

LEWISTON CITY COUNCIL WORKSHOP AGENDA

CITY COUNCIL CHAMBERS, CITY HALL

TUESDAY, SEPTEMBER 13, 2016

6:00 p.m. Workshop

Pledge of Allegiance to the Flag.

Moment of Silence.

1. Discussion concerning the John T. Gorman Foundation Grant - 15 minutes
2. Review of the Lewiston Canal System/Proposed Brookfield Term Sheet - 30 minutes
3. Review of Draft Comprehensive Plan – Until Completed

LEWISTON CITY COUNCIL
WORKSHOP AGENDA
TUESDAY, September 13, 2016
6:00 PM

1. Gorman Foundation Grant. – 15 minutes

The John T. Gorman Foundation (JTG) has asked the Economic and Community Development Department to apply for a \$150,000 grant from the Foundation that will be used to help move forward a workforce development initiative that staff has been working on with Gorman and Community Concepts since February 2016. Please see the attached memo from Lincoln Jeffers.

2. Lewiston Canal System – 30 minutes

In April of this year, the City Council approved a Term Sheet outlining a conceptual agreement between the City and Brookfield White Pine Hydro, LLC regarding the City's acquisition of the Lewiston Canal System. Since then, staff have been working with representatives of Brookfield to develop the detailed documents necessary for this acquisition to move forward. We are now at the point where those documents are ready for City Council review. Please see the attached memo and documents

3. Review of Draft Comprehensive Plan – Until Completed

In June, the City Council began its hopefully final review of the draft of Lewiston's proposed new comprehensive plan, Legacy Lewiston. At that time, the discussion ended on page 172 of the draft plan. We would like to continue and hopefully complete that discussion on Tuesday. An electronic version of the draft plan with the Planning Boards comments can be found at <http://www.ci.lewiston.me.us/DocumentCenter/View/6146>.

Economic and Community Development

Lincoln Jeffers

Director



To: Honorable Mayor and Members of the City Council
From: Lincoln Jeffers
RE: JT Gorman Grant
Date: September 8, 2016

The John T. Gorman Foundation (JTG) has asked the Economic and Community Development Department to apply for a \$150,000 grant that will be used to help move forward a workforce development initiative that staff has been working on with Gorman and Community Concepts since February 2016. The workshop is to make the City Council aware of this initiative and to seek approval to accept the grant.

Background on JTG

The Gorman Foundation has four priorities:

- improving educational achievement for young children
- promoting successful transitions to adulthood
- helping families succeed
- supporting seniors aging in place

They employ a strategy of place based initiatives, capacity building, research, evaluation, and policy advocacy. They have invested heavily in Lewiston over the last several years, with a significant focus on helping families recover from the 2013 fires, combating childhood lead poisoning, and helping lower income children achieve and maintain better educational outcomes. JTG provided \$128,000 in funding directly to the Green and Healthy Homes Initiative, based in Baltimore, MD, for them to provide the city with technical assistance in our successful application for the \$3.4 million federal Lead and Green and Healthy Home Grant received in 2015. They are providing ongoing support for that program, funding the Outcome Broker position that helps with broad implementation of that grant. The Outcome Broker is an employee of the Baltimore based Green and Healthy Homes Initiative but is housed at Healthy Androscoggin. The Outcome Broker works closely with city staff.

Current Grant

The construction trades currently suffer from a shortage of skilled labor. This has adversely impacted the speed at which housing units approved for funding in our lead and healthy homes grant actually have the work completed. JTG saw a connection between the lack of skilled labor, demand for construction services, and people who want to work. When discussions first began, the focus was on

getting people trained for lead abatement work. The thinking was that recently trained people could do the abatement work in their community, improving the housing stock and reducing childhood lead poisonings.

There is a portion of Lewiston's population that wants to work but does not have the required skill set. City staff, along with JTG, Community Concepts, the Maine Department of Labor, and Workforce Development Board have been working for the last several months to identify those segments of the population that are most likely to be successful in work if given the right training and support. Based on those discussions the initial targeted groups for a pilot project are immigrant youth and veterans. When Associated General Contractors and major local construction contractors joined the conversation, the discussion broadened to consider including more of the construction trades.

The planning for an initial pilot project is underway. Looking at the various funding sources available to pay for training JTG recognized that there are costs that other funding sources may not be able to cover, such as curriculum development, recruitment, assessment and referral, training, coaching, work gear, daycare, and perhaps other, unanticipated expenses. JTG is looking for a nimble partner that can respond to these requests for funding as they come. They have asked the city to play that role as a pass through for the JTG grant funds. JTG will be a partner in the decision making on what gets funded. Their grant will include funding for city staff time to deal with the funding requests and to coordinate the effort.

City staff has participated in and is supportive of this initiative that is being designed to provide marketable training to segments of our population that sometime struggle to find gainful employment. The program will expand the labor pool for local construction companies, which will in turn, improve the turnaround time for lead abatement and other rehabilitation projects. No match is required from the city, and JTG will pay for city staff time directed to implementation of the grant.



EXECUTIVE DEPARTMENT

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

September 8, 2016

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

In May, the City Council approved a draft Term Sheet between the City of Lewiston and Brookfield White Pine Hydro, LLC Term Sheet (see Attachment A) which would achieve a long held goal of the City – acquisition of the Lewiston Canal System. Since then, City staff has worked with Brookfield to prepare the final documents necessary to move this acquisition forward.

The major items outlined in the draft Term Sheet are also found in the new documents, including:

- 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. The City and Brookfield have also separately agreed that Brookfield's consultant in the process will provide the same services to the City in regard to its Upper A FERC license, with Brookfield assuming the cost. Once the FERC delicensing application is prepared and ready for submission, the City can evaluate whether to proceed with abandoning its 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.

As to the FERC license, we believe it is in the City's best interest to go forward with preparation of the proposal to abandon generation. The City has not generated power at the Upper A for

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."

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

This agreement will allow the City to move significantly closer to 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 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.

While this agreement is a major step, we should also recognize that it does include certain contingencies, most specifically that the regulatory conditions that might be imposed by FERC or by the Maine Department of Environmental Protection in regard to canal water quality issues must be acceptable to both parties. Receiving the necessary regulatory approvals will also likely take some time, so, while the agreement is in place, the actual transfer of ownership will be at some point in the future.

In order to evaluate this agreement, 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

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.

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.

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.

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.

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.

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.

Next Steps

Following Council review of the formal documents at this workshop, our plan is to place the agreement on the Council agenda for September 20th for final action. At that point and unless some significant issues arise at the workshop, staff anticipates seeking your approval to execute this agreement.

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.

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.

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 Workslope 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 Workslope; 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 Workslope or to prepare, file and prosecute the City FERC Application.

**Donation
Agreement
Lewiston Canals**

This Agreement (“**Agreement**”), between the City of Lewiston, a Maine municipality with a mailing address of 27 Pine Street, Lewiston, ME 04240 (“**City**”), and Brookfield White Pine Hydro LLC (formerly known as FPL Energy Maine Hydro LLC), a Delaware limited liability company with a mailing address of 150 Main Street, Lewiston, Maine 04240 (“**Brookfield**”), (collectively the “**Parties**” and individually as a “**Party**”) is effective _____, 2016 (“**Effective Date**”).

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

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

1. Brookfield Conveyance of Donated Property. Subject to and in accordance with the terms and provisions of this Agreement, at Closing (as defined in Paragraph 9): (i) Brookfield shall donate, by execution and delivery of an indenture deed and a transfer, assignment and assumption agreement, substantially in the forms of the Deed Indenture (attached hereto as **Exhibit A**), and Transfer, Assignment and Assumption Agreement (attached hereto as **Exhibit B**), as such forms may be modified to conform to the terms and conditions of any Final Approvals, as defined herein (the foregoing, together with other documents when executed by either or both of the Parties in accordance with the provisions of this Agreement, being referred to as the “**Transfer Documents**”), and otherwise AS IS, WHERE IS, and with all faults, to the City, all of Brookfield’s right, title and interest in and to: (A) real and personal property in the Canals downstream of the Main Gatehouse as more particularly described in **Exhibit A** (the “**Canal Property**”), and (B) the tangible personal property and Brookfield’s rights and interests under certain leases, licenses, indentures and other agreements as more particularly described in **Exhibit B** (the “**Personal Property**”, and collectively with the Canal Property, the “**Donated Property**”); (ii) the City shall execute and deliver said Transfer, Assignment and Assumption Agreement and the City’s acceptance of the Deed Indenture; and (iii) Brookfield and the City shall execute and deliver the Supplemental Water Release Indenture (set forth as **Exhibit C**), as such form may be modified to conform to the terms and conditions of any Final Approvals (when executed by the Parties in accordance with the provisions of this Agreement, the “**Supplemental Water Release Indenture**”) and the other deeds and agreements provided for herein.

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

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

- a. The Main Gatehouse located on the north side of Main Street, its parking areas, and related real and personal property;
- b. All riparian, flowage and water-related easements and rights, including without exception all rights to draw water from the Androscoggin River and the Canals, including all mill privileges and such other rights appurtenant to or otherwise associated with any of the Donated Property, as more specifically described as part of Brookfield Reserved Rights and Easements in **Exhibit A** attached, but subject to the rights of the City as provided in Deed of The Union Water-Power Company, dated April 9, 1991, and recorded in the Androscoggin County Registry of Deeds, Book 2670, Page 24 (as modified by the Supplemental Water Release Indenture);
- c. The rights of way and easements, including but not limited to perpetual access rights on and over the Donated Property, necessary or convenient for the ownership, operation and maintenance of (i) the Lewiston Falls Hydroelectric Project, licensed by the Federal Energy Regulatory Commission (“**FERC**”) as Project No. 2302 (as such license is proposed to be amended as provided in Paragraph 7), or (ii) other properties retained by Brookfield in accordance with this Agreement, as such rights of way and easements are more particularly described as part of Brookfield Reserved Rights and Easements in **Exhibit A**;
- d. The rights of way and easements granted by City to Brookfield in the Supplemental Water Release Indenture;
- e. The Water Level Transducer, the PLC Cabinet and its contents, and the communications wires and cables leading from the Main Headgate to the Water Level Transducer and the PLC Cabinet, all as more fully described on Schedule A to **Exhibit B** (the “**Reserved Communication Facilities**”); and

