15) feet.

Being the same premises conveyed to Sisters of Charity Health System, Inc. by Warranty Deed from Campus Holding, Inc., successor to Campus Properties, Inc., dated December 30, 1994 and recorded in the Androscoggin County Registry of Deeds in Book 3372, Page 214.

In Witness Whereof, St. Mary's Health System, by and through its undersigned authorized Chief Financial Officer, Carolyn M. Kasabian, has hereunto set her hand and seal this 27th day of January, 2012.

MAINE REAL ESTATE
TRANSFER TAX PAID

St. Mary's Health System

Lou J. Tame
Witness

By: Carolyn M. Kasabian
Carolyn M. Kasabian, Chief Financial Officer

State of Maine
Androscoggin, ss.

January 27, 2012

Then personally appeared the above named Carolyn M. Kasabian, Chief Financial Officer of St. Mary's Health System and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of St. Mary's Health System.

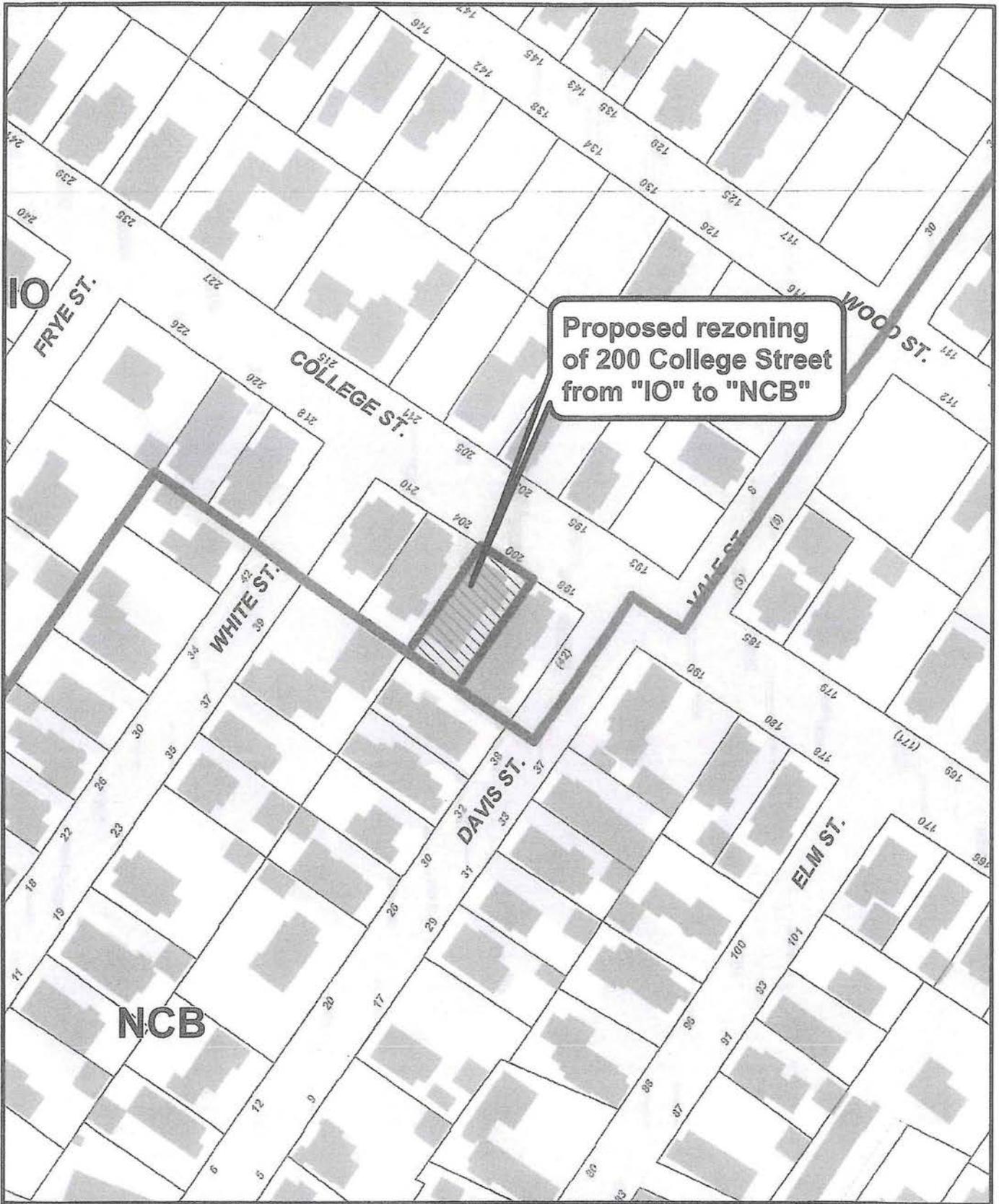
Before me,

Pamela M. Beaulé **SEAL**
Notary Public/Attorney at Law

PAMELA M. BEAULÉ
Notary Public, Maine
Print Name My Commission Expires July 18, 2013

1367591-1

ANDROSCOGGIN COUNTY
TINA H CHOUINARD
REGISTER OF DEEDS



Proposed rezoning
of 200 College Street
from "IO" to "NCB"

NCB



Proposed Rezoning 200 College Street

January 2016

**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 (insert and describe your zoning amendment here) described in the exhibits attached hereto:

Melina Hyde Melina Hyde 26 Thorne Ave. Lewiston 2/13

	SIGNATURE	PRINTED NAME	PHYSICAL STREET ADDRESS (No PO Boxes)	DATE
1	<i>Damecia D Hyde</i>	Damecia D Hyde	26 Thorne Ave Lewiston	2/13
2	<i>James P. Hyde Jr.</i>	JAMES P Hyde JR.	26 Thorne Ave. Lewiston	2/13
3	<i>Marilyn H. Stevens</i>	Marilyn H. Stevens	3 Windsor Place Lewiston, Me.	2/17/16
4	<i>Benjamin M. Stevens</i>	Benjamin M. Stevens	3 Windsor Place Lewiston, Me	2/17/16
5	<i>Robert T. Ray</i>	Robert T. Ray	49 Tomahawk Drive Lewiston, Me	2/17/16
6	<i>Ricky Brochu</i>	Ricky Brochu	204 College St Lewiston	2/18/16
7	<i>Joseph Dean Paulson Jr.</i>	Joseph Dean Paulson Jr.	555 Bates College Lewiston	2/18/16
8	<i>Elizabeth Horstmyer</i>	Elizabeth Horstmyer	200 College St, Lewiston	2-18-16
9	<i>Karl Rickett</i>	Karl Rickett	200 College St. Lewiston	2-18-16
10	<i>Emma Brinkman</i>	Emma Brinkman	200 College St. LEWISTON	2/18/16
11	<i>Sarah Koe</i>	Sarah Koe	Bville St Lewiston, ME, 04240	2/18/16
12	<i>Uz Dildrey</i>	Uz Dildrey	Bville St Lewiston, ME, 04240	2/18/16
13	<i>Jackson Moore</i>	Jackson Moore	210 College Street Lewiston, ME, 04240	2/19/16
14	<i>Colby Spehler</i>	Colby Spehler	255 North Brookwell St Lewiston ME, 04240	2/18/16
15	<i>William Cleaves</i>	William Cleaves	200 College St. Lewiston	2/16/16
16	<i>Catherine DiPietro</i>	Catherine DiPietro	200 College St Lewiston	2/18/16
17	<i>Nicole Cueli</i>	Nicole Cueli	200 College Street Lewiston ME, 04240	2/19/16
18	<i>Claire Poussard</i>	CLAIRE POUSSARD	240 Old Webster Rd - Lew	2-19-16
19	<i>Ronald L. Poussard</i>	RONALD L. POUSSARD	240 Old Webster Rd Lew	2-19-16
20	<i>Jeanne Martin</i>	Jeanne Martin	246 Old Green Rd	2-23-16
21	<i>Denise C Dube</i>	Denise Dube	16 Barron Ave Lew	2-24-16

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.

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: 18 Total Invalid: 4

Carroll Sivett

Signature of Registrar/Deputy Registrar

2/2/20 Date:



200 College St



Fred Greenwood

Homes - Land - Multi-family - Commercial - Business

Phone: 207-376-3124

Cell: 207-754-8281

Fax: 207-783-4994

Email: fredgreenwood@kw.com

Website: fredgreenwood1.point2agent.com

200 College St



Type: Other
Style: Other
Bed(s): 12 "13 - 14 bedroom home"
Bath(s): 3
Basement: Yes, Full
Size: 4,836 sq. ft.
Lot Type: Rectangular

Description

Renovations completed on this classic wood frame home near Bates College.

Features: 5 minute walk to Campus Ave; 3 full bathrooms; 2 laundry rooms; large modern kitchen with adjoined living room; hardwood floors; tastefully painted rooms and common areas; partly furnished.

Safety features: hardwired smoke/Co detectors; fully sprinklered building.

Features

Interior Features

Alarm System Carpeted Floors Hardwood Floors Laundry Room Window Covers

View

City Lights Park

Heating

Hot Water / Steam Natural Gas Zoned

Lot Features

Front Porch Landscaped Trees / Shrubs

Exterior Finish

Vinyl

Roof

Asphalt Shingles

Appliances

Dishwasher Dryer Garbage Disposal Oven Range Refrigerator Washer

Sewer/Water Systems

Public Water District

Extra Features

Cable Available High Speed Internet Available Public Transportation Reserved Parking Storage Unfurnished

