City Council Meeting and Workshop
July 15, 2013
Agenda

5:30 P.M. Workshop

A. City Charter Review(Terms, Budget, Recall) – Clint Deschene (45 minutes)
B. Implementation of Public Services Model (Public Works and Parks & Recreation) – Clint Deschene (35-40 minutes)
C. City Council Agenda Item Request Form – Clint Deschene (5 minutes)
D. Manager summary of consent calendar (2 minutes)

7:00 P.M. City Council Meeting

Pledge of Allegiance

I. Consent Items – All items listed with an asterisk (*) are considered as routine and will be approved in one motion. There will be no separate discussion of these items unless a Councilor or citizen so requests. If requested, the item will be removed from the consent agenda and considered in the order it appears on the agenda.

1. Order 53-07152013*

Approving the Special Event and in kind services request for the 2013 Dempsey Challenge.

2. Order 54-07152013*

Approving the Special Event and in kind services request for the 2013 Great Falls Balloon Festival.

3. Order 55-07152013*

Setting the time to open the polls for the July 23, 2013 School Budget Validation Referendum Election for 7:00 A.M.

4. Order 56-07152013*

Authorizing the City Manager and Mayor Jonathan P. LaBonté to be representatives for negotiations regarding the contract between Auburn and the City Lewiston for water rights from the Androscoggin River into the canal system and extending the authorization to any necessary ancillary agreements, permits, or contracts relating to the Lewiston Falls Hydro Project.

II. Minutes

- June 24, 2013 Special Council Meeting

III. Reports

Mayor's Report

City Councilors' Reports

City Manager's Report

Finance Director, Jill Eastman

- June 2013 Monthly Finance Report

IV. Communications, Presentations and Recognitions

- First Citizens Fire Academy
- Proclamation – Ken Blais
- Proclamation – Parks and Recreation Month

V. Open Session – Members of the public are invited to speak to the Council about any issue directly related to City business which is *not on this agenda*. Time limit for open sessions, by ordinance, is 45 minutes.

VI. Unfinished Business

1. Ordinance 05-06032013
Approving the newly proposed Flea Market license fee schedule (first reading).

2. Ordinance 06-06032013
Approving the newly proposed Peddlers license fee schedule (first reading).

3. Resolve 04-06032013
Supporting the Emergency Medical Services.

4. Ordinance 07-06032013
Approving the proposed ordinance amendment on alcoholic beverages at Mass Gatherings (first reading).

5. Ordinance 08-06032013
Approving the proposed Forestry Board Ordinance (first reading).
The City Manager recommends postponing this item to allow time for staff to review further.

VII. New Business

1. Hearing on the appeal of the denial of a business license for B.A.M.B.I.N.O.S (owner Crystal Palmer) pursuant to section 24-37 (b) of our Code of Ordinances.

2. Order 57-07152013
Upholding/overturning the City Clerk's denial of B.A.M.B.I.N.O.S's (owner Crystal Palmer) application for a Second Hand Dealer permit.
Council may enter into Executive Session, to discuss the content of examinations administered by the City for licensing purposes, pursuant to 1 M.R.S.A.§405(G).

3. Order 58-07152013
Approving the proposed changes to Building Permit fee schedule.

4. Resolve 06-07152013

Authorizing the application for and acceptance of a grant from the Northern Border Regional Commission.

VIII. Executive Session

- Discussion on a personnel issue (City Manager review) , pursuant to 1 M.R.S.A. §405(6)(A)

IX. Open Session - Members of the public are invited to speak to the Council about any issue directly related to City business which is *not on this agenda*.

X. Future Agenda/Workshop Items

XI. Adjournment

Executive Session: On occasion, the City Council discusses matters which are required or allowed by State law to be considered in executive session. Executive sessions are not open to the public. The matters that are discussed in executive session are required to be kept confidential until they become a matter of public discussion. In order to go into executive session, a Councilor must make a motion in public. The motion must be recorded, and 3/5 of the members of the Council must vote to go into executive session. An executive session is not required to be scheduled in advance as an agenda item, although when it is known at the time that the agenda is finalized, it will be listed on the agenda. The only topics which may be discussed in executive session are those that fall within one of the categories set forth in Title 1 M.R.S.A. Section 405(6). Those applicable to municipal government are:

A. Discussion of personnel issues
B. Discussion or consideration by a school board of suspension of expulsion
C. Discussion or consideration of the condition, acquisition or the use of real or personal property permanently attached to real property or interests therein or disposition of publicly held property or economic development only if premature disclosures of the information would prejudice the competitive or bargaining position of the body or agency
D. Labor contracts
E. Contemplated litigation
F. Discussions of information contained in records made, maintained or received by a body or agency when access by the general public to those records is prohibited by statute;
G. Discussion or approval of the content of examinations administered by a body or agency for licensing, permitting or employment purposes; consultation between a body or agency and any entity that provides examination services to that body or agency regarding the content of an examination; and review of examinations with the person examined; and
H. Consultations between municipal officers and a code enforcement officer representing the municipality pursuant to Title 30-A, section 4452, subsection 1, paragraph in the prosecution of an enforcement matter pending in District Court when the consultation relates to that pending enforcement matter.

City Council
Workshop Information Sheet

City of Auburn

Council Workshop Date: July 15, 2013 **Item** A

Author: Clint Deschene, City Manager

Item(s) checked below represent the subject matter related to this workshop item.

☐**Comprehensive Plan** ☐**Work Plan** ☐**Budget** ☒**Ordinance/Charter** ☐**Other Business*** ☐**Council Goals****

****If Council Goals please specify type:** ☐***Safety*** ☐***Economic Development*** ☐***Citizen Engagement***

Subject: City Charter Review (Terms, Budget, Recall)

Information: Pursuant to agenda requests the staff is presenting the sections of the charter listed below regarding the terms of a Councilor, the budget process, and recall provisions.

Terms: The current format is a 2 year term with the entire Council and Mayor up for reelection in the same year. Lewiston utilizes the same format. Cursory research shows that the more widely utilized format is a staggered term. There are many components to this approach and it is my understanding the Council wanted a general discussion.
Budget: General Review of the budget process. Some comparison to Ordinances may provide insight as to conflicts that have developed between the Charter and Ordinance. See specifically that the Charter in Sections 8.9 and 8.10 that clearly state that the Capital Programs must have a hearing of, "no less than two weeks after publication. However Ordinance Section 2-514 says the public hearing notice shall be, "not less than seven nor more than fifteen". The discrepancy is that the Charter requires 2 weeks but ordinance implies seven days. The Charter must be followed, but as a review process the City should investigate these irregularities.
Recall: Pursuant to recent communications from the City Attorney it is timely to discuss the process of recall and its operation.

For additional reference the City had a Charter Commission in 2004, and per charter must have one every 15 years.

Financial: None

Action Requested at this Meeting: Discussion and consideration of a Charter Commission.

Previous Meetings and History: None

Attachments: Charter Article(s) 2.2 Composition and Compensation, Section 8 Budget, & Section 9 Recall.
Ordinances Chapter 2 (Administration), Article 6 (Finance)
MRSA 30-A Section(s) 2102 & 2104
Memo from Attorney on Recall procedures

**Agenda items are not limited to these categories.*

ARTICLE II. CITY COUNCIL

Sec. 2.1. Powers and duties.

Sec. 2.2. Composition and compensation.

Sec. 2.3. Vacancies; forfeiture of office.

Sec. 2.4. Meetings.

Sec. 2.5. Quorum.

Sec. 2.6. Process.

Sec. 2.7. Standard codes.

Sec. 2.8. Review of Charter and ordinances.

Sec. 2.9. Offices incompatible.

Sec. 2.1. Powers and duties.

All powers granted to the city by this Charter and state law, except as otherwise specified by this Charter, are vested in the city council. The city council shall be the municipal officers of the city for all purposes required by statute or ordinance.

* Sec. 2.2. Composition and compensation.

The city council shall be comprised of the mayor and seven city councilors. Five councilors shall be elected one from each ward by and from the ward's registered voters. Two councilors shall be elected at-large by and from the registered voters of the city. The councilors shall hold office for a term of two years, or until their successors are elected and qualified. A write-in candidate for city council must receive at least 25 valid write-in votes in order to qualify for election to that position. The city council may appoint by rule non-voting student representatives to serve with the city council.

The city council shall, not later than June 30, 2006, determine the annual salary of the councilors by ordinance, but no ordinance increasing such salary shall become effective until the date of commencement of the terms of councilors elected at the next regular election. The councilors shall be reimbursed for their actual and necessary expenses incurred in the performance of their duties of office.

Sec. 2.3. Vacancies; forfeiture of office.

In case of the death, resignation, or removal from office more than six months prior to the next regular election, an unexpired term of councilor shall be filled by a special election, either citywide or in the ward in which the vacancy occurs, as the case may be, the warrants for which shall be issued by the city council. Whenever the office of councilor becomes vacant within six months prior to the next municipal election, the city council shall appoint a qualified representative at-large or from the ward in which the vacancy occurs, as the case may be, to serve until the person elected to fill the vacancy takes office.

A mayor or councilor shall forfeit office if that person:

a. Lacks at any time during the term of office any qualifications for the office prescribed by this Charter or by law, including residency of the ward from which elected;

b. Violates any express prohibition of this Charter;

c. Is convicted of a crime involving moral turpitude; or

d. Fails to attend three consecutive regular meetings of the city council, or of any board or authority to which appointed by the mayor under article 3, section 3, without being excused by the city council.

Sec. 2.4. Meetings.

The City council shall, at the call of the city clerk or deputy city clerk, first meet at Auburn Hall or such other public location within the city within 45 days after the regular municipal election to be sworn to the faithful discharge of their duties by the city clerk or deputy city clerk. The city council shall meet for subsequent meetings at such time and place as set by ordinance or resolution except that it shall meet regularly twice each month. All meetings of the city council, other than "executive sessions," shall be open to the public as required by state statute, and the city council shall promote effective public participation in and public notice of its meetings in the contemporary means of information sharing. Agendas and supporting information for meetings shall be available to the public at the city clerk's office at least two business days prior to the meeting, as well as electronically through the city's website, if available. Special meetings may be called by the mayor, or shall be called by the mayor or city manager on the written request of a majority of the voting members of the city council addressed to the mayor or the city manager.

Sec. 2.5. Quorum.

A majority of the voting members of the city council shall constitute a quorum for the transaction of business, but a smaller number may adjourn or compel attendance of absent members.

Sec. 2.6. Process.

A. *Record.* The city council shall keep a record of its own proceedings which, except for "executive sessions," shall be available to the public.

B. *Qualification.* The city council shall be judge of the qualification and election of its members and shall determine and enforce this Charter as well as its rules relating to procedure, misconduct, and forfeiture of office.

C. *Action.* The city council shall act only by oral motion or written ordinance, order, or resolve, except that all acts by which the city council appropriates or expends funds shall be by written ordinance, order, or resolve. All ordinances, orders, and resolves, except resolves making appropriations, shall be confined to one subject clearly expressed in its title. Appropriation resolves shall be confined to the subject of appropriations. No ordinance, order for the issue of bonds or notes, or appropriation resolve shall be passed until it has been read on two separate days, except when the requirement of a reading on two separate days has been dispensed by unanimous vote of the councilors present and voting. Every ordinance shall be published in full within five days after its final passage, by posting a copy of the same at the city clerk's office, as well as electronically on the city's website, if available, and shall take effect and be in force five days after the date of passage unless otherwise specifically provided in the ordinance.

D. *Voting.* A roll call vote shall be taken upon both first and second reading of all ordinances and entered on the record of the proceedings of the city council by the city clerk. An ordinance may be read by title only if, in the judgment of the mayor, or in the mayor's absence the presiding officer, it

would be unduly burdensome or repetitive to read the full text. A roll call vote shall be taken on the passage of any order or resolve when requested by any councilor. Except as otherwise required by this Charter, action by the city council shall require at least four affirmative votes. Five affirmative votes shall be required to adopt ordinances to take effect immediately upon enactment.

Sec. 2.7. Standard codes.

The city council may adopt any standard code of technical regulations by reference in an adopting ordinance, provided that such ordinance shall state the title, date of issuance, and issuing authority of the standard code or amendment which is adopted.

Sec. 2.8. Review of Charter and ordinances.

The city council shall provide for the review of the city's Charter and ordinances in their entirety at least once every 15 years.

Sec. 2.9. Offices incompatible.

Except where authorized by law, no councilor shall hold any other elected public office during the term for which the councilor was elected. No councilor shall hold any other city office or employment during the term for which the councilor was elected. Nothing in this section shall be construed to prohibit the city council from selecting any councilor to represent the city on the governing board of any regional or other intergovernmental agency.

No former councilor shall hold any compensated appointive city office or city employment until at least one year after expiration of that councilor's elective term.

ARTICLE VIII. FINANCIAL MANAGEMENT

Sec. 8.1. Fiscal year.

Sec. 8.2. Submission of budget and budget message.

Sec. 8.3. Budget message.

Sec. 8.4. Budget.

Sec. 8.5. City council action on budget.

Sec. 8.6. Appropriation and revenue resolve.

Sec. 8.7. Amendments after adoption.

Sec. 8.8. Administration and fiduciary oversight of the budget.

Sec. 8.9. Capital program.

Sec. 8.10. Action on capital program.

Sec. 8.11. Independent audit.

Sec. 8.12. Emergency reserve fund.

Sec. 8.13. Bonds issued.

Sec. 8.14. Temporary loans.

Sec. 8.15. Bonds required.

Sec. 8.16. Procurement.

Sec. 8.1. Fiscal year.

The fiscal year of the city shall begin on the first day of July and end on the last day of June.

Sec. 8.2. Submission of budget and budget message.

On or before the first day of May of each year, the city manager shall submit to the city council a budget for the ensuing fiscal year and an accompanying message.

Sec. 8.3. Budget message.

The city manager's message shall explain the budget both in fiscal terms and in terms of work programs, linking those programs to organizational goals and community priorities. It shall outline the proposed financial policies of the city for the ensuing fiscal year and the impact of those policies on future years. It shall describe the important features of the budget, indicate any major changes from the current year in financial policies, expenditures, and revenues together with the reasons for such changes, summarize the city's debt position, including factors affecting the ability to raise resources through debt issues, and include such other material as the city manager deems desirable.

Sec. 8.4. Budget.

The budget shall provide a complete financial plan of all city funds and activities for the ensuing fiscal year and, except as required by law or this Charter, shall be in such form as the city manager deems desirable or the city council may require for effective management and an understanding of the relationship between the budget and the city's strategic goals. The budget shall begin with a clear general summary of its contents; shall show in detail all estimated income, indicating the proposed property tax levy, and all proposed expenditures, including debt service, for the ensuing fiscal year; and shall be so arranged as to show comparative figures for actual and estimated income and expenditures of the current fiscal year and actual income and expenditures of the preceding fiscal year. It shall indicate in separate sections:

a. The proposed goals and expenditures for current operations during the ensuing fiscal year, detailed for each fund by department or by other organization unit, and program, purpose, or activity, method of financing such expenditures, and methods to measure outcomes and performance related to the goals;

b. Proposed longer-term goals and capital expenditures during the ensuing fiscal year, detailed for each fund by department or by other organization unit when practicable, the proposed method of financing each such capital expenditure, and methods to measure outcomes and performance related to the goals; and

c. The proposed goals, anticipated income and expense, profit and loss for the ensuing year for each utility or other enterprise fund or internal service fund operated by the city, and methods to measure outcomes and performance related to the goals. For any fund, the total of proposed expenditures shall not exceed the total of estimated income plus carried forward fund balance exclusive of reserves.

Sec. 8.5. City council action on budget.

A. *Notice and hearing.* The city council shall provide public notice of the budget process in the contemporary means of information sharing, including the city's website, if any, for:

1. The times and places where copies of the message and budget are available for inspection by the public; and

2. The time and place of the public hearing, not less than two weeks after the city manager submits the budget to the city council.

B. *Amendment before adoption.* After the public hearing, the city council may adopt the budget with or without amendment. In amending the budget, it may add or increase programs or amounts and may delete or decrease any programs or amounts except expenditures required by law or for debt service or for an estimated cash deficit, provided that no amendment to the budget shall increase the authorized expenditures to an amount greater than total estimated income.

C. *Adoption.* The city council shall, after at least one public hearing held at the time the city council considers its first reading of the annual appropriation resolve, adopt the budget on or before the last day of the last month of the fiscal year currently ending. If it fails to adopt the budget by this date, the budget proposed by the city manager shall go into effect.

Sec. 8.6. Appropriation and revenue resolve.

[A.] Prior to the beginning of the fiscal year the city council shall adopt an annual appropriation resolve making appropriations by department, fund, service, strategy, or other organizational unit and authorizing an allocation for each program or activity.

[B.] Before any new revenues may be collected to fund the budget, including taxes and changes in existing fees, the city council shall authorize such revenues by an annual revenue resolve.

Sec. 8.7. Amendments after adoption.

A. *Supplemental appropriations.* If during or before the fiscal year the city manager certifies that there are available for appropriation municipal revenues, including those of the department of education, in excess of those estimated in the budget, the city council by resolve may make supplemental appropriations for the year up to the amount of such excess.

B. *Emergency appropriations.* To address a public emergency affecting life, health, property, or the public peace, the city council may make emergency appropriations. To the extent that there are no available unappropriated revenues or a sufficient fund balance to meet such appropriations, the city council may by such emergency resolve authorize the issuance of emergency notes, which may be renewed from time to time, but the emergency notes and renewals of any fiscal year shall be paid or refinanced as long-term debt not later than the last day of the fiscal year next succeeding that in which the emergency appropriation was made.

C. *Reduction of appropriations.* If at any time during the fiscal year it appears probable to the city manager that the revenues or fund balances available will be insufficient to finance the expenditures for which appropriations have been authorized, the city manager shall report to the city council without delay, indicating the estimated amount of the deficit, any remedial action taken by the city manager, and recommendations as to any other steps to be taken. The city council shall then take such further action as it deems necessary to prevent or reduce any deficit, and for that purpose it may by resolve reduce or eliminate one or more appropriations.

D. *Transfer of appropriations.* At any time during or before the fiscal year, the city council may by resolution transfer part or all of the unencumbered appropriation balance from one department, fund, service, strategy, or organizational unit to the appropriation for other departments or organizational units or for a new appropriation. The city manager may transfer funds among programs within a department, fund, service, strategy, or organizational unit and shall report such transfers to the city council in writing in a timely manner.

E. *Limitation; effective* date. No appropriation for debt service may be reduced or transferred, except to the extent that the debt is refinanced and less debt service is required, and no appropriation may be reduced below any amount required by law to be appropriated or by more than the amount of the unencumbered balance thereof. The supplemental and emergency appropriations and reduction or transfer of appropriations authorized by this section may be made effective immediately upon adoption.

Sec. 8.8. Administration and fiduciary oversight of the budget.

The city council shall provide by ordinance, order, or resolve the procedures for administration and fiduciary oversight of the budget.

* Sec. 8.9. Capital program.

A. *Submission.* The city manager and superintendent of schools shall jointly prepare and submit to a joint meeting of the city council and school committee a multi-year capital program no later than one month before the final date for submission of the budget.

B. *Contents.* The capital program shall include:

1. A clear general summary of its contents;

2. Identification of the long-term goals of the community;
3. A list of all capital improvements and other capital expenditures which are proposed to be undertaken during the fiscal years next ensuing, with appropriate supporting information as to the necessity for each;
4. Cost estimates and recommended time schedules for each improvement or other capital expenditures;
5. Method of financing upon which each capital expenditure is to be reliant;
6. The estimated annual cost of operating and maintaining the facilities to be constructed or acquired;
7. A commentary on how the plan addresses the sustainability of the community and the region of which it is a part; and
8. Methods to measure outcomes and performance of the capital plan related to the long-term goals of the community.

The above shall be revised and extended each year with regard to capital improvements still pending or in process of construction or acquisition.

Sec. 8.10. Action on capital program.

A. *Notice and hearing.* The city council and school committee shall publish the general summary of the capital program and a notice stating:

1. The times and places where copies of the capital program are available for inspection by the public; and
2. The time and place, not less than two weeks after such publication, for joint public hearing(s) on the capital program.

B. *Adoption.* The city council by resolution shall adopt the capital program with or without amendment after the public hearing and on or before the last day of the last month of the current fiscal year.

Sec. 8.11. Independent audit.

[A.] The city council shall provide for an independent annual audit of all city accounts and may provide for more frequent audits as it deems necessary. An independent certified public accountant or firm of such accountants shall make such audits. Such audits shall be performed in accordance with generally accepted auditing standards (GAAS) and generally accepted governmental auditing standards (GAGAS).

[B.] The city council and school committee shall designate, respectively, two councilors and two school committee members who shall mutually select a fifth person to serve as an audit committee. This committee shall:

a. Lead the process of selecting an independent auditor, pursuant to section 8.16 of this Charter;
b. Direct the work of the independent auditor as to the scope of the annual audit and any matters of concern with respect to internal controls;
c. Receive the report of the independent auditor and present that report to a joint meeting of the city council and school committee with any recommendations from the committee; and
d. Review the implementation of the procurement policy and report to the city council and school committee as to the strengths and weaknesses of the policy.

[C.] Upon recommendation of the audit committee, the city council shall designate such accountant or firm annually, or for a period not exceeding three years, but the designation for any particular fiscal year shall be made no later than 180 days after the beginning of such fiscal year. The standard for independence is that the auditor must be capable of exercising objective and impartial judgment on all issues encompassed within the audit engagement.

Sec. 8.12. Emergency reserve fund.

[A.] The city council shall provide in the appropriation resolve for an emergency reserve fund from which transfers may be made by vote of the city council to meet emergencies and other unforeseen events. At the end of each fiscal year, remaining monies in the emergency reserve fund which have not been committed shall pass to the undesignated general fund balance.

[B.] The emergency reserve fund shall be annually funded in an amount equal to at least one-half of one percent (0.5%) of the total amount to be appropriated for all purposes of the current fiscal year.

Sec. 8.13. Bonds issued.

[A.] The city may issue bonds pledging the credit of the city in the manner prescribed by and subject to the provisions of state law. Prior to any vote to issue bonds, the city council shall provide public notice, in the contemporary means of information sharing, of the general summary of the proposal for such bond issue, stating:

a. The times and places where copies of the bond proposal are available for inspection by the public; and

b. The time and place, not less than two weeks after such notice, for a public hearing on the bond proposal.

A. *Roads, utilities and vehicles.* After public notice and hearing the city council, by an affirmative vote of five councilors, may approve issuance of bonds for roads, sidewalks, sewers, water service, vehicles and emergencies.

B. *Refinanced bonds.* After public notice and hearing the city council, by an affirmative vote of five councilors, may approve issuance of bonds to refinance existing city bonds.

C. *Buildings and structures.*

1. Except for the bond proposals described in sections A and B, above, the city council, after public notice and hearing, may approve, by an affirmative vote of five councilors, issuance of bonds when the cost of any one project is less than nine percent of the annual appropriation resolve most recently voted by the city council.

2. When the cost of any one such project exceeds nine percent of said annual appropriation resolve, the city council by a majority vote may place such bond proposal on the ballot for citywide election. Such bond proposal must be approved by a majority of those voters who vote in that citywide election.

[B.] Every order for the issue of bonds shall provide for a tax levy, or other means of repayment, for each year to meet the annual installment of principal and such interest as may accrue in each respective year.

Sec. 8.14. Temporary loans.

The city may borrow money in anticipation of receipts from taxes during any fiscal year, but the aggregate amount of such loans shall not at any time exceed 80 percent of the revenue from taxes received during the preceding fiscal year.

Sec. 8.15. Bonds required.

The city council shall require bonds, with sufficient sureties, from all persons entrusted with the collection, custody, or disbursements of public funds.

Sec. 8.16. Procurement.

[A.] The city council shall by rule adopt, within one year from the adoption of this Charter, a procurement policy for the city's purchase of materials and services for all the city's departments, including the department of education. This procurement process shall assure an understandable, comprehensive, fair process for such purchases based on state statute, state rules and regulations, and the city's experience and expertise in this area.

[B.] The city council and school committee shall designate, respectively, two councilors and two school committee members, who shall mutually select a fifth person, to serve as a procurement policy committee. This committee shall:

a. Lead the process to develop a city procurement policy; and

b. Report to a joint meeting of the city council and school committee with a recommendation from the committee for a rule to implement the goals stated in this section.

DIVISION 2. CAPITAL IMPROVEMENTS PROGRAM [16]

Sec. 2-511. Preparation.

Sec. 2-512. Contents.

Sec. 2-513. Updating.

Sec. 2-514. Public notice and hearing.

Sec. 2-515. Council action.

Secs. 2-516—2-538. Reserved.

Sec. 2-511. Preparation.

The city manager shall, each year, after consultation with the various department heads, prepare a five-year capital improvements program, including capital improvements proposed for the school department by the superintendent of schools. No less than 30 days prior to the submission by the city manager of the annual city budget, he shall refer the proposed capital improvements program to the planning board for its review to ensure compatibility with the comprehensive plan.

(Code 1967, § 4-2.1)

Sec. 2-512. Contents.

The capital improvements program shall include:

(1) A clear summary of its contents.

(2) A list of all capital improvements which are proposed to be undertaken during the next five fiscal years, with appropriate supporting information as to the necessity of each such proposed project.

(3) Cost estimates, method of financing, and recommended time schedule for each such proposed project.

(4) The estimated annual cost of maintaining existing facilities and infrastructure.

(Code 1967, § 4-2.2)

Sec. 2-513. Updating.

The information required regarding each such capital project shall be revised and updated each year with regard to capital improvements still pending or in the process of being constructed or required.

(Code 1967, § 4-2.3)

DIVISION 2. CAPITAL IMPROVEMENTS PROGRAM

Sec. 2-514. Public notice and hearing.

The council shall publish its capital improvements program on its website and make it available for inspection in the office of the city clerk. Notice of public hearing on the capital improvements program shall be given not less than seven nor more than 15 calendar days prior to the date of hearing.

(Code 1967, § 4-2.4)

Sec. 2-515. Council action.

The city council shall by resolution adopt the capital improvements program with or without an amendment after a public hearing on, or before, the date at which the annual city budget is adopted. At the time that the capital improvements program is adopted, the city council shall identify the sources of funding for all capital projects and infrastructure repairs.

(Code 1967, § 4-2.5)

Secs. 2-516—2-538. Reserved.

FOOTNOTE(S):

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State Law reference— Public improvements generally, 5 M.R.S.A. § 1741 et seq.; municipal capital improvement and capital equipment accounts, 30-A M.R.S.A. § 5801. (Back)

ARTICLE IX. INITIATIVE, REFERENDUM, AND RECALL

Sec. 9.1. General authority.

Sec. 9.2. Commencement of proceedings.

Sec. 9.3. Petitions.

Sec. 9.4. Procedure after filing.

Sec. 9.5. Referendum petitions; suspension of effect.

Sec. 9.6. Action on petitions.

Sec. 9.7. Results of election.

Sec. 9.1. General authority.

A. *Initiative.* The registered voters of the city shall have the power to propose ordinances, orders, and resolves to the city council and, if the city council fails to adopt the matter proposed without any change in substance, to adopt or reject it at a city election, provided that such power shall not extend to the budget or capital program or any ordinance, order, or resolve relating to appropriation of money, levy of taxes, or salaries of city officers or employees. An initiative which fails to win a majority vote in a citywide election may not be the subject of another initiative for at least six months after the citywide election in which it failed.

B. *Referendum.* The registered voters of the city shall have power to require reconsideration by the city council of any adopted ordinance, order, or resolve and, if the city council fails to repeal the matter so reconsidered, to approve or reject it at a city election, provided that such power shall not extend to the budget or capital program or any emergency ordinance or ordinance, order, or resolve relating to appropriation of money or levy of taxes. A referendum which fails to win a majority vote in a citywide election may not be the subject of another referendum for at least six months after the citywide election in which it failed.

C. *Recall.* The registered voters of the city shall have the power to recall any elected official, but no recall petition shall be filed against any official within six months after the official takes office, nor, in the case of an official subjected to a recall election and not removed, until at least six months after the recall election.

Sec. 9.2. Commencement of proceedings.

[A.] Any five registered voters may commence initiative, referendum, or recall proceedings by filing with the city clerk an affidavit stating they will constitute a petitioners' committee and be responsible for circulating the petition, filing it in proper form, stating their names and addresses, and specifying the address to which all notices to the committee are to be sent, as well as setting out in full the proposed initiative ordinance, order, or resolve or citing the ordinance, or other matter sought to be reconsidered, or the elected official proposed to be recalled, together with a statement not to exceed 200 words, of the reasons for the recall. Grounds for the recall should relate to and affect the administration of the official's office and be of a substantial nature directly affecting the rights and interest of the public. Promptly after receipt of a recall petition, the city clerk shall serve, personally or by certified mail, return receipt requested, restricted delivery, a copy of the affidavit on the elected official sought to be recalled. Within ten days of the copy's delivery, refusal, or being unclaimed, the

elected official sought to be recalled may file a statement with the city clerk not to exceed 200 words in response.