- f. The types and items of tangible personal property of Brookfield identified as Excluded Personal Property on Schedule A to **Exhibit B**.
2. **Title to Donated Property.** Brookfield has provided the City with a list of title defects and encumbrances affecting the Donated Property as identified in Brookfield's existing title insurance policy for real estate located in the vicinity of Lewiston Falls, including but not limited to the Donated Property, a complete copy of which existing title policy is attached to this Agreement as **Schedule 2**. Brookfield makes no representation or warranty regarding the character, quality or marketability of its right, title and interest in the Donated Property and has no obligation to update the title insurance policy for the Donated Property, to order an updated title search for the Donated Property or, except as expressly set forth in Paragraph 8 and Paragraph 9(c)(viii), to remedy, cure or satisfy any title defect or encumbrance affecting title to the Donated Property whether or not set forth in **Schedule 2**. To the extent that the assignment of any of the agreements assumed pursuant to the Assignment and Assumption Agreement is not permitted without the consent or approval of any other party or parties thereto, Brookfield and the City each shall use commercially reasonable efforts to secure any such consent or approval. If a consent or approval to the assignment of an Assumed Agreement is required and is not obtained prior to Closing, Brookfield shall cooperate with the City following the Closing in any commercially reasonable arrangement designed to provide the City with the benefits under the Assumed Agreements to the extent not assigned.
3. **Environmental Indemnity Rights; Other Covenants.**
- a. The term “**CMP Indemnity**” means Brookfield’s right to indemnification by Central Maine Power Company (“**CMP**”) pursuant to Sections 9.1(a)(ii), (iii) and (iv) of that certain Amended and Restated Asset Purchase Agreement among CMP, Brookfield and others, dated as of April 7, 1999 (the “**ARAPA**”), a copy of which has been provided to the City prior to the execution of this Agreement (except for attached schedules and exhibits (other than a redacted copy of Schedule 5.8)). The terms “Environmental Law,” “Hazardous Substances,” “Assumed Liabilities,” “Excluded Liabilities” and “Indemnifiable Loss” have the meanings provided in Sections 1(20), 1(29), 2.3, 2.4 and 9.1(a) of the ARAPA, respectively.
 - b. If the CMP Indemnity Assignment described in Paragraph 4(b) is not executed and delivered at Closing, until such time as it is executed and delivered by the Parties in accordance with Paragraph 4(c), Brookfield shall be bound by the following indemnification provision:

From and after the Closing, Brookfield will indemnify, defend and hold harmless the City, and its Mayor, councilors, employees, and agents (collectively, the “**City Group**”) from and against Indemnifiable Losses asserted against or suffered by any of one or more of the City Group

relating to, resulting from or arising out of violations of Environmental Laws or Hazardous Substances on or migrating from the Donated Property, but only to the extent, in each case, that Brookfield is successful in securing CMP's payment or performance of the CMP Indemnity for such violations of Environmental Laws or Hazardous Substances under Sections 9.1(a)(ii), (iii) or (iv) of the ARAPA. Brookfield agrees to use commercially reasonable efforts, at its expense, to secure CMP's payment or performance of the CMP Indemnity as provided herein and the City agrees to provide, at the City's expense, its full cooperation in such Brookfield efforts. Commercially reasonable efforts does not include any obligation on the part of Brookfield (x) to relinquish any Retained CMP Indemnity Rights (as defined below) or other rights; (y) to make any payment or provide any other value to or for the benefit of CMP in order to secure such payment and performance; or (z) commence any litigation against CMP. The City acknowledges and agrees that the CMP Indemnity (and correspondingly the foregoing indemnity by Brookfield) is conditioned on, among other matters:

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

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

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

- c. From and after the Closing, the City will indemnify, defend and hold harmless Brookfield and each of its affiliates and their respective officers, directors, agents, shareholders, and employees (collectively, the “**Brookfield Group**”) from and against Indemnifiable Losses asserted against or suffered by any one or more of the Brookfield Group relating to, resulting from or arising out of the failure of the City, its successors and assigns to comply with, pay, observe and perform obligations assumed by the City under the Transfer Documents, including but not limited to Assumed Obligations under the ARAPA, that first accrue or are first due to be paid, observed or performed on or after the Closing.
- d. Nothing in this Agreement shall preclude (i) the City’s or Brookfield’s rights and remedies against third parties under the Environmental Laws or any other applicable law; or (ii) the rights of the City against Brookfield under Environmental Laws or any other applicable law with respect to Indemnifiable Loss on account of violations of Environmental Laws or Hazardous Substances on or migrating from the Donated Property during the time that Brookfield was the owner of the Donated Property, all of which rights described in clauses (i) and (ii) hereby are reserved.
- e. Prior to the Closing Date, Brookfield shall:
 - i. Promptly disclose to the City any event occurring after the date of this Agreement which, to the knowledge of Brookfield, constitutes a Material Adverse Change (as defined in Paragraph 8) in the Donated Property;
 - ii. Provide the City’s employees, counsel and other representatives with reasonable access, during normal business hours, to the books and records of Brookfield relating to releases of water into the Canals;
 - iii. Provide reasonable access to the City and its representatives for the purpose of investigating the condition of the Donated Property and the water levels of the Canals; *provided that* the City shall conduct such activities so as to avoid interference with Brookfield’s operations, comply with Brookfield’s site access rules and arrange to be accompanied by authorized Brookfield personnel, unless Brookfield otherwise permits access to the City and its representatives without being

accompanied by authorized Brookfield personnel; and

- iv. Continue existing operating practices and use of the Donated Property in compliance with applicable law as understood by Brookfield.
 - f. Brookfield shall not, from the date hereof until the Closing, without the written consent of the City, which consent shall not be unreasonably withheld, delayed or conditioned:
 - i. Incur any obligations or liabilities not in existence on the date hereof that will become the obligation of the City in connection with the acquisition of the Donated Property; or
 - ii. Permit, allow, or suffer any Donated Property to be subjected to any encumbrances that will not be discharged prior to or at the time of the Closing;
4. CMP Matters.
- a. **[Intentionally Omitted]**
 - b. Provided that the consent of CMP and if required NextEra Energy Maine, LLC (“NextEra”) shall have been obtained at or before Closing, at Closing, Brookfield will partially assign to the City such of Brookfield’s rights under the CMP Indemnity as pertain to the Donated Property (the “**CMP Indemnity Assignment**”) substantially in the form of **Exhibit D** attached. Brookfield agrees to use commercially reasonable efforts to secure the aforementioned consents to assignment (the “**CMP Assignment Consent**”); *provided that* neither Brookfield nor the City shall be required to take any of the following measures as a condition of obtaining the CMP Assignment Consent: (x) relinquish any Retained CMP Indemnity Rights (as defined in Paragraph 3(b)) or other rights; (y) make any payment or provide any other value to or for the benefit of a consenting party; or (z) commence any litigation against a consenting party.
 - c. In the event, the CMP Assignment Consent is not obtained at or before Closing and the CMP Indemnity Assignment is not executed and delivered at Closing, Brookfield and the City will continue their respective efforts to obtain the CMP Assignment Consent for so long as there is a reasonable prospect of success. If the CMP Assignment Consent is obtained after Closing, the Parties shall execute and deliver the CMP Indemnity Assignment with reasonable promptness thereafter.

5. **[Intentionally Omitted.]**

6. Representations and Warranties: Donation Provisions.

a. Brookfield represents and warrants to the City as of the date hereof as follows:

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

b. The City represents and warrants to Brookfield as follows:

- i. The City is a body corporate and politic with the full legal right, power and authority to enter into and fully and timely perform its obligations under this Agreement.

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- ii. This Agreement is, and each of the Transfer Documents to be executed and delivered by the City at the Closing will be, duly and validly executed and delivered by the City, and this Agreement is, and each Transfer Document to be executed and delivered by the City will be, a valid and legally binding obligation of the City, enforceable against the City in accordance with their respective terms. Neither the execution and delivery of this Agreement or any of the Transfer Documents nor the performance by the City of the terms and provisions hereof thereof will: (A) violate the City's Charter; or (B) subject to receipt of regulatory approvals described in Paragraph 7, violate any law or Order by which the City is bound.
 - c. As further support for the donation of the Donated Property contemplated by this Agreement:
 - i. The City acknowledges and agrees that the Donated Property is being acquired solely for public purposes;
 - ii. At Closing, Brookfield and the City will execute a memorandum setting forth their mutual acknowledgement and agreement on the fair market value of the Donated Property as of the Closing Date; and
 - iii. Except for the transactions contemplated by this Agreement, the City acknowledges and agrees that Brookfield is not receiving from the City any advantage or value in exchange for the Donated Property.
7. Regulatory Approvals. If neither Party has terminated this Agreement pursuant to any applicable provision of Paragraph 10, then before the Closing the Parties shall cooperate and consult with each other to obtain regulatory approvals as described below:
- a. At Brookfield's expense, Brookfield will use commercially reasonable efforts to obtain the following regulatory approvals:
 - i. FERC approval for removal of the Donated Property from Brookfield's FERC license by license amendment;
 - ii. Modifications to "Lewiston Falls Project Lower Canal Water Stagnation Prevention Plan," dated March 27, 1990, as approved by the Maine Department of Environmental Protection ("MDEP") in Condition Compliance Order L-009206-35-I-C, dated May 10, 1990, or any other provision of the Maine Waterway Development and Conservation Act and Water Quality Certification Findings of Fact and Order L-009206-35-A-N, issued by MDEP on dated June 6, 1986 (as amended to date and

as it hereafter may be amended or replaced, the “**Water Quality Certificate**”); and

- iii. Any other regulatory approval necessary for Brookfield's consummation of this Agreement;

all on terms and conditions acceptable to the Parties.

- b. Except as otherwise provided in the Memorandum of Understanding dated May 16, 2016, the City will use commercially reasonable efforts, at the City's expense, to obtain any regulatory approval necessary for the City's consummation of transactions contemplated by this Agreement on terms and conditions acceptable to the Parties.
- c. The Parties will use commercially reasonable efforts to coordinate, and where reasonably practicable consolidate, their respective applications, resulting regulatory proceedings and other efforts to obtain the foregoing approvals.