Photos



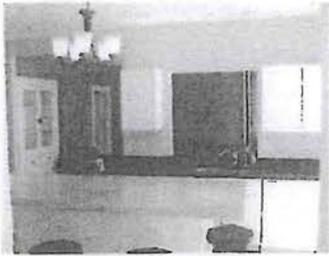
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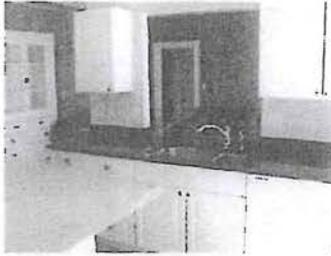
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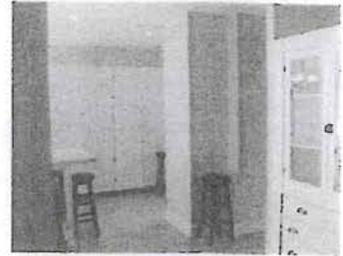
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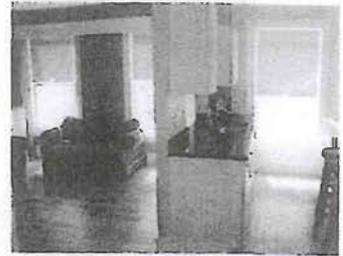
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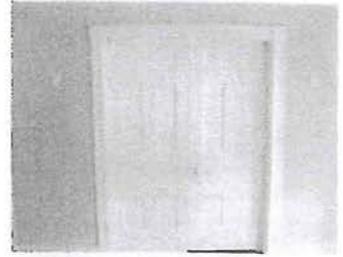
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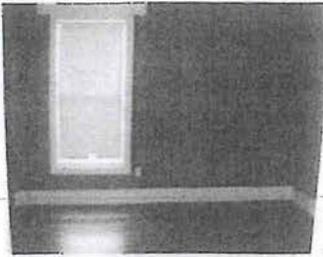
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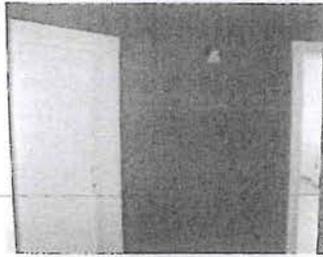
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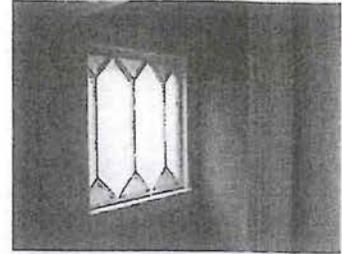
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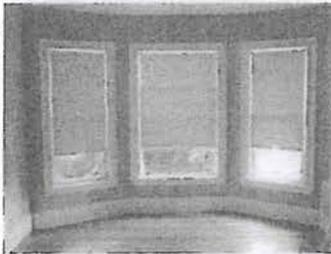
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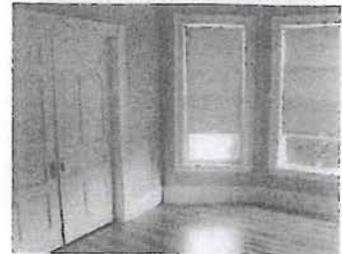
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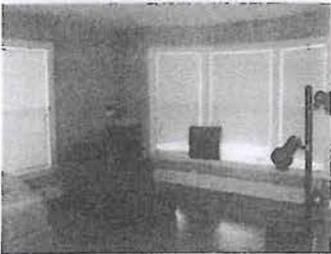
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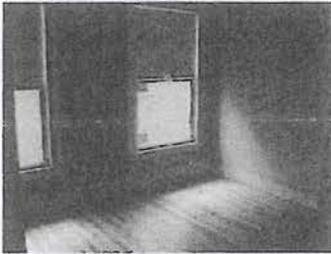
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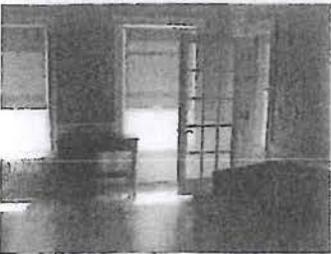
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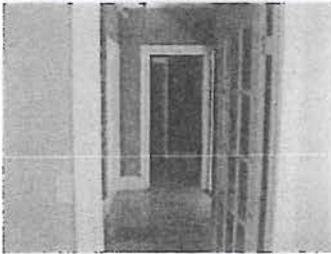
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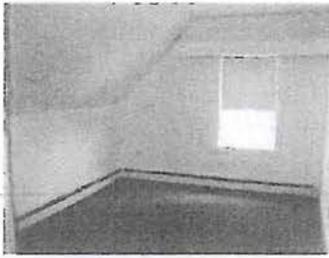
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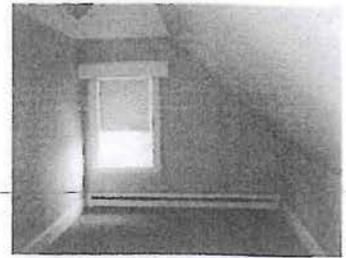
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100 4117



100 4994



100 4992



20141009 143245



20141009 143131



20141009 143141



20141009 143213



20141009 143227



20141009 143236

Land Use Table: All Zoning Districts 01.15.15	Neighborhood Conservation on "B" (NCB)	Institutional Office (IO)
USES(15)(33)		
Accessory use or structure	P	P
Commercial-Service		
Veterinary facilities excluding kennels and humane societies		P
Veterinary facilities including kennels and humane societies		
Small day care facilities	P	P
Day care centers		P
Day care centers accessory to public schools, religious facilities, multifamily or mixed res. developments, and mobile home parks	C(22)	
Business and professional offices including research, experimental, testing laboratories, engineering, research, management and related services	C(31)	P
Restaurants		P(5)
Drinking places		
Adult business establishments		
Hotels, motels, inns		P(4)
Movie theaters except drive-in theaters		
Places of indoor assembly, amusement or culture		
Art and crafts studios	C	C
Personal Services	P	P
Retail stores		
Neighborhood retail stores	P	C
Lumber and building materials dealer		
Gasoline service stations		
Gasoline service stations which are a part of and subordinate to a retail use		
New and used car dealers		
Recreational vehicle, mobile home dealers		
Equipment dealers and equipment repair		
Automotive services including repair		
Registered dispensary(27)		
Registered primary caregivers engaged in the cultivations of medical marijuana for two to five registered patients.		
Tattoo Establishments		
Industrial		
Light industrial uses		
Industrial uses		
Building and construction contractors		
Fuel oil dealers and related facilities		
Wholesale sales, warehousing and distribution facilities and self-storage facilities		
Self storage facilities		
Commercial solid waste disposal facilities		
Junkyards and auto graveyards		
Recycling and reprocessing facilities		
Private industrial/commercial developments(23)		
Transportation		
Airports or heliports		
Commercial parking facilities	C	C
Transit and ground transportation facilities		
Transportation facilities		
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	P
Power transmission lines, substations, telephone exchanges, microwave towers or other public utility or communications use	C	C
Municipal buildings and facilities	C	C
Preservation of historic areas; emergency and fire protection activities; bridges and public roadways		
Dams		

Land Use Table: All Zoning Districts 01.15.15	Neighborhood Conservation on "B" (NCB)	Institutional Office (IO)
Institutional		
Religious facilities	P	P
Cemeteries	P	
Congregate care/assisted living facilities, institutions for the handicapped, nursing or convalescent homes, group care facilities	C	P
Hospitals, medical clinics,	C	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.	C(13)	P(12)(24)
Civic and social organizations	C	C
Public community meeting and civic function buildings including auditoriums		P
Residential		
Single-family detached dwellings on individual residential lots	P(2)	P(2)
Mobile homes on individual residential lots		
Two-family dwellings	P	
Multifamily dwellings in accordance with the standards of Article XIII	P	P
Single-Family attached dwelling in accordance with the standards of Article XIII	P	P
Mixed single-family residential developments in accordance with the standards of Article XIII	P	
Mixed residential developments in accordance with the standards of Article XIII	P	
Mixed use structures	P	P
Lodging houses	P	
Home occupations	P	
Bed and breakfast establishments as a home occupation	P	P
In-law apartments in accordance with the standards of Article XII	P	
Single family cluster development		
Family day care home	P	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	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		
Fitness and recreational sports centers as listed under NAICS Code 713940		

Dimensional Requirements (13) 12.18.2012	Neighborhood Conservation B (NCB)	Institutional Office (IO)
Minimum lot size with public sewer		
Single family detached (24)		
Single family attached		
Two-family dwellings		
Single family cluster development		
Mixed single family residential development (14)		
Mixed residential development (14)		
Multifamily dwellings		
Mixed use structures		
Agriculture		
Religious facilities		
Veterinary facilities		
Other uses		
All permitted uses	None	10,000 sf
Minimum lot size without public sewer (3)		
Single family detached, mobile homes on individual lots (24)		
Single family attached		
Two-family dwellings		
Single family cluster development (1)		
Mixed single family residential development (14)		
Mixed residential development (14)		
Multifamily dwellings		
Mixed use structures		
Agriculture		
Religious facilities		
Veterinary facilities		
Other uses		20,000 sf
Minimum net lot area per du with public sewer		
Single family detached		
Single family attached		
Two-family dwellings		
Mixed single family residential development (14)		
Mixed residential development (14)		
Multifamily dwellings		
Mixed use structures		
All permitted residential uses	120% of average (26)	3,000 sf
Minimum net lot area per du without public sewer		
Single family detached, mobile homes on individual lots		
Single family attached		
Two-family dwellings		
Mixed single family residential development (14)		
Mixed residential development ⁽¹⁴⁾		
Multifamily dwellings		
Mixed use structures		
All permitted residential uses		
Minimum frontage		
Single family detached, mobile homes		
Single family attached		
Two-family dwellings		
Single family cluster development (with multiple vehicular accesses)		
Mixed single family residential development (with multiple vehicular accesses) ⁽¹⁴⁾		
Mixed residential development (with multiple vehicular accesses) (14)		
Multifamily dwellings (with multiple vehicular accesses)		
Mixed use structures		
Agriculture		
Religious facilities		
Veterinary facilities		
Other uses		
All permitted uses	50 ft	100 ft
Minimum front setback		
Single family detached, mobile homes on individual lots		
Single family attached		

Dimensional Requirements (13) 12.18.2012	Neighborhood Conservation B (NCB)	Institutional Office (IO)
Two-family dwellings		
Single family cluster development		
Mixed single family residential development (14)		
Mixed residential development (14)		
Multifamily dwellings		
Mixed use structures		
Agriculture		
Religious facilities		
Veterinary facilities		
Other uses		
All permitted uses	10 ft (21,22)	30 ft (17, 27)
Minimum front yard		
Single family detached, mobile homes on individual lots		
Single family attached		
Two-family dwellings		
Single family cluster development		
Mixed single family residential development (14)		
Mixed residential development (14)		
Multifamily dwellings		
Mixed use structures		
Religious facilities		
Veterinary facilities		
Other uses		
All permitted uses	10 ft (21,22)	10 ft (17)
Minimum side and rear setback		
Single family detached, mobile homes on individual lots		
Single family attached		
Two-family dwellings		
Single family cluster development		
Mixed single family residential development (14)		
Mixed residential development (14)		
Multifamily dwellings		
Religious facilities		
Mixed use structures		
Veterinary facilities		
Farm structures for keeping of animals		
Other uses		
All permitted uses	5 ft	20 ft
Minimum side and rear yard		
Single family detached, mobile homes on individual lots		
Single family attached		
Two-family dwellings		
Single family cluster development		
Mixed single family residential development (14)		
Mixed residential development (14)		
Multifamily dwellings		
Mixed use structures		
Religious facilities		
Veterinary facilities		
Farm structures for keeping of animals		
Other uses		
All permitted uses	5 ft (16,21)	10 ft (16,17)
Maximum height		
Agriculture		
Other permitted uses	65 ft	75 ft
Hospital, nursing homes and medical offices		120 ft
Ratios		
Maximum lot coverage	0.65	0.75(28)
Maximum impervious coverage	0.85	0.75(28)



City of Lewiston
Planning & Code Enforcement
Gil Arsenault, Director
MEMORANDUM



To: City Clerk's Office
City Council Members
Mayor Robert E. Macdonald

From: David Hediger

Date: March 25, 2016

Subject: Planning Board Action

The Planning Board took the following action at their meeting held on March 14, 2016 regarding the rezoning of 200 College Street:

The following motion was made:

MOTION: by **Paul Madore** 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 based upon the proposal submitted by Rubellite, LLC to rezone the property at 200 College Street from the Institutional Office (IO) district to the Neighborhood Conservation "B" (NCB) district Second by **Sandra Marquis**.

VOTED: **5-2 (Passed)**
Michael Marcotte & Pauline Gudas Opposed
Michael and Pauline noted they did not like the request being limited to a single property and that it should have included the other three properties zoned IO on that block.

Discussion continued whether the Board should initiate an amendment at this time to include the additional properties. Staff suggested reaching out to those property owners to see if they are interested.

c: Ed Barrett, City Administrator
Planning Board Members

The City of Lewiston is an EOE. For more information, please visit our website at www.lewistonmaine.gov and click on the Non-Discrimination Policy.