[B.] Promptly after the affidavit of the petitioners' committee is filed, the city clerk shall issue appropriate petition blanks to the petitioners' committee.

Sec. 9.3. Petitions.

A. *Number of signatures.* Initiative and referendum petitions must be signed by registered voters of the city equal in number to at least ten percent of the number of registered voters as of the date on which the petitioners' committee filed its affidavit. Recall petitions must be signed by at least 15 percent of the number of registered voters as of the date on which the petitioners' committee filed its affidavit.

B. *Form and content.* All papers of a petition shall be uniform in size and style and shall be assembled as one instrument for filing. Each signature shall be executed in ink or indelible pencil and shall be followed by the address of the person signing. Petitions shall contain or have attached during their circulation the full text of the ordinance, order, or resolve proposed or sought to be reconsidered or the name of the elected official proposed to be recalled and the reasons for that action. Petitions for recall shall be limited to the recall of one individual and shall contain the statement of grounds for the recall and the response of the official sought to be recalled, if any. If no response was filed, the petition shall state that fact.

C. *Affidavit of circulator.* Each paper of a petition shall have attached to it when filed an affidavit signed by the circulator stating the number of signatures as well as that the circulator:

(a.) Is a resident of the city;

(b.) Personally circulated the paper;

(c.) Had all the signatures signed in the circulator's presence;

(d.) Believes the signatures are the genuine signature of the persons; and

(e.) That each signer had an opportunity before signing to read the full text of the ordinance proposed or to be reconsidered or the name of the elected official proposed to be recalled and the statements of both the official and the petitioners' committee.

D. *Time for filing.* Referendum affidavits must be filed within 30 days after adoption by the city council of the ordinance, order, or resolve sought to be reconsidered. petitions for initiative, referendum and recall must be filed with the city clerk within 90 days of the city clerk's issuance of petitions, otherwise the petitions expire.

Sec. 9.4. Procedure after filing.

A. *Certificate of city clerk; amendment.* Within 20 days after the petition is filed, the city clerk shall complete a certificate as to its sufficiency, specifying, if it is insufficient, the particulars wherein it is defective and shall promptly send a copy of the certificate to the petitioners' committee by certified mail, return receipt requested, restricted delivery. A petition certified insufficient for lack of the required number of valid signatures may be amended once, if the petitioners' committee files a notice of intention to amend it with the city clerk within five days after receiving the copy of the certificate and files a supplementary petition upon additional papers within ten days after receiving the copy of such certificate. Such supplementary petition shall comply with the requirements of subsections B and C of section [9.]3 above. Within five days after the supplementary petition is filed, the city clerk shall complete a certificate as to the sufficiency of the petition as amended and promptly send a copy of such certificate to the petitioners' committee by certified mail, return receipt requested, restricted delivery, as in the case of an original petition. If a petition or amended petition is

certified sufficient, or if a petition or amended petition is certified insufficient and the petitioners' committee does not elect to amend or request city council review under subsection B of this section within the time required, the city clerk shall promptly present the certificate to the city council and the certificate shall then be a final determination as to the sufficiency of the petition.

B. *City council review.* If a petition has been certified insufficient and the petitioners' committee does not file notice of intention to amend it, or if an amended petition has been certified insufficient, the committee may, within two days after receiving the copy of such certificate, file a request for review by the city council. The city council shall review the certificate at its next meeting following the filing of such request and approve or disapprove it. The city council's determination shall be a final determination as to the sufficiency of the petition. The official proposed to be recalled shall not participate in any proceedings regarding the petition or the election.

C. *Court review; new petition.* A final determination as to the sufficiency of a petition shall be subject to court review. A final determination of insufficiency, even if sustained upon court review, shall not prejudice the filing of a new petition for the same purpose.

Sec. 9.5. Referendum petitions; suspension of effect.

When a referendum petition is filed with the city clerk, the ordinance, order, or resolve sought to be reconsidered shall be suspended from taking effect. Such suspension shall terminate when:

a. There is a final determination of insufficiency of the petition; or

b. The petitioners' committee withdraws the petition; or

c. The city council repeals the ordinance, order, or resolve; or

d. Thirty days have elapsed after a vote of the city on the ordinance, order, or resolve.

Sec. 9.6. Action on petitions.

A. *Action by city council.* When an initiative or referendum petition has been fully determined sufficient, the city council shall promptly consider the proposed initiative ordinance, order, or resolve in the manner provided in article 2 or reconsider the referred ordinance, order, or resolve by voting its repeal. If the city council fails to adopt a proposed initiative ordinance, order, or resolve without any change in substance within 60 days or fails to repeal the referred ordinance, order, or resolve within 30 days after the date the petition was finally determined sufficient, it shall submit the proposed or referred matter to the voters of the city.

B. *Submission to voters.* The vote of the city on a proposed or referred ordinance, order, or resolve shall be held not less than 120 days and not later than six months from the date of the final city council vote thereon. In the case of a recall petition, the election shall be held not later than six months after the petition is finally determined to be sufficient. If no regular city election is to be held within the period prescribed in this subsection, the city council shall provide for a special election; otherwise, the vote shall be held at the same time as such regular election except that the city council may, in its discretion, provide for a special election at an earlier date within the prescribed period. Copies of the proposed or referred matter shall be available for view at the polls.

C. *Withdrawal of petition.* An initiative, referendum, or recall petition may be withdrawn at any time prior to the 15th day preceding the day scheduled for a vote of the city, by filing with the city clerk a request for withdrawal signed by at least four members of the petitioners' committee. Upon the filing of such request, the petition shall have no further force or effect and all proceedings thereon shall be terminated.

Sec. 9.7. Results of election.

A. *Initiative.* If a majority of the registered voters voting on a proposed initiative ordinance, order, or resolve vote in its favor, it shall be considered adopted upon certification of the election results and shall be treated in all respects in the same manner as ordinances, orders, or resolves of the same kind adopted by the city council. If conflicting ordinances, orders, or resolves are approved at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

B. *Referendum.* If a majority of the registered voters voting on a referred ordinance, order, or resolve vote for repeal, it shall be considered repealed upon certification of the election results.

C. *Recall.* If a majority of the registered voters voting on a recall petition vote in favor of the petition, the office of the recalled official shall become vacant upon certification of the election results. If the election results or procedure is legally challenged by the recalled official, that person's right to serve in that office shall be suspended and the city shall not compensate that official pending the resolution of the legal proceeding.

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§2101 Title 30-A: §2103

MUNICIPALITIES AND COUNTIES HEADING: PL 1987, C. 737, PT. A, §2 (NEW)

Part 2: MUNICIPALITIES HEADING: PL 1987, C. 737, PT. A, §2 (NEW)

Subpart 2: ORGANIZATION AND INTERLOCAL COOPERATION HEADING: PL 1987, C. 737, PT. A, §2 (NEW)

Chapter 111: HOME RULE HEADING: PL 1987, C. 737, PT. A, §2 (NEW)

§2102. Charter revisions, adoptions, procedure

1. Municipal officers. The municipal officers may determine that the revision of the municipal charter be considered or that adoption of a new municipal charter be considered and, by order, provide for the establishment of a charter commission to carry out that purpose as provided in this chapter.

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

2. Petition by voters. On the written petition of a number of voters equal to at least 20% of the number of votes cast in the municipality at the last gubernatorial election, but in no case less than 10, the municipal officers, by order, shall provide for the establishment of a charter commission for the revision of the municipal charter or the preparation of a new municipal charter as provided in this chapter.

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

3. Petition procedure. The following procedure shall be used in the alternative method set out in subsection 2.

A. Any 5 voters of the municipality may file an affidavit with the municipal clerk stating:

(1) That the 5 voters will constitute the petitioners' committee;

(2) The names and addresses of the 5 voters;

(3) The address to which all notices to the committee are to be sent; and

(4) That the 5 voters will circulate the petition and file it in proper form.

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The petitioners' committee may designate additional voters of the municipality, who are not members of the committee, to circulate the petition.

Promptly after the affidavit is filed, the clerk shall issue petition blanks to the committee. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. The municipal clerk shall prepare the petition forms at the municipality's expense. The petition forms shall be printed on paper of uniform size and may consist of as many individual sheets as are reasonably necessary.

(1) Petition forms shall carry the following legend in bold lettering at the top of the face of each form.

"Municipality of ...."

"Each of the undersigned voters respectfully requests the municipal officers to establish a Charter Commission for the purpose of revising the Municipal Charter or preparing a New Municipal Charter."

Each signature to a petition must be in ink or other indelible instrument and must be followed by the residence of the voter with street and number, if any. No petition may contain any party or political designation.

(2) The clerk shall note the date of each petition form issued. All petitions must be filed within 120 days of the date of issue or they are void.

(3) Each petition form shall have printed on its back an affidavit to be executed by the circulator, stating:

(a) That the circulator personally circulated the form;

(b) The number of signatures on the form;

(c) That all the signatures were signed in the circulator's presence;

(d) That the circulator believes them to be genuine signatures of the persons whose names they purport to be;

(e) That each signer has signed no more than one petition; and

(f) That each signer had an opportunity to read the petition before signing. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

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C. Petition forms shall be assembled as one instrument and filed at one time with the clerk. The clerk shall note the date of filing on the forms. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

4. Procedure after filing. Within 20 days after the petition is filed, the clerk shall complete a certificate as to its sufficiency, specifying, if it is insufficient, the particulars which render it defective. The clerk shall promptly send a copy of the certificate to the petitioners' committee by mail and shall file a copy with the municipal officers.

A. A petition certified insufficient for lack of the required number of valid signatures may be amended once if the petitioners' committee files a notice of intention to amend it with the clerk within 2 days after receiving the copy of the clerk's certificate.

Within 10 days after this notice of intention is filed, the committee may file a supplementary petition to correct the deficiencies in the original. This supplementary petition, in form and content, must comply with the requirements for an original petition under subsection 3. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. Within 5 days after a supplementary petition is filed, the clerk shall complete and file a certificate as to its sufficiency in the manner provided for an original petition. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

C. When an original or supplementary petition has been certified insufficient, the committee, within 2 days after receiving the copy of the clerk's certificate, may file a request with the municipal officers for review.

The municipal officers shall inspect the petitions in substantially the same form and manner as a recount under section 2531-B and shall make due certificate of that inspection. The municipal officers shall file a copy of that certificate with the municipal clerk and mail a copy to the committee. The certificate of the municipal officers is a final determination of the sufficiency of the petitions. [2011, c. 255, §1 (AMD).]

D. Any petition finally determined to be insufficient is void. The clerk shall stamp the petition void and seal and retain it in the manner required for secret ballots. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c.

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6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[2011, c. 255, §1 (AMD) .]

5. Election procedure. Within 30 days after the adoption of an order under subsection 1 or the receipt of a certificate or final determination of sufficiency under subsection 4, the municipal officers shall by order submit the question for the establishment of a charter commission to the voters at the next regular or special municipal election held at least 90 days after this order.

A. The question to be submitted to the voters shall be in substance as follows:

"Shall a Charter Commission be established for the purpose of revising the Municipal Charter or establishing a New Municipal Charter?"

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

SECTION HISTORY
1987, c. 737, Pt. A, §2 (NEW). 1987, c. 737, Pt. C, §106 (NEW). 1989, c. 6, (AMD). 1989, c. 9, §2 (AMD). 1989, c. 104, Pt. C, §§8, 10 (AMD). 1993, c. 608, §4 (AMD). 2011, c. 255, §1 (AMD).

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Maine Revised Statutes

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§2103 Title 30-A: §2105

MUNICIPALITIES AND COUNTIES
HEADING: PL 1987, C. 737, PT. A, §2 (NEW)
Part 2: MUNICIPALITIES HEADING: PL 1987, C. 737, PT. A, §2 (NEW)
Subpart 2: ORGANIZATION AND INTERLOCAL COOPERATION HEADING: PL 1987, C. 737, PT. A, §2 (NEW)
Chapter 111: HOME RULE HEADING: PL 1987, C. 737, PT. A, §2 (NEW)

§2104. Charter amendments; procedure

1. Municipal officers. The municipal officers may determine that amendments to the municipal charter should be considered and, by order, provide for notice and hearing on them in the same manner as provided in subsection 5, paragraph A. Within 7 days after the hearing, the municipal officers may order the proposed amendment to be placed on a ballot at the next regular municipal election held at least 30 days after the order is passed; or they may order a special election to be held at least 30 days from the date of the order for the purpose of voting on the proposed amendments.

A. Each amendment shall be limited to a single subject, but more than one section of the charter may be amended as long as it is germane to that subject. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. Alternative statements of a single amendment are prohibited. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

2. Petition by voters. On the written petition of a number of voters equal to at least 20% of the number of votes cast in a municipality at the last gubernatorial election, but in no case less than 10, the municipal officers, by order, shall provide that proposed amendments to the municipal charter be placed on a ballot in accordance with paragraphs A and B.

A. Each amendment shall be limited to a single subject, but more than one section of the charter may be amended as long as it is germane to that subject. [1987, c. 737, Pt. A, §2 (NEW);

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1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. Alternative statements of a single amendment are prohibited. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

3. Petition procedure. The petition forms shall carry the following legend in bold lettering at the top of the face of each form.

> "Municipality of ...."
>
> "Each of the undersigned voters respectfully requests the municipal officers to provide for the amendment of the municipal charter as set out below."

No more than one subject may be included in a petition.

In all other respects, the form, content and procedures governing amendment petitions shall be the same as provided for charter revision and adoption petitions under section 2102, including procedures relating to filing, sufficiency and amendments.

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

4. Amendment constituting revision. At the request of the petitioners' committee, the petition form shall also contain the following language:

> "Each of the undersigned voters further requests that if the municipal officers determine that the amendment set out below would, if adopted, constitute a revision of the charter, then this petition shall be treated as a request for a charter commission."

Upon receipt of a petition containing this language, the municipal officers, if they determine with the advice of an attorney that the proposed amendment would constitute a revision of the charter, shall treat the petition as a request for a charter commission and follow the procedures applicable to such a request.

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

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5. Action on petition. The following procedures shall be followed upon receipt of a petition certified to be sufficient.

A. Within 10 days after a petition is determined to be sufficient, the municipal officers, by order, shall provide for a public hearing on the proposed amendment. At least 7 days before the hearing, they shall publish a notice of the hearing in a newspaper having general circulation in the municipality. The notice must contain the text of the proposed amendment and a brief explanation. The hearing shall be conducted by the municipal officers or a committee appointed by them. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. Within 7 days after the public hearing, the municipal officers or the committee appointed by them shall file with the municipal clerk a report containing the final draft of the proposed amendment and a written opinion by an attorney admitted to the bar of this State that the proposed amendment does not contain any provision prohibited by the general laws, the United States Constitution or the Constitution of Maine. In the case of a committee report, a copy shall also be filed with the municipal officers. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

C. On all petitions filed more than 120 days before the end of the current municipal year, the municipal officers shall order the proposed amendment to be submitted to the voters at the next regular or special municipal election held within that year after the final report is filed. If no such election will be held before the end of the current municipal year, the municipal officers shall order a special election to be held before the end of the current municipal year for the purpose of voting on the proposed amendment. Unrelated charter amendments shall be submitted to the voters as separate questions. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

6. Summary of amendment. When the municipal officers determine that it is not practical to print the proposed amendment on the ballot and that a summary would not misrepresent the subject matter of the proposed amendment, the municipal officers shall include in their order a summary of the proposed amendment, prepared subject to the requirements of section 2105, subsection 3, paragraph C, and instruction to the clerk to include the summary on the ballot instead of the text of the proposed amendment.

[1991, c. 622, Pt. X, §10 (AMD) .]

SECTION HISTORY
1987, c. 737, §§A2,C106 (NEW). 1989, c. 6, (AMD). 1989, c. 9, §2 (AMD). 1989, c. 104, §§C8,10 (AMD). 1991, c. 622, §X10 (AMD).

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MEMORANDUM

To: Susan Clements-Dallaire, Auburn City Clerk
From: Daniel C. Stockford, City Attorney
Re: Sufficiency of Petitioner's Affidavit for Commencing Recall Proceeding
Date: June 11, 2013

I have reviewed the document entitled "Petitioner's Affidavit," that you forwarded yesterday, together with the seven petition sheets attached to the "Petitioner's Affidavit." It is my determination that the documents do not meet the requirements for commencement of a recall petition set forth in Section 9.2 of the Auburn City Charter. I recommend that you notify the individuals listed on the "Petitioner's Affidavit" of this determination in order to provide them an opportunity to submit an affidavit that satisfies the Charter requirements.

Section 9.2 of the Charter provides, in relevant part, as follows:

> "Any five (5) registered voters may commence initiative, referendum, or recall proceedings by filing with the City Clerk an affidavit stating they will constitute a petitioners' committee and be responsible for circulating the petition, filing it in proper form, stating their names and addresses, and specifying the address to which all notices to the committee are to be sent, as well as setting out in full…the elected official proposed to be recalled, together with a statement not to exceed two hundred (200) words, of the reasons for the recall. Grounds for the recall should relate to and affect the administration of the official's office and be of a substantial nature directly affecting the rights and interest of the public."

A recall petition implicates the rights of both the petitioners and the elected officials sought to be recalled. For this reason, it is important for the City to require that the recall provisions of the Charter are complied with. Failure to require compliance with the Charter's recall provisions could lead to legal challenges by those who are the subject of the recall petition.

The document entitled "Petitioner's Affidavit" simply states as follows: "Please send all requests, questions or inquiries to Michael Farrell, Dan Herrick, Joe Gray, Ron Potvin, Ray Berebe, Bob Mennealy." The document then lists each individual by name, telephone number and address. The document is signed and sworn to before a notary public by a single individual, apparently Ron Potvin. Attached to the document are seven petition sheets stating as follows: "I [The Undersigned] am signing the following recall petition against school committee member

_____. I support education and feel that the policy and decision matters for Auburn's school need to be changed." Each of the seven petition sheets contains the name of a different member of the School Committee, and each petition sheet includes unsworn signatures of the six individuals listed on the document entitled "Petitioner's Affidavit."

An affidavit is defined as "[a] voluntary declaration of facts written down and sworn to by the declarant before an officer authorized to administer oaths." Black's Law Dictionary (9th ed. 2009). Although one of the individuals listed on the "Petitioner's Affidavit" signed the document under oath before a notary public, the Charter requirement for an affidavit by five registered voters necessarily requires that the affidavit must be signed and sworn to by all of the registered voters who will constitute the petitioner's committee.

Section 9.2 also requires that the affidavit must state that "they will constitute a petitioner's committee and be responsible for circulating the petition, filing it in proper form…." There is no statement on either the "Petitioner's Affidavit" or the seven petition sheets that the individuals will constitute a petitioner's committee and be responsible for circulating the petition and filing it in proper form. Because members of a petitioner's committee have specific roles and responsibilities under Section 9.4 and 9.5 of the Charter, including the authority to withdraw the petition prior to a date scheduled for a vote on the recall, it is important that the individuals state under oath their affirmative intent to serve on the petitioner's committee.

The Charter also requires that the affidavit must identify the elected official proposed to be recalled. The "Petitioner's Affidavit" does not include a sworn statement that identifies the elected officials proposed to be recalled. It is not sufficient for the elected officials to be identified in separate documents that are not sworn to by all of the members of the petitioner's committee.

It also should be noted that the Charter requires that the affidavit must be accompanied by "a statement not to exceed two hundred (200) words of the reasons for the recall" and that the "grounds for the recall should relate to and directly affect the administration of the official's office and be of a substantial nature directly affecting the rights and interests for the public." The only statement of reasons for the recall is a statement set forth on the separate petition sheets that "I support education and feel that the policy and decision matters for Auburn's schools need to be changed." If this is intended to be the statement of the reasons for recall, it is doubtful that this statement of grounds "relate to and affect the administration of the official's office and be of a substantial nature directly affecting the rights and interest of the public." Because Section 9.2 states only that the grounds for recall "should" relate to such matters, the apparent inadequacy of this statement would not by itself be grounds for determining that the affidavit does not meet the requirements of Section 9.2. Nevertheless, if another affidavit is submitted, the affidavit must include some statement of the grounds for the proposed recall, either in the body of the affidavit itself or by reference to a separate document.

I also understand that David Young, one of the individuals identified on the petition sheets as a School Committee member is, in fact, a City Council member who has been appointed by the Mayor to serve on the School Committee. The right of recall under Article 9 of the Charter runs only to elected officials and not appointed officials. Because the petition sheet refers to Mr. Young as a School Committee member, it is not clear whether there is a proposal to recall Mr. Young as a member of the City Council. If the individuals propose to recall Mr. Young from his position on the City Council, they should make that clear in their affidavit.

DCS/lh

BRANN & ISAACSON

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MEMORANDUM

To: Susan Clements-Dallaire, City Clerk
From: Daniel C. Stockford, City Attorney
Re: Voter Eligibility to Petition for Recall
Date: June 12, 2013

I understand that you have received an inquiry as to whether voters who sign a recall petition must be from the ward that elected the official who is the subject of the recall. This inquiry raises the related question of whether the five registered voters who file an affidavit to commence a recall proceeding must be from the ward that elected the official who is proposed to be recalled.

It is my conclusion that voters of the ward from which an official was elected are the only voters who can seek his or her recall, either by filing an affidavit to commence the recall proceeding or by signing a recall petition. It also follows that the number of petition signatures required to trigger a recall election for a municipal official representing a ward is 15% of the registered voters in that ward rather than 15% of the registered voters in the entire City.

Section 9.3(A) of the Charter provides: "Recall petitions must be signed by at least fifteen percent (15%) of the number of registered voters as of the date on which the petitioner's committee filed its affidavit." Section 9.2 of the Charter states that "[a]ny five (5) registered voters may commence initiative referendum or recall proceedings by filing with the City Clerk an affidavit stating they will constitute a petitioner's committee…." Under Section 5.3 of the Charter, the only voters eligible to sign a nominating petition for Councilor or School Committee are registered voters of the candidate's ward, except that petitions for at-large candidates may have signatures from registered voters from any ward. Similarly, the only voters eligible to vote for a Council or School Committee candidate are those voters who reside in the candidate's ward, except for at-large officials who are elected by voters throughout the City.

Courts have held that the only voters who are eligible to seek recall of an elected official are voters from the precinct that elected the official. In *Vecchia v. Sullivan*, 13 Mass. L. Rptr. 331, 2001 WL 920017 (Mass. Super. Ct. 2001), the Court addressed whether a charter requirement that a recall petition must be signed by 10% of registered voters meant that the petition must be signed by 10% of the voters in the precinct from which the official was elected

or 10% of all the voters in town. Noting that state law required that nominating petitions must be signed by voters from the election district for which the nomination was made, the Court held as follows:

> It would seem axiomatic that the voters of the precinct from which the elected official was elected and serves are the only voters who can seek his recall. To hold otherwise would lead to situations wherein the voters of other precincts could seek the recall of an elected official for whom they could not vote and whose interests the official was not elected to represent. This is not what was intended by the voters of the town when they adopted a recall provision.

Id.; *see also Kotar v. Zupan*, 202 Mont. 429, 658 P.2d 1095 (1983) (holding that "[o]nly those Red Lodge electors living in each alderman's district are eligible to sign a petition to recall that alderman...[and] only 20% of the qualified electors of an alderman's district need sign a recall petition"); *Roman v. Sharper*, 53 N.J. 338, 250 A.2d 745 (1969) (holding that "in the case of a ward councilman the [recall] petition may be signed only by registered voters of that ward," and that where statute required that petition must be signed by specific percentage of voters "the percentage applies to the total voter registry of the ward concerned rather than of the entire municipality.")

Based on the court precedent, it is my conclusion that the only voters eligible to sign an affidavit to commence a recall proceding, or a petition for recall, are registered voters of the ward from which the official was elected. In evaluating whether sufficient signatures have been collected on a petition to recall an official elected from a ward, you would need to determine whether there are valid signatures from 15% of the registered voters in the elected official's ward, rather than 15% of the registered voters in the entire City.

For officials elected on an at-large basis, on the other hand, registered voters from any ward are eligible to sign an affidavit to commence a recall proceeding or a petition for recall. The number of signatures required to trigger a recall election for an at-large official is 15% of the registered voters in the entire City.

City Council
Workshop Information Sheet

City of Auburn

Council Workshop Date: July 15, 2013 **Item** B

Author: Clint Deschene, City Manager

Item(s) checked below represent the subject matter related to this workshop item.

☐**Comprehensive Plan** ☐**Work Plan** ☐**Budget** ☐**Ordinance/Charter** ☒**Other Business*** ☐**Council Goals****

****If Council Goals please specify type:** ☐***Safety*** ☐***Economic Development*** ☐***Citizen Engagement***

Subject: Creating a Public Services Department

Information: To update the City Council on staff's review of re-organizing Public Works with Parks & Recreation to create a Public Services Department with 3 Divisions: Parks & Recreation, Public Works, and Engineering.

Financial: None

Action Requested at this Meeting: None

Previous Meetings and History: None

Attachments: Combined budget FY14

**Agenda items are not limited to these categories.*

CITY OF AUBURN

Fiscal Year 2014
Adopted 6.24.2013

Account Title	FY 2012 Actual	FY 2013 Approved	FY 2013 Projected	FY 2014 Dept. Request	FY 2014 Council Adopted	Increase/ Decrease	%
Public Services							
Regular Salaries	2,627,143	2,741,483	2,300,276	2,907,433	2,759,750	18,267	0.7%
Part-Time Wages-Parks	10,603	40,000	50,200	55,200	-	(40,000)	-100.0%
Part-Time Wages-Rec	42,780	4,000	4,000	4,000	4,000	-	0.0%
Longevity Bonus	1,200	-	800	600	600	600	0.0%
Educational Incentive	7,175	8,200	8,200	8,200	8,200	-	0.0%
Sick Leave Incentive	11,887	11,150	11,887	11,150	11,150	-	0.0%
Uniform Allowance	35,880	36,489	37,800	39,629	39,629	3,140	8.6%
Safety Compliance	8,296	8,296	8,981	8,629	8,629	333	4.0%
OT - Regular	22,057	21,794	19,504	22,101	22,101	307	1.4%
OT - Winter Road Maintenance	100,654	154,802	90,000	157,604	157,604	2,802	1.8%
OT - Fleet Services	2,178	1,500	1,300	1,600	1,600	100	6.7%
OT - Recycling	839	766	1,133	817	-	(766)	-100.0%
OT - Traffic	1,920	1,287	1,663	2,584	2,584	1,297	100.8%
OT - Sand Removal	1,572	2,331	2,300	2,643	2,643	312	13.4%
PS - General	19,548	27,346	42,072	108,431	56,431	29,085	106.4%
PS - Testing & Monitoring	978	1,176	1,153	1,206	1,206	30	2.6%
PS - Water Quality Monitoring	9,395	14,000	-	14,000	14,000	-	0.0%
PS - Recording Fee	10	250	250	250	250	-	0.0%
PS - Snow Removal	2,173	10,200	5,000	10,200	10,200	-	0.0%
PS - Tree Removal	6,874	5,800	5,730	9,250	5,800	-	0.0%
PS - Centerline Striping	67,443	77,702	70,483	85,474	80,000	2,298	3.0%
Solid Waste Disposal	295,909	259,630	248,385	310,300	257,195	(2,435)	-0.9%
Solid Waste Collection	399,568	409,557	399,568	419,796	419,796	10,239	2.5%
Solid Waste Recycling	-	-	-	256,000	-	-	0.0%
Reports, Printing, & Binding	1,146	600	450	3,155	3,155	2,555	425.8%
Office Supplies	4,447	6,160	4,200	7,075	7,075	915	14.9%
Other Sup - Operating	1,751	5,215	4,248	3,750	3,750	(1,465)	-28.1%
Other Sup - Maintenance	31,005	25,557	26,418	29,566	25,100	(457)	-1.8%
Other Sup-Janitorial	2,006	2,600	2,600	2,600	2,600	-	0.0%
Other Supplies - Welding	13,373	15,000	15,000	15,000	15,000	-	0.0%
Other Sup - Traffic Paint	1,370	2,432	2,545	2,432	2,432	(1)	0.0%
Other Sup - Sign Material	31,848	35,014	34,061	26,800	26,800	(8,214)	-23.5%
Other Sup - Pre-Mix Asphalt	59,513	103,348	111,515	113,348	103,348	-	0.0%
Other Sup - Culvert/Basin	27,348	31,155	30,000	33,667	31,155	-	0.0%
Other Sup - Bridge/Fence	364	2,500	1,800	2,500	2,500	-	0.0%
Other Sup - Loam/Seed	8,463	12,988	12,000	14,341	10,000	(2,988)	-23.0%
Other Sup - Calcium Chloride	39,667	45,705	28,500	47,385	47,385	1,680	3.7%
Other Sup - Road Salt	223,513	233,426	175,361	240,784	233,325	(101)	0.0%
Other Sup-Traffic Safety	45	600	300	600	600		
Other Sup - Safety Equipment	20,126	16,687	17,600	18,678	18,678	1,991	11.9%

CITY OF AUBURN

Fiscal Year 2014
Adopted 6.24.2013

Account Title	FY 2012 Actual	FY 2013 Approved	FY 2013 Projected	FY 2014 Dept. Request	FY 2014 Council Adopted	Increase/ Decrease	%
Other Sup - Small Tools	15,322	17,190	15,795	21,620	20,820	3,630	21.1%
Other Sup - Gravel	47,351	73,358	48,706	85,773	75,773	2,415	3.3%
Other Sup - MV Repair	124,223	122,499	113,800	136,814	122,198	(301)	-0.2%
Other Sup - Equip Repairs	95,142	75,975	70,171	90,340	70,340	(5,635)	-7.4%
Other Sup-Other	-	-	51	-	-		
MV Sup - Tires/Tube/Chain	51,579	76,740	73,671	81,250	66,750	(9,990)	-13.0%
MV Sup - Gas & Oil	266,299	344,075	306,657	347,934	336,944	(7,131)	-2.1%
MV Sup - Plow/Grader Blades	3,418	38,691	16,422	38,656	33,656	(5,035)	-13.0%
MV Sup - Other	31,814	35,866	35,322	38,300	35,966	100	0.3%
Utilities - Water/Sewer	14,380	14,566	14,041	24,883	9,138	(5,428)	-37.3%
Comm - Telephone	5,509	8,772	11,777	8,892	8,292	(480)	-5.5%
Utilities - Electricity	48,473	53,232	50,437	51,307	51,307	(1,925)	-3.6%
Utilities - Heating Fuel	80,181	92,420	87,780	99,830	95,830	3,410	3.7%
Repairs - Buildings	28,237	31,000	26,363	38,000	31,000	-	0.0%
Repairs - Vehicles	35,290	36,250	31,724	36,700	38,000	1,750	4.8%
Repairs - Equipment	18,979	24,510	23,800	25,800	25,660	1,150	4.7%
Repairs - Facilities	17,077	17,750	17,750	19,750	18,750		
Repairs - Maintenance Contract	123	636	636	636	636		
Repairs - Radio Equipment	1,903	1,000	800	1,500	1,100	100	10.0%
Training & Tuition	9,295	13,845	6,168	14,845	12,000	(1,845)	-13.3%
Comm - Postage	536	850	830	870	870	20	2.4%
Advertising	106	1,000	900	1,000	1,000	-	0.0%
Travel-Mileage	422	800	379	700	700	(100)	-12.5%
Travel-Seminar Costs	37	675	350	675	675	-	0.0%
Dues & Subscriptions	6,287	6,649	6,205	7,184	7,184	535	8.0%
Crack Sealing	20,000	20,000	20,000	20,000	10,000		
Community Programs	12,694	14,050	12,650	15,600	15,600		
Leachate Hauling	59,311	35,210	56,293	56,494	46,494	11,284	32.0%
Guardrail Replacement	-	20,000	20,000	40,000	20,000	-	0.0%
TOTAL	**5,136,055**	**5,554,355**	**4,846,761**	**6,304,130**	**5,552,954**	**(1,402)**	**0.0%**
Total	5,136,055	5,554,355	4,846,761	6,304,130	5,552,954	**(1,402)**	**0.0%**

City Council
Workshop Information Sheet

City of Auburn

Council Workshop Date: July 15, 2013 **Item** C

Author: Clint Deschene, City Manager

Item(s) checked below represent the subject matter related to this workshop item.