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

- a. All Federal, ISO-New England, state and local government filings, consents and approvals (including but not limited to consents and approvals required for the consummation of transactions that satisfy the requirements of Paragraph 7) shall have been filed and, in the case of consents and approvals, obtained and become Final Approvals. “**Final Approval**” means a final approval or other final agency action after all opportunities for rehearing are exhausted and that has not been stayed, enjoined, appealed, set aside or suspended, with respect to which any required waiting period has expired, and as to which all conditions to effectiveness prescribed therein or otherwise by law have been satisfied.
- b. Brookfield shall have secured a release of the Donated Property from applicable mortgages (which may be held in escrow pending closing).
- c. **[Intentionally Omitted]**
- d. All of the documents described in Paragraph 9(c) shall have been executed and/or delivered and the payments contemplated in Paragraph 9(d) shall have been paid.
- e. No preliminary or permanent injunction or other order or decree by any Federal or state court which prevents the consummation of the transactions contemplated hereby shall have been issued and remain in effect (each party agreeing to use its reasonable best efforts to have any such injunction, order or decree lifted) and no statute, rule or regulation shall have been enacted by any State or Federal

government or governmental agency in the United States which prohibits the consummation of such transactions.

- f. All of the representations and warranties of Brookfield and the City contained in this Agreement shall be true and correct in all material respects as of the Closing as if made at and as of such time (except to the extent a different time expressly is stated therein, in which case they shall be so true and correct at such time), in each case.
- g. No Material Adverse Change in the condition of the Donated Property shall have occurred.

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

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

9. Closing.

- a. Closing Date. Unless the Parties agree to a different time and place, the closing (“**Closing**”) will take place in the City Attorney's offices 10 days after the last to occur of satisfaction of the Pre-Closing Conditions set forth in Paragraph 8 if that day is a business day, and if not a business day, on the next business day. The day on which the closing occurs is sometimes referred to as the “**Closing Date.**”
- b. Outside Closing Date. The Parties anticipate that the Closing will occur on or before December 31, 2018 (“**Outside Closing Date**”) and agree to work diligently and in good faith to satisfy the conditions precedent set forth in Paragraph 8 and otherwise complete the Closing by the Outside Closing Date. If the Closing does not occur by the Outside Closing Date, this Agreement may be terminated in accordance with Paragraph 10.

The Outside Closing Date shall be extended:

- i. In the event an action by a governmental or regulatory body described in Paragraphs 10(c)(i) or 10(c)(iii) or by a court described in Paragraph 10(c)(ii) is appealed by either Party, by the number of days between the filing of such appeal and its final resolution (whether by an appellant body or on remand);
 - ii. In the event a citizen's petition is filed with the requisite number of signatures to schedule an initiative or referendum election described in Paragraph 10(c)(iv), by the number of days between the filing of such petition and holding of such election;
 - iii. In the event of the occurrence of an event of Force Majeure described in Paragraph 12(b), by the number of days during which such Force Majeure event is in effect; and
 - iv. To the extent the Parties mutually agree in writing.
- c. Closing Documents. The following documents shall be executed and delivered (except as otherwise noted) by the Parties at Closing:
- i. Indenture deed executed by the Parties conveying the Donated Property to the City, in the form set forth on Exhibit A as such form may be modified to conform to the terms and conditions of any Final Approvals;
 - ii. Transfer, assignment and assumption agreement executed by the Parties for personal property transferred and leases contracts and licenses assigned by Brookfield to the City, in the form set forth on Exhibit B as such form may be modified to conform to the terms and conditions of any Final Approvals;
 - iii. Supplemental Water Release Indenture modifying the City's water rights in the Canals, in the form set forth on Exhibit C as such form may be modified to conform to the terms and conditions of any Final Approvals;
 - iv. If Brookfield shall have secured the consent of CMP to the assignment to the City of the CMP Environmental Indemnity, (i) the CMP Assignment Consent executed by CMP and (ii) the CMP Indemnity Assignment executed by the Parties substantially in the form attached as Exhibit D as such form may be modified to conform to the terms and conditions of any Final Approvals;

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- v. The memorandum regarding fair market value of Donated Property described in Paragraph 6(c);
- vi. **[Intentionally Omitted]**
- vii. Releases duly executed by the holders of mortgages on the Donated Property;
- viii. Transfer tax declarations with respect to the foregoing conveyances as required by applicable law;
- ix. FIRPTA Affidavits executed by Brookfield;
- x. Such other instruments of assignment or conveyance in recordable form where appropriate as, in the reasonable opinion of the City and its counsel, are necessary or desirable to transfer the Donated Property to the City in accordance with this Agreement;
- xi. Such other instruments of assignment, conveyance or assumption in recordable form where appropriate as, in the reasonable opinion of Brookfield and its counsel, are necessary or desirable to transfer the rights conveyed by the City in accordance with this Agreement, to confirm Brookfield's continuing ownership or other rights in the Excluded Property or to document the City's assumption of assumed liabilities, in recordable form; and
- xii. Opinions of outside counsel for each Party on the letterhead of its outside counsel, the identity of such counsel and the form and substance of such opinion to be reasonably acceptable to the other Party, regarding lawful existence, due authorization and enforceability of this Agreement and such other matters as the other Party may reasonably request.

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

- d. Costs. The Parties agree that the costs of all transfer taxes and recording fees due as a result of the transactions under this Agreement, to the extent applicable, shall be paid by each Party at Closing as required by Maine law. Each Party will be responsible for its own respective costs to prepare and review the Closing documents and to make the appropriate regulatory filings. Other charges (such as utilities and license fees) applicable to the Donated Property shall be prorated as of the Closing Date as appropriate.

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- e. Pro Ration of Ad Valorem Taxes. At Closing, the Parties shall prorate real estate and personal property taxes on the Donated Property for the municipal tax year in which the Closing occurs, so that Brookfield shall be responsible for and pay for the portion of all such taxes attributable the period through the Closing Date and the City shall be responsible for and pay the portion of all such taxes attributable the period from and after the Closing Date.
- f. Other. Substantially contemporaneously with the Closing Date, Brookfield will terminate all connections (other than connections with the Reserved Communication Facilities) between Brookfield's central dam control facilities and the remote control communications facilities now located in the Donated Property.

10. Termination.

- a. This Agreement may be terminated at any time prior to the Closing Date by mutual written consent of Brookfield and the City (without payment of the costs of the other Party as provided below).
- b. This Agreement may be terminated by Brookfield or the City (without payment of the costs of the other Party as provided below) if the Closing contemplated hereby shall not have occurred on or before the Outside Closing Date; *provided that* the right to terminate this Agreement under this clause shall not be available to any Party whose material failure to fulfill its obligations under this Agreement has been the cause of, or resulted in, the failure of the Closing to occur on or before such date.
- c. This Agreement may be terminated by either Party (without payment of the costs of the other Party as provided below) if (i) any governmental or regulatory body, the consent or approval from which is a condition to the obligations of such Party to consummate the Closing, shall have determined not to grant such consent or approval, and such appeals of such determination as such Party in its discretion may have elected to take shall have been unsuccessful; (ii) one or more courts of competent jurisdiction in the United States or any State shall have issued an order, judgment or decree permanently restraining, enjoining or otherwise prohibiting the Closing, and such order, judgment or decree shall have become final and non-appealable; (iii) any statute, rule or regulation shall have been enacted by any State or Federal government or governmental agency in the United States which prohibits the consummation of the Closing; (iv) if, by a referendum or initiative, the citizens of the City vote to prohibit the City from closing on this Agreement; or (v) any (A) consent that is a condition to the obligations of Brookfield and the City to consummate the Closing, (B) order, judgment or decree of a court of competent jurisdiction or (C) statute, rule, regulation or any governmental action by referendum or initiative, imposes

conditions that either Brookfield or the City (after completing mutual consultation described in this clause (c)) finds unacceptable in accordance with Paragraph 7(a) or 7(b). Before terminating this Agreement pursuant to any of clauses (i) through (v), the Party intending to terminate shall give written notice to the other Party stating with reasonable particularity the occurrences or conditions to which the Party intending to terminate objects. If the other Party so requests, by notice given within ten (10) days after its receipt of the notice described in the preceding sentence, the Parties shall meet to discuss any reasonable courses of action in response to the objectionable occurrences or conditions that would allow the Parties to proceed with the transactions contemplated by this Agreement.

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

In the event of termination of this Agreement and abandonment of the transactions contemplated hereby by either or both of the Parties pursuant to this Paragraph, written notice thereof shall forthwith be given by the terminating Party to the other Party and this Agreement shall terminate and the transactions contemplated hereby shall be abandoned, without further action by any of the Parties. If this Agreement is terminated as provided herein neither of the Parties nor any of its affiliates nor any of its trustees, directors, officers or affiliates, as the case may be, shall have any liability or further obligation to the other Party or its affiliates, trustees, directors or officers, as the case may be, pursuant to this Agreement, except in each case as stated in the following paragraph.

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

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

11. Indemnification. Subject to the provisions of the last paragraph of Section 10:
 - a. From and after the Closing Date, Brookfield shall indemnify and hold the City harmless from and against any damages, claims, and costs, including reasonable attorneys' fees, imposed upon or incurred by the City which arise out of: (i) any misrepresentation or inaccuracy of a representation or warranty made by Brookfield in this Agreement; (ii) any breach or non-fulfillment of a post-Closing covenant or agreement on the part of Brookfield set forth in this Agreement; and (iii) all actions, suits, proceedings and judgments incident to any of the foregoing.
 - b. From and after the Closing Date, the City shall indemnify and hold Brookfield and each constituent of the Brookfield Group, harmless from and against all damages, claims, and costs, including reasonable attorneys' fees, imposed upon or incurred by any of them and which arise out of: (i) the Assumed Obligations; (ii) any misrepresentation or inaccuracy of a representation or warranty made by the City in this Agreement; (iii) any breach or non-fulfillment of any post-Closing covenant or agreement on the part of the City set forth in this Agreement; and (iv) all actions, suits, proceedings and judgments incident to any of the foregoing.

12. Miscellaneous.
 - a. Brookfield and the City each represent and warrant to the other that no broker, finder or other person is entitled to any brokerage fees, commissions or finder's fees in connection with the transactions contemplated hereby by reason of any action taken by the Party making such representation. Brookfield or the City, as the case may be, will pay to the other or otherwise discharge, and will indemnify and hold the other harmless from and against, any and all claims or liabilities for all brokerage fees, commissions and finder's fees (other than as described above) incurred by reason of any action taken by the Party making such representation.