LEWISTON CITY COUNCIL

MEETING OF APRIL 19, 2016

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 6

SUBJECT:

Order Approving the Sale of City Owned Real Estate located at 159-177 Lisbon Street to Szanton Monks Properties, LLC.

INFORMATION:

Szanton Monks Properties, LLC is a Maine development company that is interested in acquiring the land located at 159-177 Lisbon Street. This land is city owned and has been vacant since a fire in 2006. The company plans to develop a project at this site that will create new housing that is both affordable and market rate and will also include new retail or restaurant space on the first floor. The plans call for a five story building which will include 71 apartment units.

A map that shows the location of 159-177 Lisbon Street is attached.

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 Order Approving the Sale of City Owned Real Estate located at 159-177 Lisbon Street to Szanton Monks Properties, LLC.



CITY OF LEWISTON, MAINE

April 19, 2016

COUNCIL ORDER

Order, Approving the Sale of City Owned Real Estate Located at 159 – 177 Lisbon Street to Szanton Monks Properties, LLC

Whereas, the City is in receipt of a Purchase and Sale Agreement from Szanton Monks Properties, LLC seeking to purchase 159 – 177 Lisbon Street from the city for \$152,140; and

Whereas, this land is currently assessed at \$129,360; and

Whereas, Szanton Monks Properties, LLC is seeking to acquire this real estate in order to develop a mixed use, mixed income property on the site which will include approximately 71 apartments in a five story building on the Canal Street Alley side of the building and which will have retail along the majority of the Lisbon Street frontage of the building; and

Whereas, the project will be financed in part with Low Income Housing Tax Credits, which are awarded annually on a competitive basis by MaineHousing; and

Whereas, to be competitive in securing those tax credits, the developer will also be seeking Tax Increment Financing support that returns 50% of the new taxes generated and paid by the project back to the developer for a period of 15 years, as well as \$325,000 in HOME or other federal support toward development and management of the project, requests which will be submitted to the Council for approval at a later date; and

Whereas, development of this project will redevelop a blighted portion of Lisbon Street that has been vacant since an arson fire in 2006 required demolition of the structures on the site; and

Whereas, development of this project will create new housing at both affordable and market rents as well as new retail/restaurant space in the heart of the downtown, bringing new people, energy, and vitality to the downtown, which will spur and support other development in the area;

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

The terms of the attached Purchase and Sale Agreement submitted by Szanton Monks Properties, LLC are hereby approved and the City Administrator is hereby authorized to execute it on behalf of the City.

Economic and Community Development

Lincoln Jeffers

Director



To: Honorable Mayor and Members of the City Council
From: Lincoln Jeffers
RE: Developer Interest in 159 -177 Lisbon Street
Date: April 14, 2016

The City has received a Purchase and Sale offer from Szanton Monks Properties LLC to acquire 159 -177 Lisbon Street from the city (map attached). The parcel is 12,500 s.f. in size and is assessed at \$129,360. The price offered for the land is \$152,140. A draft of the Purchase and Sale Agreement is attached. The buyer is also in negotiations with the owner to purchase 149 and 155 Lisbon Street.

This land has been vacant since an arson fire in 2006. The City acquired this real estate on January 30, 2015. The City received this parcel in exchange for 60 Canal Street, which is a parking lot located behind 133 Lisbon Street (McGillicuddy Building). No money was exchanged between the parties in that land swap.

Szanton intends to construct a mixed-income, mixed use building on the site. The sale is contingent upon Szanton being successful in its application for Low Income Housing Tax Credits for which they will applying later this year. The project is still early in the conceptual phase, but plans call for retail space along the majority of the Lisbon Street frontage with 3-stories of apartments above. The project will likely have a total of 71 one-bedroom apartments with a mix of market rate and workforce housing. The basement level space below the retail will be used for dedicated tenant storage, fitness room, coin-op laundry room, and property management offices. The Canal Street Alley side of the building will have five stories of apartments.

The affordable one-bedroom units will be targeted to households making between \$20,000 and \$29,000 annually.

Parking for the facility will be in the Centreville Garage, with Szanton including 1 parking space per apartment in the garage as part of the rent. Szanton wishes to enter into a long term lease for those parking spaces, paying the market rate.

Nathan Szanton presented the current concept designs for the project to the Planning Board on April 11th. The Planning Board voted 7-0 to send a favorable recommendation to the City Council regarding the disposition of 159-177 Lisbon Street.

The City has had a positive experience with the Szanton Company. They were the developer and are the owner of The Lofts at Bates Mill, which is a 48-unit mixed income housing project. Fifteen of the apartments are market rate, the others are workforce housing. The project leased up ahead of schedule and, other than occasional short term vacancies between tenants, has been full ever since. The project currently has a waiting list. The Szanton Company has a sister property management company, Saco Falls Management, that only manages Szanton owned properties, which, in addition to The Lofts at Bates Mill, includes three apartment complexes in Portland, one in Biddeford, and one in Exeter, New Hampshire. They have another mill redevelopment project under construction in Biddeford. All Szanton Company projects include mixed income housing.

The total estimated cost of this project is \$15 million with \$11 million projected for construction. A key component of the project's financing is Low Income Housing Tax Credits (LIHTC). They are awarded annually by MaineHousing through a competitive process. LIHTC funding is limited. In a typical year, 15 projects apply for LIHTC but only 4 or 5 projects receive funding. Szanton has a strong track record in securing LIHTC funding. To be competitive in securing the tax credits, the city is also being asked to provide Affordable Housing Tax Increment Financing (TIF) that will return 50% of the new tax revenues paid for a period of 15 years as well as \$325,000 in HOME funding or other federal support for the project. HOME is a federal funding source that can only be used to support affordable housing. Lewiston is a recipient of HOME funds as part of a consortium with Auburn. This municipal support is needed, not only to be competitive in securing the LIHTC, but financially for the development and operation of the project. Market rents currently do not support the cost of new construction in Lewiston.

If the City Council approves moving forward with this land sale, the Council will be asked in June to approve the creation of a TIF District and Program, to commit HOME funds, and approve the parking lease. The project will be before the Planning Board for development review this summer.

City staff is in support of this project. It will bring people, energy, and tax base to a section of Lisbon Street that has been a blighting influence since a fire destroyed the previous structures in 2006. Residential development is an essential component of downtown revitalization. Development of retail space will add activity and help Lisbon Street have the critical mass needed to thrive as a shopping/entertainment district.

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement entered into by the below-named parties as of the date on which the last to sign of Seller and Buyer have executed this Agreement as shown below next to their respective signatures (the "Effective Date").

1. PARTIES. CITY OF LEWISTON, MAINE, a body corporate and politic under the laws of the State of Maine with a mailing address as set forth below ("Seller" or the "City"), agrees to sell, and SZANTON MONKS PROPERTIES, LLC, a Maine limited liability company with a mailing address also set forth below ("Buyer"), agrees to buy, upon the terms and conditions hereinafter set forth, the real estate described in Paragraph 2 of this Agreement.

2. DESCRIPTION. The real estate to be sold by Seller to Buyer pursuant to this Agreement consists of certain lots or parcels of land, together with any buildings and improvements thereon, and all rights and easements appurtenant thereto, including but not limited to the easements set forth below and subject to the retained easements and conditions set forth below, located at 159 Lisbon Street (known as Map 207, Lot 110) (the "Premises").

(a) An easement for pedestrian and disabled person motorized vehicle access from the boundary of the Premises conveyed across Canal Street alley to the parking garage known as Centreville Garage.

(b) Any easements over Seller's remaining property that may be necessary for the utilities that may be required for Buyer's planned development of the property, including rights to maintain, repair and replace such utilities.

The final location of all of the above-described easements shall be subject to the approval of the Seller and Buyer prior to Closing.

For source of title, reference may be made to Deeds recorded in the Androscoggin County Registry of Deeds in Book 9088, Page 89.

The parties acknowledge the Purchaser's intended use of the Premises to develop high quality professionally managed rental housing and retail space financed in part through the low-income housing tax credit and other sources provided or administered by Maine State Housing Authority. Notwithstanding anything set forth herein or in Schedule A to the contrary, the parties acknowledge and agree that the Premises (including without limitation the easement areas) shall be conveyed utilizing a metes and bounds description based upon a survey of the Premises to be obtained by Buyer at Buyer's expense, which metes and bounds description shall be subject to the consent of Seller, such consent not to be unreasonably withheld, delayed or conditioned. Buyer agrees to obtain such survey in sufficient time to obtain seller's consent at or before the time required for the Buyer to submit the legal description in connection with Buyer's expected application to the City of Lewiston for land use.

3. DEED. The Premises shall be conveyed by municipal quitclaim deed, which deed shall convey good and clear record and marketable title, free from all liens and encumbrances, with the exception of the easements, covenants and restrictions contained herein and those additional easements, covenants and restrictions of record which do not, in the sole opinion of Buyer, adversely affect Buyer's proposed development of the Premises and do not violate or cause a violation of, or are otherwise inconsistent with, (i) any applicable local, state and federal laws, ordinances, rules and regulations; or (ii) any local, state or federal governmental permit, approval, license or consent which is necessary or convenient under applicable local, state and federal laws, ordinances, rules and regulations in order to permit Buyer's proposed development and use of the Premises.

4. PURCHASE PRICE. The purchase price for the Premises is One Hundred Fifty-Two Thousand One Hundred Forty Dollars (\$152,140.00), subject to the provisions of Paragraph 6(b) hereunder, payable as follows:

(a) Within three business days of the execution of this Agreement Buyer shall pay to Seller Five Thousand Dollars (\$5,000.00) as an earnest money deposit (the "Deposit") to be held by the escrow agent _____, and disbursed in accordance with, the terms and conditions of this Agreement. The Deposit shall be increased by Buyer by payment directly to escrow agent of One Thousand Dollars (\$1,000.00) at the expiration of the 180th day after the Effective Date, and then by One Thousand Dollars (\$1,000.00) on or before the end of each full calendar month thereafter (such additional deposits to be non-refundable) until the earlier of (i) closing on Buyer's acquisition of the Premises or (ii) termination of this Agreement; and

(b) The balance of the purchase price less (i) the Deposit(s), as said Deposit(s) shall have been increased as provided in Paragraph 4(a) above, is to be paid to Seller by the Buyer at the time of delivery of the deed by certified or cashier's check, or wire transfer, subject to the credits and proration hereinafter set forth.

(c) The status of the deposit(s) is subject to the provisions of Paragraph 8 hereunder.

5. WITHHOLDING TAX. The Seller is a Maine municipal corporation and, pursuant to 36 M.R.S.A. §5250-A, is not subject to Maine withholding tax.

6. TIME FOR PERFORMANCE/DELIVERY OF DEED.

(a) Closing. Seller's deed and other transfer documents are to be delivered and the consideration paid (the "Closing"), on (i) September 30, 2017, or (ii) on such earlier date not less than seven (7) days following notice from Buyer to Seller thereof, at 11:00 a.m. at the offices of the Buyer's attorney, Drummond Woodsum, 84 Marginal Way, Portland, Maine,

unless otherwise agreed in writing by the Buyer and Seller before the Closing, subject, however, to Buyer's right to extend the Closing pursuant to Paragraph 6(b) below.