☐**Comprehensive Plan** ☐**Work Plan** ☐**Budget** ☐**Ordinance/Charter** ☒**Other Business*** ☐**Council Goals****

****If Council Goals please specify type:** ☐***Safety*** ☐***Economic Development*** ☐***Citizen Engagement***

Subject: Council Agenda Item Requests

Information: In order to improve responsiveness and to provide documentation to requests I am submitting this form as a new way for Councilors to request an agenda item. This would be a new procedural approach to requesting an agenda item.

There are limitations. As it states there is a 90 day goal to have a workshop, however, a request may actually be referred to a committee, may take more research, or result in no needed action. Also, too many requests may be presented and then they will need to be prioritized. But for now I am recommending this approach as a better alternative to the "Future Agenda" section of the meetings.

Financial: None

Action Requested at this Meeting: Informational only

Previous Meetings and History: None

Attachments: Copy of the request form

**Agenda items are not limited to these categories.*

City Council
Workshop Agenda Item Request Form

City of Auburn

Requesting Councilor's Name:

Second Councilor Name:

Policy:

Summary of Issue:

Recommended Action for Consideration:

Existing Policy References (Comp. Plan, etc):

Committees of Jurisdiction (if applicable):

In order for a workshop item to be considered for an upcoming Auburn City Council Workshop agenda, please complete the above and present it at any time to the Mayor and City Manager. Our goal is to have items requested on a workshop agenda within 90 days of the date received.

DO NOT WRITE BELOW THIS LINE

Date Received: Received By:

(City Manager)

Date Received: Received By:

(Mayor)

90 Day Date:

Staff Assigned:

City Council
Workshop Information Sheet

City of Auburn

Council Workshop Date: July 15, 2013 **Item** D

Author: Sue Clements-Dallaire, City Clerk

Item(s) checked below represent the subject matter related to this workshop item.

☐**Comprehensive Plan** ☐**Work Plan** ☐**Budget** ☐**Ordinance/Charter** ☐**Other Business*** ☐**Council Goals****

****If Council Goals please specify type:** ☐***Safety*** ☐***Economic Development*** ☐***Citizen Engagement***

Subject: City Manager's summary of Consent Agenda items

Information:
The Dempsey Challenge
The Great Falls Balloon Festival
Setting the time to open the polls for the 7/23/2013 election
Water rights from the Androscoggin River to the canal system

Financial: N/A

Action Requested at this Meeting: Review Consent Items

Previous Meetings and History: N/A

Attachments: None

**Agenda items are not limited to these categories.*

City Council
Agenda Information Sheet

City of Auburn

Council Meeting Date: July 15, 2013 **Order** 53-07152013*

Author: Sue Clements-Dallaire, City Clerk

Item(s) checked below represent the subject matter related to this workshop item.

☐**Comprehensive Plan** ☐**Work Plan** ☐**Budget** ☐**Ordinance/Charter** ☒**Other Business*** ☒**Council Goals****

****If Council Goals please specify type:** ☐***Safety*** ☐***Economic Development*** ☒***Citizen Engagement***

Subject: 2013 Dempsey Challenge

Information: The Patrick Dempsey Center for Cancer, Hope and Healing will host its annual Dempsey Challenge event/festival October 11-13, rain or shine. The charity 5K and 10K walk/run will occur on Saturday morning and a bike ride on Sunday. All of the events as well as the festival will start and finish on Lewiston property but the routes use Auburn roads.

Financial: Request for services which they have included in the application.

Action Requested at this Meeting: Consider approval.

Previous Meetings and History: This is a yearly event. This was presented to Council at the workshop on July 1, 2013.

Attachments:
Application
Order 53-07152013

**Agenda items are not limited to these categories.*

MAR 28 2013

CITY OF AUBURN
Special Event Application

(Outdoor events with continued attendance of 1,000 or more persons for 2 or more hours)
****

Applications must be submitted to the Clerk at least 45 days prior to the event if the gathering is expected to attract up to 5,000 people. Application must be submitted at least 90 days prior to the event if the gathering is expected to attract more than 5,000 people.

Application Date 3/21/13

SPONSOR INFORMATION

Name of Sponsoring Organization: Dempsey Center (The Patrick Dempsey Center for Cancer Hope & Healing)

Name of Contact Person for Event: Jeff Corbett

Title of Contact Person: Technical Director

Mailing Address: 29 Lowell St. 5th Floor Lewiston, ME 04240

Daytime Telephone: _____ Cell Phone: 803-447-4068

Email Address: jeff.corbett@medalistsports.com

Contact Name and Cell Phone Number DURING the Event: same

Is your organization incorporated as a non-profit organization? Yes X No _____

Non-Profit Number: 01-0211494

EVENT INFORMATION

Name of Event: Dempsey Challenge

Type of Event (walk, festival, concert, etc.): Charity Run/Walk, Bike Ride, and Festival

Date of Event: Oct. 11-13 Rain Date: rain or shine

Times of Event: Start Time including set-up: no set up in Auburn Ending time including clean up: _____

Actual Event Start Time: Oct. 12- 8:00am / Oct. 13- 7:30am Actual Event End Time: Oct. 12- 1:00pm / Oct. 13- 5:00pm

Estimated Attendance: 5000

Location of Event: Festival in Simard-Payne Park (Lewiston), run and bike course in Lewiston and Auburn- same as 2012

Have you held an event at this location within the last 12 months? Yes X No _____

If the location is a city park, have you applied for use of the property with the Parks & Recreation Department and has your request been approved?
Yes ____ No _____ Pending ____ Date submitted to the Recreation Department: _____

TYPES OF PERMITS/PERMISSIONS NEEDED – PROVIDE AN ANSWER FOR EACH LINE:

Permit Fee	Permission/Permit Type	YES	NO	NOT SURE
Separate fee & application, conditions & restrictions may apply	Banner across Court Street **Non-profit groups only, $100 fee per week, 2 week maximum. First come first serve basis, proof of insurance required.**	X		
Separate fee and permit possible	FOOD – Will food or beverages be sold? If yes, list what types of food or beverages: **Note - A food service license may be required and must be submitted 14 days prior to the event.**		X	
Separate fee and permit possible	NON-FOOD ITEMS – Will products be sold or given away (such as t-shirts, crafts, souvenirs, etc.)? If yes, list what items: **Note - A peddler permit may be required and must be submitted 14 days prior to the event.**		X	
N/A	LIVE MUSIC – Will there be any outdoor musical performances? If yes, please describe:		X	
N/A	SOUND AMPLIFICATION – Will there be a microphone or speaker system to project sound?		X	
N/A	ALCOHOLIC BEVERAGES ARE NOT ALLOWED			
Separate fee and permit required	CARNIVAL – Will carnival rides be offered? If yes, attach a copy of the state permit. A city permit is required as well.		X	
Separate fee and permit required	FIREWORKS – Will there be a fireworks display? If yes, a permit from the Fire Department is required.		X	
N/A	PARADE – Will there be a parade? If yes, describe route: **Note – A permit from the Police Department is required.**		X	
N/A	RUN/WALK/CYCLE – Will event involve participants doing a walk-a-thon, road race, etc? If yes, describe route: See attached maps	X		
Separate permit required	BURN PERMIT – Will there be any open flame such as a bon fire? If yes, describe activity: **Note - A permit from the Fire Department is required.**		X	

N/A	TENT/CANOPY – Will you be setting up a tent or canopy? If yes, list number and sizes:		X	
Separate fee and permit required	ELECTRICAL POWER/EQUIPMENT – Will electrically powered equipment be utilized, if so, provide a brief description of the equipment and the entity responsible for the installation of the electrical equipment?		X	
N/A	ROAD/INTERSECTION CLOSURE – Will any roads need to be closed to accommodate your event? If yes, please list: see 5k/10k map	X		
N/A	MAP/DIAGRAM – Is a map or diagram attached detailing this event and depicting the placement of such items as tables, tents, port-a-potties, stage, parking, food service areas, etc.? This is a **mandatory** requirement for this application and must be included.	X		
N/A	PARKING ACCOMODATIONS – What will be the anticipated need for parking and what is your parking plan?			
N/A	TOILETS – Please list amount at event and/or nearest location:			
N/A	WASTE DISPOSAL – Please list process and location:			
N/A	HAND WASHING FACILITIES – Please list amount at event and/or nearest location:			
N/A	POTABLE WATER – Please list amount at event and location:			
N/A	FIRST AID FACILITIES – Please list location at event:			
$ _____	TOTAL FEE AMOUNT INCLUDED – Checks payable to the **City of Auburn**			

EVENT LIABILITY INSURANCE COVERAGE FOR EVENT

For an event such as a walk-a-thon, race, festival, concert, etc. the City requires insurance coverage – general liability. The City of Auburn is to be named as additionally insured in regards to the event activities on that date. Once the event is approved, the Certificate of Insurance will need to be received at least 30 days before the event and before permits can be issued. Please have the **City of Auburn** listed as additional insured on the Certificate of Insurance (minimum coverage $1,000,000 Bodily Injury or Death, per occurrence, and $300,000 Property Damage, per occurrence). It should contain a clause providing that the policy may not be cancelled by either party except upon not less than 30 days written notice to the City. Please have your insurance company fax a copy to: City Clerk 207-333-6623.

DESCRIPTION OF EVENT – Please describe what will occur during your event

As we have for the last 4 years, we will host a 5K and 10K run/walk on Saturday morning and a bike ride on Sunday.

All of these events, as well as our Festival, start and finish on Lewiston property but the routes use Auburn roads.

Signature of Applicant: Printed Name: Date Submitted:

Aimee L. Arsenault 3/21/13

Please note that you will be contacted by City Staff if you require additional permitting.

Please return this completed application with diagram and any applicable fee to:

MAIL: City Clerk's Office
60 Court Street, Suite 150
Auburn, ME 04210
FAX: 207-333-6623
EMAIL: sdallaire@auburnmaine.gov
PHONE: 207-333-6600

****FOR STAFF USE****

DEPARTMENT COMMENTS AND RECOMMENDATIONS:

DEPARTMENT	APPROVE	DENY	DATE	INITIALS
Sanitarian/Health Inspector				
Code Officer/Land Use & Zoning				
Fire Department				
Police Department				
Public Works Department				
Recreation Department				

COMMENTS/CONDITIONS from any of the above departments:

_____

_____

_____

_____

_____

City Council Public Hearing date, if applicable: _____

License Approved/Denied: _____ Date applicant notified: _____

CITY OF AUBURN
CHARITABLE FUNDING APPLICATION
APPLICATION DEADLINE: MARCH 1

To discuss what is needed in this form, contact the City Clerk, 207-333-6601

Date of Application: 3/21/13

LICENSEE: Dempsey Challenge Telephone: 207-330-7719
(Person or Organization Name)

Address: 29 Lowell St. 5th Floor City: Lewiston State: ME

Email: Jeff Corbett - jeff.corbett@medalistsports.com Aimee Arsenault - arsenaai@cmhc.org

If organization: name, address, telephone number of authorized representative.

Is your organization incorporated as a nonprofit organization? X YES ____ NO

Nonprofit number: 01-0211494

Description of Event Charity Run/Walk, Bike Ride, and Festival

Purpose of Event? (i.e. fundraising, profit-making)
Fundraising for Dempsey Center

Event location: Simard-Payne Park (Lewiston) Event dates: Oct. 11-13

Anticipated Attendance (estimate) 5000

Admission Fee/Donation? ___Yes X No If Yes, specify amount $____

Describe the economic benefit provided to the City?
- National exposure and connection to celebrity
- Most participants are from outside Lewiston/Auburn area and spend money in town on food, lodging, gas, etc.
- Raises funds for a local charity (Dempsey Center) that serves the local community
- Promotes health, wellness, and physical activity locally

Please see attached request form- This is the same form we have supplied to Lewiston and Auburn each year of our event. The requests have not changed (other than dates and times) in the 4 years of the event.

Are you requesting a cash donation? If yes, How much? No, just city services

Include itemized cost of your event and provide explanation below.

CATEGORY	DESCRIPTION/COST	TOTAL
Personnel (rate, # of hours)		
Supplies (list supply items)		
Equipment (list equipment)		
Other		
Totals		

Other non-city contributions made to this event, please itemize below:

Does your application require any in-kind support from the City relative to city properties, resources, assets or departments? If yes, please have your application reviewed by the applicable City staff to ensure the value of the City's in-kind support.

If you are seeking in-kind services from the city, you must contact each department to verify that the department will or will not be required to service the event. Please provide details as to level of service and cost of each department's in-kind services. (Use separate sheet, if necessary.)

DEPARTMENTS	CITY IN-KIND REQUEST	AMOUNT	TOTAL
City Clerk – (207)333-6601 ext. 1126	Please see attached		
Sanitarian CEO – (207)333-6601 ext. 1162			
Fire– Inspector (207)333-6601 ext. 2088			
Police – Support (207)333- 6601 ext. 2057			

Public Works – (207)333-6601 ext. 2155			
Recreation – (207)333-6601 ext. 2108			
Other			
TOTAL			

Other non-city contributions, please itemize below:

_____

_____

_____

Other information pertinent to your application:_____

_____

_____

IN ADDITION, PLEASE BE SURE TO INCLUDE THE FOLLOWING INFORMATION WITH YOUR APPLICATION IN ORDER TO HAVE YOUR GRANT REQUEST CONSIDERED:

a. Financial statements from the previous event or fiscal year.
b. A budget for the upcoming fiscal year or event.
c. Attach information pertaining to evaluation criteria.
d. If this event occurred last year, was the event a financial success? If not, why not? (You must attach financial statements to this application.)
e. If this event occurred last year, describe how the event met your projections and expectations?

DECLARATION

We, the undersigned, declare that we have been authorized to file this report and that to the best of our knowledge, all answers provided in the report, as well as all the information contained in the document and materials attached to it, are true and complete.

Signature: _____ Print name: Aimee Arsenault

Title: Event Manager Date: 3/21/13

Phone #: 207-330-7719 Email: arsenaai@cmhc.org

PLEASE ATTACH COPIES OF MARKETING/ADVERTISING/PROMOTIONAL MATERIALS ACKNOWLEDGING THE SUPPORT OF THE MUNICIPALITY FOR THE EVENT, SERVICE, ACTIVITY FOR WHICH FUNDING WAS RECEIVED FROM THE CITY.

TO BE RECEIVED BY THE CITY CLERK NO LATER THAN MARCH 1st

Mail or deliver to clerk's office:

City Clerk
Non-Profit Funding Application
Auburn Hall
60 Court Street
Auburn, Maine 04210

Or email as a pdf file to: sdallaire@auburnmaine.gov

City Services Request

For

The Dempsey Challenge 2013

Police

Estimated Manpower/Time/Location

October 11, Friday- posting of "No Parking" signs on Mill St, and Main St. from Millers Alley to Mill St., and Broad St. from Main St to bridge.

October 12, Saturday- 7:30am to 10:30am, Road closure and detour traffic control for 5K and 10K run courses.

Manpower- 4 fix post officers for course closure, 1 officer for command center.

October 12, Saturday- 11:00am to 1:00pm, Police escort for Patrick Dempsey's private VIP bike ride

Manpower- 2 officers with in cruisers, one lead and one tail

October 13, Sunday- 7:30am to 5:00pm, Road closure at start and detour traffic control for bike route. Special attention to Moosebrooke and 202, and Kittyhawk and 202.

Manpower- 2 officers for manning detours and closures, 1 officer for command center.

Public Works

Tasks/Times/Locations

October 10, Thursday- By this date would like Bonny Park and Riverwalk mowed and cleaned.

October 11, Friday- Remove bollards from railroad bridge. Drop barricades for closure of run course along route.

October 12, Saturday- Drop cones to secure runners lane on Main St. Pick up cones post event (roughly 11am).

October 13, Sunday- Drop cones to secure cyclists lane on Main St. Pick up cones post event (roughly 5:30pm).

Parks Department

Facilities needed and Times

October 12, Saturday- 8:00am-10:30am Use of Bonny Park and Riverwalk for run course.

October 13, Sunday- 8:30am – 5:30pm Use of Bonny Park and Riverwalk for bike course.

Fees, Waivers, Etc.

In addition to waiving the fees for the city services listed above, we also request the following:

Waiver off all permitting fees including but not limited to; parks, parade, food, fire, sound, concessions, and alcohol.

Waiver of fees and full use of City Hall lot and garage on October 12 and 13. Note- We have requested this every years as overflow parking, but rarely use it.

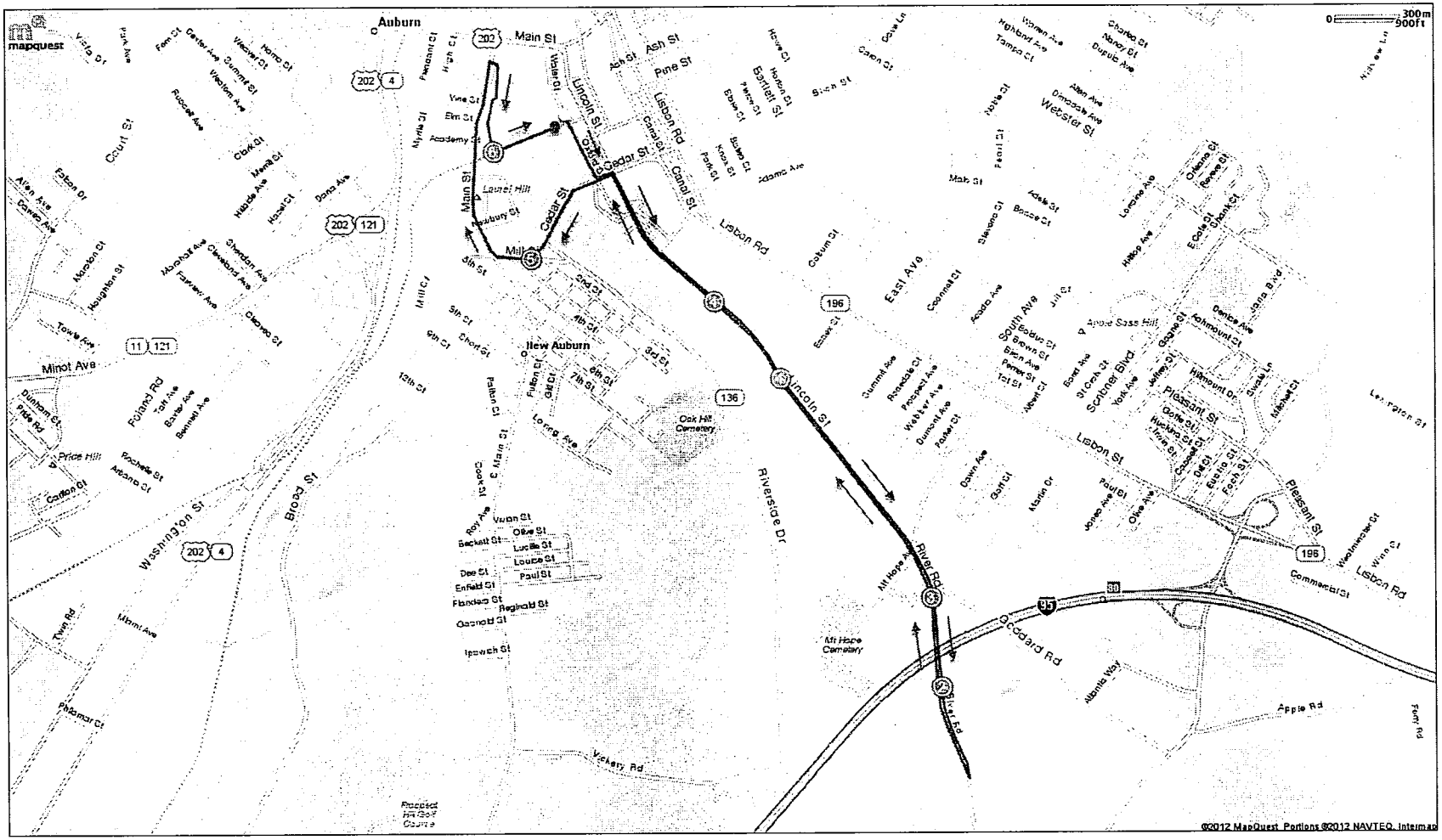
Share fees of 2 dumpsters and tipping fees with Lewiston.

Dempsey 10K run/ walk (5K is part of 10K route)

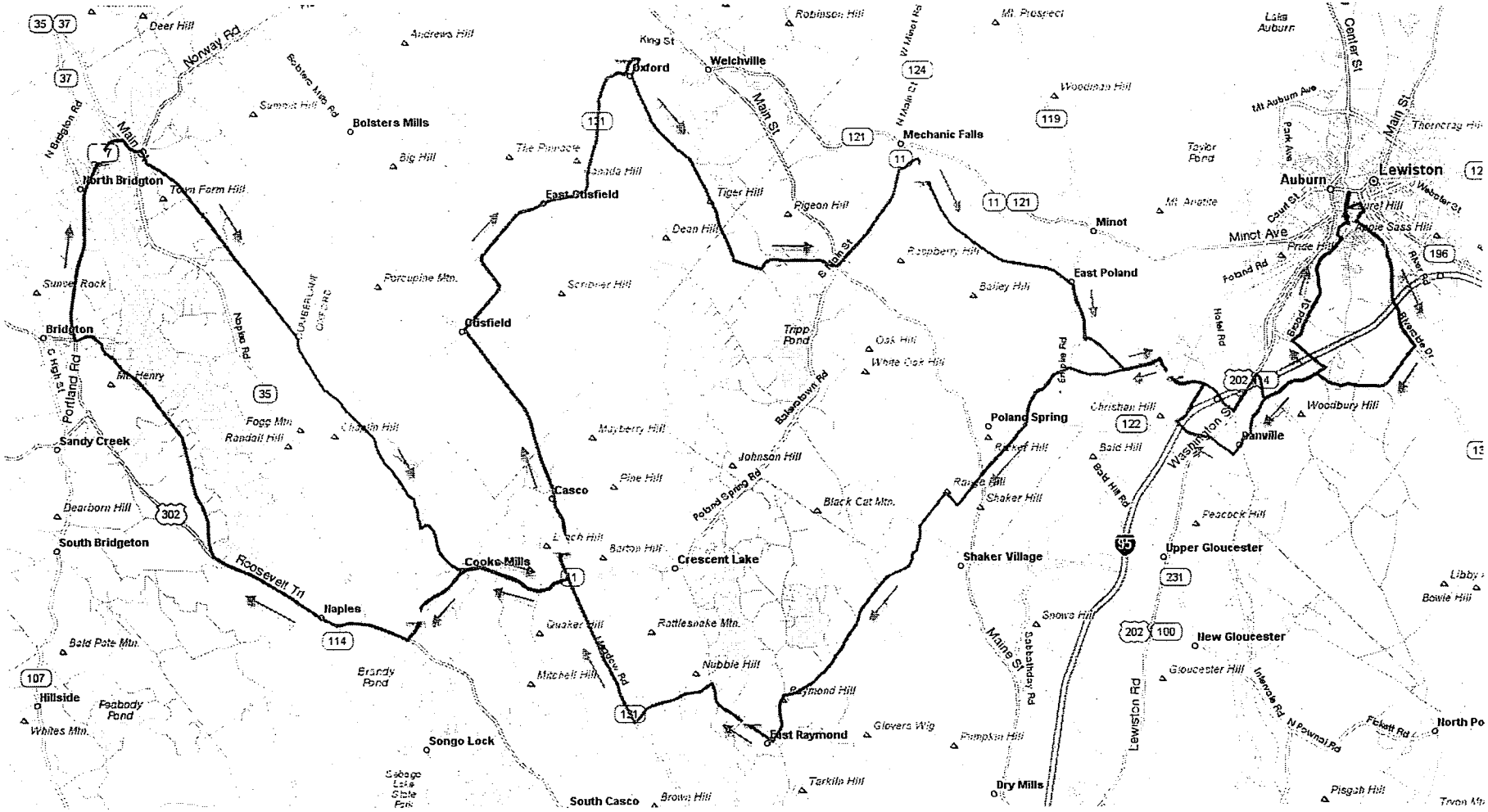
Starts in Lewiston, Maine

6.19 miles

Elevation		Ascent	Descent	Max Climb
207ft Max	115ft Min	+138ft	-157ft	< 3 %



Dempsey Challenge Bike Route



DEMPSEY CHALLENGE 2013 EVENT BUDGET

Operating Expenses	Yearly Amount
OUTSIDE EVENT MANAGEMENT & EVENT STAFF	$295,000.00
MARKETING/ADVERTISING	$75,000.00
MERCHANDISE	$50,000.00
SIGNAGE	$15,000.00
ELECTRICITY IN THE PARK	$10,000.00
EVENT INFRASTRUCTURE (PORTABLE REST.FENCING, SAFETY, VEHICLES, TENTS, ETC.)	$150,000.00
SECURITY	$5,000.00
TOTAL AMOUNT	$600,000.00

2012 Dempsey Challenge Expenses	$600,000.00
2012 Dempsey Challenge Revenue	$1,300,000.00
2013 Dempsey Challenge Anticipated Expenses	$620,000.00
2013 Dempsey Challenge Anticipated Revenue	$1,400,000.00

Tizz E. H. Crowley, Ward One
Robert Hayes, Ward Two
Mary Lafontaine, Ward Three
David Young, Ward Four

Leroy Walker, Ward Five
Belinda Gerry, At Large
Joshua Shea, At Large

Jonathan LaBonte, Mayor

IN CITY COUNCIL

ORDER 53-07152013

ORDERED, that the City Council hereby approves the Special Event and in kind services request for the 2013 Dempsey Challenge.