- b. Notwithstanding any provision contained in this Agreement, neither Party shall be liable to the other to the extent performance of this Agreement is delayed or prevented by (i) acts of God; (ii) flood, fire, earthquake or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order or law; (v) actions, embargoes or blockades in effect on or after the date of this Agreement; (vi) action by any governmental authority; (vii) national or regional emergency; (viii) strikes, labor stoppages or slowdowns or other industrial disturbances; and (ix) other similar events beyond the reasonable control of the party impacted by such circumstance or occurrence (“**Force Majeure**”).
- c. This Agreement may not be assigned by either Party, by operation of law or otherwise, without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
- d. Nothing contained in this Agreement shall be construed to make either Party a partner, joint venturer, or agent of the other.
- e. All notices required under this Agreement shall be in writing and shall be effective upon receipt or refusal when personally delivered, or sent to the address of a Party specified above by:
 - i. First class U.S. mail, registered or certified, return receipt requested, postage pre-paid; or
 - ii. Express mail, or other, similar overnight courier service.
- f. Headings in this Agreement are for reference purposes only and shall not affect the interpretation or meaning of this Agreement.
- g. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together constitute one and the same agreement.
- h. No delay or omission by either Party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any Party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the Party waiving its rights.
- i. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement will remain in full force and effect.

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- j. If any legal action has commenced in connection with the enforcement of this Agreement or any instrument or agreement required under this Agreement, the prevailing Party shall be entitled to attorneys' fees actually incurred, costs and necessary disbursements incurred in connection with such action or proceeding, as determined by the court or arbitrator.
- k. This Agreement shall be governed by Maine law.
- l. This Agreement, together with all recitals, the attached exhibits and the documents executed and delivered at Closing, constitutes the entire agreement between the Parties with respect to its subject matter. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly contained in this Agreement. The representations of Brookfield set forth in Section 6 of this Agreement shall be given effect hereunder notwithstanding the provision in the Supplemental Water Release Indenture that the grant of rights in that Indenture is given and accepted without warranty or representation. This Agreement supersedes all prior negotiations, agreements, and undertakings between the Parties with respect to such matter. For greater clarity, the parties acknowledge that, except as expressly provided in the Supplemental Water Release Indenture, the provisions of that certain Project Agreement among the City, Central Maine Power Company and others, dated as of December 5, 1994, as heretofore amended, are unaffected by the terms of this Agreement. This Agreement may be amended only by an instrument in writing executed by the Parties or their permitted assignees.

[SIGNATURE PAGE FOLLOWS]

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

CITY OF LEWISTON

Witness

By: _____ Its: _____

BROOKFIELD WHITE PINE HYDRO LLC

Witness

By: _____ Its: _____

Table of Exhibits

Exhibit A – Form of Deed Indenture

Exhibit B – Form of Transfer, Assignment and Assumption Agreement

Exhibit C – Form of Supplemental Water Release Indenture

Exhibit D -- Form of CMP Indemnity Assignment

Table of Schedules

Schedule 2 – Brookfield Title Insurance Policy for Lewiston Falls

Schedule 6 – Exceptions to Representations and Warranties.

Schedule 2

Title Policy

Schedule 6

**Exceptions to Representations and
Warranties.**

None

Exhibit A

DEED INDENTURE

BROOKFIELD WHITE PINE HYDRO LLC, a Delaware limited liability company formerly known as FPL Energy Maine Hydro LLC, with a mailing address of 150 Main Street, Lewiston, Maine 04240 (“**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, exclusive of the Granted Premises, 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 Gulley 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 _____, 201__, ___ FERC ____, (as so amended, the “**FERC License**”) to exclude the Granted Premises from the land encompassed by the 1999 Project Boundary and to modify the project boundary under the FERC License accordingly.

[[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, that Grantee shall not use the Granted Premises in any manner to generate electricity, whether for Grantee’s consumption or for consumption by others. The foregoing covenant and agreement of Grantee not to use the Granted Premises for the generation of electricity does not restrict Grantee’s generation of electricity at Grantee’s Upper Androscoggin facility using water flows to which Grantee is entitled pursuant to that certain Quitclaim Deed given by The Union Water-Power Company to Grantee, dated April 9, 1991, and recorded in the Androscoggin County Registry of Deeds, Book 2670, Page 24 (the “**Original Quit Claim Deed**”), as supplemented and modified by that certain Supplemental Water Release Indenture between Grantor and Grantee to be recorded in said Registry of Deeds after the recording of this Deed (the “**Supplemental Water Release Indenture**”).

The foregoing obligations of Grantee are in addition to the obligations of Grantee as set forth in the Original Quit Claim Deed and the Supplemental 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

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 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 [_____]. **[[Note: The westerly bounds in the above description will be inserted to correspond with the modified project boundary approved by FERC and reflected in the FERC License as amended.]]**

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

Granted Premises
Schedule I, Page 6

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 others, and their successors and assigns, to use the existing parking area on retained land of now or formerly of Central Maine Power Company, The Union Water Power Company or Cumberland Securities Corporation, 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 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 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, 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 not to use such property for the generation of electricity (as set forth in the Deed Indenture to which this Schedule I is attached) 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 Two 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.

[[Note: Inclusion of Cowan Pond and handling of related dam are under review by the parties.]]

* * * *

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 document, 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.]

Schedule II

Brookfield Reserved Property

NONE

None

[Note: Before finalization of the execution version of this document, Brookfield shall have the right to add reserved property to this Schedule 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.]

Schedule III

Brookfield Reserved Rights and Easements

Grantor hereby reserves and excepts for itself and its successors and assigns the rights and interests described in Sections 1 and 2 of this Schedule III. Such reservation and exception does not include and is subject to the rights and interests granted to Grantee by the Original Quitclaim Deed as supplemented and modified by the Supplemental Water Release Indenture.

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) at reasonable times, 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 Supplemental Water Release Indenture) for the purpose of monitoring the delivery of water to Grantee pursuant to the water release rights granted in the Supplemental 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 the Granted Premises to ensure that water furnished to Grantee under the Supplemental 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 pursuant to the Supplemental Water Release Indenture and that certain Quitclaim Deed given by The Union Water-Power Company, dated April 9, 1991, and recorded in the Androscoggin County Registry of Deeds, Book 2670, Page 24, or enforcing Grantor's rights hereunder or thereunder. The foregoing right is subject to the requirement that Grantee provide Grantor notice, prior to entry on the Granted Premises (unless in the case of an emergency in which case notice shall be provided as promptly as reasonably possible) of the reason for entry on the Granted Premises. 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 document, Brookfield shall have the right to revise the foregoing reserved rights and easements and to add further reserved rights and easements to this Schedule, 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.]

Exhibit B

TRANSFER, ASSIGNMENT AND ASSUMPTION AGREEMENT

This Bill of Sale, Assignment and Assumption Agreement is made as of the ____ day of _____, 201__, between BROOKFIELD WHITE PINE HYDRO LLC, a Delaware limited liability company formerly known as FPL Energy Maine Hydro LLC with a mailing address of 150 Main Street, Lewiston, Maine 04240 (“**Transferor**”), which term is intended to include, unless expressly stated otherwise, its successors and assigns and CITY OF LEWISTON, a Maine municipality with a mailing address of 27 Pine Street, Lewiston, ME 04240 (“**Transferee**”), which term is intended to include, unless stated otherwise, its successors and assigns.

RECITALS

A. In accordance with that certain Donation Agreement regarding the Lewiston Canals, dated as of [REDACTED], 2016, by and between Transferee and Transferor (the “**Donation Agreement**”) Transferor has conveyed to Transferee by deed of near or even date herewith certain fee, easement or other lesser rights in certain real estate located in the City of Lewiston, County of Androscoggin, and State of Maine (the “**Real Estate**”).

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

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

D. In accordance with the Donation Agreement, Transferor also agreed to assign its interest under the Assigned Agreements, Leases and Licenses to Transferee and Transferee agreed to assume and perform the prospective obligations of Transferor under the Assigned Agreements, Leases and Licenses as provided herein.

AGREEMENT

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

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

Section 2. Personal Property. Transferor does hereby assign, transfer, convey, bargain, set over, release, deliver, vest and confirm unto Transferee, its successors and assigns forever, the entire

right, title and interest of Transferor in and to the Personal Property and the Assigned Agreements, Leases and Licenses AS IS, WHERE IS, with all faults, and otherwise in accordance with the Donation Agreement.

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

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

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

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

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

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

ATTEST:

BROOKFIELD WHITE PINE HYDRO LLC

By: _____

Its _____, duly authorized

ATTEST:

CITY OF LEWISTON, a Maine municipality

By: _____

Its _____, duly authorized

Schedule A

Excluded Personal Property

General

All station books and records, including those related to FERC, Spill Prevention and control, system diagrams, meter readings, logs, prints and drawings.

Reserved Communication Facilities

- Water Level Transducer located in the Upper Canal located approximately 150 feet downstream from the south side of Main Street Bridge on the westerly wall of the Upper Canal
- PLC Cabinet located in Bates Upper and its contents
- Communications wires and cables connecting the controls for operating the Main Headgate, the Water Level Transducer and the PLC Cabinet

Bates Upper

- Oil spill kits
- 30 gal drum waste non chlorinated solvent
- Solvent rags and pads
- 5 Spray Cans Paint
- 14' Ladder Straight
- Nitrogen Bottle
- File Cabinet
- Breaker Hoist
- Ladders at site in addition to 14' straight ladder
- Sync Scopes
- 1 Blue Barrel
- 1 Vacuum
- 2 Flammable Cabinets
- 2 Rag Cans
- Trash Cans

Continental Mill

- Battery frame work
- Stock, brushes, contacts etc.
- Absorbent pads
- Mobil grease 5 gal pail
- Kent floor buffer
- 4 gal paint unit colors
- Battery charger
- File cabinet
- Oil spill kit
- Sync Scopes
- 2 Flammable Cabinets
- 2 Rag Cans
- 2 Switch Sticks
- 11 batteries
- 1 transfer pump

Androscoggin Lower

- Absorbent pads
- File cabinet
- Small wet vacuum
- Sync scopes
- Oil spill kit
- 2 mop buckets
- 4 new batteries
- 1 rag can
- Trash cans
- Flammable cabinet

Hill Mill

- Stock
- Steamer
- New pressure washer
- Oil spill kit
- Sync scopes
- Drum of grease
- Print file cabinet
- 6 flammable cabinets
- Oil spill barrels
- Trash cans
- Gate racks
- Steel plates
- Bearing wood