(b) Option to Extend the Closing. Buyer shall have the right, upon written notice to Seller, to extend the last day for Closing to September 30, 2018, only in the event that Maine State Housing Authority does not provide a Notice to Proceed with respect to the Property in its competitive round for 2017 Low-Income Housing Tax Credits. Notwithstanding the notice provisions set forth below in this Agreement, the notice to extend the Closing hereunder may be given by facsimile or by transmitting a digital image of a physically signed document by electronic email. In the event that the last date for Closing is so extended through September 30, 2018, then the Closing shall occur on (i) September 30, 2018, or (ii) on such earlier date not less than seven (7) days following notice from Buyer to Seller thereof at the offices of Buyer's attorney, Drummond Woodsum, 84 Marginal Way, Portland, Maine, unless otherwise agreed in writing by Buyer and Seller before the date of the Closing (as extended).

(c) Termination. Unless otherwise terminated earlier pursuant to the terms of this Agreement, this Agreement shall terminate on September 30, 2017. If the time for performance is extended pursuant to Paragraph 6(b) above, the Agreement shall terminate on September 30, 2018.

7. BUYER'S INSPECTIONS. Prior to the date set for Closing hereunder, or as said date may have been extended by Buyer as provided herein, Buyer and Buyer's agents, at their own risk and expense, shall have the right to enter, inspect, survey and conduct such other activities on or around the Premises as are necessary in order to conduct any investigations or inspections or surveys or other research as Buyer may choose to conduct or have performed, including without limitation geotechnical borings. Buyer shall be obligated to reasonably restore the Premises in a workmanlike manner promptly following the completion of any inspection or testing.

8. DUE DILIGENCE. Buyer shall have one hundred eighty (180) days from the Effective Date to conduct its preliminary due diligence. During such one hundred eighty (180) day period, Buyer may terminate this Agreement for any reason by written notice to Seller. Upon any such termination, Buyer shall receive a refund of the entire Deposit previously paid. Upon the expiration of such one hundred eighty (180) day period, unless the one hundred eighty (180) day period has been extended by written agreement of Buyer and Seller, the Escrow Agent shall pay said Deposit to Seller and such portion of the Deposit shall become nonrefundable except as otherwise provided in this Agreement.

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

(a) Transfer Documents. The municipal quitclaim deed and a Maine Real Estate Transfer Tax Declaration of Value;

(b) Underground Oil Storage Tax Certification. A written notice certifying pursuant to 38 M.R.S.A. §563(6) an underground oil storage tank exists and shall disclose its registration number or numbers, the exact location of the facility, whether or not it has been abandoned in place, and that the facility is subject to regulation by the Maine Board of Environmental Protection.

(c) Other Documents. Such other documents as are customarily delivered by Sellers to Buyers of real property in the State of Maine, together with a legal opinion of Seller's counsel satisfactory to Buyer regarding authority of the Seller to perform all transactions contemplated by this Agreement.

10. POSSESSION AND CONDITION OF PREMISES. Full possession of the Premises free of all tenants and occupants is to be delivered at the Closing, the Premises to be as is and in the same condition as they are now, reasonable wear and tear excepted.

11. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM. If Seller shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or, if at the time of the Closing the Premises do not conform with the terms and conditions hereof, then Seller shall use commercially reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the terms and conditions hereof, as the case may be, in which event the time for performance hereof shall be extended for a period of up to forty-five (45) days, or such longer period as shall be agreed to by Buyer.

12. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM. If at the expiration of such extended time Seller shall have failed to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, then, at Buyer's option, the Deposit, together with all interest earned thereon, shall be promptly returned to Buyer and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse of the parties hereto.

13. BUYER'S ELECTION TO ACCEPT TITLE AND CONDITION. In addition to such other remedies available to Buyer under this Agreement, Buyer shall have the election, at either the original or such extended time for performance, to accept such title to the Premises in its then condition as Seller can deliver and to pay therefor the purchase price without deduction, in which case, Seller shall convey such title or deliver the Premises in such condition, except that in the event of such conveyance in accordance with the provisions of this clause the Premises shall have been damaged by fire or casualty insured against, then Seller shall, unless Seller have previously restored the Premises to its former condition, and at Buyer's express election, pay over or assign to Buyer, on delivery of the deed, all amounts

recovered or recoverable on account of such insurance, less any amounts reasonably expended by Seller for any partial restoration.

14. ACCEPTANCE OF DEED. The acceptance of the deed and other transfer documents by Buyer shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms and conditions hereof, to be performed after the delivery of said documents or to otherwise survive the Closing hereunder.

15. USE OF PURCHASE MONEY TO CLEAR TITLE. To enable Seller to make conveyance as herein provided, Seller may, at the time of delivery of the deed and other transfer documents, use the purchase money or any portion thereof, to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed and other transfer documents.

16. RISK OF LOSS. Until delivery of possession of the Premises from Seller to Buyer, risk or loss or damage to Premises by fire or otherwise shall be on Seller.

17. ADJUSTMENTS. All utilities shall be transferred to the Buyer as of the date of closing and the Seller shall be responsible for any utility charges prior to the date of closing, if any. The Buyer shall reimburse the Seller for the cost of heating oil in the tank as of the date of closing, the amount to be added to the purchase price by the Buyer at the time of delivery of the Deed and other transfer documents. The Buyer will pay its share of the real estate transfer tax due on the sale; the Seller is exempt under Maine Law from real estate transfer taxes.

18. BROKERAGE. Seller and Buyer each represent and warrant to the other that no brokers, agents or consultants have been employed with respect to this transaction by either of them. Seller and Buyer agree to indemnify and hold the other harmless from any claim by any other broker or agent claiming compensation in respect of this transaction, alleging an agreement with Seller or Buyer, as the case may be. This agreement to indemnify and hold harmless shall survive the Closing.

19. DEFAULT. Should Seller fail to fulfill Seller's obligations hereunder, Buyer may elect to receive a refund of the Deposit, or to pursue all available remedies, including specific performance and reasonable attorney's fees. Should Buyer fail to fulfill Buyer's obligations hereunder, Seller shall retain the Deposit, together with all interest earned thereon, as liquidated damages as Seller's sole and exclusive remedy at law or in equity for Buyer's default without further recourse to Buyer and Buyer shall be relieved of all obligations hereunder.

20. SELLER'S WARRANTIES AND REPRESENTATIONS. Seller warrants and represents as of the date of execution by Seller of this Agreement and as of each date through and including the Closing that:

(a) That, to the best of Seller's knowledge, the information set forth in any property disclosures delivered by Seller to Buyer in connection with the delivery of this Agreement is accurate and complete;

(b) There is to the best of Seller's knowledge no hazardous or toxic wastes, substances, matters or materials, including but not limited to any material defined as hazardous or toxic from time to time by applicable state, local and federal law, are stored or otherwise located on the Premises or any adjacent property owned by Seller; and

(c) Seller is a Maine body corporate and politic duly organized and existing under the laws of the State of Maine, with full capacity, power and authority to enter into this Agreement and to fully perform the transactions contemplated hereby.

In the event that changes occur as to any warranties and representations set forth in this Agreement, of which Seller has knowledge, Seller will immediately disclose same to Buyer when first available to Seller; and in the event of any material adverse change, Buyer may, at Buyer's election, terminate this Agreement in which case the Deposit, together with all interest earned thereon, shall be promptly returned to Buyer, and the parties shall be relieved of all further obligations under this Agreement, subject to the retention provisions of Paragraph 8.

21. ASSIGNMENT. The rights and obligations of Buyer under this Agreement may be assigned, in whole or in part, by Buyer to an entity in which one of more of the principals of Buyer controls the entity or the entity's general partner, provided that such assignee agrees to assume all of Buyer's obligations hereunder not specifically retained by Buyer. The rights and obligations of Seller under this Agreement may not be assigned without the written consent of Buyer.

22. OTHER UNDERTAKINGS OF BUYER AND SELLER. At or prior to Closing Seller shall enter into a Parking Lease Agreement with Buyer (or Buyer's successors and assigns) under which Seller leases up to 71 parking spaces to Buyer(or Buyer's successors and assigns) in the Centerville Garage located at 62 Canal Street, Lewiston, Maine (the "Parking Lease Agreement"). The Parking Lease Agreement shall have terms that are substantially similar to those contained in the Parking Lease Agreement between Seller and The Lofts at Bates Mill LP dated January 18, 2012. .

23. CONDITION TO CLOSING. The Buyer's obligations to close the transaction contemplated under this Agreement are conditioned upon a prior or simultaneous closing of that transaction and a transaction which is the subject of a similar Purchase and Sale Agreement entered into between The Tim Corporation (as seller) and the Buyer (as buyer) concerning a parcel adjacent to the Premises.

24. MISCELLANEOUS.

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

(b) Any notice relating in any way to this Agreement (except the extension notice referred to in Paragraph 6(b)) shall be in writing and shall be sent by (i) registered or certified mail, return receipt requested, (ii) overnight delivery by a nationally recognized courier, or (iii) hand delivery obtaining a receipt therefor, addressed as follows:

To Seller: City of Lewiston
 27 Pine Street
 Lewiston, Maine 04240
 ATTENTION: Ed Barrett, City Administrator

With copy to: _____

To Buyer: Szanton Monks Properties, LLC
 c/o The Szanton Company
 482 Congress Street, Suite 203
 Portland, ME 04101
 ATTENTION: Nathan S. Szanton

With copy to: John S. Kaminski, Esq.
 Drummond Woodsum & MacMahon
 84 Marginal Way, Suite 600
 Portland, Maine 04101-2480

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

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

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

(e) Any and all prior and contemporaneous discussions, undertakings, agreements (including without limitation any prior Agreements or Memorandums of Agreement previously executed by the parties hereto) and understandings of the parties are superseded by and merged in this Agreement, which alone fully and completely expresses their entire agreement.

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

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

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

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

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the dates hereinafter set forth.

WITNESS: SZANTON MONKS PROPERTIES, LLC

By: _____
Nathan Szanton
Its: Manager

Date of Buyer's execution of this Agreement: _____, 2016.