City Council
Agenda Information Sheet

City of Auburn

Council Meeting Date: July 15, 2013 **Order** 54-07152013*

Author: Sue Clements-Dallaire, City Clerk

Item(s) checked below represent the subject matter related to this workshop item.

☐**Comprehensive Plan** ☐**Work Plan** ☐**Budget** ☐**Ordinance/Charter** ☒**Other Business*** ☒**Council Goals****

****If Council Goals please specify type:** ☐***Safety*** ☐***Economic Development*** ☒***Citizen Engagement***

Subject: 2013 Great Falls Balloon Festival

Information: This marks the 21st year for the Great Falls Balloon Festival. It is a 3 day community festival to be held August 16, 17, and 18. The event will include hot air balloons, and a variety of vendors and family entertainment in Lewiston and Auburn.

Financial: In kind services

Action Requested at this Meeting: Recommend approving the Special Event application and in kind services.

Previous Meetings and History: This is a yearly event. This item was discussed at the 6/17/2013 Council workshop. It was on the 7/1/2013 agenda however was withdrawn from that agenda.

Attachments:
Application
Order 54-07152013

**Agenda items are not limited to these categories.*

CITY OF AUBURN
Special Event Application

(Outdoor events with continued attendance of 1,000 or more persons for 2 or more hours)
****

Applications must be submitted to the Clerk at least 45 days prior to the event if the gathering is expected to attract up to 5,000 people. Application must be submitted at least 90 days prior to the event if the gathering is expected to attract more than 5,000 people.

Application Date 3/31/13

SPONSOR INFORMATION

Name of Sponsoring Organization: Great Falls Balloon Festival

Name of Contact Person for Event: Mell Hamlyn

Title of Contact Person: Treasurer

Mailing Address: PO Box 304 Auburn, ME 04211

Daytime Telephone: 240.5931 Cell Phone: 240.5931

Email Address: Hamlyn3@aol.com

Contact Name and Cell Phone Number DURING the Event: Mell Hamlyn 240.5931

Is your organization incorporated as a non-profit organization? Yes X No

Non-Profit Number: 01.0480485

EVENT INFORMATION

Name of Event: Great Falls Balloon Festival

Type of Event (walk, festival, concert, etc.): Festival

Date of Event: 8/16, 17, 18 Rain Date: none

Times of Event: Start Time including set-up: 8/16 Ending time including clean up: 8/19

Actual Event Start Time: 5 pm. 8/16 Actual Event End Time: 8 pm. 8/18

Estimated Attendance: 100,000 +

Location of Event: Festival Plaza / Simard Payne Park

Have you held an event at this location within the last 12 months? Yes X No ____

If the location is a city park, have you applied for use of the property with the Parks & Recreation Department and has your request been approved?
Yes ____ No ____ Pending X Date submitted to the Recreation Department: 3/31

TYPES OF PERMITS/PERMISSIONS NEEDED – PROVIDE AN ANSWER FOR EACH LINE:

Permit Fee	Permission/Permit Type	YES	NO	NOT SURE
Separate fee & application, conditions & restrictions may apply	Banner across Court Street **Non-profit groups only, $100 fee per week, 2 week maximum. First come first serve basis, proof of insurance required.**	✓		
Separate fee and permit possible	FOOD – Will food or beverages be sold? If yes, list what types of food or beverages: Menu TBD **Note - A food service license may be required and must be submitted 14 days prior to the event.**	✓		
Separate fee and permit possible	NON-FOOD ITEMS – Will products be sold or given away (such as t-shirts, crafts, souvenirs, etc.)? If yes, list what items: Souvenirs **Note - A peddler permit may be required and must be submitted 14 days prior to the event.**	✓		
N/A	LIVE MUSIC – Will there be any outdoor musical performances? If yes, please describe: performers on stage at Festival Plaza	✓		
N/A	SOUND AMPLIFICATION – Will there be a microphone or speaker system to project sound?	✓		
N/A	ALCOHOLIC BEVERAGES ARE NOT ALLOWED	✓		
Separate fee and permit required	CARNIVAL – Will carnival rides be offered? If yes, attach a copy of the state permit. A city permit is required as well. Planned location is Lewiston at this time		✓	
Separate fee and permit required	FIREWORKS – Will there be a fireworks display? If yes, a permit from the Fire Department is required.		✓	
N/A	PARADE – Will there be a parade? If yes, describe route: Spring St (line-up area) down Court St to Longley Bridge **Note – A permit from the Police Department is required.**	✓		
N/A	RUN/WALK/CYCLE – Will event involve participants doing a walk-a-thon, road race, etc? If yes, describe route:		✓	
Separate permit required	BURN PERMIT – Will there be any open flame such as a bon fire? If yes, describe activity: **Note - A permit from the Fire Department is required.**		✓	

N/A	TENT/CANOPY – Will you be setting up a tent or canopy? If yes, list number and sizes: 20 x 10 for food vendors on Main St.	✓		
Separate fee and permit required	ELECTRICAL POWER/EQUIPMENT – Will electrically powered equipment be utilized, if so, provide a brief description of the equipment and the entity responsible for the installation of the electrical equipment? Equipment is powered off electrical panel provided by the city - installed by licensed electrician	✓		
N/A	ROAD/INTERSECTION CLOSURE – Will any roads need to be closed to accommodate your event? If yes, please list: Court St. for Parade - Main St Friday @ noon to Sunday @ 8pm	✓		
N/A	MAP/DIAGRAM – Is a map or diagram attached detailing this event and depicting the placement of such items as tables, tents, port-a-potties, stage, parking, food service areas, etc.? This is a **mandatory** requirement for this application and must be included. Ex. C	✓		
N/A	PARKING ACCOMODATIONS – What will be the anticipated need for parking and what is your parking plan? Parking Garages in Lewiston	✓		
N/A	TOILETS – Please list amount at event and/or nearest location: Festival Plaza - 5 porta potties	✓		
N/A	WASTE DISPOSAL – Please list process and location: Lewiston provides dumpster -	✓		
N/A	HAND WASHING FACILITIES – Please list amount at event and/or nearest location: 2 Hand washing facilities	✓		
N/A	POTABLE WATER – Please list amount at event and location: Hauled in as needed.	✓		
N/A	FIRST AID FACILITIES – Please list location at event: In Camper	✓		
$ _____	TOTAL FEE AMOUNT INCLUDED – Checks payable to the **City of Auburn**			

EVENT LIABILITY INSURANCE COVERAGE FOR EVENT

For an event such as a walk-a-thon, race, festival, concert, etc. the City requires insurance coverage – general liability. The City of Auburn is to be named as additionally insured in regards to the event activities on that date. Once the event is approved, the Certificate of Insurance will need to be received at least 30 days before the event and before permits can be issued. Please have the **City of Auburn** listed as additional insured on the Certificate of Insurance (minimum coverage $1,000,000 Bodily Injury or Death, per occurrence, and $300,000 Property Damage, per occurrence). It should contain a clause providing that the policy may not be cancelled by either party except upon not less than 30 days written notice to the City. Please have your insurance company fax a copy to: City Clerk 207-333-6623.

DESCRIPTION OF EVENT – Please describe what will occur during your event

Hot Air Balloons - craft & trade vendors -
Non profit orgs selling food - music & entertainment.

Signature of Applicant: Mell Hamlyn

Printed Name: Mell Hamlyn

Date Submitted: 3/31/13

Please note that you will be contacted by City Staff if you require additional permitting.

Please return this completed application with diagram and any applicable fee to:

MAIL: City Clerk's Office
60 Court Street, Suite 150
Auburn, ME 04210
FAX: 207-333-6623
EMAIL: sdallaire@auburnmaine.gov
PHONE: 207-333-6600

******FOR STAFF USE******

DEPARTMENT COMMENTS AND RECOMMENDATIONS:

DEPARTMENT	APPROVE	DENY	DATE	INITIALS
Sanitarian/Health Inspector				
Code Officer/Land Use & Zoning				
Fire Department				
Police Department				
Public Works Department				
Recreation Department				

COMMENTS/CONDITIONS from any of the above departments:

_____

_____

_____

_____

_____

City Council Public Hearing date, if applicable: _____

License Approved/Denied: _____ Date applicant notified: _____

CITY OF AUBURN
CHARITABLE FUNDING APPLICATION
APPLICATION DEADLINE: MARCH 1

To discuss what is needed in this form, contact the City Clerk, 207-333-6601

Date of Application: 4/1/13

LICENSEE: Great Falls Balloon Festival Telephone: 207.240.5931
(Person or Organization Name)

Address: PO Box 304 City: Auburn State: ME

Email: Hamlyn3@aol.com

If organization: name, address, telephone number of authorized representative.

Is your organization incorporated as a nonprofit organization? X YES ____ NO

Nonprofit number: 01.0480485

Description of Event 3 day festival for the community highlighting hot air balloons, family entertainment, craft & trade tables.

Purpose of Event? (i.e. fundraising, profit-making)
Fundraising for 30+ local non-profit organizations & community enrichment.

Event location: Festival Plaza - Aub. Simard Payne Park - Lew. Event dates: 8/16, 17 + 18, 2013

Anticipated Attendance (estimate) 100,000+

Admission Fee/Donation? ___ Yes X No If Yes, specify amount $____

Describe the economic benefit provided to the City? Area businesses receive an increase in business / City of Auburn is highlighted.

Are you requesting a cash donation? If yes, How much? No

Include itemized cost of your event and provide explanation below.

CATEGORY	DESCRIPTION/COST	TOTAL
Personnel (rate, # of hours)		
Supplies (list supply items)	See Attached Financials for	
Equipment (list equipment)	Detail - Ex A.	
Other		
Totals		

Other non-city contributions made to this event, please itemize below:

See Attached Financials - Ex A

Does your application require any in-kind support from the City relative to city properties, resources, assets or departments? If yes, please have your application reviewed by the applicable City staff to ensure the value of the City's in-kind support.

If you are seeking in-kind services from the city, you must contact each department to verify that the department will or will not be required to service the event. Please provide details as to level of service and cost of each department's in-kind services . (Use separate sheet, if necessary.)

DEPARTMENTS	CITY IN-KIND REQUEST	AMOUNT	TOTAL
City Clerk – (207)333-6601 ext. 1126	none needed	-0-	-0-
Sanitarian CEO – (207)333-6601 ext. 1162	Personnel	$ 100	$ 100
Fire– Inspector (207)333-6601 ext. 2088	none needed	-0-	-0-
Police – Support (207)333- 6601 ext. 2057	Personnel, Equipment	$ 4,500	$ 4,500

Public Works – (207)333-6601 ext. 2155	Personnel, Supplies, Equip	$ 5,012	$ 5,012
Recreation – (207)333-6601 ext. 2108	Personnel	$ 160	$ 160
Other			
TOTAL		$ 9,772	$ 9,772

Other non-city contributions, please itemize below:

See Attached financials - Ex A.

Other information pertinent to your application: 2013 will be the 21st Festival-

IN ADDITION, PLEASE BE SURE TO INCLUDE THE FOLLOWING INFORMATION WITH YOUR APPLICATION IN ORDER TO HAVE YOUR GRANT REQUEST CONSIDERED:

a. Financial statements from the previous event or fiscal year.
b. A budget for the upcoming fiscal year or event.
c. Attach information pertaining to evaluation criteria.
d. If this event occurred last year, was the event a financial success? If not, why not? (You must attach financial statements to this application.)
e. If this event occurred last year, describe how the event met your projections and expectations?

DECLARATION

We, the undersigned, declare that we have been authorized to file this report and that to the best of our knowledge, all answers provided in the report, as well as all the information contained in the document and materials attached to it, are true and complete.

Signature: Mell Hamlyn Print name: Mell Hamlyn

Title: Treasurer Date: 3/31/13

Phone #: 240 5931 Email: Hamlyn3@aol.com

PLEASE ATTACH COPIES OF MARKETING/ADVERTISING/PROMOTIONAL MATERIALS ACKNOWLEDGING THE SUPPORT OF THE MUNICIPALITY FOR THE EVENT, SERVICE, ACTIVITY FOR WHICH FUNDING WAS RECEIVED FROM THE CITY.

TO BE RECEIVED BY THE CITY CLERK NO LATER THAN MARCH 1st

Mail or deliver to clerk's office:

City Clerk
Non-Profit Funding Application
Auburn Hall
60 Court Street
Auburn, Maine 04210

Or email as a pdf file to: sdallaire@auburnmaine.gov

1:20 AM
03/01/13
Accrual Basis

Great Falls Balloon Festival, Inc
Profit & Loss
January through December 2012

		Jan - Dec 12
Ordinary Income/Expense		
Income		
Sponsors - Balloon & Festival		
Fan of the Festival	1,150.00	
Corporate Sponsors	14,975.00	
Balloon Sponsors	5,850.00	
Underwriters	12,300.00	
Total Sponsors - Balloon & Festival		34,275.00
Activities		
Carnival	9,815.00	
Children's Area	796.67	
Climbing Wall	1,300.00	
Rotary Duck Race	1,153.20	
Balloon Envelope	175.00	
Total Activities		13,239.87
Ballooning		
Corporate Balloons	0.00	
Balloon Rides		
Balloon Ride Refunds	-1,600.00	
Balloon Rides - Other	33,140.00	
Total Balloon Rides	31,540.00	
Tethered/Walk Thr	310.00	
Free Flight	3,675.00	
Total Ballooning		35,525.00
Food Vendors		
7.5% Fee	12,992.73	
Fixed Fee	9,715.00	
Food Vendor %	0.00	
Total Food Vendors		22,707.73
Tent Income		17,505.00
Souvenirs		8,148.00
Parking		9,013.66
Interest Income		2.47
Total Income		140,416.73
Expense		
Parade		448.77
Business After Hours		1,250.00
Miscellaneous Expense		1,288.99
Activities Expense		
Family Fun Day	860.00	
Children's Area	475.00	
Photo Contest Expense	400.00	
Total Activities Expense		1,735.00
Advertising		650.00
Ballooning - Special Shapes		10,450.00
Bank and Credit Card Fees		1,282.48
Clothing		
Pins		
Souvenir	689.55	
Total Pins	689.55	
T-Shirts and Sweatshirts		
Board	1,218.68	
Souvenir	3,623.49	
Committee & Volunteers	1,270.75	
Total T-Shirts and Sweatshirts	6,112.92	
Total Clothing		6,802.47

12/31/12 P+L

A-1/n

1:20 AM
03/01/13
Accrual Basis

Great Falls Balloon Festival, Inc
Profit & Loss
January through December 2012

		Jan - Dec 12
Dues & Licenses		661.48
Electrical		
Electrical Supplies	845.91	
Total Electrical		845.91
Entertainers		15,925.00
Flights		
Underwriter flights	3,325.00	
Sponsor Flights	7,350.00	
Passenger Rides	28,875.00	
Media Flights	2,975.00	
Flights - Other	175.00	
Total Flights		42,700.00
Hotels		6,297.70
Insurance		6,036.00
Legal & Accounting		60.00
Meals		
Funny Money	924.00	
Set Up Crew	705.90	
Total Meals		1,629.90
Parking Expenses		500.00
Pilot Expenses		
Pilot Brunch	711.20	
Pilot Packs	1,346.70	
Total Pilot Expenses		2,057.90
Printing & Postage		181.41
Propane		9,022.18
Rentals		
Scaffolding	176.00	
Generator Rental	2,003.25	
Light Towers	2,177.22	
Auto Rental	110.00	
Total Rentals		4,466.47
Sales Tax		366.75
Sanitation		4,655.00
Security		4,032.00
Signs		976.50
Sponsorships		
Marketing	793.36	
Postage	116.00	
Total Sponsorships		909.36
Sound System		4,400.00
Supplies		983.22
Technical Production Services		8,700.00
Telephone		673.34
Tent		1,660.32
Transportation		38.87
Trash		1,375.00
Website		650.00
Total Expense		143,712.02
Net Ordinary Income		-3,295.29
Net Income		-3,295.29

12/31/12 P&L A-2/1

12:07 AM
03/01/13
Accrual Basis

Great Falls Balloon Festival, Inc
Profit & Loss by Class
January through December 2012

	Activities	Ballooning	Entertainment	Family Fun Day	General	Logistics	Non-profit Vendors	Parade	Souvenirs	Sponsorship	Tent-Trade and Craft	TOTAL
Ordinary Income/Expense												
Income												
Sponsors - Balloon & Festival												
Fan of the Festival	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,200.00	0.00	1,200.00
Corporate Sponsors	0.00	0.00	1,875.00	0.00	0.00	0.00	0.00	0.00	0.00	13,000.00	0.00	14,875.00
Balloon Sponsors	0.00	1,300.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,600.00	0.00	5,900.00
Underwriters	0.00	650.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11,650.00	0.00	12,300.00
Total Sponsors - Balloon & Festival	0.00	1,950.00	1,875.00	0.00	0.00	0.00	0.00	0.00	0.00	30,450.00	0.00	34,275.00
Activities												
Carnival	9,800.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,800.00
Children's Area	0.00	0.00	0.00	0.00	0.00	0.00	800.00	0.00	0.00	0.00	0.00	800.00
Climbing Wall	1,300.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,300.00
Rotary Duck Race	1,200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,200.00
Balloon Envelope	0.00	175.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	175.00
Total Activities	12,300.00	175.00	0.00	0.00	0.00	0.00	800.00	0.00	0.00	0.00	0.00	13,275.00
Ballooning												
Balloon Rides												
Balloon Rides - Other	0.00	32,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32,000.00
Total Balloon Rides	0.00	32,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32,000.00
Tethered/Walk Thr	0.00	310.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	310.00
Comped Flight	0.00	3,675.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,675.00
Total Ballooning	0.00	35,985.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	35,985.00
Food Vendors												
7.5% Fee	0.00	0.00	0.00	0.00	0.00	0.00	13,000.00	0.00	0.00	0.00	0.00	13,000.00
Fixed Fee	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00	0.00	0.00	0.00	0.00	10,000.00
Food Vendor %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Food Vendors	0.00	0.00	0.00	0.00	0.00	0.00	23,000.00	0.00	0.00	0.00	0.00	23,000.00
Tent Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18,000.00	18,000.00
Souvenirs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,200.00	0.00	0.00	8,200.00
Parking	0.00	0.00	0.00	0.00	0.00	0.00	9,600.00	0.00	0.00	0.00	0.00	9,600.00
Interest Income	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00
Total Income	12,300.00	38,110.00	1,875.00	0.00	3.00	0.00	33,400.00	0.00	8,200.00	30,450.00	18,000.00	142,338.00
Expense												
Parade	0.00	0.00	0.00	0.00	0.00	0.00	0.00	450.00	0.00	0.00	0.00	450.00
Business After Hours	0.00	0.00	0.00	0.00	1,250.00	0.00	0.00	0.00	0.00	0.00	0.00	1,250.00
Miscellaneous Expense	0.00	0.00	1,300.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,300.00
Activities Expense												
Family Fun Day	320.00	0.00	0.00	860.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,180.00
Children's Area	475.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	475.00
Photo Contest Expense	400.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	400.00
Total Activities Expense	1,195.00	0.00	0.00	860.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,055.00
Advertising	0.00	0.00	0.00	0.00	650.00	0.00	0.00	0.00	0.00	0.00	0.00	650.00
Ballooning - Special Shapes	0.00	8,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,000.00
Bank and Credit Card Fees	0.00	0.00	0.00	0.00	1,300.00	0.00	0.00	0.00	0.00	0.00	0.00	1,300.00
Clothing												
Pins												
Souvenir	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	350.00	340.00	0.00	690.00
Total Pins	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	350.00	340.00	0.00	690.00
T-Shirts and Sweatshirts												
Board	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	30.00	0.00	0.00	180.00
Souvenir	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,300.00	420.00	0.00	3,720.00
Committee & Volunteers	0.00	1,000.00	0.00	0.00	725.00	150.00	0.00	0.00	400.00	0.00	0.00	2,275.00
Total T-Shirts and Sweatshirts	0.00	1,000.00	0.00	0.00	875.00	150.00	0.00	0.00	3,730.00	420.00	0.00	6,175.00
Total Clothing	0.00	1,000.00	0.00	0.00	875.00	150.00	0.00	0.00	4,080.00	760.00	0.00	6,865.00

B-1/2

Great Falls Balloon Festival, Inc
Profit & Loss by Class
January through December 2012

B-2/2

	Activities	Ballooning	Entertainment	Family Fun Day	General	Logistics	Non-profit Vendors	Parade	Souvenirs	Sponsorship	Tent-Trade and Craft	TOTAL
Dues & Licenses	0.00	0.00	525.00	0.00	130.00	0.00	0.00	0.00	0.00	0.00	0.00	655.00
Electrical												
Electrical Supplies	0.00	0.00	0.00	0.00	0.00	850.00	0.00	0.00	0.00	0.00	0.00	850.00
Total Electrical	0.00	0.00	0.00	0.00	0.00	850.00	0.00	0.00	0.00	0.00	0.00	850.00
Entertainers	0.00	0.00	18,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18,000.00
Flights												
Underwriter flights	0.00	3,400.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,400.00
Sponsor Flights	0.00	7,400.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,400.00
Passenger Rides	0.00	28,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	28,000.00
Media Flights	0.00	3,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,000.00
Flights - Other	0.00	0.00	0.00	0.00	175.00	0.00	0.00	0.00	0.00	0.00	0.00	175.00
Total Flights	0.00	41,800.00	0.00	0.00	175.00	0.00	0.00	0.00	0.00	0.00	0.00	41,975.00
Hotels	0.00	6,400.00	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,500.00
Insurance	0.00	0.00	0.00	0.00	6,200.00	0.00	0.00	0.00	0.00	0.00	0.00	6,200.00
Legal & Accounting	0.00	0.00	0.00	0.00	60.00	0.00	0.00	0.00	0.00	0.00	0.00	60.00
Meals												
Funny Money	0.00	0.00	220.00	0.00	250.00	450.00	0.00	0.00	0.00	0.00	0.00	920.00
Set Up Crew	0.00	0.00	0.00	0.00	0.00	725.00	0.00	0.00	0.00	0.00	0.00	725.00
Total Meals	0.00	0.00	220.00	0.00	250.00	1,175.00	0.00	0.00	0.00	0.00	0.00	1,645.00
Parking Expenses	0.00	0.00	0.00	0.00	0.00	0.00	500.00	0.00	0.00	0.00	0.00	500.00
Pilot Expenses												
Pilot Brunch	0.00	725.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	725.00
Pilot Packs	0.00	1,350.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,350.00
Total Pilot Expenses	0.00	2,075.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,075.00
Printing & Postage	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	0.00	200.00
Propane	0.00	4,200.00	0.00	0.00	0.00	0.00	5,000.00	0.00	0.00	0.00	0.00	9,200.00
Rentals												
Scaffolding	0.00	0.00	175.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	175.00
Generator Rental	0.00	0.00	0.00	0.00	0.00	2,025.00	0.00	0.00	0.00	0.00	0.00	2,025.00
Light Towers	0.00	0.00	0.00	0.00	0.00	2,400.00	0.00	0.00	0.00	0.00	0.00	2,400.00
Auto Rental	0.00	110.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	110.00
Total Rentals	0.00	110.00	175.00	0.00	0.00	4,425.00	0.00	0.00	0.00	0.00	0.00	4,710.00
Sales Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	375.00	0.00	0.00	375.00
Sanitation	0.00	0.00	0.00	0.00	0.00	4,700.00	0.00	0.00	0.00	0.00	0.00	4,700.00
Security	0.00	0.00	0.00	0.00	0.00	2,650.00	0.00	0.00	0.00	0.00	1,500.00	4,150.00
Signs	0.00	0.00	0.00	0.00	0.00	0.00	600.00	0.00	0.00	475.00	0.00	1,075.00
Sponsorships												
Marketing	0.00	0.00	0.00	0.00	225.00	0.00	0.00	0.00	0.00	600.00	0.00	825.00
Postage	0.00	0.00	0.00	0.00	125.00	0.00	0.00	0.00	0.00	0.00	0.00	125.00
Total Sponsorships	0.00	0.00	0.00	0.00	350.00	0.00	0.00	0.00	0.00	600.00	0.00	950.00
Sound System	0.00	0.00	4,400.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,400.00
Supplies	0.00	0.00	100.00	0.00	0.00	925.00	0.00	0.00	0.00	0.00	0.00	1,025.00
Technical Production Services	0.00	0.00	0.00	0.00	0.00	8,700.00	0.00	0.00	0.00	0.00	0.00	8,700.00
Telephone	0.00	0.00	0.00	0.00	680.00	0.00	0.00	0.00	0.00	0.00	0.00	680.00
Tent	0.00	0.00	0.00	0.00	0.00	0.00	1,750.00	0.00	0.00	0.00	0.00	1,750.00
Transportation	0.00	0.00	0.00	0.00	0.00	50.00	0.00	0.00	0.00	0.00	0.00	50.00
Trash	0.00	0.00	0.00	0.00	0.00	1,000.00	375.00	0.00	0.00	0.00	0.00	1,375.00
Website	0.00	0.00	0.00	0.00	850.00	0.00	0.00	0.00	0.00	0.00	0.00	850.00
Total Expense	1,195.00	83,585.00	22,820.00	880.00	12,570.00	24,825.00	8,225.00	450.00	4,455.00	2,035.00	1,500.00	142,320.00
Net Ordinary Income	11,105.00	-25,475.00	-20,945.00	-880.00	-12,567.00	-24,825.00	25,175.00	-450.00	3,745.00	28,415.00	16,500.00	18.00
Net Income	11,105.00	-25,475.00	-20,945.00	-880.00	-12,567.00	-24,825.00	25,175.00	-450.00	3,745.00	28,415.00	16,500.00	18.00

Google

Address **95 Main St**
Auburn, ME 04210

Get Google Maps on your phone
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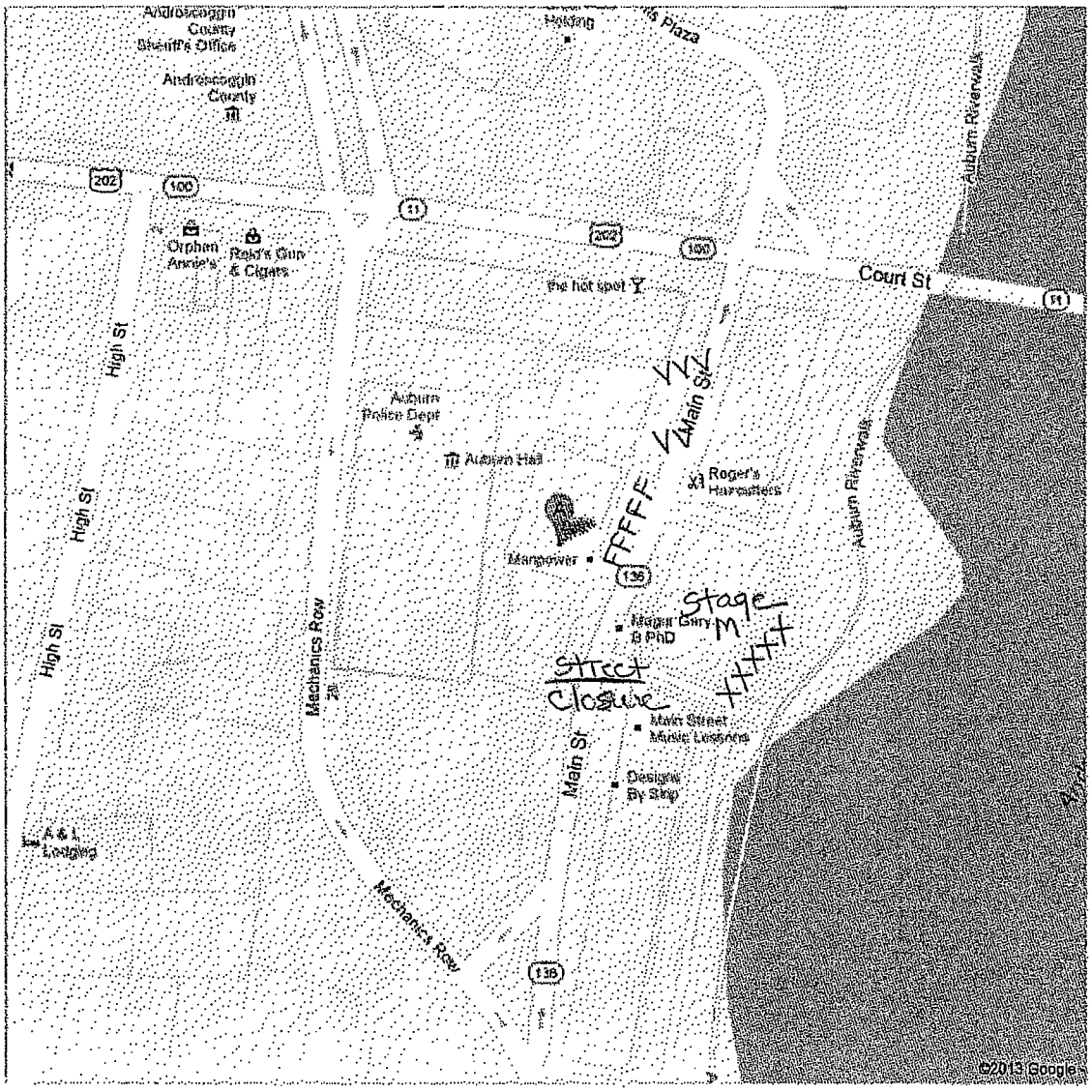

X = porta potties
F = food booth (10X20)
M = music + entertainment
V = Craft + trade vendors

C-1

Tizz E. H. Crowley, Ward One
Robert Hayes, Ward Two
Mary Lafontaine, Ward Three
David Young, Ward Four

Leroy Walker, Ward Five
Belinda Gerry, At Large
Joshua Shea, At Large

Jonathan LaBonte, Mayor

IN CITY COUNCIL

ORDER 54-07152013

ORDERED, that the City Council hereby approves the Special Event and in kind services request for the 2013 Great Falls Balloon Festival.