Bates Lower

- Steamer hoses
- Hand rake heads (3)
- Asst 30 gal drums salvage type
- Tools
- Spreader beam lifting device
- Sync scopes
- Overhead hoist

Red Shop

- 8x8 timbers
- 3 wall cabinets
- Assorted lumber
- Tools

Schedule B

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

Leases and Agreements

Lessor/ Licensor	Lessee/ Licensee	TERM	DOCUMENT	NOTES
Maine Hydro (as successor to CMP)	Northern Utilities, Inc.		Use Agreement 2494/231 7/26/1989	20 FT Wide Strip - gas t-line
Maine Hydro (as successor to UWP)	Financial Center Assoc.	10/1/80 - 9/30/90	Ind./ Lease 1490/15 10/1/80-	Main Canal -Lease for parking on Canal Street.
Maine Hydro (as successor to UWP)	Gateway Associates	6/1/80 – 6/30/90	Lease 1415/152 6/1/79	Main Canal - Lease for parking on Canal Street.
Maine Hydro (as successor to UWP)	Lincoln-Canal Corp.	No term on letter	Permit 5/6/66	Cross Canal #1 Permission to use 3' wide strip of land.
Maine Hydro	Fortier Security Ctr.	5/1/2001 – 60 Months Renewal additional 60 months automatic	Lease 5/1/06	Parking Lot Ground Lease. Cross Canal #2 Land on Lincoln Street
Maine Hydro (as successor to UWP)	John Marden	Tenant at Will	Permit 11/25/86	Upper Canal- Land lease for 4 storm culverts.
Maine Hydro (as successor to CMP)	Continental Corporation	7/1/1987- (5 Years) - then automatically renews year to year	Ind./Lease 7/1/1982	Rent of space in Continental Mill Generator buildings.
Maine Hydro (as successor to UWP)	L. L. BEAN	Tenant at Will	Lease 2/5/86	Cross Canal #1 Permission for emergency. egress
Maine Hydro (as successor to UWP)	L. S. Investment Inc.	Tenant at Will	Lease 7/13/88	Cross Canal #2 Permission to use land on Lincoln Street
Maine Hydro (as successor to UWP)	Lepage Bakery/Country Kitchen	Tenant at Will	Lease 11/25/86	Upper Canal Permission for storm culverts
Maine Hydro (as successor to UWP)	Lewiston Mill Redevelopment Corp.	8/1/94 - One Year automatically renews year to year	Lease 8/1/94	Lease for sign on UWP land
Maine Hydro/CMP	Bates Manufacturing Company		Lease 6/1/1950- 654/111	Water usage.
Maine Hydro (as successor to UWP)	Bates Fabrics, Inc. et al.		Lease 9/20/1984 recorded 2796/173 ASMT 11/20/1984 recorded 2796/175	Contract d. 6/1/1977 - 2269/291; Agreement to term - I 850/141; Amendment to Agreement to Term 2669/271

Exhibit C

SUPPLEMENTAL WATER RELEASE INDENTURE

THIS SUPPLEMENTAL WATER RELEASE INDENTURE, executed and delivered as of the ____ day of ____, 201__, by BROOKFIELD WHITE PINE HYDRO LLC (formerly known as FPL Energy Maine Hydro LLC), a limited liability company organized and existing under the laws of the State of Delaware and having its principal place of business at 150 Main Street, Lewiston, Maine 04240 (together with its successors and assigns, “**Grantor**”), and which is the successor to UNION WATER-POWER COMPANY, as described below, and CITY OF LEWISTON, a municipal corporation established pursuant to the laws of the State of Maine and having its principal office at 27 Pine Street, Lewiston, Maine 04240 (together with its successors and assigns, “**Grantee**”);

WHEREAS, Grantor acquired ownership of the Lewiston Canal System consisting of the Upper Canal, Lower Canal, Cross Canal 1, Cross Canal 2, Cross Canal 3 and Gully Brook (the “**Canals**”), so called, in Lewiston, Maine, by Deed Indenture given by Central Maine Power Company, The Union-Water Power Company and Cumberland Securities Corporation, dated April 7, 1999, and recorded in the Androscoggin County Registry of Deeds, Book 4207, Page 1.

WHEREAS, Grantor is the licensee of the Lewiston Falls hydroelectric project licensed by the Federal Energy Regulatory Commission (“**FERC**”) as Project No. 2302;

WHEREAS, the FERC license for Project No. 2302 has been amended by order of FERC, dated _____, 201__, ____ FERC ____, to exclude the Canals from the project boundary of the licensed project (the “**FERC License Amendment**”);

WHEREAS, by Quit Claim Deed (the “**Original Quitclaim Deed**”) given by The Union Water-Power Company, dated April 9, 1991, and recorded in the Androscoggin County Registry of Deeds, Book 2670, Page 24, Grantee acquired the following rights to water flows in the Canals to be furnished at the intake of Grantee’s Androscoggin Upper generating facility (the “**Upper Andro Facility**”) (i) the “**Main Flow**” consisting of the first 150 cubic feet per second (“cfs”) of river flow; and (ii) the “**Surplus Flow**” of up to 555 cfs, which, pursuant to the Original Quitclaim Deed, begins only above a river flow of 8,280 cfs, subject to certain exceptions as set forth in the Original Quitclaim Deed;

WHEREAS, pursuant (i) to Maine Waterway Development and Conservation Act and Water Quality Certification Findings of Fact and Order L-009206-35-A-N, issued by the Maine Department of Environmental Protection (“**MDEP**”) and dated June 6, 1986 (as amended to date and as it hereafter may be amended or replaced, the “**Water Quality Certificate**”), at Condition 7(B), and (ii) Condition Compliance Order L-009206-35-I-C, dated May 10, 1990 (collectively, the “**Original Stagnation Prevention Condition**”), Central Maine Power Company, a

predecessor owner of the Canals, received approval from MDEP of a “Lewiston Falls Project Lower Canal Water Stagnation Prevention Plan,” dated March 27, 1990 (the “**Original Stagnation Prevention Plan**”);

WHEREAS, by Deed Indenture (the “**Deed Indenture**”) executed by Grantor and Grantee contemporaneously herewith and to be recorded prior to the recording of this Supplemental Water Release Indenture, Grantor has conveyed all of its right title and interest in certain portions of the Canals described in the Deed Indenture, reserving and excepting to Grantor the reserved rights and interests set forth in the Deed Indenture;

WHEREAS, in connection with the FERC License Amendment, the Original Stagnation Prevention Condition and the Original Stagnation Prevention Plan have been amended (collectively, as so amended and as they may be further amended or replaced, the “**Modified Stagnation Prevention Plan**”) to provide that (i) Grantor must furnish at the Upper Bates Weir such additional amounts of water, as Grantee determines necessary to reduce stagnation conditions in the Lower Canal, but not to exceed the maximum rate as set forth in the Modified Stagnation Plan, only for up to one hour duration (at times of day reasonably selected by Grantor) not more than (A) twice every seven days in the period extending from June 1st to September 30th of each year and (B) once every seven days in the period extending from October 1st to May 31st of each year (the “**Flushing Flows**”); (ii) to the extent necessary to furnish Flushing Flows in accordance with the Modified Stagnation Prevention Plan, Grantor shall coordinate the opening and closing of the Bates Upper Weir with releases of such Flushing Flows (together with the obligation to provide Flushing Flows, the “**Grantor’s Flushing Flow Obligations**”); (iii) except for Grantor’s Flushing Flow Obligations, Grantee shall have all obligations under the Modified Stagnation Prevention Plan and the right to request Flushing Flows in accordance of the Modified Stagnation Prevention Plan;

WHEREAS, following the execution and delivery of the Deed Indenture, Grantor owns, among other property interests: (i) the Monty Station hydroelectric generating facility and associated real estate, real estate rights, dams, impoundments and other structures and equipment located at the head pond upstream of the Canals and at various other locations along the Androscoggin River, all as provided in the FERC license for Project No. 2302, as such license has been amended by the FERC License Amendment (such facility, real estate rights, dams, impoundments and other structures and equipment being the “**Monty Station**”), and (ii) all water rights in and to the Androscoggin River associated with (A) the Monty Station and (B) except as provided in the Original Quitclaim Deed and the Modified Stagnation Prevention Plan, the Canals; and

WHEREAS, Grantor and Grantee wish among other matters to amend the Original Quitclaim Deed in view of the changed circumstances created by the Deed Indenture;

NOW THEREFORE, in consideration of the premises and of other valuable consideration, the receipt whereof is hereby acknowledged, Grantor and Grantee agree as follows:

1. Subject to the restrictions, limitations, terms and conditions set forth in the Original Quitclaim Deed, Grantor hereby grants to Grantee, its successors and assigns, the right to the Main Flow as originally granted by the Original Quitclaim Deed except that notwithstanding any contrary provision of the Original Quitclaim Deed: (A) the Main Flow will be furnished to Grantee at the point in the Upper Canal downstream from the Main Gatehouse where the City's ownership of the Upper Canal begins; and (B) can be claimed by Grantee whether or not the Main Flow is used for generation of electricity.
2. In order to continue the provision of Surplus Flows, Grantee hereby grants to Grantor, its successors and assigns, a perpetual right and easement to convey the Surplus Flow through the Upper Canal in order to furnish the Surplus Flow at the intake of the Upper Andro Facility in accordance with the Original Quitclaim Deed.
3. Grantee hereby covenants and agrees to assume, comply with and perform all obligations under the Modified Stagnation Prevention Plan other than the Grantor's Flushing Flow Obligations, and Grantor hereby covenants and agrees to provide the Flushing Flows in accordance with Grantor's Flushing Flow Obligations.
4. In order to furnish the Flushing Flows to Grantee at the Upper Bates Weir at the head of Cross Canal No. 1 in accordance with the Modified Stagnation Prevention Plan, Grantor and Grantee covenant and agree as follows: (A) Grantee will effect such maintenance, repairs and replacements of the Upper Bates Weir gates so that such gates remain in good operating condition; (B) Grantor will effect such maintenance, repairs and replacements of the telecommunications and controller cabinet facilities in the Upper Bates Weir building in good operating condition so that Grantor 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, thereby allowing Flushing Flows to descend through Cross Canal No. 1 into the Lower Canal in accordance with the Modified Stagnation Prevention Plan; and (C) Grantee hereby grants to Grantor, its successors and assigns, a perpetual right and easement to convey the Flushing Flows to the intake of the Upper Bates Weir through the portions of the Upper Canal conveyed to Grantee by the Deed Indenture.
5. Nothing in this Supplemental Water Release Indenture shall affect the Grantor's and Grantee's respective rights and obligations with respect to the Surplus Flow as in effect on the date of this Supplemental Water Release Indenture, including without limitation the provisions of the Original Quitclaim Deed that specify the Surplus Flow will be furnished at the intake of the Upper Andro Facility on the Upper Canal and only for the purposes envisioned by the Original Quitclaim Deed.