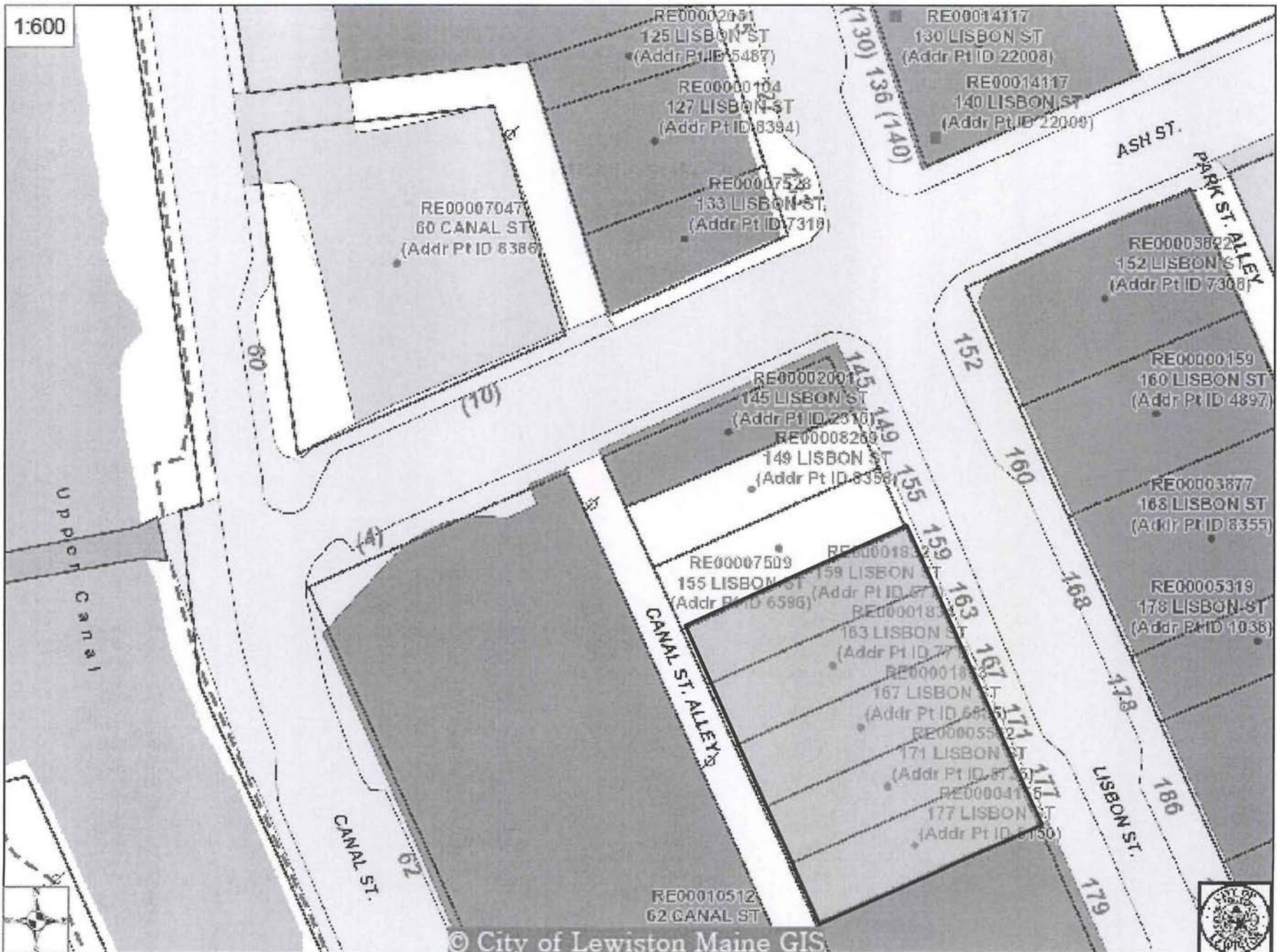
WITNESS: CITY OF LEWISTON, MAINE

By: _____
Ed Barrett
Its: City Administrator

Date of Seller's execution of this Agreement: _____, 2016.

Note: Effective Date is the later of the date of Buyer's execution or the date of Seller's execution hereof.

1:600





City of Lewiston
Planning & Code Enforcement
Gil Arsenault, Director
MEMORANDUM



To: City Clerk's Office
City Council Members
Mayor Robert E. Macdonald

From: David Hediger

Date: April 15, 2016

Subject: Planning Board Action

The Planning Board took the following action at their meeting held on April 11, 2015 regarding the disposition of 159, 163, 167, 171 and 177 Lisbon Street.

The following motion was made:

MOTION: by **Walter Hill** 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 159, 163, 167, 171 and 177 Lisbon Street. Second by **Paul Madore**.

VOTED: 7-0 (Passed)

c: Ed Barrett, City Administrator
Planning Board Members

LEWISTON CITY COUNCIL

MEETING OF APRIL 19, 2016

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 7

SUBJECT:

Order Authorizing the City Administrator to Execute a Five (5) Year Renewal of the Agreement for Waste Management with Mid-Maine Waste Action Corporation (MMWAC).

INFORMATION:

The City Council is requested to approve a five year extension of the current Agreement with Mid-Maine Waste Action Corporation (MMWAC) for the disposition of ash at the City's landfill. The municipal solid waste is taken to MMWAC and in return, the City accepts incinerated ash at our landfill. This process has been in place since April 1997 and the current Agreement expires June 2017.

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 Order Authorizing the City Administrator to Execute a Five (5) Year Renewal of the Agreement for Waste Management with Mid-Maine Waste Action Corporation (MMWAC).



COUNCIL ORDER

Order, Order, Authorizing the City Administrator to Execute a Five (5) Year Renewal of the Agreement for Waste Management with Mid-Maine Waste Action Corporation (MMWAC).

Whereas, the City and MMWAC have had a long-standing "Ash for Trash" agreement dating back to April 1997; and

Whereas, the current Agreement dated May 2, 2007 will expire June 30, 2017; and

Whereas, the Agreement includes language allowing renewal of the Agreement for an additional five (5) year term upon mutual agreement of the parties; and

Whereas, the Agreement is mutually beneficial to both the City and MMWAC with the City paying \$42.50 per ton of municipal waste delivered to MMWAC and MMWAC paying the City \$40.00 per ton of ash (both prices well below the current going rates); and

Whereas the staffs of both organizations have met and negotiated a renewal of the agreement that involves only a minor change to share the costs of plastic liners for ash containers to improve transport operations (~\$2,000 per year); and

Whereas, since changes in the senior staff of MMWAC will occur in early May 2016, renewal of the Agreement early is recommended;

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

The City Administrator is hereby authorized to execute a Five (5) Year Renewal of the Agreement for Waste Management with Mid-Maine Waste Action Corporation (MMWAC).



PUBLIC WORKS DEPARTMENT

David A. Jones, P.E., Director

April 12, 2016

Information regarding Renewal of Agreement For Waste Management between the Mid-Maine Waste Action Corporation (MMWAC) and the City of Lewiston

Mayor and Members of the City Council

We briefed you on the Renewal of the City's Agreement with MMWAC in March. As you will recall, on May 2nd, 2007, MMWAC and the City of Lewiston entered into a ten (10) year agreement for waste management. The following is a summary of the major items in the agreement:

- Initial Term of the agreement was for 10 years, beginning July 1, 2007 and ending June 30, 2017
- Renewal Term – The Agreement may be renewed for an additional five (5) year term upon mutual agreement of the parties in writing no less than ninety (90) days prior to termination of the Initial Term.
- Obligations of Lewiston & MMWAC under the Agreement:
 - Lewiston shall provide a roll-off truck at the MMWAC facility to be utilized to transport or move containers for collection of Ash Residue Waste
 - Lewiston and MMWAC shall each provide three (3) thirty (30) cubic yard containers at the MMWAC facility for collection of all Ash Residue Waste. MMWAC shall replace full containers with empty containers utilizing the roll-off truck. MMWAC will use good faith efforts to remove and collect metals for recycling to the extent practicable and economically feasible.
 - Lewiston is obligated to transport all Ash Residue Waste to the landfill and will accept and dispose of all Ash Residue at the Landfill
 - Lewiston shall deliver to the MMWAC Facility and MMWAC shall accept and dispose of all residential Municipal Waste (as defined in the agreement). Municipal waste from residential generators, schools, and municipal facilities, will be accepted for disposal by MMWAC for the agreed tip fee of \$42.50 per ton (Article IV, Section 4.2)
 - Commercial and other solid waste delivered to the Lewiston Solid Waste Facility will be limited to not more than 2,500 tons per fiscal year at the agreed to tip fee of \$42.50 per ton. Quantities exceeding 2,500 tons will be charged at MMWAC's current Hauler Rate (currently \$85.61 per ton) (We never exceeded 2,500 tons)
 - MMWAC shall pay the City of Lewiston \$40.00 per ton of Ash Residue transported and disposed of at the Landfill and shall pay an annual truck maintenance fee of \$5,000

A copy of the original agreement was provided previously for reference.

Between FY2011 and FY2015, the City annually brought an average of 10,600 tons of MSW to MMWAC at an average cost of \$450,000. During this same period MMWAC annually generated an average of 17,600 tons of Ash Residue and paid the City of Lewiston an average of \$702,700 to transport and dispose of the ash. On average, this is a net revenue of about \$253,000 annually for the City. During negotiations with MMWAC, a minor change was agreed to share the cost of plastic liners for the ash containers, which will improve transport operations.

While the agreement still has about a year left before we would need to Renew, it makes sense to do so now while the current key managers are still in place. As a result, we recommended the Council authorize renewal of the Agreement now.

David A. Jones, P.E.

Cc: E. Barrett, K. Montejo, M. Bates, R. Stalford



City of Lewiston - Mid-Maine Waste Action Corp



April 29, 2016

The City of Lewiston and Mid-Maine Waste Action Corporation entered into an "Agreement For Waste Management" dated May 2, 2007. Article III Section 3.1 of the Agreement set the initial term of the Agreement as a period of ten (10) years beginning July 1, 2007 and concluding June 30, 2017 unless sooner terminated as provided in the Agreement. Section 3.2 of the Agreement states: *"This Agreement may be renewed for an additional five (5) year term upon mutual agreement of the parties in writing no less than ninety days prior to termination of the Initial Term."*

The parties have met and mutually agreed to renew the Agreement for an additional five (5) year term with the following adjustments to the Agreement language:

Article II, Section 2.2 – Add the following at the end of the section: *"Lewiston and MMWAC agree to share the cost of plastic liners for the containers to help in the disposal of the ash. An estimate of total costs of the liners is ~\$4 each or a total of ~\$4,000 per year. This amount will be shared equally, with MMWAC invoicing Lewiston for its 50% share."*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to extend the Initial Term of the Agreement by five (5) years, which will end on June 30, 2022 unless sooner terminated as provided in the Agreement.

CITY OF LEWISTON

MID-MAINE WASTE ACTION CORP.

By: _____
Edward A. Barrett
Its City Administrator

By: _____
Joseph E. Kazar
Its Executive Director

ATTEST:

ATTEST:

LEWISTON CITY COUNCIL

MEETING OF APRIL 19, 2016

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 8

SUBJECT:

Budget Recommendations from the Finance Committee regarding the proposed Fiscal Year 2017 Municipal Budget.

INFORMATION:

By City Charter, the Finance Committee annually reviews the proposed municipal budget and sends a recommendation to the City Council regarding it. Their recommendation is attached.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

Per the City Charter, the Finance Committee shall issue their budget recommendations to the City Council.

ERB/kmm

REQUESTED ACTION:

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To receive and review the recommendation from the Finance Committee regarding the proposed Fiscal Year 2017 Municipal Budget.



City of Lewiston, Maine

Finance Committee



April 13, 2016

The Honorable Robert Macdonald, Mayor
And Members of the City Council
City Hall
Lewiston, Maine 04240

Dear Mayor and Members of City Council:

At a meeting of the Finance Committee held on April 11, 2016 the Committee took the following action relative to recommendation of the FY2017 Municipal Budget:

On motion of Councilor Lysen, seconded by Councilor Lachance it was voted to send the following recommendation:

VOTED:

As required by Lewiston City Charter, the Finance Committee has reviewed the FY17 Lewiston Municipal Budget and provides our recommendations and concerns at this time.

The Finance Committee again takes this opportunity to remind the council that the practice of bonding in-house labor costs should be discontinued. This current practice does not meet any known definition of capital costs, nor does it make prudent financial sense other than alleviating some of the current year budget at the expense of future years.

We understand the City Administrator's position on NOT using more of the unreserved surplus on capital or current year expenses, but remind the Council of the healthy balance in that account. While we expected the balance to be lower after paying off the Colisee debt we still see little difference in the account at this time. The Council should take time to understand how the fund grows to better manage the need to reserve. The state budget relies on an 8% reserve which is roughly the equivalent of 30 days cash reserve. While a lower reserved amount COULD result in less favorable borrowing terms in the short term it might actually improve our ability to borrow long term if we are able to use the funds to reduce the need for current borrowing. However, we do propose an alternative use of available funds in the next paragraph.