City Council
Agenda Information Sheet

City of Auburn

Council Meeting Date: July 15, 2013 **Order** 55-07152013*

Author: Sue Clements-Dallaire, City clerk

Item(s) checked below represent the subject matter related to this workshop item.

☐**Comprehensive Plan** ☐**Work Plan** ☐**Budget** ☐**Ordinance/Charter** ☐**Other Business*** ☐**Council Goals****

****If Council Goals please specify type:** ☐***Safety*** ☐***Economic Development*** ☐***Citizen Engagement***

Subject: Setting the time to open the polls for the 7/23/2013 School Budget Validation Referendum Election

Information:

State law requires the Municipal Officers to set the time to open the polls for each election. It is recommended that the polls open at 7:00 A.M. in Auburn for the July 23, 2013 School Budget Validation Referendum Election which will be consolidated to one polling place, Auburn Hall, as voted on by Council on 7/01/2013.

Financial:

Action Requested at this Meeting: Recommend passage

Previous Meetings and History: Council set the date and location for the election at the City Council Meeting on 7/1/2013.

Attachments: Order 55-07152013

**Agenda items are not limited to these categories.*

Tizz E. H. Crowley, Ward One
Robert Hayes, Ward Two
Mary Lafontaine, Ward Three
David Young, Ward Four

Leroy Walker, Ward Five
Belinda Gerry, At Large
Joshua Shea, At Large

Jonathan LaBonte, Mayor

IN CITY COUNCIL

ORDER 55-07152013

ORDERED, that the City Council hereby sets the time for opening the polls at 7:00 A.M. for the July 23, 2013 School Budget Validation Referendum Election that will be held at Auburn Hall.

City Council
Agenda Information Sheet

City of Auburn

Council Meeting Date: July 15, 2013 **Order** 56-07152013*

Author: Clint Deschene, City Manager

Item(s) checked below represent the subject matter related to this workshop item.

☐**Comprehensive Plan** ☐**Work Plan** ☐**Budget** ☐**Ordinance/Charter** ☒**Other Business*** ☐**Council Goals****

****If Council Goals please specify type:** ☐***Safety*** ☐***Economic Development*** ☐***Citizen Engagement***

Subject: Negotiations regarding the contract between Auburn and Lewiston for water rights from the Androscoggin River into the canal system

Information: This will authorize the City Manager and the Mayor to be representatives for negotiations regarding the contract between Auburn and the City of Lewiston for water rights from the Androscoggin River into the canal system. This authorization extends to any necessary ancillary agreements, permits or contracts relating to the Lewiston Falls Hydro Project.

Financial: N/A

Action Requested at this Meeting: Recommend passage

Previous Meetings and History: N/A

Attachments: Agreement Lewiston Falls Hydro Electric Project, Project Agreement

**Agenda items are not limited to these categories.*

*Agenda items are not limited to these categories.

FILE NO. 17-84-96

Rec'd DEC 10 1984

Deputy City Clerk, Lewiston, Maine

AGREEMENT

Lewiston Falls Hydro-Electric Project

This Agreement, made this 3rd day of December, 1984, is between the City of Lewiston, Maine ("Lewiston") and the City of Auburn, Maine ("Auburn").

WHEREAS, Lewiston and Auburn wish to work with each other and with Central Maine Power Company ("CMP") to produce hydro-electric power along the Androscoggin River at Lewiston Falls and along the Lewiston canal system;

WHEREAS, 30 MRSA §1951 et seq. permits municipalities to make the most efficient use of their powers by enabling them to cooperate with other municipalities on the basis of mutual advantage; and

WHEREAS, 30 MRSA §4996 et seq. permits two or more communities to provide for orderly development by sharing of their tax base; and

WHEREAS, the Cities of Lewiston and Auburn wish to cooperate and participate jointly in development and production of hydro-electric power on the Androscoggin River; and

WHEREAS, the Cities of Auburn and Lewiston agree to support the development of the Lewiston Falls Hydro-Electric Project as one method of promoting orderly economic development of the area;

NOW, THEREFORE, Lewiston and Auburn agree as follows:

1. Auburn will fully support the settlement contract to be negotiated bwetween Central Maine Power Company ("CMP") and Lewiston ("Project Agreement"). Auburn will officially sign the Project Agreement on or before December 4, 1984.

2. Lewiston will pay to Auburn 17.5% of the property taxes levied on the new CMP power house, the main generating facility and the real property on which they are sited at Lewiston Falls to be built by CMP under the terms of the Project Agreement. If CMP builds a new power house or generating facility in Auburn, Auburn will pay to Lewiston 17.5% of the property taxes levied on said power house, facility and real property. This tax sharing agreement is made for a term of fifty years commencing on the date of the first collection of taxes from CMP on said property and may be extended beyond said fifty year term on the mutual agreement of the parties.

3. Lewiston will assess and collect the taxes in accordance with the provisions of 30 MRSA §4997.

4. Lewiston will pay to Auburn 50% of the revenues derived by Lewiston from the generation of power at the Upper Androscoggin station with "surplus flowage," as defined in the Project Agreement, over the life of CMP's initial Federal Energy Regulatory Commission ("FERC") license for the new power house and main generating facility.

5. Auburn will pay to Lewiston (1) 17.7% of the canal maintenance expenses charged by CMP to Lewiston; (2) 17.7% of the maintenance and operation costs on the Upper Androscoggin station; (3) 17.7% of any capital expenditures made by Lewiston to rehabilitate, upgrade or replace equipment at the Upper Androscoggin facility; (4) 17.7% of all costs associated with the Power Purchase Agreement with CMP or any other agreement for the sale of power from the Upper Androscoggin facility; and (5) 17.7% of any and all costs associated with the production, distribution and sale of power from the Upper Androscoggin facility. Auburn's obligations under this paragraph will be coterminous with Auburn's rights under the preceding paragraph to receive revenues from the Upper Androscoggin facility.

6. Auburn will develop and maintain the West Pitch Park in accord with the terms of the Project Agreement. Auburn will pay all costs necessary to develop the West Pitch Park above the amount contributed by CMP under the terms of the Project Agreement.

7. Beginning on the date of signing of this Agreement, Auburn will pay 50% of Lewiston's costs (including but not limited to legal, engineering and consulting costs) in any regulatory proceeding (including but not limited to Department of Environmental Protection and Federal Energy Regulatory Commission proceedings) associated with obtaining approval of the Project Agreement, licensing the Upper Androscoggin facility, or associated in any way with this Agreement.

8. To the extent of its legal authority, Auburn will assist Lewiston in raising funds to finance construction by CMP of the power house and main generating facility. Auburn will not be obligated to provide more than half of the financing extended to CMP by the two cities. To the extent that Auburn participates in the financing, Auburn will share proportionally in the differential savings pursuant to the Project Agreement.

9. Auburn will comply with all the terms of the Project Agreement between Lewiston, Auburn and Central Maine Power Company.

10. This Agreement will be administered by the City Councils of Lewiston and Auburn.

11. This Agreement shall not be modified except in writing signed by both parties under authority of their respective governing bodies.

Witness

Lewiston City Administrator (acting under authority voted by Lewiston City Council on December 3, 1984)

Witness

Auburn City Manager (acting under authority by the Auburn City Council December 3, 1984 1984)

PROJECT AGREEMENT

THIS AGREEMENT, made this 5th day of December, 1984, by and between the CITY OF LEWISTON, Maine, a municipal corporation established pursuant to the laws of the State of Maine and having its principal office in Lewiston, in the County of Androscoggin and State of Maine ("Lewiston"), LEWISTON COMMUNITY ENTERPRISES, INC., a local development corporation organized and existing under the provisions of Chapter 54 of the Revised Statutes of Maine, 1954, as amended, and having its principal office in said Lewiston ("LCE"), and the CITY OF AUBURN, Maine, a municipal corporation established pursuant to the laws of the State of Maine and having its principal office in Auburn, in said County of Androscoggin and State of Maine ("Auburn"), on the one hand, and CENTRAL MAINE POWER COMPANY, a corporation organized and existing under the laws of the State of Maine and having its principal place of business in Augusta, in the County of Kennebec in said State of Maine ("CMP"), THE UNION WATER-POWER COMPANY, a corporation organized and existing under the laws of the State of Maine and having its principal place of business in said Lewiston ("Union"), CUMBERLAND SECURITIES CORPORATION, a corporation organized and existing under the laws of the State of Maine and having its principal place of business in said Augusta ("Cumberland"), and CENTRAL SECURITIES CORPORATION, a corporation organized and existing under the laws of the State of Maine and having its principal

place of business in said Augusta ("Central"), on the other hand;

W I T N E S S E T H , T H A T :

WHEREAS, Union holds a license, Project No. 2302, issued by the Federal Power Commission on December 2, 1963, and to expire on December 31, 1993, with respect to a water resource site on the Androscoggin River in Lewiston, Maine; and

WHEREAS, on November 18, 1982 Lewiston filed with the Federal Energy Regulatory Commission ("FERC") an Application for a Preliminary Permit to undertake a hydroelectric project at Lewiston Falls, Maine; and

WHEREAS, on June 10, 1983, Union filed an application, Project No. 2302-001, for an amendment of license with FERC to undertake a hydroelectric project on the Androscoggin River; and

WHEREAS, on or about May 15, 1984, Lewiston filed with FERC a competing application, Project No. 6862-000, for a license to undertake a hydroelectric project on the Androscoggin River; and

WHEREAS, the parties have deemed it in their best interests and the best interests of customers of CMP to resolve their competing applications by the negotiation of this Agreement; and

WHEREAS, Lewiston has agreed, subject to the terms and conditions of this Agreement, to withdraw its competing FERC application and to provide to CMP certain additional considerations set forth herein; and

WHEREAS, CMP has agreed, subject to the terms and conditions of this Agreement, to build a hydroelectric project in Lewiston, Maine, and to convey or cause to be conveyed to

Lewiston its Androscoggin Upper generating facilities and certain water rights and to provide a credit of 3.2 million kwh, adjusted as provided in this Agreement, on its electric bill to Lewiston and to provide to Lewiston additional considerations as provided herein; and

WHEREAS, Lewiston has reached an understanding with Auburn concerning the development of a hydroelectric project in Lewiston, Maine, and providing for the support and cooperation of Auburn upon certain considerations, which understanding is generally described in a memorandum dated September 27, 1984, and is set forth in an agreement between Lewiston and Auburn executed or to be executed contemporaneously herewith; and

WHEREAS, the parties hereto have agreed herein to cooperate with one another in assisting each other to secure the necessary licenses, permits, waivers, approvals, and other authorizations necessary to carry out of this Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the parties hereto agree as follows:

1. The Project.

CMP will design and build a powerhouse and main generating facility in Lewiston, Maine, such facility to be called the Lewiston Falls Hydroelectric Project (the "Project"). A general description of the Project is annexed hereto as Exhibit A and incorporated herein by reference. The powerhouse, main generating facility, and other structures and facilities to be constructed are hereinafter sometimes referred to as the

"Project facilities." CMP will promptly prepare and file appropriate FERC, Maine Department of Environmental Protection ("DEP"), and other governmental applications in accord with this Agreement. CMP will promptly seek to procure all licenses, permits and other authorizations necessary to undertake the Project. Following receipt of all necessary licenses, permits and other authorizations, CMP will proceed promptly to contract for the construction of the Project facilities. Once construction of the Project facilities has been commenced, CMP will require its contractor or contractors to proceed expeditiously to complete construction of the Project facilities. CMP currently anticipates that construction of the Project facilities will be concluded within three (3) years following the commencement of construction of the Project facilities.

2. Cooperation.

A. In order to assist CMP in the process of securing the municipal approvals, permits, licenses, approvals, waivers, and other authorizations necessary to undertake and complete construction of the Project facilities, Lewiston agrees to designate a "Municipal Facilitator" to assist CMP and the contractor or contractors that CMP engages to construct the Project facilities in obtaining such permits, licenses, approvals, waivers, and other authorizations. Within thirty (30) days following notice by CMP that it desires the appointment of such Municipal Facilitator, Lewiston will identify to CMP the employee of the City of Lewiston who will

act as such Municipal Facilitator in connection with the construction of the Project facilities. The Municipal Facilitator will devote such time as is reasonably required to assist CMP and its contractor or contractors in obtaining all municipal permits, licenses, approvals, waivers, or other authorizations necessary in order to undertake and complete the construction of Project facilities. Notwithstanding the generality of the foregoing, the Municipal Facilitator will, within sixty (60) days following notice by CMP that it desires the appointment of such Municipal Facilitator, assist CMP in identifying all municipal permits, licenses, approvals, waivers, and other authorizations required by the City of Lewiston to undertake or complete construction of the Project facilities. The Municipal Facilitator will assist CMP and its contractor and contractors with respect to obtaining all such municipal permits, licenses, approvals, waivers, and all other authorizations needed to undertake and complete the construction of the Project facilities.

B. In order to assist Lewiston in complying with its obligations hereunder and preparing for and accomplishing the ownership of and commencement of operation at the Androscoggin Upper generating facilities as provided in this Agreement, and in the licensing and any other permitting thereof, CMP agrees to designate a "Project Coordinator" to assist Lewiston and any contractor or consultant engaged by Lewiston with respect to Lewiston's obligations hereunder and the licensing of and commencement of operation at the Androscoggin Upper generating

facilities as provided herein. Within thirty (30) days following notice by Lewiston that it desires the appointment of such Project Coordinator, CMP will identify to Lewiston the employee of CMP who will act as such Project Coordinator in connection with the aforesaid matters. The Project Coordinator will devote such time as is reasonably required to assist Lewiston and its contractor or consultant in obtaining all permits, licenses, exemptions, and other governmental authorizations necessary for Lewiston's initial operation of the Androscoggin Upper generating facilities, in obtaining all information necessary from CMP, Union or others as may be reasonably necessary or helpful in Lewiston's obligations or operations hereunder, and in such other matters as may reasonably affect Lewiston's initial operation of the Androscoggin Upper generating facilities.

C. Lewiston shall withdraw its competing application before FERC within five (5) days following the date on which CMP or Union files with FERC an application to develop the Project. If FERC denies any such application filed by CMP prior to January 1, 1987, or if CMP or any affiliate makes application before FERC for a hydroelectric generating facility at the Lewiston Falls at some other location not within the City of Lewiston, Maine, at Lewiston's option Lewiston shall be restored to its present position before FERC with respect to its currently pending competing application, and Union shall be restored to its present position before FERC on its currently pending application, and any and all conveyances or other

agreements (excepting only the Power Purchase Agreement executed pursuant to paragraph 15.B hereof) made by any party to the other hereunder shall be null and void and of no effect and each party shall execute and deliver to the other such deeds, indentures, releases or other documents as may be necessary or convenient to render such conveyances null and void and of no effect. Lewiston intends to seek from FERC a license or exemption with respect to the Androscoggin Upper generating facilities if CMP receives a FERC license with respect to the Project. Subject to the terms and conditions of this Agreement, CMP shall cooperate with Lewiston to the end that the Androscoggin Upper generating facilities may be exempted or, if necessary, licensed by FERC. In the event that despite Lewiston's best efforts to obtain from FERC a license or exemption with respect to the Androscoggin Upper generating facilities, FERC declines to grant such a license or exemption, at Lewiston's option, either (i) the parties shall proceed as if Lewiston had been granted such a license or exemption, or (ii) CMP shall pay to Lewiston monetary compensation in lieu of the Androscoggin Upper generating site, generating facilities and the water rights to be conveyed under paragraphs 11, 12 and 13 of this Agreement in an amount equal to the then fair market value of said site, facilities, and water rights; and in the event that Lewiston elects monetary compensation as aforesaid, any other provisions of this Agreement to the contrary notwithstanding, the obligations to convey the Androscoggin Upper generating site, facilities and water rights as provided in

paragraphs 11, 12, and 13 of this Agreement any any obligation of Lewiston to pay for canal maintenance under paragraph 16 of this Agreement shall cease and be of no further force and effect. The parties agree that in determining the fair market value of said generating site, generating facilities, and water rights, reference may be made to the Power Purchase Agreement of even date herewith to be executed pursuant to paragraph 15.A of this Agreement.

D. Lewiston and Auburn shall not, following execution of this Agreement, without the prior consent in writing of CMP, seek any license or exemption from FERC or any other regulatory agency, or assert any municipal or other preference, with respect to the Project or otherwise hinder, impede, or interfere with CMP in its development of the Project as provided in this Agreement.

E. CMP shall not, following execution of this Agreement, without the prior consent in writing of Lewiston, seek any license or exemption from FERC or any other regulatory agency, or assert any preference, with respect to the Androscoggin Upper generating facilities or otherwise hinder, impede, or interfere with Lewiston in its generation of electricity at the Androscoggin Upper facilities as provided in this Agreement.

F. Lewiston and Auburn shall not, in their corporate capacities, following execution of this Agreement, without the prior consent in writing of CMP, file with any governmental body, or otherwise support or encourage, any petition, application or other request, or take any position before any

court or regulatory body, the effect of which would be to alter the terms and conditions of the ownership and development of the Project as provided herein or otherwise to impose on CMP costs in excess of those contemplated in this Agreement, including without limitation applications to establish recreational, aesthetic, or historic sites, amenities, or facilities. Without limiting the generality of the foregoing sentence, Lewiston shall not, in its corporate capacity, initiate, support, or seek to initiate, efforts to have the Lewiston canal system currently owned by Union, or any generating site on the canal system currently owned by Union, CMP, Central and Cumberland, declared an historic landmark or to have said canal system burdened with any recreational, historic, or aesthetic site, amenity, or facility; provided, however, that Lewiston may, with the written consent of CMP and at Lewiston's own expense, develop any such recreational, historic, or aesthetic site, amenity, or facility on said canal system.

G. Lewiston and Auburn shall assist CMP in securing all necessary licenses, permits, waivers, exemptions, approvals, and other authorizations required from any State or federal regulatory body in any way relating to the Project, including without limitation (a) FERC license for the Project, (b) environmental licenses and permits, (c) Maine Public Utilities Commission licenses, certificates and permits, and (d) any other required regulatory permits, approvals or other authorizations. Such assistance shall include the provision of historical or technical information in the possession or control

of Lewiston or Auburn. Lewiston and Auburn shall, upon the request of CMP, in their corporate capacities support the owner ship and development of the Project as described herein before any State or federal regulatory body from which any permit, license, approval, waiver or other authorization is required.

H. CMP shall assist Lewiston in securing all necessary licenses, permits, waivers, exemptions, approvals and other authorizations required from any State or federal regulatory body in any way relating to the Androscoggin Upper generating facilities, including without limitation (a) FERC license or exemption, (b) environmental licenses and permits, (c) Maine Public Utilities Commission licenses, certificates and permits, and (d) any other required regulatory permits, approvals or other authorizations. Such assistance shall include the provision of historical or technical information in the possession or control of CMP. CMP shall, upon the request of Lewiston, support the ownership, development and use of the Androscoggin Upper generating facilities as described herein before any State or federal regulatory body from which any permit, license, approval, waiver or other authorization is required.

I. Any party requesting assistance under this paragraph 2 shall reimburse the assisting party for any out-of-pocket disbursements reasonably incurred for attorneys, consultants, etc., in providing such assistance. No party shall be required hereby to assert, subscribe to or countenance any matter of fact or law unless it is satisfied as to the truthfulness and

accuracy of such matter.

3. The Location of the Project.

A. The Project facilities shall be constructed partially or wholly on land now owned by Lewiston and on which Lewiston maintains a pumping facility and/or generating station now used by Lewiston to pump water for use in the City of Lewiston and to generate electricity for municipal purposes (the "municipal facility"). Lewiston shall convey to CMP without additional consideration over and above those provided in this Agreement (including without limitation the consideration provided under paragraph 17 hereof), for use in part as the Project site, land now owned by it at the site of the municipal facility, together with all appropriate easements of way and other appurtenant rights, all as described in the Deed annexed hereto as Exhibit B and incorporated herein by reference. Until the generating and pumping equipment that is part of the municipal facility is removed pursuant to paragraph 4 hereinbelow, Lewiston shall have the right to maintain its municipal facility at the site of the Project and to continue operating the municipal facility to produce electricity and to pump water for use in the City of Lewiston. Lewiston shall defend, indemnify and save harmless CMP, Union, Central and Cumberland from and against any and all claims, judgments, costs, or expenses of any kind (including reasonable attorneys' fees and expenses incurred to defend against any such claim and to enforce this agreement to defend, indemnify, and save harmless) which may be asserted against any of CMP, Union, Central and Cumberland by or on behalf of any

person, firm, company, corporation, or other entity arising (or alleged to arise) in any way from the maintenance and operation of the municipal facility at any time; provided, however, that the aforesaid agreement to defend, indemnify, and save harmless shall not apply to claims arising out of any act or omission by CMP or its contractors in removing equipment or demolishing structures pursuant to paragraph 4 of this Agreement or in any other activity by CMP or any such contractor at the site of the municipal facility. Said conveyance of the land and easements and other appurtenant rights owned by Lewiston at the Project site shall be by deed substantially identical to the aforesaid Deed annexed hereto as Exhibit B and incorporated herein by reference. Said Deed shall be executed at the Closing, shall be dated on the date of the Closing, and shall be recorded by CMP immediately following the Closing.

B. CMP will convey to Lewiston a portion of land owned by CMP in the vicinity of the municipal facility. Said conveyance shall be by deed substantially in the form of the Deed annexed hereto as Exhibit C and incorporated herein by reference. Said deed shall be executed at the Closing, shall be dated as of the date of the Closing, and shall be recorded by Lewiston immediately following the Closing.

4. Removal of the Municipal Facility.

A. Lewiston desires to preserve the generating and pumping equipment that is now part of the municipal facility following the discontinuance of generation of electricity at the municipal facility. CMP shall give Lewiston one hundred eighty

(180) days notice of the date on which the generating and pumping equipment must be completely removed from the municipal facility so that construction of the Project facilities can commence. Except as provided in the immediately following sentence, upon the expiration of said one hundred eighty (180) day notice period, the right of Lewiston to maintain and operate the municipal facility at the Project site, as provided in paragraph 3 of this Agreement, shall terminate. Within said one hundred eighty (180) day notice period, Lewiston shall, at its own expense, complete the removal of its generating and pumping equipment from the municipal facility; provided, however, that in the event that due to circumstances beyond the control of Lewiston or its contractors, Lewiston is unable to complete the removal of its generating and pumping equipment as aforesaid, Lewiston shall have an additional sixty (60) days to do so; and provided, further, however, that if Lewiston fails to complete the removal of said generating and pumping equipment as aforesaid within a total of two hundred forty (240) days following notice by CMP that such removal is necessary, Lewiston shall pay to CMP as liquidated damages for any delay in constructing the Project facilities occasioned by such failure the sum of Two Thousand Five Hundred Dollars ($2,500.00) per day for each day that such generating and pumping equipment remains at the site of the municipal facility after said two hundred forty (240) day period. Lewiston hereby agrees that the measurement of CMP's actual damages as a consequence of any such failure to remove said generating and

pumping equipment within said two hundred forty (240) day period will be difficult to determine and hereby agrees that the aforesaid sum of Two Thousand Five Hundred Dollars ($2,500.00) represents the parties' agreement as to expected daily damages from such failure. After Lewiston notifies CMP that it has completed the removal of said generating and pumping equipment, any equipment or other property of Lewiston remaining on the site of the Project shall become the property of CMP and (in addition to the other remedies of CMP hereunder) CMP may, at its own expense, remove any and all such equipment and other property and may demolish any structures remaining on the site of the Project at such time. CMP will retain the net proceeds of any such sale. CMP agrees that it will not require the removal of said generating and pumping equipment until necessary, in the reasonable judgment of CMP, to commence construction of the Project facilities. From the time that said generating and pumping equipment is removed from the municipal facility until Lewiston completes construction of any substitute pumping facility, Lewiston will purchase from CMP, at Lewiston's own cost and pursuant to tariffs in effect from time to time, any additional electricity needed by Lewiston.

B. From the time that said generating equipment ceases operation until the effective date of the conveyance of Lewiston's water rights to Union pursuant to paragraph 8 of this Agreement, Lewiston shall lease its water rights at the head of the canal system existing on the date hereof (141 cfs per 24 hours) to CMP for 7.5 mills ($.0075) per horsepower hour

of generation using said water rights. Said lease shall be by an agreement substantially identical to the Agreement annexed hereto as Exhibit D and incorporated herein by reference. Said Agreement shall be executed at the Closing, to take effect on the date Lewiston notifies CMP that it has ceased generation of electricity at the municipal facility, and shall be dated as of the date of the Closing.

C. If for any reason following the giving of said one hundred eighty (180) day notice CMP shall fail to complete construction of the Project facilities, CMP shall reimburse Lewiston for any reasonable costs incurred by it with respect to the removal of its municipal generating and pumping equipment, such costs to be determined with reference to the fair market value of the generating and pumping equipment in place at the municpal facility at the giving of said one hundred eighty (180) day notice and not with reference to the cost of any new generating and pumping equipment purchased by Lewiston in connection with the relocation of the generating and pumping operations currently located at the municipal facility.

5. Staging and Laydown Areas.

A. In order to construct the Project facilities, it will be necessary for CMP and the contractor and contractors that CMP engages to construct the Project facilities to have the use of staging and laydown areas in the vicinity of the Project. Lewiston agrees to permit CMP and any third parties designated by CMP ("designees"), to use, for any lawful purpose related to

construction of the Project facilities, the areas shown on Exhibit E annexed hereto and incorporated herein by reference. Lewiston shall lease to CMP, at the City parking garage or parking lot in front of the City Post Office building, or both, for use as parking space, up to one hundred twenty (120) spaces at the prevailing long-term lease rates for spaces in said parking garage or parking lot for vehicle parking (currently $16 per month). Lewiston agrees that except as otherwise prohibited by agreements now in effect or by federal or state law or regulation, all areas so designated on said Exhibit E shall be dedicated to the exclusive use of CMP and its designees at all times during construction of the Project facilities and that CMP and its designees may use said areas (except space in said parking garage or said parking lot) for any lawful purpose relating to construction of the Project facilities, including without limitation the storage of vehicles, equipment and supplies and the partial construction of components of the Project. Lewiston further agrees that CMP and its designees may construct on such areas (except space in said parking garage or parking lot) any temporary buildings for equipment storage or field office purposes. CMP agrees to cause the removal of all such temporary buildings at the conclusion of construction of the Project facilities and the reasonable restoration of such premises to a condition at least equal to that when made available to CMP. Lewiston agrees that CMP and its designees shall be entitled to make any lawful use of the waste/spoils sites at the rear of Lewiston High School,

East Avenue, and at the rear of the Lewiston water storage shed on Cottage Road. Such use may include the disposal of any non-hazardous and non-toxic waste material generated during construction of the Project facilities.

B. CMP agrees to defend, indemnify and save harmless Lewiston from and against any and all claims, judgments, costs, or expenses of any kind (including reasonable attorneys' fees and expenses incurred to defend against any such claim and to enforce this agreement to defend, indemnify, and save harmless) which may be asserted against Lewiston by or on behalf of any person, firm, company, corporation or other entity arising (or alleged to arise) in any way from any act done in connection with or in any other way relating to the use by CMP or its designees of the staging and laydown, parking, waste/spoils, or any other areas made available by Lewiston for use by CMP and its designees.