6. Grantee 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) add any chemicals, effluent or other materials to the waters flowing in the Canals, except for (i) storm water that is lawfully drained into the Canals, and (ii) such chemicals used for water quality or public health reasons that are approved by Grantor, such approval by Grantor not to be unreasonably delayed, conditioned or denied *provided that* all applicable governmental approvals are first obtained and all applicable legal requirements are observed and complied with, whether such approvals or requirements are applicable to Grantor, Grantee or both.
7. Paragraph 3 on the third page of the Original Quitclaim Deed hereby is amended to read in its entirety as follows:

The water rights hereinbefore granted are subject to the right of Grantor, its successors and assigns, to drain the portions of the head pond immediately upstream of the Upper Canal and the portions of the Upper Canal that belong to Grantor (said head pond and said portions of the Upper Canal being the "Grantor's Canal-Related Properties") periodically for the purpose of reasonable inspection, maintenance, and repair of Grantor's Canal-Related Properties and the dams surrounding said head pond, or for any other emergency reasons. Grantor will give to Grantee as much advance notice of any such drainage as is reasonably practicable under the circumstances and shall complete such inspection, maintenance and repair as soon as reasonably practicable under the circumstances. During any period that Grantor's Canal-Related Properties are being drained, are drained, or are being refilled, Grantor, its successors and assigns, shall have no obligation to furnish any water flowage pursuant to the water rights hereinbefore granted and shall have no obligation to reimburse Grantee, or otherwise pay, for substitute electricity.

8. Paragraph 5 on the third page of the Original Quitclaim Deed hereby is amended to read in its entirety as follows:

Grantor hereby reserves unto itself, its successors or assigns, at any time and from time to time, the right (i) to reconstruct or relocate all or any portion of (A) that portion of the Upper Canal (upstream from the northerly side of the Main Street bridge) that Grantor owns, or (B) any of the dams and control works owned or controlled by Grantor, and (ii) to construct any new work on the Lewiston Falls of the Androscoggin River, that, in their sole judgment, may be necessary or desirable in any such case, now or in the future, provided, however, that no such

reconstruction, relocation or construction shall unreasonably interfere with the rights hereinbefore granted or unreasonably interrupt the flow of the water hereinbefore provided for.

9. Grantee may request, on reasonable notice from time to time, that Grantor reduce or entirely suspend the flow of water to the Canals at the Main Headgate; *provided* that Flushing Flows shall only be suspended in compliance with any applicable requirements of the Modified Stagnation Prevention Plan. Grantor agrees to use commercially reasonable efforts to timely comply with such requests, subject to all restrictions and requirements imposed by FERC, the Modified Stagnation Prevention Plan, other applicable provisions of the Water Quality Certificate, and other applicable law.
10. All other terms and conditions of the Original Quitclaim Deed shall remain in full force and effect.

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

BROOKFIELD WHITE PINE HYDRO LLC

Witness

By: _____

Its: _____

CITY OF LEWISTON

Witness

By: _____

Its: _____

STATE OF MAINE
COUNTY OF _____, ss.

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

Before me,

Notary Public
Name: _____
My Commission Expires: _____

STATE OF MAINE
COUNTY OF _____, ss.

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

Before me,

Notary Public
Name: _____
My Commission Expires: _____

[Note: Before finalization of the execution version of this document, the parties shall have the right to make such modifications of its terms as are necessary to conform to the terms and conditions of the FERC License Amendment and the Modified Stagnation Prevention Plan.]

Exhibit D

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment"), dated as of _____, 201__, is made and entered into by and between **Brookfield White Pine Hydro LLC** (formerly known as FPL Energy Maine Hydro LLC), a Delaware limited liability company with a mailing address of 150 Main Street, Lewiston, Maine 04240 ("**Assignor**"), as assignor, and **City of Lewiston**, a Maine municipality with a mailing address of 27 Pine Street, Lewiston, ME 04240 ("**Assignee**").

W I T N E S S E T H :

WHEREAS, pursuant to that certain First Amended and Restated Asset Purchase Agreement, dated April 7, 1999, among Central Maine Power Company ("**CMP**"), The Union Water-Power Company, Cumberland Securities Corporation, and Central Securities Corporation as Sellers, and FPL Energy Maine, Inc., Assignor, FPL Energy AVEC LLC, FPL Energy Mason LLC, FPL Energy Wyman LLC, FPL Energy Wyman IV LLC, FPL Energy Spruce Point LLC and FPL Energy Maine Operating Services, LLC as Purchasers (the "**ARAPA**"), Assignor agreed, among other things, to purchase, and such sellers agreed, among other things, to sell, certain assets including, the Donated Property (as defined below);

WHEREAS, Assignor and Assignee are parties to that certain Donation Agreement, dated as of _____, 2016 (the "**Donation Agreement**"), whereby Assignor has agreed to donate and Assignee has agreed to accept all of Assignor's right, title and interest in certain portions of the Lewiston Canal System all as more particularly described in that certain Deed Indenture executed by Assignor and Assignee and dated of even date herewith and to be recorded in the Androscoggin County Registry of Deeds, and Transfer, Assignment and Assumption Agreement and a Supplemental Water Release Indenture between Assignor and Assignee (the "**Donated Property**");

WHEREAS, pursuant to Sections 9.1(a)(ii), (iii) and (iv) of the ARAPA Assignor is entitled to indemnification by CMP with respect to Indemnifiable Losses (as defined in the ARAPA) resulting from:

- i. Breach by CMP of its covenants and agreements in specified sections of the ARAPA including but not limited to Section 2.4 thereof,
- ii. Excluded Liabilities (as defined in the ARAPA), and
- iii. Remediation activities conducted by CMP on properties conveyed under the ARAPA,

(the "**CMP Indemnity**");

WHEREAS, the Donation Agreement contemplates that Assignor will assign its rights under Sections 9.1(a)(ii), (iii) and (iv) of the ARAPA as such rights pertain to the Donated Property (as more specifically defined and set forth in the Donation Agreement, the “Assigned Interests”) *provided* that any necessary consents to such have been obtained;

WHEREAS, Assignor has received such consents to assignment;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do covenant and agree as follows:

1. Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings assigned to them in the ARAPA (such definitions to be equally applicable to both the singular and the plural forms of the term defined). Any term defined by reference to an agreement, instrument or other document shall have the meaning so assigned to it whether or not such document is in effect. The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Assignment shall refer to this Assignment as a whole and not to any particular provision of this Assignment.

2. Assignor hereby assigns and transfers to Assignee: (i) all of Assignor’s right, title and interest in, to and under the Assigned Interests, and (ii) all of Assignor’s duties, liabilities and obligations relating to the Assigned Interests.

3. From and after the date hereof, Assignee hereby agrees to perform under and be bound by all of the terms of the ARAPA as they relate to the Assigned Interests and to perform and discharge, fully and timely, in accordance with the terms thereof, each and every duty, liability and obligation of Assignor in respect of the Assigned Interests in accordance with the terms of the ARAPA.

4. Assignee acknowledges and agrees that the rights under the Assigned Interests are conditioned on, among other matters:

- a. To the extent Assignor has liability for Indemnified Losses for violations of Environmental Laws or Hazardous Substances on or migrating from the Donated Property that are in addition to or separate from claims made by Assignee under this Assignment, Assignor shall have, and hereby reserves, the right to assert claims for such Indemnified Losses under the CMP Indemnity; and
- b. To the extent Assignor has liability for Indemnified Losses for violations of Environmental Laws or Hazardous Substances on or migrating from property other than the Donated Property, Assignor shall have, and hereby reserves, the right to assert claims for such Indemnified Losses under the CMP Indemnity.

5. Each of Assignor and Assignee agrees that the assignment and assumption of the Assigned Interests is irrevocable and that it shall not take any action or make any other assignment or direction which could prejudice the other’s rights hereunder. Each of Assignor

and Assignee shall, at any time and from time to time, promptly and duly execute and deliver any and all such instruments and documents of further assurance and all such supplemental instruments and take such further action as the other party hereto may reasonably deem necessary to carry out the purposes and intent of this Assignment.

6. This Assignment shall be binding upon the successors and assigns of Assignor and Assignee and shall inure to the benefit of each of Assignor and Assignee and their respective successors and assigns.

7. This Assignment shall be governed by the internal laws of the State of Maine, without reference to any provisions thereof regarding conflicts of law which would otherwise permit or require the application of the laws of any other jurisdiction.

8. If one or more of the provisions of this Assignment shall be invalid, illegal or unenforceable in any respect, such provisions shall be deemed to be severed from this Assignment, and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired in any way thereby.

9. This Assignment may be executed in any number of counterparts, all such counterparts together constituting but one and the same instrument.

[End of page. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers or representatives have executed and delivered this Assignment as of the day and year first above set forth.

BROOKFIELD WHITE PINE HYDRO LLC

By: _____
Name:
Title:

CITY OF LEWISTON

By: _____
Name:
Title:



CITY OF LEWISTON

Department of Planning & Code Enforcement



TO: City Council Members
Mayor Robert E. Macdonald

FROM: David Hediger, City Planner

DATE: June 8, 2016

RE: City Council Workshop to review draft Comprehensive Plan – Legacy
 Lewiston

On May 3, 2016, the City Council held a public hearing to obtain input on the draft comprehensive plan. Public input was received, and the Council agreed to hold a workshop prior to the adoption of the plan.

The Council was provided full copies of the plan for their May meeting. Councilors were also provided a memorandum from David Hediger dated February 16, 2016 summarizing the Planning Board's comments and changes to the draft plan. Staff has continued to make revisions to the plan since the May meeting. Rather than printing out new copies of the entire plan, staff is providing the council the specific pages on which substantive changes have been recommended by the Planning Board or staff. These pages include the changes noted in the above referenced February memo as well as addition changes made by staff.