With current and past members of the Finance Committee having compared hundreds of purchase requests for goods and services we are aware that most requests are budgeted in excess of the true costs, and once the budget is approved anyone wishing to bid already knows the funds available and can tailor or not submit a bid accordingly. We recommend the Council reduce any equipment or project costs by 2-3% and for the small number of projects that then exceed our budget, use the surplus account to make up the difference. This will help reduce the current level of taxation and only allow use of remaining reserve when approved by the Council. Better management of the fund balance will be accomplished.

We also ask the Council to make decisions not only for the upcoming year but with the next several years in mind. The November election will include a referendum to raise our minimum wage to \$12.00 per hour over the next four years. Passage of that referendum will begin to affect us immediately in what we pay for summer rec programs, temporary employee staffing and in contracts with outside vendors for goods and services. While the current union contracts appear to offer pay scales which exceed even the new minimum it seems prudent to expect the city employee unions will bargain for a similar scaled increase. It seems likely that they would negotiate to be compensated at a rate that remains the same distance above the minimum wage at that time. While not reviewed by this committee we are also concerned that a similar situation is likely to occur within the school budget affecting ancillary staff such as food services, transportation and clerical positions.

While not within our purview, we strongly support any efforts by this City Council to work with the School Committee and School Administration to make sure they access all available funding, including grants. This includes but is not limited to ensuring they are receiving all the funding due to our schools through the federal Title 1 Program, that the state discontinues the practice of reducing our state revenue share by the amount of the federal funds received, and to work with our legislative delegation to ensure that the state begins to fund schools statewide at the voter mandated minimum level of 55%.

We are also concerned that development in our city – both residential and commercial has not kept pace with the need for increased annual budgets. We do not see significant business development or new housing construction and in fact our existing property is aging and somewhat neglected. In a service center community we see significant multi-unit properties which pay lower property tax for services provided when compared to single family residences. We offer the following recommendations in regards to this issue;

- 1. Although this budget proposes additional inspection positions to both Code and Fire Departments, additional code enforcement staffing is necessary going forward. We propose to have these new positions paid for by annual rental registration for multi-unit residential properties. Many communities now charge such a fee to offset the cost of maintaining a safe living place for their citizens*
- 2. City staff should diligently research potential grants and funding partners, both public and private with respect to providing safe, decent and affordable housing. As well as for other priorities in the City.*
- 3. The City must also work with banks and other financial institutions to hold them accountable for properties they have foreclosed upon, but have not properly maintained.*

The Committee voted 5-0 in support of the recommendation.

Sincerely,

Robert Reed, Chairman
Finance Committee

LEWISTON CITY COUNCIL
MEETING OF APRIL 19, 2016

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 9

SUBJECT:

Resolve Accepting a Term Sheet from Brookfield White Pine Hydro LLC with Respect to Donation of the Lewiston Canal System to the City and Authorizing the City Administrator to Negotiate and Execute a Definitive Agreement substantially in accordance with its terms.

INFORMATION:

The City has been involved in a multi-year effort to acquire ownership of the Lewiston Canal System for the purpose of improving the aesthetics of the area and supporting economic development in the Riverfront Island area. City staff have worked with representatives of Brookfield White Pine Hydro, owners of the canal, and have established a set of terms related to the transfer of property. The Council is asked to accept the proposed terms and to authorize the City Administrator to execute the final agreement.

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 Resolve Accepting a Term Sheet from Brookfield White Pine Hydro LLC with Respect to Donation of the Lewiston Canal System to the City and Authorizing the City Administrator to Negotiate and Execute a Definitive Agreement substantially in accordance with its terms.



COUNCIL RESOLVE

Resolve, Accepting a Term Sheet from Brookfield White Pine Hydro LLC with Respect to Donation of the Lewiston Canal System to the City and Authorizing the City Administrator to Negotiate and Execute a Definitive Agreement Substantially in Accordance with its Terms

Whereas, the City has been involved in a multi-year effort to acquire ownership of the Lewiston Canal System and associated facilities for the purpose of improving the aesthetics and supporting economic development in the Riverfront Island area; and

Whereas, the goal of achieving control over the canal system is recognized and endorsed by the City's adopted Riverfront Island Masterplan; and

Whereas, over this many year period, potential terms and conditions of an agreement have varied as numerous issues and complications have arisen; and

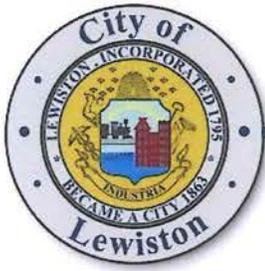
Whereas, approval of this term sheet will move the City one-step closer to its goal of acquiring the canal system while preserving the City's rights and minimizing its expenses;

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

the Terms Proposed by Brookfield White Pine Hydro LLC with Respect to Donation of the Lewiston Canal System to the City are hereby accepted; and

Be it Further Resolved

That the City Administrator is hereby authorized to negotiate and execute a definitive agreement with Brookfield White Pine Hydro LLC with respect to Brookfield's donation of the Lewiston Canal System to the City, in a form substantially in accordance with the attached Term Sheet.



EXECUTIVE DEPARTMENT

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

April 8, 2016

To: Honorable Mayor and Members of the City Council
Fr: Edward A. Barrett
Su: Efforts to Acquire Canals/Proposed Brookfield Term Sheet

Recent discussions between the City and Brookfield White Pine Hydro, LLC have resulted in a draft Term Sheet (see Attachment A) which would achieve a long held goal of the City – acquisition of the Lewiston Canal System. As noted, this term sheet is a draft and subject to changes and modifications as the process moves forward. Should things progress, it would eventually become the basis for a more detailed agreement between the City and Brookfield. The major terms include:

- Brookfield will transfer its ownership interest in the canal system to the City;
- The City will retain its current water rights, and Brookfield will recognize that the water can be used for power generation and other purposes, eliminating the potential issue of those rights being restricted to power generation only;
- The City will not be required to undertake any repair work on the canals¹, although such work may be required in the future to ensure appropriate water levels in the canals;
- Brookfield, with the assistance of a consulting firm, will proceed in applying to remove the canal system from its Federal Energy Regulation Commission (FERC) license;
- Brookfield has offered, at no cost to the City, to allow the City at its request to use its consulting firm to prepare a draft application to FERC for delicensing the Upper A generating facility. Because this work is already underway, Brookfield has asked that the City make such a request no later than April 26, 2016. Once the FERC delicensing application is prepared and ready for submission, the City can evaluate whether to proceed with abandoning the license or not. Note that FERC may require the City to undertake certain repair/maintenance work on the Upper A and its associated water control structures to ensure that they will continue to function appropriately. Similarly, FERC may require Brookfield to undertake certain repairs to those elements of the canal system currently included in its license.

This draft term sheet will allow the City to reach the goals it has pursued over more than seven years of discussions: gaining ownership of the canals so that they can be aesthetically improved to support Riverfront Island's economic development and limiting the costs to the City of such

¹ Note this clause in the term sheet “. . .the City will maintain the Upper Bates Weir gates in good operating condition and Brookfield will maintain the telecommunications and controller cabinet facilities in the Upper Bates Weir building in good operating condition so that Brookfield can coordinate the opening of the gates in the Main Gatehouse for Flushing Flows with the opening of the gates of the Upper Bates Weir so that Flushing Flows can descend through Cross Canal No. 1 into the Lower Canal.”

acquisition. However, this potential agreement goes further. It will allow the City to retain its current water rights and would allow the City to use the water for both generation and other purposes, potentially including recreation.

Given the history of the Monty Hydro, the complexity of the legal agreements involved in establishing it, and the technical issues involved with the Upper A, reaching this point has been a complex endeavor. At times, we have been near agreement only to have a new issue or complexity arise.

In order to evaluate this proposal, some background and history may be helpful.

Background

The City has been involved in a multi-year effort to acquire ownership of the Lewiston Canal System. That system, along with a number of abandoned power generating stations in various mills, is and has been owned by the owner/operator of the Monty Hydro power station located in Lewiston at the Great Falls. The initial owner was Central Maine Power (CMP). Electricity deregulation resulted in CMP selling its power generation to focus on power distribution. The Monty was sold to Florida Power and Light (FPL). Subsequently, FPL sold the facility to Brookfield White Pine Hydro, LLC in 2013.

The City has long been interested in gaining ownership of the canal system in order to improve the aesthetics and economic development value of the system, as noted in the following excerpts from the Riverfront Island Master Plan:

“Lewiston’s network of canals harnessed the Androscoggin to power the city’s great mill complexes. Today, the canals play almost no role in power generation but continue to be owned by a power company (NextEra Energy, formerly Florida Power & Light). Early photographs and postcards show the canals as gracious tree-lined waterways that were a unique and attractive amenity for the city. Today the tree canopy is much deteriorated and the canals are frequently treated primarily as safety hazards, surrounded by unattractive fences and other barriers. The City of Lewiston is working with NextEra to acquire ownership of the canal network, opening the door to reestablishing the canals as attractive and unique community amenities. Through establishing walking and bike paths along the canals, Lewiston can create much stronger and more inviting connections among key destinations, highlighting a unique community asset in a new way.”

“City ownership will also open the door to consideration of use of the canals themselves for water-based recreation—in small boats, for ice skating and other purposes—further enhancing the appeal of canal edges for pedestrians. Each form of water-based recreation will have its own needs and constraints, and the feasibility of these uses will need to continue to be considered as the City works with the power company to ensure that adequate water is provided within the canals to preserve their amenity and facilitate use.”

Initial Deal Framework with FPL

The City’s initial efforts to acquire the Lewiston Canal System date back to the prior City Administrator’s tenure when discussions began between FPL and the City. While I was not a

party to those negotiations, I understand that the potential framework for the City to gain ownership included a Tax Increment Financing agreement that would return to FPL a significant percentage of the new assessed value anticipated to result from new, upgraded generators that FPL was considering installing at Gulf Island Dam² as well as a release of certain of the City's water rights and the City's agreement to abandon power generation using water flows in the canal. During the same time period, the City was discussing CMP's potential purchase of an easement within the upper canal to install an upgraded 145 kV line running from a substation located near the downstream end of the canal system to the major downtown substation on Main Street. If the City owned the canals, revenue associated with selling this easement could then be used to "offset" at least a portion of the revenue lost through the TIF.

As these discussions continued, staff became increasingly concerned about the potential revenue that would be lost through the TIF and whether the remaining water flow to the canals would be adequate to maintain water level and quality. It also became clear that CMP was likely to abandon the idea of laying a high voltage cable in the canal because of the cost. CMP's current plan is to lay the new line underground in Canal Street, a project scheduled to begin shortly.

Given this, the City began to back away from the framework of the initial deal; however, those early negotiations led FPL to believe that the City was willing to provide some compensation to them in return for canal ownership. As the City backed away from this position, negotiations became more difficult.

Letter of Agreement with FPL

Nevertheless, the City eventually reached a tentative agreement with FPL subject to both parties undertaking additional due diligence. The basic framework was that the City would gain ownership in return for ceasing power generation at the Upper A³, transferring certain of its water rights⁴ to FPL, and providing FPL with a 20-year 20% TIF on its investment in a rubber dam system allowing for better water management at the Great Falls. See Attachment B, a May 28, 2011 memo from Linc Jeffers, for greater detail.