6. Municipal Water Line.

In order to undertake construction of the Project facilities, it may be necessary to remove and relocate a portion of the municipal water line that is now located, in part, on or near the Project site. Within ninety (90) days following notice by CMP that design standards are necessary, Lewiston will provide to CMP design standards for the temporary and permanent municipal water lines to be constructed in order to accomplish such removal and relocation. CMP shall furnish to Lewiston proposed designs of said temporary and permanent municipal water lines. Lewiston shall, within thirty (30) days

of receipt thereof, review, comment on, and in writing approve reasonable designs by CMP of said temporary and permanent municipal water lines. In determining the reasonableness of any such designs, reference may be made to data developed by or on behalf of Lewiston in support of its competing FERC application. CMP will include the design approved by Lewiston in its request for bids with respect to construction of the Project facilities. CMP shall select the contractor or contractors to be responsible for the construction of the Project facilities, including the removal and relocation of said municipal water line; however, Lewiston shall contract separately with such contractor for the removal and relocation of said municipal water line. CMP shall reimburse Lewiston for all Lewiston's costs paid to any such contractor for removing and relocating said municipal water line. CMP or Union shall provide, without cost to Lewiston, any easements over land of CMP or the Project site necessary for such temporary or permanent relocation. During the removal and relocation of said municipal water line, Lewiston and CMP will continuously monitor the work performed to ensure that the work conforms with the design approved by Lewiston. At all times before, during, and after the relocation of said municipal water line, Lewiston shall remain responsible for the continuity of flow, purification, chlorination, fluoridation, and other treatment of any conduits and of all water flowing in any temporary or permanent conduit constructed in connection with such relocation.

7. Vibration Levels.

In order to construct the Project facilities, it will be necessary to perform blasting operations of an extent that cannot be determined at this time. The parties agree that a particle velocity produced by any blasting done in connection with construction of the Project facilities of two inches per second as measured with respect to its municipal water lines and as measured with respect to its pumping equipment located in the vicinity of the land described in Exhibit B appears to be reasonable in accordance with generally accepted construction practices.

8. Conveyance of Lewiston's Water Rights to Union.

Lewiston shall, effective as hereinafter provided, convey to Union its water rights in and appurtenant to the Androscoggin River. Said conveyance shall be by a quitclaim deed substantially identical to the Deed annexed hereto as Exhibit F and incorporated herein by reference. Said Deed shall be executed at the Closing but shall not be dated at that time. Said Deed shall be held in escrow by counsel for CMP and counsel for Lewiston and shall be dated as of the date on which the Project facilities are first turned over to the CMP System Operations Department for dispatch. Said Deed shall be recorded on the date on which the Project facilities are first turned over to the CMP System Operations Department for dispatch, or as soon thereafter as is reasonably practicable.

9. Release of Rights in Androscoggin Upper Generating Site from LCE to Central.

LCE may hold certain reversionary rights in the Androscoggin Upper generating site to be conveyed pursuant to paragraph 11 hereinbelow. LCE shall release to Central all its right, title and interest in and to the Androscoggin Upper generating site to be conveyed pursuant to paragraph 11 hereinbelow. Said conveyance shall be by a quitclaim deed substantially identical to the Deed annexed hereto as Exhibit G and incorporated herein by reference. Said Deed shall be executed at the Closing but shall not be dated at such time. Said Deed shall be held in escrow by counsel for CMP and counsel for Lewiston and shall be dated as of the date on which the Project facilities are first turned over to the CMP System Operations Department for dispatch. Said Deed shall be recorded on the date on which the Project facilities are first turned over to the CMP System Operations Department for dispatch, or as soon thereafter as is reasonably practicable.

10. Conveyance of Easement Rights from Central to CMP.

Central shall convey to CMP certain rights, privileges, and easements appurtenant to the Androscoggin Upper generating site to be conveyed pursuant to paragraph 11 hereinbelow. Said conveyance shall be by a quitclaim deed substantially identical to the Deed annexed hereto as Exhibit H and incorporated herein by reference. Said Deed shall be executed at the Closing and shall be dated as of the date of the Closing and recorded immediately following the Closing.

11. Conveyance of Androscoggin Upper Generating Site from Central to Lewiston.

CMP, Union, Cumberland or Central, as the case may be, shall convey to Lewiston all its or their right, title and interest in and to the Androscoggin Upper generating site, together with associated easement rights, subject to the November 2, 1964 Indenture of Lease by and between LCE and Bates Manufacturing Company, predecessor to Bates Fabrics, Inc. ("Bates"). A copy of the aforesaid lease (the "Bates lease") is annexed hereto as Exhibit I and incorporated herein by reference. Said conveyance shall be by a quitclaim deed substantially identical to the Deed annexed hereto as Exhibit J and incorporated herein by reference. Said Deed shall be executed at the Closing but shall not be dated at such time. Said Deed shall be held in escrow by counsel for CMP and counsel for Lewiston and shall be dated as of the date on which the Project facilities are first turned over to the CMP System Operations Department for dispatch. Said Deed shall be recorded on the date on which the Project facilities are first turned over to the CMP System Operations Department for dispatch, or as soon thereafter as is reasonably practicable. Central warrants and represents that Androscoggin Upper generating facilities #1 and #3 have reverted to Central pursuant to the terms of a certain Indenture. Union, Central and CMP agree to convey to Lewiston such of its or their additional real estate related to the Androscoggin Upper generating facilities as shall be specifically required by FERC

as a precondition to Lewiston's obtaining a FERC license or exemption for such facilities. Union further agrees that it will, following the obtaining of all necessary releases from FERC, convey to Lewiston the tail race associated with said Androscoggin Upper generating facilities.

12. Conveyance of Generating Equipment from Cumberland to Lewiston.

A. CMP, Union, Central, or Cumberland, as the case may be, shall convey to Lewiston all its or their right, title and interest in and to its generating and transmission equipment (including intake racks) associated with the Androscoggin Upper generating site to be conveyed pursuant to paragraph 11 hereinabove, subject to the Bates lease. Such equipment shall be conveyed in a condition at least as good as its present condition, normal wear and tear excepted. Said conveyance shall be by a quitclaim deed substantially identical to the Deed annexed hereto as Exhibit K and incorporated herein by reference. Said Deed shall be executed at the Closing but shall not be dated at such time. Said Deed shall be held in escrow by counsel for CMP and counsel for Lewiston and shall be dated as of the date on which the Project facilities are first turned over to the CMP System Operations Department for dispatch. Said Deed shall be recorded on the date on which the Project facilities are first turned over to the CMP System Operations Department for dispatch, or as soon thereafter as is reasonably practicable.

B. Following execution of this Agreement, CMP intends to

attempt to negotiate with Bates a termination of the Bates lease and the rights of Bates provided therein. CMP agrees that it will include in any negotiated termination of the Bates lease the release to CMP of the facilities leased by Bates which are part of the Androscoggin Upper generating facilities and any reversionory interest in said facilities which Bates may possess. In the event that Bates for any reason conveys or otherwise releases to CMP or any affiliate facilities leased by it at the Androscoggin Upper generating facilities, or any reversionary interest in said facilities, CMP shall convey or release or cause to be conveyed or released such facilities or reversionary interest to Lewiston without additional consideration at the later to occur of (i) the transfer to Lewiston of the Androscoggin upper generating site and facilities pursuant to paragraph 11 and this paragraph 12 and (ii) the earliest reasonably practicable date after such conveyance or other release by Bates to CMP or its affiliate.

13. Conveyance of Water Rights from Union to Lewiston.

A. In order to generate electricity at the Androscoggin Upper generating facility to be conveyed pursuant to paragraph 11 hereinabove, Lewiston requires certain rights to water flowage on the Lewiston canal system owned by Union. Union will convey to Lewiston the following water rights:

(i) One hundred fifty cubic feet per second (150 cfs) on a continuing basis (subject to the limitations provided hereinbelow), furnished at the intake at the Androscoggin Upper generating facilities; provided sufficient inflow is

available in the Androscoggin River at the Gulf Island head pond to provide said 150 cfs; and

(ii) Surplus flowage above a river flow of 8,280 cfs to a maximum of 555 cfs over said 8,280 cfs total; provided, however, that if generation ceases or is interrupted, temporarily or permanently, at any of the "Bates" or "Hill" generating facilities on the canal system, the aforesaid river flow of 8,280 cfs (above which Lewiston's 555 cfs is to be taken) shall be reduced for the duration of such cessation or interruption of generation to reflect the reduction in water required for generation at any such site at which generation ceases or is interrupted; provided, however, that if generation ceases or is interrupted at either the "Bates" or "Hill" generating facilities and is increased at the other generating facility, or is commenced or increased at another generating facility owned or operated by CMP, Union, or any affiliate thereof, such commencement or increase shall be treated for purposes of this subparagraph (ii) as a resumption of generation of the site at which generation ceased or was interrupted.

B. The water rights to be conveyed by Union to Lewiston shall be subject to, among other things, Union's right to drain the head pond and canal system periodically for reasonable inspection, dredging, repairs, maintenance, or otherwise for emergency or safety reasons. Said water rights shall be conveyed by a quitclaim deed substantially identical to the

Deed annexed hereto as Exhibit L and incorporated herein by reference. Said Deed shall be executed at the Closing but shall not be dated at such time. Said Deed shall be held in escrow by counsel for CMP and counsel for Lewiston and shall be dated as of the first day on which the Project facilities are first turned over to the CMP System Operations Department for dispatch. Said Deed shall be recorded on the date on which the Project facilities are first turned over to the CMP System Operations Department for dispatch, or as soon thereafter as is reasonably practicable.

C. Union shall bear full responsibility for maintaining, repairing, and properly operating the gatehouse at the head of the canal system and the canal system. Union will, at Lewiston's reasonable request and consistent with Union's obligations to other users of the canal system, drain the canal system to enable Lewiston to determine the condition of its facilities. Union shall repair and maintain and operate the gatehouse and canal system so as to ensure that Lewiston will receive its full water rights and be able to generate power at the Androscoggin Upper facilities with its water rights. In the event that Union does not commence action to initiate any needed repairs to the gatehouse or canal system within thirty (30) days after notice by Lewiston to Union, Lewiston may at CMP's expense make such repairs. In the event that Lewiston's water rights are at any time not met in accordance with the terms of said Deed annexed hereto as Exhibit L, Lewiston shall have the right to enter onto the gatehouse premises and make

such adjustments in the gate openings and otherwise as are necessary to ensure that such water rights are met. CMP shall maintain tail water elevations of at least 126.4 feet above mean sea level (U.S.G.S. datum) at the Androscoggin Upper generating facilities so as to insure that Lewiston can generate power at the Androscoggin Upper facilities with its water rights; provided, however, that CMP shall not be required to maintain the aforesaid tail water elevation if CMP is prevented from doing so by unforeseeable causes beyond its reasonable control and without its fault or negligence, including without limitation fire, explosion, riot, failure or interruption of services, sabotage, strikes, acts of God, drought or accidents, or resulting from appropriation or diversion of water by rule or order of any governmental authority having jurisdiction thereof, nor shall CMP be required to maintain the aforesaid tail water elevation at times when the canal system or the Androscoggin Lower generating facilities on the canal system are drained or otherwise taken out of service for purposes of reasonable inspection, maintenance, or repair or emergency purposes or during such times as the canal system may have inadequate water on account of river conditions.

14. Delivery of Electricity Generated at the Androscoggin Upper Facility.

Lewiston shall deliver to CMP, at its substation facility situated at the "Hill Mill" site on the canal system, electricity generated at the Androscoggin Upper generating

facilities to be conveyed to Lewiston pursuant to paragraph 11 hereinabove. Union shall convey to Lewiston such easement rights as it lawfully may convey so as to enable Lewiston to deliver to CMP at the Hill Mill site electricity generated at the Androscoggin Upper facilities. Said conveyance of easement rights shall be by deed substantially in the form of the Deed annexed hereto as Exhibit M and incorporate
reference. Said Deed shall be executed at
shall not be dated at such time. Said Deed
escrow by counsel for CMP and counsel for L
dated as of the date on which the Project f
turned over to the CMP System Operations De
dispatch. Said Deed shall be recorded on t
Project facilities are first turned over to
Operations Department for dispatch, or as s
reasonably practicable.

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15. Power Purchase Agreements.

A. CMP will purchase for a term ending on December 31, 1998, power generated by the Androscoggin Upper generating facilities to be conveyed to Lewiston pursuant to paragraph 11 hereinabove, at a rate equal to the current fourth decrement long-term avoided cost rate published by CMP or such other fourth decrement long-term avoided cost rate for CMP as is set by the Maine Public Utilities Commission within six (6) months following the date hereof, under a power purchase agreement with Lewiston. Said power purchase agreement shall be substantially identical to the Power Purchase Agreement annexed

hereto as Exhibit N and incorporated herein by reference. Said Power Purchase Agreement shall be executed contemporaneously with the execution of this Agreement and shall in all respects govern the purchase and sale of electricity pursuant to this paragraph 15.A during the term of said power purchase agreement.

B. CMP will enter into a power purchase agreement with Lewiston under which CMP will purchase from Lewiston surplus power produced at the municipal facility with water supplied by Union at the prevailing short-term energy-only rate less 7.5 mills ($.0075) per horsepower hour of surplus power, such agreement to be effective upon termination of the existing agreement, dated June 1, 1956, between Lewiston, on the one hand, and Union and CMP, on the other hand, and to terminate Lewiston ceases generation at the municipal facility pursuant to paragraph 4 of this Agreement. Said power purchase agreement shall be substantially identical to the Power Purchase Agreement annexed hereto as Exhibit O and incorporated herein by reference. Said Power Purchase Agreement shall be executed contemporaneously with the execution of this Agreement and shall in all respects govern the purchase and sale of electricity under this paragraph 15.B during the term of said power purchase agreement.

16. Canal Maintenance.

Because Lewiston will be the owner of an important generating facility on the canal system owned by Union, Lewiston has agreed to share in the costs of maintaining the canal system. Beginning on the date on which the Project

facilities are first turned over to the CMP System Operations Department for dispatch, Lewiston shall pay to Union an annual maintenance fee, determined on a calendar-year basis, which annual maintenance fee shall be the lesser of: (a) $36,000 adjusted annually in proportion to the increase or decrease in the Gross National Product implicit price deflator from 1985 to the year for which such maintenance fee is paid, and (b) the actual maintenance expense of Union for the canal system, as determined by Union, multiplied by a fraction, (i) the numerator of which is the energy output of the Androscoggin Upper generating facilities for such year expressed in kilowatt hours, and (ii) the denominator of which is the total energy output of all generating facilities on the canal system for such year, expressed in kilowatt hours. Union shall submit its statement for the maintenance fee by January 31 of the year following the calendar year for which such fee is assessed, and Lewiston shall pay the maintenance fee reflected in such statement on or before the following February 28. The maintenance fee shall be prorated for any partial year. Lewiston shall have the right, on reasonable notice and at reasonable times during Union's normal business hours, to inspect the books and records of Union to verify the costs and expenses of canal maintenance determined by Union. Lewiston's obligation to pay the aforesaid maintenance fee shall be reflected in an indenture substantially identical to the Indenture annexed hereto as Exhibit P and incorporated herein by reference. Said Indenture shall be executed at the Closing

but shall not be dated at such time. Said Indenture shall be held in escrow by counsel for CMP and counsel for Lewiston and shall be dated as of the date on which the Project facilities are first turned over to the CMP System Operations Department for dispatch. Said Indenture shall be recorded on the date on which the Project facilities are first turned over to the CMP System Operations Department for dispatch, or as soon thereafter as is reasonably practicable.

17. Replacement of Generation at Municipal Facility.

CMP has agreed, subject to the terms of this Agreement, to credit Lewiston with the electricity that would have been produced by its municipal facility. A fair approximation of the present actual electric generation at the municipal facility using Lewiston's existing water rights is 3.2 million kilowatt hours per year. Beginning on the date on which the Project facilities are first turned over to the CMP System Operations Department for dispatch, CMP shall give to Lewiston a perpetual, annual credit, determined on a calendar-year basis, of 3.2 million kilowatt hours, adjusted as hereinafter provided to reflect Lewiston's cost savings in not generating its electricity, on the bills rendered by CMP to Lewiston for electricity. Said amount of 3.2 million kilowatt hours shall be reduced by the number of kilowatt hours that Lewiston could purchase, at the then applicable tariff rate for sales of electricity by CMP to Lewiston, spread evenly over the year for which the aforesaid credit is determined, for the amount of $11,000, adjusted in proportion to the increase or decrease in

the Gross National Product implicit price deflator from 1985 through the year for which the aforesaid credit is determined. The estimated annual credit for any year shall be reflected on CMP's bills to Lewiston in twelve equal monthly credit amounts, with a reconciliation at the end of each year. The aforesaid credit shall be prorated for any partial years. If the Maine Public Utilities Commission issues an advisory opinion which states that the aforesaid credit violates the prohibition against simultaneous purchases and sales of electricity from Existing Capacity contained in Chapter 36, §4(C)(2)(c) of the Rules and Regulations of the Maine Public Utilities Commission, then CMP at its option, shall elect either to proceed hereunder as if a favorable advisory opinion from the Maine Public Utilities Commission had been issued or to proceed hereunder to the extent permitted by such advisory opinion and to compensate Lewiston for the fair market value of any portion of the aforesaid credit which the advisory opinion states is in violation of the prohibition against simultaneous purchases and sales of electricity from Existing Capacity contained in said Rules and Regulation.

18. West Pitch Park.

A. CMP will lease or cause to be leased to Auburn for a term coterminous with the period of the FERC license for the Project, land on the "West Pitch" overlooking the Lewiston Falls area in the City of Auburn. The rental for the aforesaid West Pitch land shall be an amount equal to the municipal property taxes assessed by the City of Auburn against said West

Pitch land from time to time. The lease of the West Pitch land to Auburn shall be substantially identical to the Lease annexed hereto as Exhibit Q and incorporated herein by reference. Said Lease shall reserve to CMP the substation on the West Pitch and the land on which said substation rests, including the right to expand said substation, and shall further reserve to CMP the right to maintain transmission and distribution facilities on the West Pitch land. Said Lease shall be executed at the Closing but shall not be dated at such time. Said Lease shall be held by counsel for CMP and shall be dated as of the date on which construction first begins on the Project facilities. Said Lease shall be recorded on the date on which construction first begins on the Project facilities or as soon thereafter as is practicable.

B. CMP agrees to pay to Auburn, within thirty (30) days after notice by Auburn given after the commencement of construction of the Project facilities, up to $150,000 for the creation by Auburn of a scenic overlook on the West Pitch land described in subparagraph A hereinabove. Notwithstanding the foregoing sentence, Auburn shall be responsible for the construction and all maintenance of said scenic overlook. Auburn shall defend, indemnify and save harmless CMP, Union, Central, and Cumberland from and against any and all claims, judgments, costs, or expenses of any kind (including reasonable attorneys' fees and expenses incurred to defend against any such claim and to enforce this agreement to defend, indemnify, and save harmless) which may be asserted against any of CMP,

Union, Central and Cumberland by or on behalf of any person, firm, company, corporation or other entity arising (or alleged to arise) in any way from any act done in connection with the construction, operation, maintenance, or any use by any person of said scenic outlook.

19. Parties' Conduct with Respect to FERC Licenses.

A. Upon the expiration of any license or relicense from FERC obtained by CMP or Union with respect to the Project, if CMP or any affiliate seeks to relicense the Project with FERC, neither Lewiston nor Auburn shall seek a license or exemption with respect to the Project, assert any municipal or other preference with respect to the Project site, or otherwise attempt to obstruct or interfere with any attempt by CMP or any affiliate or assignee of CMP to seek a license or relicense the Project.

B. Upon the expiration of any license, relicense or exemption from FERC obtained by Lewiston with respect to the Androscoggin Upper generating facilities, if Lewiston seeks to relicense or again exempt the Androscoggin Upper generating facilities, CMP or any affiliate will not seek a FERC license with respect to the Androscoggin Upper generating facilities or otherwise attempt to obstruct or interfere with any attempt by Lewiston to seek a relicense or exemption of such Androscoggin Upper generating facilities.

20. Eminent Domain.

Neither Lewiston nor Auburn shall seek to take by eminent domain or in any other manner any of the land described in

Exhibit B to this Agreement or any of the Project facilities.

21. The Closing.

A. Subject to the provisions of paragraph 2.C of this Agreement, the Closing contemplated by this Agreement shall take place on the earlier of the following dates:

(i) A date set by agreement of Lewiston and CMP not later than sixty (60) days following the date upon which FERC, by final, nonappealable order, issues any and all necessary licenses or exemptions acceptable to CMP or Union with respect to the Project; and

(ii) January 1, 1987.

B. In the event that the Project facilities are not turned over to the CMP System Operations Department for dispatch on or before December 31, 1991, January 1, 1992, shall be deemed to be the date upon which the Project facilities are so turned over to the CMP System Operations Department for dispatch for the purpose of those performances and obligations required hereby to take place on the date of release of the Project facilities for dispatch. On January 1, 1992, notwithstanding the fact that the Project facilities have not in fact, for reasons within the control of CMP, been turned over to the CMP System Operations Department for dispatch, the parties shall, insofar as possible, perform as if the Project facilities had been so turned over to the CMP System Operations Department for dispatch on said date.

C. Anything in this Agreement to the contrary notwithstanding, the foregoing provisions of this paragraph 21

constitute the sole remedy of Lewiston in the event that following the earlier of (i) receipt by CMP or Union of a FERC license with respect to the Project, and (ii) January 1, 1987, the construction of the Project facilities is not begun or completed, or the Project facilities are not turned over to the CMP System Operations Department for dispatch, or otherwise the commercial production of electricity at the Project site does not begin, unless such circumstance is the result of development of generation by CMP or any affiliate at some other location (not within the City of Lewiston, Maine) at said Lewiston Falls, Maine.

22. Notices.

Any notice, demand, request or other instrument which may be or is required to be given under this Agreement shall be delivered in person or sent by United States certified mail, postage prepaid, and shall be addressed (a) if to Lewiston, to the City of Lewiston, City Building, Lewiston, Maine, 04240, attention City Administrator; (b) if to CMP, Union, Central, or Cumberland, to Central Maine Power Company, Edison Drive, Augusta, Maine 04336, attention Vice President of Law and Government Affairs; and (c) if to Auburn, to City of Auburn, 45 Spring Street, Auburn, Maine 04210, attention City Manager. Notice shall be deemed given when deposited with the United States Postal Service or hand delivered, and if given by both means, by the earlier.

23. Successors and Assigns.

Any party may, with the consent of the other parties, which

consent shall not be unreasonably withheld, assign all or any part of its rights under this Agreement to any other person or corporation, provided that such assigning party shall remain fully liable for the performance of all obligations imposed on it by this Agreement. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

24. Authorizations.

Lewiston and LCE hereby warrant and represent that the execution of this Agreement, and the carrying out of all acts required of Lewiston and LCE by the terms of this Agreement, have been properly and effectively approved and authorized by Lewiston and LCE as required in the Maine State Constitution, the Maine Revised Statues, the Lewiston City Charter, the Ordinances of the City of Lewiston, the Certificate of Organization and Bylaws of LCE, or otherwise. Auburn hereby warrants and represents that the execution of this Agreement, and the carrying out of all acts required of Auburn by the terms of this Agreement, have been properly and effectively approved and authorized by said City of Auburn as required in the Maine State Constitution, the Auburn City Charter, the Ordinances of the City of Auburn, or otherwise. Central Maine Power Company, The Union Water-Power Company, Cumberland Securities Corporation, and Central Securities Corporation hereby warrant and represent that the execution of this Agreement, and the carrying out of all acts required of CMP, Union, Cumberland, and Central by the terms of this Agreement,

have been properly and effectively approved, authorized, and ratified by said corporations in accordance with the Maine Constitution, the Maine Revised Statutes, the Certificates of Organization, and the Bylaws of said corporations.

25. Opinions of Counsel.

Within ten (10) days following the signing of this Agreement, Lewiston shall furnish an opinion of counsel reasonably satisfactory to CMP that the execution of this Agreement has been properly and effectively approved and authorized by said City of Lewiston and said Lewiston Community Enterprises, Inc., as required in the Maine State Constitution, the Maine Revised Statutes, the Lewiston City Charter, the Ordinances of the City of Lewiston, or otherwise and that this Agreement is valid, binding and enforceable as against said City of Lewiston and said Lewiston Community Enterprises, Inc. Within ten (10) days following the signing of this Agreement, Auburn shall furnish an opinion of counsel reasonably satisfactory to CMP that the execution of this Agreement has been properly and effectively approved and authorized by said City of Auburn as required in the Maine State Constitution, the Maine Revised Statutes, the Auburn City Charter and the Ordinances of the City of Auburn, or otherwise, and that this Agreement is valid, binding and enforceable as against said City of Auburn. Within ten (10) days following the signing of this Agreement, Central Maine Power Company, The Union Water-Power Company, Cumberland Securities Corporation, and Central Securities Corporation shall furnish an opinion of

counsel reasonably satisfactory to Lewiston, Auburn and LCE that the execution of this Agreement has been properly and effectively approved and authorized by said corporations in accordance with the Maine Constitution, the Maine Revised Statutes, the Certificates of Organization, and the Bylaws of said corporations and that this Agreement is valid, binding, and enforceable as against said corporations.

26. Miscellaneous.

(a) The captions appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of this Agreement, nor in any way affect it.

(b) This Agreement, including the Exhibits attached hereto, constitutes the complete and exclusive statement of the agreement of the parties as to the subject matter hereof.

(c) This Agreement cannot be amended except by written instrument executed by all parties.

(d) This Agreement shall be construed and enforced in accordance with the laws of the State of Maine.

(e) This Agreement supersedes and replaces the Memorandum of Agreement dated October 5, 1984, by and between Central Maine Power Company and the City of Lewiston, which has been entirely renegotiated as reflected by this Agreement.

(f) Each party hereto assumes all costs of entering into this Agreement and hereby releases all claims against any other party hereto now existing with respect to the Project, the canal system, and the subject matter of this Agreement.

(g) The obligations undertaken by the parties in this Agreement shall survive the Closing.

(h) This Agreement shall be recorded in the Androscoggin County Registry of Deeds.

(i) Nothing in this Agreement shall require any party or public official to act other than in accord with all governing laws, ordinances, regulations and other public directives.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed in their corporate names and sealed with their corporate seals on the date first above written.

SIGNED, SEALED and DELIVERED
In the Presence of:

Lorrain B. Gosselin
Administrator

Lorrain B. Gosselin
Administrator

Paula A. Manson
City Mgr

John W. Fullerton

John W. Fullerton

CITY OF LEWISTON, MAINE

By: Alfred A. Plourde
Its Mayor

LEWISTON COMMUNITY
ENTERPRISES, INC.

By: Theresa S. Samson
Its President

CITY OF AUBURN, MAINE

By: John J. Cleveland
Its Mayor

CENTRAL MAINE POWER COMPANY

By: [illegible]
Its Executive Vice President

THE UNION WATER-POWER COMPANY

By: [illegible]
Its President

CUMBERLAND SECURITIES CORPORATION

By: _____
Its President

CENTRAL SECURITIES CORPORATION

By: _____
Its President

STATE OF MAINE
ANDROS, SS.

December 5, 1984

Personally appeared the above-named ALFRED A. PLOURDE, MAYOR of City of Lewiston and acknowledged that the foregoing Agreement to be his free act and deed in his said capacity and the free act and deed of said municipal corporation.

Before me,

_____
Notary Public
Print name: GERALD P. BERUBE

STATE OF MAINE
ANDROS, SS.

December 5, 1984

Personally appeared the above-named THERESA S. SAMSON, PRESIDENT of Lewiston Community Enterprises, Inc. and acknowledged the foregoing Agreement to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

_____
Notary Public
Print name: GERALD P. BERUBE

STATE OF MAINE
ANDROS, SS.

December 5, 1984

Personally appeared the above-named JOHN J. CLEVELAND, MAYOR of City of Auburn and acknowledged that the foregoing Agreement to be his free act and deed in his said

capacity and the free act and deed of said municipal corporation.

Before me,

Notary Public
Print name: GERALD P. BERUBE

STATE OF MAINE
ANDROS, SS. December 5, 1984

Personally appeared the above-named CHARLES E. MONTY, EXECUTIVE VICE PRESIDENT of Central Maine Power Company and acknowledged the foregoing Agreement to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

Notary Public
Print name: GERALD P. BERUBE

STATE OF MAINE
ANDROS, SS. December 5, 1984

Personally appeared the above-named CHARLES E. MONTY, PRESIDENT of The Union Water-Power Company and acknowledged that the foregoing Agreement is his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

Notary Public
Print Name: GERALD P. BERUBE

STATE OF MAINE
ANDROS, SS. December 5, 1984

Personally appeared the above-named CHARLES E. MONTY, PRESIDENT of Cumberland Securities Corporation and acknowledged the foregoing Agreement to be his free act and

deed in his said capacity and the free act and deed of said corporation.