Please find attached:

- Pages of the comprehensive plan containing substantive changes by the Planning Board and staff.
- Staff memorandum dated February 16, 2016 summarizing the Planning Board's comments and changes to the draft comprehensive plan. Note: this memo does not reference all of the changes recommended to be reviewed by the Council, as additional changes have been made by staff since February.
- The Planning Board's unanimous recommendation to adopt the comprehensive plan.

As a reminder, some of the comments provided at the May 3rd meeting included:

- Reference should be made to a rental registration program for multifamily structures.
- Language should be added about making financial institutions more accountable for the structures they own.
- Concern with a Planning Board comment regarding whether or not the city should continue to support subsidized units.
- The need to revisit the "Housing Conundrum" section with less emphasis on demolitions.
- General support of the plan's vision to revisit neighborhood density and off-street parking regulations.
- The need for additional language referencing water testing and lead pipes.
- Overall support and praise of the plan.
- The need to revisit sections of the plan where it seems stereotypes are being used and

“blame” is being placed on specific groups.

At the workshop, staff recommends the Council review each page of the plan containing substantive changes in effort to build consensus on the recommended changes. Furthermore, staff is looking for the Council to provide specific language with any new changes they recommend.

The substantive changes being provided by staff should not be interpreted as a substitute for review of the entire plan; rather, an attempt to streamline to the review process. Most of the changes in the plan are wordsmithing, correcting typos, etc. Anyone interested in reviewing the entire plan with all of the recommended changes should visit www.lewistonmaine.gov/comprehensiveplan



CITY OF LEWISTON



Department of Planning & Code Enforcement

TO: City Council Members
Mayor Robert E. Macdonald

FROM: David Hediger, City Planner

DATE: February 29, 2016

RE: Planning Board recommendation to adopt a new comprehensive plan for the City of Lewiston.

On February 22, 2016, the Planning Board voted unanimously to send a favorable recommendation for the City Council's consideration to adopt a new comprehensive plan – Legacy Lewiston – as edited by the Planning Board. The action was taken pursuant to Article VII, Section 4(b) of the Zoning and Land Use Code, whereby the Board shall prepare and maintain a comprehensive plan as defined in Maine's Growth Management Act, 30M.R.S.A. section 4961 as amended (now 30-A M.R.S.A. §§ 4312 – 4350) and shall review and make recommendations on all investigations, reports and plans relating to the planning and development of the city or affecting the comprehensive plan.

The comprehensive plan is the foundation for determining effective public policy, master planning, and land use decisions for the future, and provides an ongoing framework for informed and directed development. The plan shall include goals, objectives, and strategies and utilize maps, graphs, and other imagery tools to analyze, assess, and recommend best practices for values-based planning, economic development, housing, infrastructure, and other improvements. The responsibility of the plan is to reflect and respond to the priorities, values, and requirements of Lewiston's residents, safeguarding the city's history and sense of place while stimulating the conditions for short- and long-term needs and desires of Lewiston.

The current Plan, adopted in 1997, ceased to be consistent with MSRA Title 30-A and Chapter 208 of the State of Maine's Comprehensive Plan Revision Criteria Rule at the end of 2012. Therefore, an update of the 1997 Comprehensive Plan is needed address new and future planning issues to result in a plan consistent with the Growth Management Act.

The city engaged the services of Town Planning and Urban Design Collaborative, LLC (TPUDC) to assist in drafting a plan for adoption by the City Council and for a finding of consistency by the State. Rules contained in Chapter 208 of the Comprehensive Plan Review Criteria contain criteria the Department of Agriculture, Conservation and Forestry uses to review community comprehensive plans for consistency with the goals and guidelines of the Growth Management Act. The State reviewed an early draft of the plan and made a finding of consistency in March 2015. Given some of the pending changes that have since been recommended by the public, staff, and Planning Board, a revised updated plan once adopted by the City Council will be provided to the State to maintain the City's finding of consistency. A finding of consistency under this Chapter 208 is deemed valid for twelve (12) years from the date of issue.

This planning process began the end of April 2013. The consultant, staff, and the Planning

Board reached a point where a public hearing was held on February 22nd to obtain additional comments and to provide a recommendation for adoption of a new comprehensive plan to the Council pursuant to Article VII, Section 4(b) of the aforementioned code. The public comment received at the meeting was very supportive and appreciative of the process and efforts made by the consultant, staff, and Planning Board. A few suggestions were provided; however, the Board did not incorporate them into the plan recommended for adoption.

Staff will be available at the workshop to review the process and substantive changes recommended by the Planning Board. In time, the City Council will hold a public hearing, followed by a meeting to adopt the plan. When adopting the plan and pursuant to Chapter 208 of the State Rules, the City Council must make the following certification:

I (we) certify that this comprehensive plan was prepared with the intent of complying with the Growth Management Act (30 M.R.S.A. §§ 4312 - 4350.), that it includes all of the applicable required elements of the Maine Comprehensive Plan Review Criteria Rule (07-105 CMR 208), and that it is true and accurate.

The plan and additional comments may be viewed at www.lewistonmaine.gov/comprehensiveplan



CITY OF LEWISTON



Department of Planning & Code Enforcement

FROM: David Hediger, City Planner
DATE: February 16, 2016
RE: Summary of Planning Board comments and changes to draft comprehensive plan.

The Planning Board completed their review of the second draft of the comprehensive plan – Legacy Lewiston – in January 2016. This draft was provided to the Board in March 2015 and incorporated initial comments provided to the consultants, TPUDC, from the Think Tank Committee, City staff, the Planning Board and the community.

The comments provided by the Planning Board on this second draft are extensive. However, the majority of them involve correcting typos, wordsmithing, and providing clarification. Given the size of the document and the large number of changes, the following is a summary of the more substantive changes and comments the Planning Board has noted on this draft of the plan. It should be noted there are many other changes and comments throughout the plan provided by the Board. The listing below attempts to highlight items the Board clearly agreed or remained divided upon which resulted in possible changes to policies, goals, or need for additional clarification. These comments should be considered in full context with the applicable sections of the plan.

1. P. 9: Established Lewistonians, new language: This population knew Lewiston in its heyday as a thriving industrial City, or perhaps are part of families that have long resided in the City. Now in their 70's and older, many may have worked in the mills or manufacturing industries of days gone by. They like to remember their City for what it was before the decline of traditional industries. Generally speaking, they are the parents of the "boomers" and are widely heralded for their loyalty, hard work, patriotism, respect for authority, self-reliance, and a strong sense of civic obligation. Some Established Lewistonians may find it difficult to get excited about Lewiston again, while others see the potential in change. They can and do provide a wealth of knowledge about the history and unique characteristics of their hometown.
2. P. 9: Another group and picture is added here as follows: "Accomplished Boomers": This population of Lewiston now in their 50's and 60's are beginning to ease into their retirement years. Despite such negative experiences as Vietnam, race riots, and recessions, they have been a fortunate generation with more educational, financial, and social opportunities than any generation before them. They may have grown up and raised families in Lewiston during times of optimism, achievement, and downturns. As a group, they expected the world to improve with time. Their years of experience are an asset, but they are challenged by the technological skills and experience of the Next Generation.
3. P. 10: Additional language to provided clarification on formatting of the plan: The Plan includes columns of "What We Heard" as an attempt to express some of the feedback

received during the planning process. But not all of these comments necessarily reflect the overall consensus of the community or the future direction of Lewiston. Remember ...”

4. P. 14 and 15: The Bates College survey section will be changed to a survey of Lewiston colleges after guidance from the Think Tank and Planning Board. The initial survey’s timing was poor, with Bates students leaving for summer. Staff surveyed a second time with other schools included. This section will be update to reflect additional replies. The point of this section is to provide a snapshot of students’ thoughts about Lewiston. New language: The survey was administered in June of 2013 and May of 2015 in attempt to collect a larger sample from students attending Bates College, USM's Lewiston-Auburn College, and Kaplan University.
5. P. 30 and infographics throughout the document: The consultant started their work in the summer of 2013. As the Planning Board completed their review, some of the data has become out-of-date. Some census data appears to be for the Lewiston Metropolitan Statistical Area (MSA) instead of just Lewiston. Staff is in the process of updating infographics throughout the plan with new or more accurate date where applicable. For example, page 30, poverty levels, will be updated with 2014 data as follows: Lewiston 23.6%, Auburn 17%, Portland 21%, Bangor 25%, and Maine 13.9%.
6. P. 46. Graphic to be deleted or moved to the housing section. Interesting figure, but misleading with the source being a "property owner"; this is not representative of the entire downtown or community.
7. P. 51. Add category “Culturally Significant Buildings”: Lewiston offers a number of venues that have and continue to contribute to the community’s identity. The Basilica Saints Peter and Paul, also known as Saints Peter and Paul Church, was finished on July 18, 1936 and dedicated on October 23, 1938. On July 14, 1983, the church was added to the National Register of Historic Places and is the second largest church building in New England. An active church with an impressive presence amongst the city skyline, it also serves as venue for various events. The Androscoggin Bank Colisée, with a general admission capacity of 4,000 (3,677 seated), is a multi-purpose arena that opened in 1958. Perhaps best known as the venue for the heavyweight boxing championship rematch between Sonny Liston and Muhammad Ali, the Colisee has and continues to be home to hockey league teams as well as trade shows, concerts, and other sporting events.
8. P. 55: The Board and Think Tank remained sensitive to naming specific businesses and organizations. In this section, the consultant listed many local housing assistance organizations. However, the Board believes it is necessary to include additional organizations:
 - o Tedford Housing. They work together with people in their communities to find lasting solutions to the challenges of homelessness, including shelter, housing, and services that empower adults, children, and families in need.
 - o Veterans Inc.: They help eliminate homelessness among veterans by providing quality services and opportunities in the areas of health, employment, and housing.
 - o CEI. They provide financing and technical assistance to small and medium-sized businesses, community facilities, renewable energy, commercial real estate, and affordable housing.
9. P. 56: new language: Depending upon the need, families have a number of resources for