During the required due diligence period, FPL withdrew from the deal due to issues involving certain bond indentures affecting the Monty Hydro project and its unwillingness to provide environmental indemnifications.

² At the time, FPL implied that a TIF was required for them to undertake the full investment needed to upgrade all of the generators at Gulf Island. Since then, the generators were upgraded without a TIF.

³ The Upper A generating facility is located at the lower end of the Upper Canal adjacent to the Androscoggin Mill. The City came into ownership of this facility as part of a multi-party deal that allowed the Monty Hydro to be constructed. Prior to Monty, the City owned and operated a small electric generating facility at the Great Falls. In return for transferring this property to CMP, the City gained ownership of the Upper A. This facility has three installed generators, one of which operates under base flow conditions (first 150 cfs) and two of which could be brought on line in sequence under excess flow conditions. The two excess flow generators have not operated since 2006. The base flow generator last operated in 2011. Subsequent to the end of a long-term power purchase agreement with CMP (also a part of the overall Monty deal), continued operation of these generators was no longer cost effective, so the City could not justify the capital cost to rebuild them and bring them back on-line.

⁴ The city has two sets of water rights. The first is the right to the initial 150 cfs of river flow. The second is referred to as the "excess" flow and is 555 cfs that is available to the City when the river flow is above 8,280 cfs.

Brookfield

In early 2013, Brookfield acquired the Monty Hydro project, canal system, and associated hydro facilities. While Brookfield retained some of the FPL personnel involved in negotiations with the City, this ownership transition allowed us, to an extent, to wipe the slate clean and begin over with the goal of limiting any financial cost to the City in acquiring the canals. Our goal remained eventual ownership of the canals, the elimination of Brookfield's interest in Mill 5⁵, ensuring adequate water flow in the canals for aesthetic purposes, and lengthening the time span during which repairs would be made to the canals and their water control structures to reduce "leakage".⁶

Tentative Agreement with Brookfield

By the Fall of 2014, the City had reached a tentative agreement with Brookfield. While certain elements of the prior conceptual agreement with Next Era/FPL carried forward into this agreement, the City was no longer offering a TIF for any improvements to Gulf Island or the rubber dams at the Monty. The City's sole financial obligation was to pay for a share of the costs of seeking the necessary regulatory approvals to implement the transfer of the canals and abandonment of our Federal Energy Regulatory Commission (FERC) license for the Upper A. Attachment C summarizes that agreement.

Agreement Placed on Hold

In the past, the City had primarily focused on the potential value of the canal system as an amenity and an economic development support. In addition, the City had reached the conclusion that generating power at the Upper A was no longer economically viable given the expiration of a long term power purchase agreement with CMP⁷ and the capital costs associated with rebuilding the facility's three generators.

As we discussed the potential agreement with Brookfield, members of the community raised issues regarding the value of the water rights that would be transferred to Brookfield and/or the potential of retaining all of these rights to support recreational uses of the canal such as a standing surfing wave or a white water kayaking course.

As a result of these concerns, the negotiations with Brookfield were placed on hold. Recently, however, they restarted and this term sheet has resulted.

⁵ The generating facility in Mill 5 is located at the end of the building nearest the cross canal. While the building is owned by the City, Brookfield, as successor to FPL and CMP, has an unrestricted right to use this space for power generation. This continuing right could complicate the eventual sale or demolition of Mill 5.

⁶ Part of the tentative agreement with FPL referenced earlier was that the City would undertake efforts to reduce leakage from the canal system with the potential to further reduce the 70 cfs then proposed to be committed to the canals. Toward that end, FPL was looking for certain repairs to be made within a year of the City acquiring ownership.

⁷ This agreement was part of the overall initial Monty agreement and provided the City with a guaranteed price per Kilowatt Hour. When this agreement expired, the City could only sell the power on the open market at a significantly reduced price.

Recommendation

Staff recommends that the following formal actions be taken at a regular or special meeting prior to April 27th:

1. Endorse the proposed Term Sheet and direct staff to work to develop a final set of agreements with Brookfield to effectuate its terms and conditions.
2. Authorize staff to accept Brookfield's offer to pay the costs associated with preparation of an application to FERC to abandoned power generation at the Upper A, subject to final Council approval to submit that application once prepared.

As to the FERC license, we believe it is in the City's best interest to at least go forward with preparation of the proposal to abandon generation. As noted above, the City has not generated power at the Upper A for some time, and we have concluded that re-establishing generation is not financially feasible based on anticipated capital costs and current and projected electricity markets. Once the application has been developed, including estimates of any maintenance and repair costs that FERC is likely to impose, the Council can make a final decision on whether to proceed. Given that the City will face either relicensing or abandoning the Upper A when the current license expires, proceeding now will avoid the costs of that process later. I would also note that, should the license be abandoned and the situation change to where generation would be cost effective, the City would be able to reapply for a license in the future. As a result, we see only benefits in proceeding at this time, recognizing that the Council will need to give its final approval after the application is completed and prior to its submittal.

As a final note, I would like to express my appreciation to the representatives of Brookfield who have been involved in this process. They have been forthright in their discussions with us, fully cooperated in sharing information, and have shown patience as the City investigated its options and worked through the public policy process. They also relocated their Maine headquarters from Augusta to Lewiston during this time. We look forward to a long and productive relationship with them.

Term Sheet

City of Lewiston (“City”)

and

Brookfield White Pine Hydro LLC (“Brookfield”)

This Term Sheet, dated as of April __, 2016, summarizes the principal terms with respect to (i) transfer to the City of ownership of Brookfield’s right, title and interest in certain portions of the Lewiston Canal System (the “**Canals**”), in Lewiston, Maine, as outlined in the description attached hereto as Schedule A (the “**Real Estate**”); (ii) transfer to the City, in an as is where is condition, all of Brookfield’s right, title and interest to related Canal assets including five (5) hydroelectric and all personal property located on the Real Estate, save and except for the Personal Property listed or described on Schedule B (the “**Related Assets**”); and (iii) modifying certain rights of the City to water flows into the Upper Canal from the Androscoggin River.

This Term Sheet is for discussion purposes only and is not intended to be construed as a binding obligation. Until execution and delivery of mutually a satisfactory definitive agreement (the “**Donation Agreement**”), the parties hereto shall have the absolute right to terminate all discussions and/or negotiations for any reason whatsoever. The execution of the Donation Agreement will require the approval of the Lewiston City Council and Brookfield management.

Background

A 1991 Deed (the “**Existing Deed**”) from Brookfield’s predecessor in title, The Union Water Power Company, conveyed to the City rights to certain water flowage in the Androscoggin River to and through the Canals that are regulated by releases at the Main Gatehouse at the head of the Upper Canal. The water flowage consists of three tranches: (i) the “**Main Flow**” consisting of the first 150 cubic feet per second (“cfs”) of river flow; (ii) the “**Surplus Flow**” of up to 555 cfs, which pursuant to the Existing Deed begins only above a river flow of 8,280 cfs, subject to certain exceptions as set forth in the Existing Deed; and (iii) at the request of the City such additional amount of water, not exceeding a rate of 224 cfs, as the City determines necessary to reduce stagnation conditions in the Lower Canal, but only for up to one hour duration (at times of day reasonably selected by Brookfield) not more than (A) twice a week in the period extending from June 1st to September 30th of each year and (B) once a week in the period extending from October 1st to May 31st of each year (the “**Flushing Flow**”).

Terms

A. Donation Agreement.

The Donation Agreement would include, among other provisions, clauses providing for the following (all of which would survive such Closing):

1. Following the receipt of necessary approvals from the Federal Energy Regulatory Commission (“**FERC**”), and other governmental and third-party consents, the City and Brookfield would take the following actions at a “**Closing**” under the Donation Agreement:

- a. By release (indenture) deed, Brookfield would convey title to the Canals to the City.
- b. By release bill of sale, Brookfield would convey title to the Related Assets the City.
- c. By exchange of deeds or recordable modifications to the Existing Deed to be attached as exhibits to the Donation Agreement (the “**Modification Documents**”), the City and Brookfield would agree to the following terms effective on the date of such Closing:
 - i. The Main Flow:
 - A. will be delivered to the City at the point downstream from the Main Gatehouse where the City’s ownership of the Upper Canal begins; and
 - B. can be claimed by the City whether or not such Main Flow is used for generation of electricity.
 - ii. The City and Brookfield reserve their respective rights and obligations with respect to the Surplus Flow as in effect on the date of the Donation Agreement.
 - iii. The rights and obligations of Brookfield and the City with respect to Flushing Flows would remain in effect, subject to the following: the City will maintain the Upper Bates Weir gates in good operating condition and Brookfield will maintain the telecommunications and controller cabinet facilities in the Upper Bates Weir building in good operating condition so that Brookfield can coordinate the opening of the gates in the Main Gatehouse for Flushing Flows with the opening of the gates of the Upper Bates Weir so that Flushing Flows can descend through Cross Canal No. 1 into the Lower Canal.
 - iv. The City will not itself, or permit others to, (A) remove water from the Canals without returning it in the substantially same volume to the Canals; (B) 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 (C) except for storm water that is lawfully drained into the Canals, add any chemicals, effluent or other materials to the waters flowing in the Canals.
2. An assignment by Brookfield to the City of the benefit of the environmental indemnity (“**CMP Indemnity**”) given by Central Maine Power Company (“**CMP**”) pursuant to a certain asset purchase agreement dated as of April 7, 1999 (the “**ARAPA**”), and if CMP’s consent to the assignment of the CMP Indemnity has not been delivered as of the

Closing, then until CMP's consent has been delivered and the assignment is executed and delivered, Brookfield would, to the extent that Brookfield would itself be indemnified by CMP, indemnify, defend and hold harmless the City from and against losses arising out of violations of environmental laws or hazardous substances on or migrating from the Canals.

3. An indemnity by the City of Brookfield for losses asserted against or suffered by Brookfield that first accrue or are first due to be paid, observed or performed on or after the Closing that relate to the failure of the City to comply with, pay, observe and/or perform obligations assumed by the City under the Donation Agreement, including but not limited to assumed obligations under the ARAPA.
4. Preservation of (i) the City's and Brookfield's rights and remedies against third parties under any applicable law; or (ii) the rights of the City against Brookfield under any 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 Canals.

B. Consulting Services

1. Brookfield is party to a consulting agreement with TRC Solutions ("**TRC**") pursuant to which TRC is providing the application materials, related studies and other services to Brookfield for Brookfield's application to FERC (the "**Brookfield FERC Application**") for approval to remove the Canals and the Related Assets from Brookfield's current FERC license for the Lewiston Falls hydroelectric generating station (the "**TRC Contract**").
2. In consideration of the City's execution of the Donation Agreement, *provided* that the City notifies Brookfield of the City's desire to avail itself of such the following opportunity no later than April 26, 2016
 - a. Brookfield will modify the scope of work under the TRC Contract to add the preparation of application materials, related studies and other services (similar to those now in effect for the Brookfield FERC Application) for a possible application by the City to FERC (the "**City FERC Application**") for the surrender of the City's FERC license for the City's Upper Andro Station (the "**City Workslope**").
 - b. The budget for, and the terms and descriptions of, the City Workslope initially and any subsequent change orders shall be subject to the approval of the City and Brookfield.
 - c. Brookfield will pay TRC's reasonable charges for TRC's performance of the City Workslope, *provided* that Brookfield's total payments will not exceed the agreed budget for the City Workslope without Brookfield's prior written agreement.
 - d. The City acknowledges and agrees that (i) any review or comment that Brookfield personnel may make with respect to any work product delivered in the course of

TRC's performance of the City Workscope may not be relied upon by the City; (ii) Brookfield's sole obligation under this provision will be to contract and pay for the City Workscope; and (iii) the City will contract and pay for the services of any consulting engineers, attorneys or other consultants the City determines it needs to review the work product or other performance of the City Workscope or to prepare, file and prosecute the City FERC Application.