Before me,

Notary Public
Print name: GERALD P. BERUBE

STATE OF MAINE
ANDROS, SS. December 5, 1984

Personally appeared the above-named CHARLES E. MONTY, PRESIDENT of Central Securities Corporation and acknowledged the foregoing Agreement to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

Notary Public
Print name: GERALD P. BERUBE

FILE NO: 17-84-96-(E)
Rec'd DEC 10 1984
Denise L. Lapoine
Deputy City Clerk, Lewiston, Maine

SCHEDULE OF EXHIBITS

Exhibit A - Description of the Project

Exhibit B - Deed to CMP of the Project Site

Exhibit C - Deed from CMP to Lewiston

Exhibit D - Lease of Lewiston's Water Rights

Exhibit E - Staging and Laydown Areas

Exhibit F - Deed of Water Rights from Lewiston to Union

Exhibit G - Release of LCE's Rights to Central

Exhibit H - Deed of Rights of Access from Central to CMP

Exhibit I - Bates Lease

Exhibit J - Deed of Androscoggin Upper Generating Site from Central to Lewiston

Exhibit K - Deed of Generating Equipment from Cumberland to Lewiston

Exhibit L - Deed of Water Rights from Union to Lewiston

Exhibit M - Deed to Lewiston of Easement Rights Across Land of Union

Exhibit N - Long-Term Power Purchase Agreement

Exhibit O - Short-Term Power Purchase Agreement

Exhibit P - Indenture - Canal Maintenance

Exhibit Q - Lease of West Pitch

Exhibit A

Central Maine Power Company will construct and operate a new reinforced concrete powerhouse at or near the location of the City of Lewiston's municipal pumping station. The powerhouse will contain two vertical turbine/generator sets having a combined rating of approximately 25,000 KW. Each of the turbines will be rated approximately 18,000 hp when passing 3300 cfs under a gross head of 54 feet. A 12,500 KW synchronous generator will be directly coupled to each turbine. These generators will be connected to the CMP system through a single step-up transformer and an existing 34.5 KV transmission line which is located in the vicinity of the proposed project.

The powerhouse will draw water from the headpond of the Lewiston Falls Hydroelectric Project and return flow to the base of the falls through a short tailrace.

In addition to the generating facilities described above, the project will include certain appurtenant equipment such as a powerhouse crane, station service transformer, and associated auxiliary electrical equipment, dewatering pumps, a station air compressor, draft tube and intake stop logs, and a station battery.

Exhibit B

DEED

KNOW ALL MEN BY THESE PRESENTS, that CITY OF LEWISTON, a municipal corporation established pursuant to the constitution and laws of the State of Maine and having its principal office in Lewiston, in the County of Androscoggin and State of Maine, in consideration of One Dollar ($1.00) and other valuable considerations, paid by CENTRAL MAINE POWER COMPANY, a corporation organized and existing under the laws said State of Maine and havings its principal place of business in Augusta, in the County of Kennebec, in said State, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE, BARGAIN, SELL and CONVEY, and forever QUITCLAIM unto said Central Maine Power Company, its successors and assigns forever, all its right, title and interest in and to certain real estate, and certain interests in real estate, together with all appurtenant rights and privileges, situated in said Lewiston and described as follows:

A. A certain lot or parcel of land, with the buildings thereon, situated in Lewiston, in Androscoggin County, State of Maine, bounded and described as follows:

Beginning at an iron rod set in the ground in the Westerly line of Island Avenue, so called, said rod being North thirty degress thirty-nine minutes twenty-eight seconds West (N 30° 39' 28" W) along the westerly line of said Island Avenue a distance of forty-six and fifty-five hundredths (46.55) feet from the Northeasterly corner of land now or formerly owned by W. S. Libbey Company as described in a deed recorded in the Registry of Deeds for Androscoggin County, in Book 152, Page 277; thence

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1. North eighty-nine degrees fifty-three minutes twenty-eight seconds West (N 89° 53' 28" W) forty and no hundredths (40.00) feet Northerly from and parallel to the Northerly line of said Libbey's land a distance of one hundred fifty-two and sixty-six hundredths (152.66) feet to a point in the Easterly line of land now or formerly owned by Central Maine Power Company as described in a deed recorded in said registry in Book 299, Page 588; thence

2. North nine degrees four minutes twenty-seven seconds East (N 09° 04' 27" E) along the Easterly line of said Central Maine Power Company's land and along the face of a stone retaining wall a distance of fifteen and eighty-two hundredths (15.82) feet to an angle in said stone wall at the northeasterly corner of said Central Maine Power Company's land; thence

3. North eighty-nine degrees thirty-three minutes nine seconds West (N 89° 33' 09" W) along the Northerly line of said Central Maine Power Company's land a distance of forty-seven and sixty-nine hundredths (47.69) feet to an iron rod in the center line of driveway which runs between the brick building now or formerly owned by the City of Lewiston and the brick building now or formerly owned by Abraham I. Sableman and Margaret Sableman; thence

4. South no degrees twenty-four minutes fifteen seconds West (S 00° 24' 15" W) along the center line of said driveway a distance of fifteen and ninety two hundredths (15.92) feet to an iron rod; thence

5. North eighty-nine degrees fifty-three minutes twenty-eight seconds West (N 89° 53' 28" W) on a line which is the projection Westerly of the first described line a distance of twelve and eighty-three hundredths (12.83) feet to a point in the Easterly line of land now or formerly owned by Abraham I. Sableman and Margaret Sableman as described in a deed recorded in said registry, in Book 1395, Page 145 and in Book 205, Page 334; thence

6. North no degrees seventeen minutes thirty-two seconds East (N 00° 17' 32" E) along the Easterly line of said Sablemans' land a distance of twenty-five and fourteen hundredths (25.14) feet

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to a point at the Northeasterly corner of said Sablemans' land; thence

7. North eighty-nine degrees forty-two minutes twenty-eight seconds West (N 89° 42' 28" W) along the Northerly line of said Sablemans' land a distance of twenty-eight and twenty-two hundredths (28.22) feet to a point at the Northwesterly corner of said Sablemans' land as described in Book 205, Page 334; thence

8. North twenty-two degrees fifty minutes thirty-one seconds East (N 22° 50' 31" E) a distance of sixty-five and no hundredths (65.00) feet to a point; thence

9. North fifty-seven degrees thirty minutes thirty-one seconds East (N 57° 30' 31" E) a distance of one hundred forty and twenty-two hundredths (140.22) feet to an iron rod in the Westerly line of said Island Avenue said rod being sixteen and no hundredths (16.00) feet Southerly from the Southwesterly brick corner of the Gate House located on land now or formerly of Union Water Power Company; thence

10. South thirty degrees thirty-nine minutes twenty-eight seconds East (S 30° 39' 28" E) along the Westerly line of said Island Avenue a distance of one hundred eighty-seven and four hundredths (187.04) feet to the point of beginning.

Containing 22,154.031 square feet.

Meaning and intending to convey and hereby conveying a portion of the land conveyed to said City of Lewiston by deed of Franklin Company, dated November 6, 1877, and recorded in Androscoggin County Registry of Deeds, in Book 90, Page 371.

Excepting and reserving from this conveyance [description of easement for maintenance of water line].

B. Together with the easement and right-of-way in said Central Maine Power Company, its successors and assigns, and any person, firm, or corporation authorized by said Central Maine Power Company, its successors and assigns, for any purpose, on foot or by any vehicle, to pass and repass to and from the land hereinabove described over and across, and to use,

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together with said City of Lewiston, for purposes of parking vehicles for temporary storage of materials during periods of construction and maintenance, and for other purposes, land of said City of Lewiston and bounded and described as follows:

Beginning at a point at the Northeasterly corner of land now or formerly owned by W. S. Libbey Company as described in a deed recorded in the Registry of Deeds for Androscoggin County, in Book 152, Page 277;

1. Thence North thirty degrees thirty-nine minutes twenty-eight seconds West (N 30° 39' 28" W) along the westerly line of said Island Avenue a distance of forty-six and fifty-five hundredths (46.55) feet to an iron rod, said iron rod marking the southeasterly corner of land conveyed by Grantor herein to Grantee herein by the foregoing Section A of this conveyance; thence

2. North eighty-nine degrees fifty-three minutes twenty-eight seconds West (N 89° 53' 28" W) along the southerly line of said land conveyed by Grantor herein to Grantee herein a distance of one hundred fifty-two and sixty-six hundredths (152.66) feet to a point in the easterly line of land now or formerly owned by Grantor as described in a deed recorded in said Registry in Book 299, Page 588; thence

3. South nine degrees four minutes twenty-seven seconds West (S 9° 4' 27" W) along the face of a stone retaining wall a distance of eleven and eighteen hundredths (11.18) feet to an angle in said stone wall at the southeasterly corner of said Grantor's land; thence

4. North eighty-nine degrees fifty-seven minutes eleven seconds West (N 89° 57' 11" W) a distance of approximately two and one-half feet along the south-westerly edge of said stone retaning wall to the face of a certain brick building owned by the City of Lewiston; thence

5. South nine degrees four minutes twenty-seven seconds West (S 9° 4' 27" W) along the face of said brick building of said City of Lewiston a distance of approximately twenty-seven and five tenths (27.5) feet to a point, said point being a northwesterly corner of said land of W. S. Libbey Company; thence

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6. South eighty-nine degrees fifty-three minutes twenty-eight seconds East (S 89° 53' 28" E) a distance of one hundred eighty-four and four hundredths (184.04) feet along the northerly line of said land of W. S. Libbey to the point of beginning.

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenances thereunto belonging, to it, said Central Maine Power Company, its successors and assigns forever.

IN WITNESS WHEREOF, said City of Lewiston has caused its corporate name to be signed and its corporate seal to be affixed by , its hereunto duly authorized, as of the day of , 19 .

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

CITY OF LEWISTON

_____

By: _____
Its

ACKNOWLEDGEMENT

STATE OF MAINE
, SS , 198

Personally appeared the above-named , of City of Lewiston, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

_____
Notary Public
Print Name: _____

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RIPHER, ALLEN,
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Exhibit C

DEED

KNOW ALL MEN BY THESE PRESENTS, that CENTRAL MAINE POWER COMPANY, a corporation organized and existing under the laws of said State of Maine and having its principal place of business in Augusta, in the County of Kennebec and State of Maine, in consideration of One Dollar ($1.00) and other valuable considerations, paid by CITY OF LEWISTON, a municipal corporation established pursuant to the constitution and laws of the State of Maine and having its principal office in Lewiston, in the County of Androscoggin, in said State, the receipt whereof is hereby ackowledged, does hereby REMISE, RELEASE BARGAIN, SELL and CONVEY, and forever QUITCLAIM unto said City of Lewiston, its successors and assigns forever, all its right, title and interest in and to a certain lot or parcel of land situated in said Lewiston, bounded and described as follows:

Beginning at a point at the Northeasterly corner of land now or formerly owned by the City of Lewiston as described in a deed recorded in the Registry of Deeds for Androscoggin County, in Book 299, Page 589, said point also being at the Southeasterly corner of land now or formerly owned by Central Maine Power Company as described in a deed recorded in said registry, in Book 299, Page 588; thence

1. North nine degrees four minutes twenty-seven seconds East (N 09° 04' 27" E) along the Easterly line of said Central Maine Power Company's land and along the face of a stone retaining wall a distance of eleven and eighteen hundredths (11.18) feet to a point; thence

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2. North eighty-nine degrees fifty-three minutes twenty-eight seconds West (N 89° 53' 28" W) which is a projection Northwesterly of a line that is forty and no hundredths (40.00) feet Northerly from and parallel to the Northerly line of land now or formerly owned by W. S. Libbey Company as described in a deed recorded in said registry in Book 152, Page 277, a distance of forty-five and thirty hundredths (45.30) feet to a point in the center line of the driveway which runs between the brick building now or formerly owned by said City of Lewiston and the brick building now or formerly owned by Abraham I. Sableman and Margaret Sableman; thence

3. South no degrees twenty-four minutes fifteen seconds West (S 00° 24' 15" W) along the Westerly line of said Central Maine Power Company's land and along the center line of said driveway a distance of eleven and nine hundredths (11.09) feet to a point at the Southwesterly corner of said Central Maine Power Company's land; thence

4. South eighty-nine degrees fifty-seven minutes eleven seconds East (S 89° 57' 11" E) along the Southerly line of said Central Maine Power Company's land and along the Northerly line of said City of Lewiston's land a distance of forty-three and sixty-two hundredths (43.62) feet to the point of beginning.

Containing 491.638 square feet.

Being a part of the land described in Parcel 1 of an Indenture between the City of Lewiston and the Androscoggin Electric Company dated January 4, 1921 and recorded in the Registry of Deeds for Androscoggin County in Book 299, Page 588; subject to all the terms and conditions of said Indenture.

Reserving to the within Grantor, its successors and assigns, the right to run cable from the premises hereby conveyed into the driveway next west of said premises and thence along the driveway southerly to re-enter the Grantor's other premises, and to forever maintain the same.

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenances thereunto belonging, to it, said

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City of Lewiston, its successors and assigns forever.

IN WITNESS WHEREOF, said Central Maine Power Company has caused its corporate name to be signed and its corporate seal to be affixed by , its hereunto duly authorized, as of the _____ day of _____, 19 .

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

CENTRAL MAINE POWER COMPANY

_____

By:_____
Its

ACKNOWLEDGEMENT

STATE OF MAINE
, SS. , 198

Personally appeared the above-named , of Central Maine Power Company, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

_____
Notary Public
Print Name:_____

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EXHIBIT D

AGREEMENT FOR LEASE OF WATER RIGHTS

THIS AGREEMENT made as of the day of , 198 , between CENTRAL MAINE POWER COMPANY, a Maine corporation having its principal office at Augusta, Kennebec County, Maine ("CMP") and CITY OF LEWISTON, a municipal corporation organized and existing under the constitution and laws of Maine and also have its principal office at Lewiston, Androscoggin County, Maine ("Lewiston");

W I T N E S S E T H, T H A T:

WHEREAS, Lewiston now has certain rights to take water from the Androscoggin River; and

WHEREAS, Lewiston and, inter alia, CMP have entered into a Project Agreement which provides for the development of a hydroelectric project in Lewiston, Maine; and

WHEREAS, under said Project Agreement, Lewiston has agreed, upon certain notice by CMP, to discontinue electric generation at the generating station now owned by Lewiston where it uses its said water rights (the "municipal facility"); and

WHEREAS, in said Project Agreement, Central Securities Corporation ("Central") has agreed to convey to Lewiston a certain generating site on the canal system owned by The Union Water-Power Company ("Union") in Lewiston, Maine, namely, the Androscoggin Upper generating site, so called; and

WHEREAS, for a period of time beginning when Lewiston

ceases generation at its municipal facility and ending when Central conveys to Lewiston said Androscoggin Upper generating site, Lewiston will be unable to use its said water rights; and

WHEREAS, CMP has agreed to purchase the use of water of Lewiston under said water rights at the market value of said water during the period beginning when Lewiston ceases generation at its municipal facility following notice by CMP and ending when Central conveys to Lewiston said Androscoggin Upper generating facilities;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained to be kept and performed by the parties hereto, it is agreed as follows:

1. Subject to the terms and conditions herein contained, and further subject to the priorities, rights, and obligations contained in certain indentures, convenants, and agreements as described and interpreted in Judge Savage's Decree in Union Water Power Company, et al., v. Libbey & Dingley Company et al., dated November 8, 1906, beginning on the date that Lewiston, by notice given as hereinafter provided, notifies CMP that Lewiston (following notice to Lewiston by CMP pursuant to the aforesaid Project Agreement) has discontinued the generation of electricity at its municipal facility and ending on the date that a deed from Union to Lewiston of certain water rights as provided in paragraph 13 of a certain Project Agreement of even date herewith between Lewiston, inter alia, and CMP, inter alia, is recorded in the Androscoggin County

Registry of Deeds, Lewiston agrees to furnish, deliver and lease to CMP and CMP agrees to let from Lewiston such water to which Lewiston has rights as is available at Union's dam and hydraulic system for use by hydroelectric generating units located on said canal system.

2. CMP agrees to pay Lewiston a monthly charge for water usage at the rate of 7.5 mills ($.0075) per horsepower-hour. Based upon historical data showing that Union would be able to use Lewiston's water 40% of the time in any normal year, the parties agree that Lewiston's water rights will produce 1,796,247 horsepower hours of energy per year. The monthly charge for water usage to be paid by CMP is accordingly $1,123.33. The foregoing amount may be adjusted by agreement of the parties for any year in which water supply conditions are substantially abnormal.

3. CMP and Union will allow representatives of Lewiston to enter upon their premises at any time during the term of this Agreement for the purpose of determining and/or verifying the amount of water used by CMP pursuant to this Agreement. This right shall include the right to install, operate and maintain meters and other measuring equipment.

4. Each party shall indemnify the other party, its officers, agents, and employees against all loss, damage, expense, and liability to third persons for injury to or death of persons or injury to property, proximately caused by the indemnifying party's negligent construction, ownership,

operation, or maintenance of any of such party's works or facilities used in connection with this Agreement; provided, however, that neither party, nor its officers, agents, directors or employees shall be liable to the other party, its agents, officers, directors or employees for incidental, special, indirect or consequential damages of any nature connected with or resulting from performance of this Agreement. The indemnifying party shall, on the other party's request, defend any suit asserting a claim covered by this indemnity. The indemnifying party shall pay all costs that may be incurred by the other party in enforcing this indemnity.

5. Neither CMP nor Lewiston shall be liable to the other party for failure to perform its obligations hereunder arising out of an "uncontrollable force." An "uncontrollable force" for the purposes hereof shall mean a storm, flood, drought, lightning, earthquake, fire, explosion, failure of facilities (including Union's dam and hydraulic systems), civil disturbance, labor disturbance, sabotage, war, national emergency, restraint by court or public authority, or other causes beyond their reasonable control.

6. This Agreement and all rights, obligations and performance of the parties hereunder are subject to the regulation and control by those governmental agencies having jurisdiction thereof, the transactions hereunder, or the parties hereto; and this Agreement shall be subject to such restrictions and modifications as may be required thereby.

7. All the property owned by Lewiston, including meters and other measuring equipment, located on the premises of CMP or Union shall be deemed to be personal property and title thereto shall remain in Lewiston, and Lewiston shall be allowed a reasonable time after the expiration of the term of this Agreement or its earlier termination to remove all of its said property.

8. The failure of any party hereto to complain of any act or omission on the part of the other party hereto, no matter how long the same may continue, shall not be deemed a waiver of said party of any of its rights hereunder. No waiver by any party hereto at any time, express or implied, of any default or of any breach or modification of any provision of this Agreement shall be deemed a waiver or a default, breach or modification of any other provision of this Agreement or a consent to any subsequent default, breach or modification.

9. All notices herein provided for shall be deemed sufficient if sent by mail, postage prepaid, to CMP at Edison Drive, Augusta, Maine 04330, and to Lewiston, at c/o Lucien Gosselin, City Administrator, City Hall Building, Lewiston, Maine 04240. Both parties reserve the right to change their respective addresses for notice upon written notification to the other party.

10. CMP may assign and transfer its rights and obligations under this Agreement to any affiliate of CMP.

11. This contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors

and assigns.

IN WITNESS WHEREOF, Central Maine Power Company has caused its corporate name to be signed by , its thereunto duly authorized, and said City of Lewiston has caused this Agreement to be executed by Lucien Gosselin, its City Administrator, thereunto duly authorized, all as of the date and year first above written.

WITNESSES:

CENTRAL MAINE POWER COMPANY

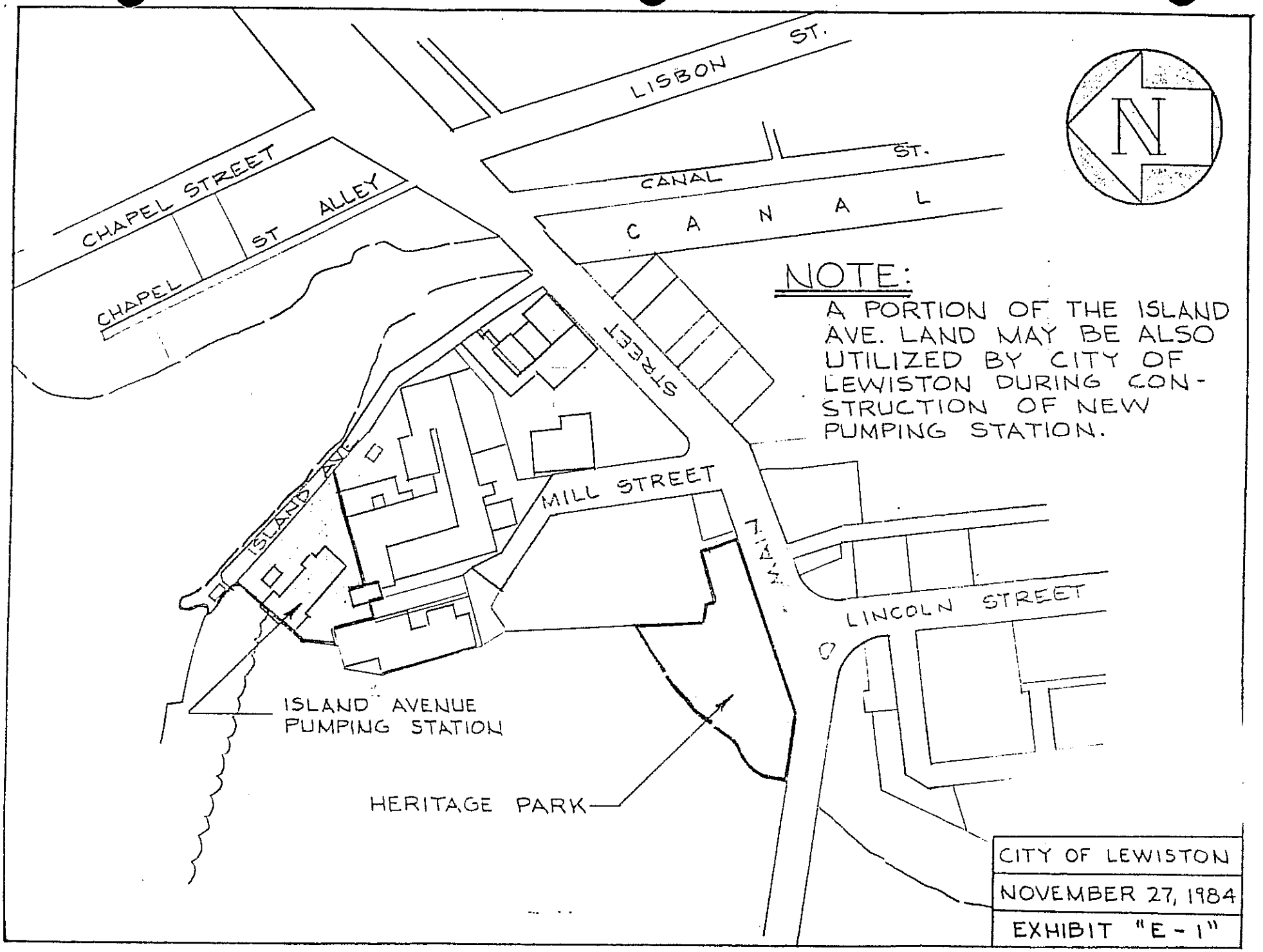
_____

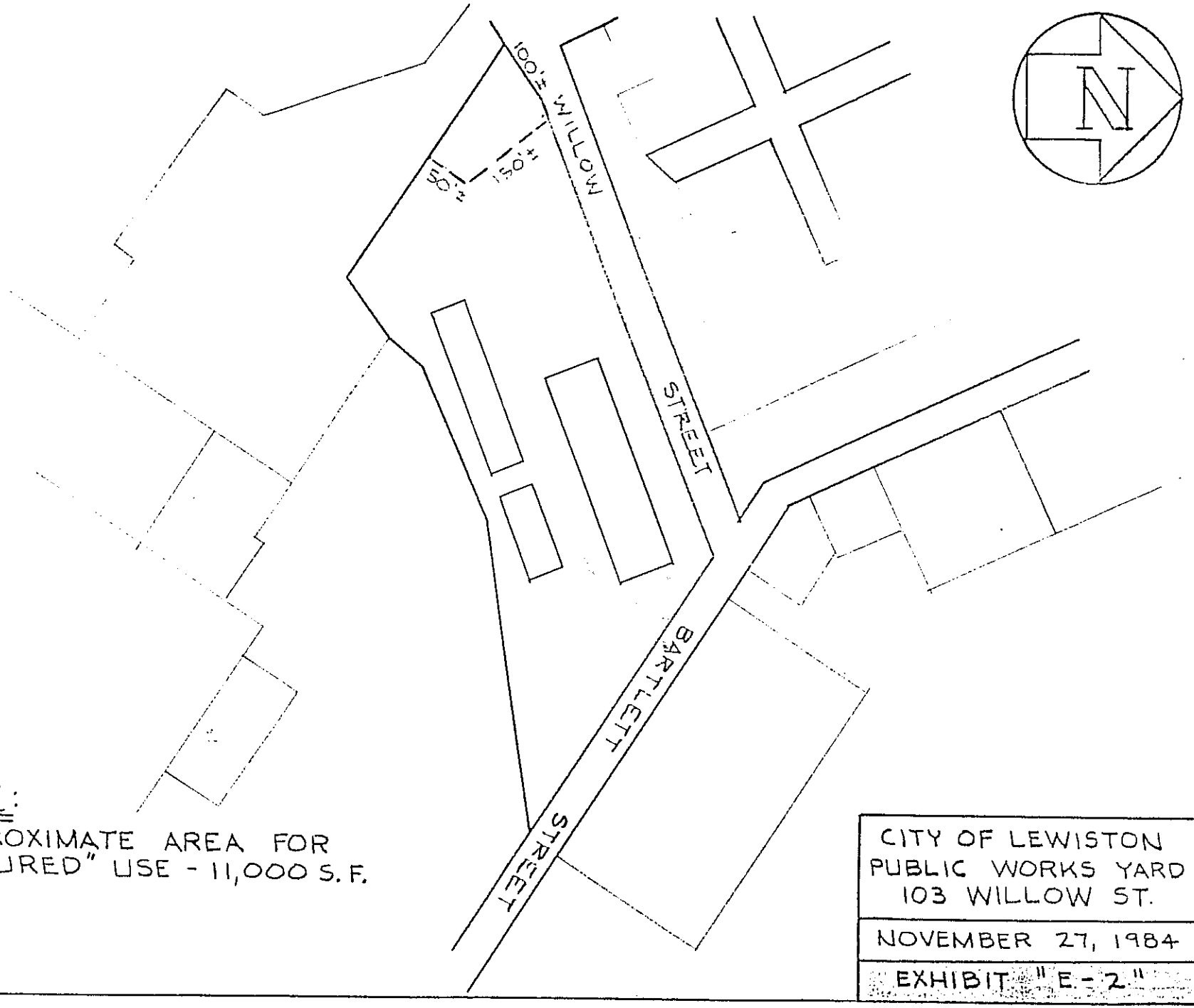
By: _____
Its

CITY OF LEWISTON

_____

By: _____
Lucien Gosselin
City Administrator


LISBON ST.
CANAL ST.
CANAL
CHAPEL STREET
CHAPEL ST ALLEY
ISLAND AVE.
MILL STREET
MAIN STREET
LINCOLN STREET
ISLAND AVENUE PUMPING STATION
HERITAGE PARK
N
NOTE:
A PORTION OF THE ISLAND AVE. LAND MAY BE ALSO UTILIZED BY CITY OF LEWISTON DURING CONSTRUCTION OF NEW PUMPING STATION.
CITY OF LEWISTON
NOVEMBER 27, 1984
EXHIBIT "E-1"



NOTE:
APPROXIMATE AREA FOR "SECURED" USE - 11,000 S.F.

CITY OF LEWISTON
PUBLIC WORKS YARD
103 WILLOW ST.