- assistance including code enforcement, the housing authority, general assistance, and the state's health and human services and environmental departments. Tenant advocacy groups may provide assistance for those not able to speak English, unfamiliar with the reporting process, or concerned with authoritative actions by agencies or landlords.
10. P. 59: additional language: The tax credit units are offered at a fixed rent intended to be affordable to families at 50-60% of Area Median Income. Tenant based Section 8 assistance is unique in that it can be used throughout the city for renting an apartment of an assisted family's choosing. This allows the local landlord community to benefit from federal subsidy dollars.
 11. P. 62: under the pie charts an asterisk must be added with the following noted: When applying average move rates by household type, approximately one-quarter of these households will move over the next five years. Assuming appropriate residential units are available, Lewiston has the potential to capture a portion of these moving households. Young households are the largest group likely to move, and thought should be given to whether Lewiston is in a good position to attract those moves.
 12. P. 68: new language: Improvements like those to the bandstand are in part guided by a master plan providing guidance for future park improvements. Recent improvements include new plantings and upgrades to infrastructure.
 13. P. 79: #3 needs to be deleted as the Reservoir is not available or safe for swimming. Replace with #3 Rancourt Preserve and Androscoggin Greenway.
 14. P. 83: #3 needs to be deleted as the Reservoir is not available or safe for swimming. Replace with #3 Rancourt Preserve and Androscoggin Greenway. Description to be added.
 15. p. 93: add language to the Public Transit section: Rail service to Lewiston has played an historically large role in the development of Lewiston. Many French-Canadian immigrants arrived in the Lewiston via the Grand Trunk Railway. However, passenger rail service to Lewiston ended in the 1960's. With an apparent resurgence in passenger rail interest and the success of the Amtrak Downeaster from Boston to Portland, connectivity via rail is now seen as a means of promoting economic development in Lewiston in addition to improving and providing an alternative form of public transit.
 16. p. 93: add language: add to section: The lack of intercity bus service also creates transportation and connectivity barriers for residents.
 17. P. 96 and 97: text and map listing roads and levels of services must be updated.
 18. P. 105-107: updates being made to Fire and Police data.
 19. P. 110: additional language regarding solid waste: These costs may be further reduced with improved recycling rates. In 2015, only 8.6% of Lewiston's residential solid waste (including that from schools and small businesses that bring their waste to the solid waste facility) was recycled. The city also is home to and has relationships with ReEnergy Lewiston LLC, which accepts and recycles materials from construction and demolition activities, and Cassella Waste Systems, Inc.'s single stream materials recycling facility, which accepts and processes recyclables including cardboard, paper, plastic, metal and glass that is remarketed and transformed into new products.
 20. P. 121: Under "Organization of the Map", there was much discussion about the Conservation and Growth Map. Not all Board members agree with where growth is projected or limited. However, as noted in the previous paragraph of the plan, the Map is not a zoning map. It is intended to show, in a general sense, the desired pattern and

location of future development. The boundaries shown are imperfect and intended only to reflect the general pattern of desired future development.

21. P.122: Some concern was expressed as to whether the statement "...focus should be made on infill development and redevelopment in areas already served..." conflicts with recommendations elsewhere in the plan for new development (i.e. Geiger Neighborhood and Industrial Village).
22. P. 128: Character District (CD3) Suburban Neighborhood. Planning Board expressed concerns that "expand(ing) the ability to create an "accessory apartment" in "existing single family homes" may change the fabric of single family neighborhoods.
23. P. 131. The Summary of Impact to Community Facilities and Services table is helpful and interesting, but some of the statistics are in need of revisiting and updating. As an example, student projections in Lewiston are somewhat of an anomaly given the impact of new immigrants relocating in the community. Therefore, the numbers have been updated based upon the Lewiston School Department's most recent projection. This projection takes into account that Lewiston's average household size exceeds the state average, in part due to new immigrant families. That number is expected to drop in future years, along with enrollment being limited by housing capacity.
24. P. 134: Some Planning Board members expressed concerns with these conceptual plans. For example, Geiger School Neighborhood encourages unrealistic growth where infrastructure does not exist. The image shows too much density and the school would have to expand if developed in this pattern. There was also concern with the small lot sizes shown. Other Board members noted that all the plans and images in this section titled "Promote Mixed Use Centers" are conceptual and that greater emphasis is needed on focusing on these ideas as concepts being considered rather than specific plans for these areas. To make it clear that these images are for illustrative purposes only, the term "Concept Growth Sector Plan" and/or "concept" is being added where necessary on pages 134-163.
25. P. 138 -139: Under "Provide More Housing Choices," the Planning Board expressed some concern with the density shown for housing, lack of parking at the school, house lots being too small for septic, the need for expansion of public utilities, and lack of room for growth of the school associated with new residential development. The Board feels the graphics should show less density and make clearer that the development pattern shown is conceptual in nature. The consensus of the Board was that the concept may be appropriate, but the graphic representation is too grand in scale as shown.
26. P. 139: "Cottage Courts." The Planning Board expressed some concern about small lot sizes. It was also noted that if the small greens are to be maintained by an association, not the City, such associations have historically been problematic in Lewiston due to lack of interest and responsibility by the homeowners. If implemented, thought and consideration is needed as to who and how they will be maintained.
27. P. 144-145. Urban Farm concept in this part of town caused some concern. Even conceptually, having pigs and chickens in this area is likely problematic. Recognizing much depends upon the size and scale of the operation/farm, i.e., livestock versus fruit and vegetables, this is probably not appropriate for this area.
28. P. 150-151: Lisbon Street Suburban Retrofit Concept. Some Planning Board members noted the area currently lacks creativity; that infill with retail should occur here first before a new site is developed at exit 80.

29. P. 151: Safe Streets: Some Planning Board members expressed concerns that this is not an appropriate road to be considered for a "complete street". They recognized surrounding streets may be more appropriate and that the level of development shown may accommodate complete streets. They suggested revising the language so that safe and complete street designs are considered when appropriate without specific streets referenced. Language to be added: Consider, when appropriate, the implementation of complete streets. Additional consideration should be given to seeking alternate routes to avoid congested areas.
30. P. 161-162: Rural Living Hamlet Concept: Some Board members welcomed the desire and ability to preserve open space in rural areas. But the imagery provided shows a density that would require extensions of city sewer. Understanding the images are conceptual, consideration should be given to amend the graphic to show larger lots.
31. P. 170. Goal amended to "establish a TIF district in the currently existing Mill, Riverfront, and Centreville zoning districts to support local business".
32. P. 171. Under "Strengthen Regional Alliances," the Planning Board discussed whether this section should speak to Lewiston being a service center community, noting this is a benefit for surrounding communities and the need for those communities to contribute to Lewiston's public service costs.
33. P. 172: Some Board members question whether this number (up to 600 new housing units by 2020) remains realistic given economic conditions.
34. P. 172: Some Planning Board members feel this language ("...focus on providing new, high quality, multifamily residences as opposed to the current trend of building single family homes in areas not currently served by water and sewer") is inconsistent with other sections of the plan where competing strategies/policies are recommended. Some questioned whether we looking for in- fill or conservation of rural areas, or new subdivisions and new commercial/village centers.
35. P. 172: Reference to public and providing funding is made. Some Board members have expressed concerns with additional public funds and investment toward subsidized housing and whether additional subsidized units will improve the overall desirability of Lewiston.
36. P. 173: Promote Construction of mixed income ~~affordable~~ housing. The Board noted the goal and policy must also encourage and look to enhance opportunities specifically for market rate units and not just affordable units.
37. P. 174: Delete "Implement Vacancy Licensing". There was discussion about whether this section should remain: some thought it was a good idea, others questioned whether it was realistic and how to implement given current staffing levels.
38. P. 175: Establish Land Bank: Concerns were expressed about pursuing land available on the open market to support development. Land banking may be appropriate to support a municipal use (i.e. school, fire, police, etc.). Otherwise, let the private sector resolve title and lien issues. Some Planning Board members have concerns about potential collusion with the City entering into direct negotiations with property owners. There was also concern that it may become a burden to the finances of the community.
39. P. 176: Delete "Start a Board and Seal Club". Not legally allowed.
40. P. 181: Some Board members question if these numbers (2,000 new jobs by 2020 in Androscoggin County) remain realistic given the current economic climate.
41. P. 192: 2-Way Street Network: Many Board member expressed concerns and doubts

- with returning or making roads two-way and stressed that, while this should be considered, it should not be a priority.
42. P. 193: Board did not want two-way conversions to take precedence over other traffic improvements, while also recognizing some downtown roads may make sense to change upon additional studies being completed. Language added: While specific streets are referenced as examples, the City's goal should be to consider which streets may function more effectively for purposes of improving traffic flow, business activity, and pedestrian activity.
 43. P. 198: Improving Neighborhood Street and Intersections: The Board noted creating sidewalks 15' wide is challenging to due existing ROW widths, travel lanes, returning to two-way traffic on certain streets, the accommodation of bike lanes, etc. Sidewalks of this width should be allowed only when determined to be appropriate.
 44. P. 201: Regional Coordination (Transit): The Board felt MDOT does not do a good job of obtaining public input on improvements. Additional language: The City should look to improve communications with Maine Department of Transportation with respect to community input and involvement on planned improvements. This may also result in greater public participation when meetings are held in Lewiston.
 45. P. 201: Regional Traffic and Transit Service: additional language: The city should also look to gather support from surrounding communities and explore the possibility of removing the Maine Turnpike toll barrier in Gray/New Gloucester. The toll barrier encourages trucks and commuters to avoid the turnpike north of the Gray exit - ruining the quality of life and damaging secondary roads with heavy weight vehicles.
 46. P. 206: Delete entire "~~Create a TDR Program~~" as staff and Board have since learned (and reaffirmed) that TDR's don't work well Maine. Bates students completed a study showing we have too much available land and not enough development pressures for implementation.
 47. P. 219: additional language related to solid waste: The city needs to emphasize the financial benefits to the community of recycling and improve upon the existing low rates of 11.2% in fiscal year 2013 and 8.6% in 2015. Additional outreach and education on the benefits of recycling must also be implemented. Additional efforts should also be made to increase the utilization of the zero- sort recycling facility, an underutilized asset to the community.
 48. P. 220: Capital Project Investments: in years past, the School Department did not always submit a list of capital improvements for the Planning Board and Council to review. Additional language: The School Department must include its capital requests and participate in this process.
 49. P. 231: add another sub-category under Resource Allocation titled "Staffing: Additional city staffing must be considered to support the successful implementation of this plan. Specifically, the need to right size the Department of Planning and Code Enforcement will assist in moving forward with the vision and guiding principles of this plan in accord with the implementation matrix."
 50. P. 233-257: Implementation Matrix (also referenced as pages 1-25): changes on these pages relate to the Transformations section of the plan in effort to makes sure the action and parties are consistent with that referenced in the plan.