Schedule 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 _____, _____, _____ 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: _____

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-

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 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.]

Schedule B

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 CLORINATED 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

LEWISTON CITY COUNCIL

MEETING OF APRIL 19, 2016

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 10

SUBJECT:

Resolve Accepting Brookfield's Offer to Modify the Scope of Work under a Consulting Contract to allow for the Preparation of Materials, Related Studies, and Other Services for a Possible Application to FERC to Surrender the City's License for the Upper Androscoggin Station.

INFORMATION:

This agenda item is connected to the previous agenda item (number 9). Please reference the background material for agenda item 9 regarding additional information for this item.

APPROVAL AND/OR COMMENTS OF CITY ADMINISTRATOR:

The City Administrator recommends approval of the requested action.

EAB/1/4mm

REQUESTED ACTION:

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To approve the Resolve Accepting Brookfield's Offer to Modify the Scope of Work under a Consulting Contract to allow for the Preparation of Materials, Related Studies, and Other Services for a Possible Application to FERC to Surrender the City's License for the Upper Androscoggin Station.



COUNCIL RESOLVE

Resolve, Accepting Brookfield's Offer to Modify the Scope of Work under a Consulting Contract to Allow for the Preparation of Materials, Related Studies, and Other Services for a Possible Application FERC to Surrender the City's License for the Upper Androscoggin Station

Whereas, the City currently holds a license from the Federal Energy Regulatory Commission for generating electricity at the Upper Androscoggin Station located at the southerly end of the upper canal; and

Whereas, of the three generators located at the Upper A, one is designed to handle the standard base flow of 150 cfs and the other two are only used during the limited periods when the City has access to the excess flow of the river; and

Whereas, as an element of the initial agreement that allowed for the construction of the Monty Station at the Great Falls, the City and Central Maine Power entered into an agreement that guaranteed the City a highly favorable rate for electricity generated at the Upper A; and

Whereas, that agreement expired some time ago and the City has since sold its generated power on the open market, resulting in significantly lower revenue; and

Whereas, the two excess flow generators have not operated since 2006 and the base flow generator has been inoperative since 2011; and

Whereas, the City has determined that the current market rate for electricity cannot support the capital and operating costs required to restart generation; and

Whereas, although no longer generating, the City would be required at some point to either relicense the Upper A or abandon its license through the FERC process; and

Whereas, Brookfield has offered to have its consultants undertake the necessary work to allow the City to apply to FERC to abandon the City's license to generate power; and

Whereas, preparation of such an application will not commit the City to actually proceeding to file for abandonment but should provide the City and Council with additional information necessary to make a decision on how to proceed;

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

The offer of Brookfield to modify the scope of work under a consulting contract to allow for the preparation of materials, related studies, and other services for a possible application to FERC to surrender the City's license for the Upper Androscoggin Station is hereby accepted.

LEWISTON CITY COUNCIL

MEETING OF APRIL 19, 2016

AGENDA INFORMATION SHEET:

AGENDA ITEM NO. 11

SUBJECT:

Request for Event Approval for the Color Me Rad 5K road race to be held on August 13, 2016.

INFORMATION:

The YMCA and the L-A Chamber of Commerce are organizing a joint fundraising event which will be a Color Me Rad 5K road race in August. The projected participation for this event is between 3,000 to 5,000 people. Under the City's Special Events Policy, any event that is going to be held on city property that is expected to attract 1,000 or more people must have permission from the City Council.

The race is scheduled to start and end in Simard-Payne Memorial Park.

City staff have been meeting with the event organizers and additional material regarding the event is attached.

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 grant approval to the YMCA and the L-A Chamber of Commerce to hold a Color Me Rad 5K Road Race within Lewiston on Saturday, August 13, 2016 with a projected attendance of over 1,000 people.



The Office of
Deputy City Administrator
Phil Nadeau
MEMORANDUM

TO: Mayor and City Council
FR: Phil Nadeau
CC:
RE: YMCA Fundraiser - Color Me Rad 5K Special Event – City Council Approval
DT: 4.19.16

The enclosed material is submitted for your review about the newest 5K road race for the Lewiston-Auburn area.

A few notes:

- Event is being submitted for your approval per policy given that the anticipated number of participants will be above 1,000 people. Organizers are hoping to register between 3,000 and 5,000 participants.
- All staff costs and cleanup will be paid for by event. Standard non-profit fees will be charged for all permitting and Simard-Payne Park utilization.
- Lewiston-Auburn staff, the YMCA, and the L-A Chamber of Commerce have worked together on the route plan and event coordination with Sack Lunch Productions based in Salt Lake City, Utah.
- This event has been successfully staged all over the country including Bangor and Brunswick.
- Event will begin at Simard Payne Park and end at Simard Payne Park on Saturday, August 13, 2016. The race is scheduled to begin at 9:00AM and end at approximately 11:00AM. Clean up will be finished by approximately 5PM or earlier.
- City will work with race organizers on communications with downtown businesses, and outreach has already begun.



COLOR ME RAD 5K Race Information Packet

RACE DIRECTOR

Jerrica Deiber

59 W 100 S

Salt Lake City, UT 84101

jerrica@colormerad.com

www.colormerad.com

Cell: 801.458.8533



RACE OVERVIEW

Color Me Rad is a 5k (3.1 mile) running event with the sole purpose of helping people smile. The event is not competitive and not timed. All types of participants are welcome from moms pushing strollers to grandmas power walking to veteran racers. The race fee for participants is \$35-\$55, depending on the date; spectators may attend at no cost.

The uniqueness of our event comes from the fact that along the course we have "color stations" where volunteers throw colored cornstarch on the participants, turning them into lovely, colorful running works of art. We'll finish off the race with a final color throw at the finish line. The colored cornstarch is non-toxic and washes off with brooms and water (ingredients are listed in "colored cornstarch information" section). We hire at least 2 street sweepers for final clean up of the roads and we are absolutely committed to leaving the premises spotless, whatever the cost.



Eight (8) color stations along the course, four (4) of those color stations consist of three (3) 14' tall arches, trash containers, 1 boom box, and twelve (12) volunteers to throw and clean color at each station. Four (4) color stations are "mini color stations" with six (6) flags and five (5) volunteers. Four (4) of these color stations will be "powder color"- dry cornstarch thrown by hand and hauled in boxes or 5-gallon buckets. The four (4) mini color stations are in gel form with highly diluted color. One water station will be set up halfway through the course. Water stations typically consist of 3 tables, 8 oz water bottles, trash containers, and volunteers. Volunteers will clean up bottles after runners have discarded.

The finish line celebration will include an MC controlling music and announcements. He/she will also lead the crowd in a "color throw" every 10-15 minutes. All participants will be given a bag of color to throw during the color throw. The MC will stand on a stage. There will **not** be a beer garden at the finish; we will hand out water, and color for the color throw at the finish line. We will also be selling merchandise (shirts, accessories, extra color) at the finish line. Vendors are welcome to come with the permission of the venue.



PARTICIPANTS

We anticipate 3,000 – 5,000 participants and 150 volunteers

RACE SCHEDULE (example)

DAY BEFORE

8 AM – 7 PM Set up as much of the race as possible

DAY OF

5:00 – 9:00 am Finalize race setup

9:00 – 10:00 am Begin race. Start runners in waves of 800-1,000 runners every 5 minutes.

9:30 - 11:30 am Finish Line Color Celebration

10:00 – 11:30 am Clean up commences along course behind last runner. Volunteers at Color Stations tear down color stations and begin sweeping color. Street sweepers begin cleaning course.

11:30 am – 5:00 pm Clean up at Finish Line. Wrap up cleaning of any streets/trails.

CHARITABLE CONTRIBUTION

We are committed to giving back to the community, and will work closely with a local charity in order to raise funds for its good cause. We typically work with local YMCAs or Special Olympics, but if the venue or city we are working with requests a different non-profit, we are more than willing to work with them.

INSURANCE

Color Me Rad is insured and can provide insurance of \$1 million per occurrence and \$3 million per aggregate. (Can be adjusted to meet the venue's needs).

MEDICAL PLAN

We always have EMTs on site and will hire whatever the medical standard is for an event at any given venue. All medical personnel will be provided with race director's direct cell phone number.

COLORED CORN STARCH INFORMATION

Ingredients:

Corn Starch
FD&C Colors
D&C Colors

Certificates:

U.S. FDA Registration Certificate (21 CFR part 74)
Kosher Certificated

Characteristics:

Approved for use in foods, cosmetics and/or drugs
Non hazardous, 29 CFR 1910-1200
Non toxic
Edible
Non irritating to skin
Odorless
Solid, fine amorphous powder



Rad Colors are a combination of Food Grade Colors and other Food ingredients. The entire product is Food Grade but not recommended for consumption. The Food Grade Colors themselves are produced by dyeing a pigment substrate (such as aluminum, calcium or barium) with an FD&C or D&C Dye. They are insoluble colors (In most solvents, including water) that provide color by dispersion, not dissolving. This means that on a microscopic level water molecules and color particles flow freely from each other unbound. This means that the color is not permanent. Sometime it appears that lake colors die clothing when applied, however, this is not the case, microscopic color particles are simply trapped in the linen fibers and need help getting out.

CLEAN UP



FINISH LINE- BEFORE



FINISH LINE- AFTER

Clean up process is as follows. Immediately following the event, volunteers and staff will sweep the bulk of the color. Next, street sweepers come in to do a dry sweep of the color. Then high-pressure water will be used to lift the remaining color and the street sweeper will then vacuum the water and color that is left.

EQUIPMENT & RENTALS

Color Me Rad owns and will bring the following:

- 1 Box Truck
- 2 Arches (33' wide, 19' high)
- 2-3 arches per powder color station (4)
- 4 inflatable "color bomb" arches (12' high)
- 1 inflatable "#RAD" (8' high)
- 80 15' Tear-drop Flags and stands
- 12 Tables
- 40 Brooms
- 20 Dustpans
- 30 directional signs
- Generators

We will rent/hire: (If your venue can provide any of the following please let us know)

- 15-25 portable restrooms at start/finish line, with 1-4 ADA restrooms
- PA System
- 1 20x60 tents with walls
- 1 stage- 32 x 16, 4 feet high, one set of stairs, railing along 3 sides
- 12 chairs
- Trash bins / recycle bins
- 1 Box truck with lift gate
- 80 cone bases (to weigh down tear-drop flags) or sandbags
- 40 yards of dumpster (short dumpsters are preferred)
- 1 Forklift
- 16oz water bottles for finish line (1.1 per participant)
- 8oz water bottles for water station (1 per participant)
- Street Sweepers
- Parking personnel
- EMTs at finish line
- Police (if needed)

Not all rental items are needed at every event depending on the venue.