NOVEMBER 27, 1984

EXHIBIT "E-2"

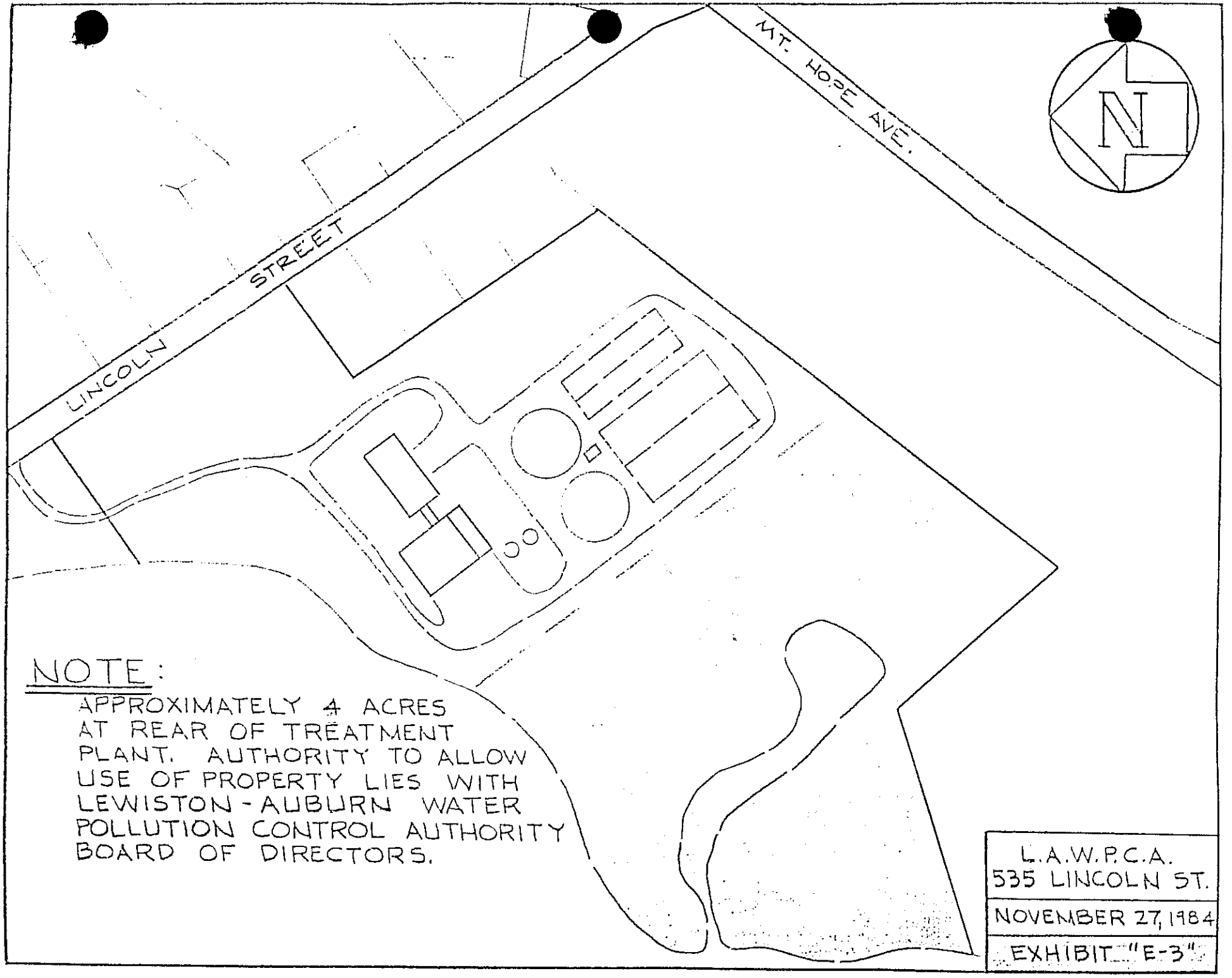

MT. HOPE AVE.
LINCOLN STREET
N
NOTE:
APPROXIMATELY 4 ACRES AT REAR OF TREATMENT PLANT. AUTHORITY TO ALLOW USE OF PROPERTY LIES WITH LEWISTON-AUBURN WATER POLLUTION CONTROL AUTHORITY BOARD OF DIRECTORS.
L.A.W.P.C.A.
535 LINCOLN ST.
NOVEMBER 27, 1984
EXHIBIT "E-3"

EXHIBIT F

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that CITY OF LEWISTON, a municipal corporation established pursuant to the laws of the State of Maine and having its principal office in Lewiston, in the County of Androscoggin, and State of Maine, in consideration of One Dollar ($1.00) and other valuable considerations to it paid by THE UNION WATER-POWER COMPANY, a corporation organized and existing under the laws of the State of Maine and having its principal place of business in said Lewiston, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE, BARGAIN, SELL and CONVEY, and forever QUITCLAIM unto said The Union Water-Power Company, its successors and assigns, all of its water rights, and all other appurtenant rights and interests, in and to the Androscoggin River in the State of Maine, including without limitation the following water rights granted to said City of Lewiston by the following instruments:

1. Indenture dated November 5, 1877, by and between FRANKLIN COMPANY and said City of Lewiston, and recorded in Androscoggin Registry of Deeds, in Book 90, Page 367;

2. Waiver dated November 5, 1877, by and between said Franklin Company, CONTINENTAL MILLS, LEWISTON BLEACHERY AND DYE WORKS, HILL MANUFACTURING CO., ANDROSCOGGIN MILLS, and BATES MANUFACTURING CO., on the one hand, and said City of Lewiston,

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T[illegible] INCASTER
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on the other hand, and recorded in Androscoggin County Registry of Deeds, in Book , Page ;

3. Lease dated September 21, 1887, by and between said Franklin Company and said The Union Water-Power Company, on the one hand, and said City of Lewiston, on the other hand, and recorded in Androscoggin County Registry of Deeds, in Book 129, Page 98;

4. Indenture dated June 21, 1937, and executed on April 11, 1939, by and between said The Union Water-Power Company and said City of Lewiston, and recorded in Androscoggin County Registry of Deeds, Book , Page ;

5. Agreement dated June 1, 1956, by and between said The Union Water-Power Company, on the one hand, and said City of Lewiston and CENTRAL MAINE POWER COMPANY, on the other hand, and recorded in Androscoggin Registry of Deeds, in Book , Page .

The purpose of this conveyance is to convey to said The Union Water-Power Company all water rights held by said City of Lewiston in and to the Androscoggin River in said City of Lewiston, and such water rights are hereby conveyed by said City of Lewiston to said The Water-Power Company, whether specifically described herein or not; provided, however, that said The Union Water-Power Company will by Deed of even date herewith, to be recorded following the recording of this Quitclaim Deed, convey to said City of Lewiston certain water rights with respect to said Androscoggin River.

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The aforesaid grant is made and accepted without warranty or representation by Grantor, its successors and assigns, that their enjoyment may not lawfully be impeded by others claiming prior rights inconsistent with or superior to any of them, however acquired.

TO HAVE AND TO HOLD, the same, together with all the privileges and appurtenances thereunto belonging, to it, said The Union Water-Power Company, its successors and assigns forever.

IN WITNESS WHEREOF, City of Lewiston has caused its corporate name to be signed and its corporate seal to be affixed by , its hereunto duly authorized, as of the day of , 19 .

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

CITY OF LEWISTON

_____

By:_____
Its

ACKNOWLEDGEMENT

STATE OF MAINE
, SS , 198

Personally appeared the above-named of City of Lewiston, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

_____
Notary Public

Print Name:_____

ERCE, ATWOOD,
RI[illegible]R, ALLEN,
T[illegible] NCASTER
[illegible] MONUMENT SQ.
RTLAND, MAINE
04101

Exhibit G

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that LEWISTON COMMUNITY ENTERPRISES, INC., a local development corporation organized and existing under the provisions of Chapter 54 of the Revised Statutes of Maine, 1954, as amended, and having its principal office in Lewiston, in the County of Androscoggin and State of Maine, in consideration of One Dollar ($1.00) to it paid by CENTRAL SECURITIES CORPORATION, a corporation organized and existing under the laws of the State of Maine and having its principal place of business in Augusta, in the County of Kennebec, in said State of Maine, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE, BARGAIN, SELL and CONVEY and forever QUITCLAIM unto said Central Securities Corporation, its successors and assigns, all of its right, title, interest in and to the premises described as Parcel II.C in a certain Indenture, made as of November 2, 1964, by and between said Lewiston Community Enterprises, Inc., and said Central Securities Corporation, and recorded in Androscoggin County Registry of Deeds in Book 927, Page 71, together with all rights, benefits, privileges, conditions, restrictions, and other agreements recited in said Indenture made as of November 2, 1964.

The purpose of this conveyance is to release unto said Central Securities Corporation all of the rights and interests of said Lewiston Community Enterprises in said Parcel II.C set

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forth in or arising under said Indenture made as of November 2, 1964, including without limitation any rights to reconveyance of any property described in said Indenture.

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenances thereunto belonging, to it, said Central Securities Corporation, its successors and assigns forever.

IN WITNESS WHEREOF, Lewiston Community Enterprises, Inc., has caused its corporate name to be signed and its corporate seal affixed by , its hereunto duly authorized, as of the day of , 19 .

SIGNED, SEALED AND DELIVERED: LEWISTON COMMUNITY ENTERPRISES, INC.

_____ BY:_____
Its

ACKNOWLEDGEMENT

STATE OF MAINE
, SS , 198

Personally appeared the above-named , of Lewiston Community Enterprises, Inc., and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

_____
Notary Public

Print Name:_____

ERCE, ATWOOD,
RIPNER, ALLEN,
TI NCASTER
MONUMENT SQ.
RTLAND, MAINE
04101

Exhibit H

EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS, that CENTRAL SECURITIES CORPORATION, a corporation organized and existing under the laws of the State of Maine and having its principal place of business in Augusta, in the County of Kennebec, in said State of Maine, in consideration of One Dollar ($1.00) and other valuable considerations, paid by CENTRAL MAINE POWER COMPANY, a corporation organized and existing under the laws of said State of Maine and having its principal place of business in said Augusta, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE, BARGAIN, SELL and CONVEY, and forever QUITCLAIM unto said Central Maine Power Company, its successors and assigns forever, the following rights, privileges, and easements:

1. The right and privilege to construct, operate, repair, replace and maintain in locations determined by said Central Maine Power Company such electric power lines, transmission lines, distribution lines, control circuits and underground ducts, wires, and cables, together with all necessary appurtenances and supporting devices, over, under, and upon the land described as Parcel II.C in a certain Indenture dated as of November 2, 1964, by and between Lewiston Community Enterprises, Inc., and said Central Securities Corporation and recorded in Androscoggin County Registry of Deeds, in Book 927, Page 71.

2. The right of access, by foot or otherwise, across said Parcel II.C for the purpose of inspecting, maintaining, repairing, and replacing facilities on said premises pursuant to paragraph 1 herein above.

TO HAVE AND TO HOLD, the same, together with all the privileges and appurtenances thereunto belong, to it, said Central Maine Power Company, its successors and assigns forever.

IN WITNESS WHEREOF, Central Securities Corporation has caused its corporate name to be signed and its corporate seal to be affixed by , its hereunto duly authorized, as of the day of , 198 .

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

CENTRAL SECURITIES CORPORATION

_____

BY: _____
Its

ACKNOWLEDGEMENT

STATE OF MAINE

,SS ,1984

Personally appeared the above-named ,of Central Securities Corporation, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

_____
Notary Public

Print Name: _____

Exhibit I

LEWISTON COMMUNITY ENTERPRISES, INC.

Officers: Ronald Beauchesne, President
Jere Clifford
Joseph Poliquin

Representative Members are:

Lucien Gosselin
Roland Champagne
Roland Amnott, Jr.
Joseph Burpee
Arthur Bisson
Robert Gauvin
Albert Bellevieu
Stanley Bixby
Laurier Raymond, Jr.
Robert Brunelle
Maurice Lorenzo

Following is quotation from Lease, dated November 2, 1964 by and between Lewiston Community Enterprises, Inc. and Bates Manufacturing Company, page 2.

> "Second: Lessee shall have options, by giving notice of its exercise thereof at least one (1) year prior to the expiration of the original term of this Lease, or any renewal hereof, to renew this Lease as to either or both Parcel 1 and Parcel 11 for each of five (5) successive terms of two (2) years each, the last of such successive terms to terminate not later than November 1, 1979 . . . "

This information was given to Dave Stevens and Roger Mallor (Director of Planning and Traffic Division) of the State Highway Commission.

H. W. Mertens

2/18/72
HWM/h

L E A S E

THIS INDENTURE OF LEASE made as of the 2nd day of November, 1964, by and between LEWISTON COMMUNITY ENTERPRISES, INC., a corporation organized and existing under Chapter 54 of the Revised Statutes of Maine, as amended, and having its office in Lewiston, County of Androscoggin, State of Maine (hereinafter referred to as the "Lessor") and BATES MANUFACTURING COMPANY, a Maine corporation having its principal office in Lewiston, County of Androscoggin, State of Maine (hereinafter referred to as the "Lessee"),

W I T N E S S E T H T H A T

In consideration of the rent herein reserved and of the covenants, agreements, terms and conditions herein contained, the Lessor does hereby demise and lease unto the Lessee, and the Lessee does hereby lease and take from the Lessor, the following described premises, to wit: All of the real estate, water rights and other property previously conveyed by Bates Manufacturing Company to Lewiston Community Enterprises, Inc., by deed of even date herewith to be recorded in the Androscoggin County Registry of Deeds, being premises described in said deed as "Parcel I. - Bates Division" and "Parcel II. - Hill Division and Androscoggin Generating Facilities", to which deed reference is made for a complete description of said Parcels I and II, together with all the Lessor's rights under the Indentures by and between Bates Manufacturing Company or its predecessors and Union Water Power Company or its predecessor. The Lessee shall have during the term of this Lease and any renewals, and only during such period of time, all the same rights, duties and obligations in and under said Indentures or in and under any deed in its chain of title as it had when it was the owner of the real estate, water rights and other property included in the demised premises.

TO HAVE AND TO HOLD all said premises for the term of five (5) years beginning with the 2nd day of November, 1964 and ending on the 1st day of November, 1969.

This Lease is made upon the covenants, agreements, terms and conditions herein set forth on the part of the respective parties hereto, all of which the parties respectively hereby agree to observe, perform and comply with during the term hereof or any extension of such term.

FIRST: The Lessee covenants and agrees to pay for said Parcel I an annual rental of One Hundred Six Thousand Eight Hundred Dollars ($106,800) and for said Parcel II an annual rental of Seventy-one Thousand Two Hundred Dollars ($71,200). Such rentals shall be paid quarterly in advance, the receipt of the first quarterly payments being hereby acknowledged by the Lessor. The Lessee shall pay said rentals by check to the Lessor care of Joseph A. Poliquin, at the First-Manufacturers National Bank, 35 Ash Street, Lewiston, Maine, unless otherwise directed in writing by the Lessor.

SECOND: The Lessee shall have options, by giving written notice of its exercise thereof at least one (1) year prior to the expiration of the original term of this Lease, or any renewal hereof, to renew this Lease as to either or both Parcel I and Parcel II for each of five (5) successive terms of two (2) years each, the last of such successive terms to terminate not later than November 1, 1979, subject to all of the same covenants, terms and agreements herein contained, with the exceptions that (i) the Lessee shall have no subsequent option to renew as to either of Parcel I or Parcel II if it shall fail to exercise any one of such successive options as to such Parcel; and (ii) subject to the provisions of Article FOURTH, the annual rental or rentals to be paid by the Lessee subsequent to November 1, 1969, for such of the Parcels as to which this Lease may be renewed shall be as follows:

	Annual Rentals	
	Parcel I	Parcel II
Nov. 2, 1969 - Nov. 1, 1971	$66,000	$44,000
Nov. 2, 1971 - Nov. 1, 1975	60,000	40,000
Nov. 2, 1975 - Nov. 1, 1979	57,000	38,000

THIRD: In the event that the Lessee shall fail to exercise any of its options to renew, the Lessee may continue to occupy the premises as to which it has not renewed, for a period not to exceed six (6) months following the expiration of the Lease, on the same terms and conditions as prevailed during the last year of the expiring Lease, provided that the Lessee give the Lessor written notice of its intention so to occupy the premises, at least six (6) months before expiration of the Lease.

In the event that the Lessee shall fail to exercise any of its options to renew, the Lessor shall, during the 1-year period prior to expiration or termination of the Lease and extension of occupancy thereafter under the preceding sentence, be given, through arrangement with the Lessee's Treasurer, reasonable opportunity to show the demised premises to prospective tenants or purchasers.

FOURTH: Beginning with tax year 1965 and during the term of the Lease or any renewals the Lessor covenants and agrees that it will pay all taxes (including any type of municipal assessment) legally assessed against the demised premises. If the average of such annual taxes on the whole demised premises for a 5-year period next preceding a year of a renewal term where this Lease was renewed as to both Parcel I and Parcel II shall be less than Seventy-five Thousand Dollars ($75,000), the annual rental for both such parcels during such year shall be reduced by the amount by which such average taxes shall be less than Seventy-five

Thousand Dollars ($75,000). If during any such year of a renewal term the Lessee shall have renewed only as to one of such parcels, the annual rental otherwise payable by the Lessee for such parcel shall be reduced by the amount, if any, by which the average annual taxes on that parcel alone for a 5-year period next preceding such pertinent year have been less than Forty-five Thousand Dollars ($45,000) in the case of Parcel I and Thirty Thousand Dollars ($30,000) in the case of Parcel II. In computing the average of such taxes for any 5-year period hereunder, the taxes paid on assessments made as of April 1 of the five years preceeding a particular year of renewal shall be used.

The Lessee covenants and agrees that it will pay all personal property taxes legally assessed against personal property owned by it and located on and about the demised premises.

FIFTH: The Lessor shall at the Lessee's expense carry broad form landlord bodily injury and property damage liability insurance, as its interests may appear, which coverage the Lessee agrees may be incorporated into its insurance policy by endorsement or otherwise. The Lessee shall, at its expense, maintain replacement cost hazard insurance, comparable to that presently maintained by it on the demised premises, and rent insurance, such insurance to cover the insurable interests of the parties as they may appear and to meet all requisite co-insurance factors; provided however that the Lessor shall pay the Lessee Ten Thousand Dollars ($10,000) per year toward the cost of such insurance.

SIXTH: The Lessee shall be responsible for ordinary repairs and maintenance in and about the demised premises. Such ordinary repairs and maintenance shall not include any structural repair or any replacement of the buildings, generators, boilers, elevators

or other structures on the demised premises. Lessor shall not be responsible for any repairs, maintenance or replacement and Lessee shall not seek abatement of the rentals herein provided or termination of the Lease or any portion thereof on the sole ground that Lessor has failed or neglected to make or provide such repairs, maintenance or replacement, or otherwise attempt to take advantage of such failure or neglect to repair, maintain or replace.

SEVENTH: The Lessee shall pay the cost of all utilities, including electricity, gas, water, oil, or sewage disposal service, supplied to or used about the demised premises.

EIGHTH: The Lessee may make any alterations, improvements, or additions in and to the demised premises deemed by it reasonable and appropriate in the conduct of its business. Subject to the provisions of Article TENTH hereof the Lessee may at any time remove any such improvements or additions, provided that the Lessee shall, upon the Lessor's request, repair any damage caused in making any such removal.

NINTH: If at any time during the term hereof or any renewal so much of either Parcel I or Parcel II shall be taken under the power of eminent domain by any public or quasi-public body, or if so much of either Parcel I or Parcel II shall be damaged or destroyed from any cause, as to render (by itself or cumulatively with other such taking and/or damage and/or destruction) such Parcel or the balance thereof unsuitable for its business in the judgment of the Lessee reasonably exercised in light of its business requirements, or if either Parcel I or Parcel II is declared in any substantial part by any public authority to be unusable in substantially the manner now used by the Lessee in its business, then and in any such event, the Lessee shall have the right to terminate this Lease or any renewal as to such Parcel by giving written notice to the Lessor not later than sixty (60) days after the Lessee has been deprived of possession by such taking or after

such Parcel has suffered such damage or destruction or after the public authority has made any such declaration.

In the event this Lease or any renewal is not terminated as to such Parcel upon such taking, damage or destruction, Lessee will rebuild, repair, restore or replace said damaged or destroyed building or rebuild, repair, restore and replace any land or building affected by any such taking to the extent, but only to the extent, permitted by the proceeds received by both parties from replacement cost hazard insurance or from any such taking (but limited to the demised premises and not including any property owned by the Lessee), all of which proceeds shall be made available to the Lessee for that purpose promptly upon receipt.

In the event this Lease is terminated for reason of any such damage or destruction for which insurance is collected by one or both parties, the Lessee may at its election repair and replace the damaged or destroyed building at another location of its choice, for which all insurance proceeds shall be made available to the Lessee promptly upon receipt; provided that in such event the Lessee shall pay to the Lessor from such insurance proceeds (and limited in any case to an amount not to exceed the insurance proceeds received by or paid to the Lessee on account of such damage or destruction) an amount equal to sixty percent (60%), if the termination relates to Parcel I, and forty percent (40%), if the termination relates to Parcel II, of the total unpaid principal and interest at the time of such damage or destruction on the indebtedness incurred by the Lessor in connection with its purchase of the property demised hereunder. The total principal amount of such indebtedness is $505,000, and such unpaid principal and interest shall at no time exceed said amount.

TENTH: Immediately prior to the execution of this Lease, the Lessor has given a certain mortgage on the demised premises, to which this Lease is subject. to First Manufacturers National

Bank of Lewiston and Auburn, Maine. It is covenanted and agreed between the parties, with the concurrence of said Mortgagee, which concurrence is evidenced by appropriate endorsements on this Lease, that all machinery and equipment and any replacements or additions made thereto by the Lessee (whether or not now or hereafter affixed to the real estate) in and about the demised premises (excepting only the electric generating and hydroelectric equipment and other plant facilities conveyed to Lewiston Community Enterprisee, Inc. by Bates by deed of even date herewith) shall be and remain the sole property of the Lessee, reserving all rights thereto including the right to remove, sell, mortgage or otherwise encumber the same at any time, subject to Lessee's duty to repair, upon the Lessor's request, any damage caused by any such removal.

ELEVENTH: If the parties hereto are unable to agree wherever agreement is required by the terms of this Lease, or if any dispute in relation to this Lease or in respect to the application of the terms thereof arises between the parties, either the Lessor or the Lessee may submit the dispute to a board of three arbitrators, one appointed by the Lessor, one appointed by the Lessee, and the third appointed by the first two arbitrators so chosen; and the decision of the majority of the Board of Arbitrators upon the submitted matter shall be final and binding upon the parties hereto for all purposes. The compensation and expense, if any, of such Board of Arbitrators so selected or appointed shall be borne equally by the parties hereto.

TWELFTH: The Lessee upon paying the rentals herein reserved and upon observing, conforming and complying with the covenants, agreements, terms and conditions hereof on the Lessee's part to be observed, conformed and complied with, shall and may peaceably and quietly have, hold and enjoy the demised premises throughout the term.

THIRTEENTH: The Lessor may enter to view and make improvements, and to expel the Lessee if it shall fail to pay the rent aforesaid, whether said rent be demanded or not, or if it shall make or suffer any strip or waste thereof, or shall fail to quit and surrender the premises to the Lessor at the end of said term or any renewal or extension in manner aforesaid, or shall violate any of the covenants in this Lease by said Lessee to be performed; or if the estate hereby created shall be taken from the Lessee by process of law, or if the Lessee shall be adjudicated a bankrupt or insolvent, or if any assignment shall be made of Lessee's property for the benefit of creditors, the Lessor may immediately or at any time thereafter enter and expel the Lessee or those claiming under it and remove its or their effects and without prejudice to any other remedies for arrears of rent or breach of covenant, and upon such entry said term or any renewal shall cease.

FOURTEENTH: Until otherwise notified in writing, either party hereto shall properly give any notice required or provided for hereunder, if it mails such notice, postage prepaid, by Registered or Certified Mail, return receipt requested, addressed in the case of the Lessee to:

Bates Manufacturing Company
Attention: Ervin L. Miller
Vice President and Treasurer
General Office
P. O. Box 591
Lewiston, Maine

and in the case of the Lessor to:

Lewiston Community Enterprises, Inc.
Attention: Joseph A. Poliquin
First-Manufacturers National Bank
35 Ash Street
Lewiston, Maine

FIFTEENTH: No modification of this Lease shall be binding unless in writing, executed and acknowledged in due form for record. The waiver by either party of any breach of the covenants

or conditions of this Lease shall be limited to the particular instances and shall not operate or be deemed to waive any other or further breach of any covenant or covenants or condition or conditions or failure or omission on the part of the other party to perform any other or different covenant or condition on the same or any other occasion.

SIXTEENTH: The Lessee may assign this Lease or sublet any part or all of the demised premises, but, despite any such assignment or sublease, the Lessee shall remain bound by the covenants, agreements, terms and conditions herein contained.

SEVENTEENTH: The covenants, agreements, terms and conditions herein contained shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease to be executed on their behalf and their respective corporate seals hereto affixed by their respective duly authorized officers, all as of the day and year first above written.

Signed, Sealed and Delivered in the presence of

LEWISTON COMMUNITY ENTERPRISES, INC.

_____

By _____
President

BATES MANUFACTURING COMPANY

Vincent McKusick

By Eric G. Mills
Vice President and Treasurer

STATE OF MAINE
ANDROSCOGGIN, SS.

November 2, 1964

Personally appeared the above named Thomas C. Mennealy, President of Lewiston Community Enterprises, Inc. and made oath that the foregoing Lease is his free act and deed and the free act and deed of said Corporation and of him as the President of such Corporation and further made oath that he is duly authorized to execute said Lease on behalf of said Corporation.

Before me,

_____
Notary Public

9/25/64

ENDORSEMENT BY MORTGAGEE

In consideration of One Dollar ($1.00) and other good and valuable consideration, the undersigned corporation, being the owner of a mortgage on the demised premises described in the above Indenture of Lease, for itself, its successors and assigns, and all persons and corporations now or hereafter participating in said mortgage, do hereby agree and stipulate that all machinery and equipment and any replacements or additions made thereto by the Lessee (whether or not now or hereafter affixed to the real estate) in and about the demised premises (excepting only the electric generating and hydroelectric equipment and other plant facilities conveyed to Lewiston Community Enterprises, Inc. by Bates by deed of even date herewith) shall be and remain personal property and owned solely by the Lessee, reserving to the Lessee all rights thereto including the right to remove, sell, mortgage, or otherwise encumber the same at any time; and further agree and stipulate that the lien of its mortgage, whether now outstanding or hereafter executed and whether or not funds have been or are hereafter advanced under any mortgage, shall attach to the aforesaid property of the Lessee.

IN WITNESS WHEREOF First Manufacturers National Bank of Lewiston and Auburn, Maine has caused this Endorsement to be executed by its officer hereunto duly authorized and its corporate seal hereto affixed, as of the day and year first above written.

SIGNED, SEALED and DELIVERED in presence of

Jane R. Clifford

FIRST MANUFACTURERS NATIONAL BANK of Lewiston and Auburn, Maine

By [signature]

Senior Vice Pres.

Exhibit J

D E E D

KNOW ALL MEN BY THESE PRSESENTS, that CENTRAL SECURITIES CORPORATION, a corporation organized and existing under the laws of the State of Maine and having its principal place of business in Augusta, in the County of Kennebec, in said State of Maine (hereinafter sometimes called the "Grantor"), in consideration of One Dollar ($1.00) and other valuable considerations, paid to it by CITY OF LEWISTON, a municipal corporation established pursuant to the laws of the State of Maine and having its principal office in Lewiston, in the County of Androscoggin, in said State of Maine (hereinafter sometimes called the "Grantee"), does hereby REMISE, RELEASE, BARGAIN, SELL and CONVEY, and forever QUITCLAIM unto said City of Lewiston, its successors and assigns, but subject to the exceptions and reservations herein contained, a certain lot or parcel of land, with the buildings thereon, situated in said Lewiston and bounded and described as follows:

> Beginning at a point ten (10) feet westerly from the westerly line of the Main Canal, now of The Union Water-Power Company and described in a certain deed of the Franklin Company dated December 5, 1878, and recorded in Androscoggin County Registry of Deeds, in Book 95, Page 411, and Southerly six hundred and seventeen (617) feet more or less from the point of intersection of a line ten (10) feet westerly from and parallel to the Westerly line of said Main Canal and a line seventy-four feet and fifty-eight one hundredths of a foot (74.58) Northerly from and parallel to the base or bottom of the Northerly end of the Androscoggin Mill No. 1 so-called; thence Southerly by a line ten (10) feet Westerly from and parallel to the Westerly line of the Main Canal a distance of

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seventy-two (72) feet more or less; thence Southwesterly a distance of one hundred and ninety-two (192) feet by a line which is four feet and sixty-two one hundredths of a foot (4.62) distant Southerly from and parallel to the southerly end of the "wheel house" or Generator Building of the Upper Androscoggin Station so-called to a point four feet and sixty-two one hundredths (4.62) of a foot southeasterly of the southwesterly corner of said "wheel house"; thence northwesterly in a line along the Westerly line of said "wheel house" sixty feet and twelve hundredths of a foot (60.12) more or less to the southerly wall of the extension at the northwesterly corner of said "wheel house"; thence southwesterly along said southerly wall of said "wheel house" extension seven feet and ninety-two hundredths of a foot (7.92) more or less to the common wall between the said "wheel house" extension and the easterly end wall of the Machine Shop Building so-called, such common wall comprising the westerly wall of said "wheel house" extension; thence northwesterly along said common wall fourteen feet and twenty-five hundredths of a foot (14.25) more or less to the common wall beteen said "wheel house" extension and the connecting passage building between Mill No. 1 and said Machine Shop Building, such common wall comprising the northerly wall of said "wheel house" extension; thence northeasterly along the last said common wall fifteen feet and sixty-seven hundredths of a foot (15.67) more or less to the common wall at the westerly side of Mill No. 1; thence southeasterly along the last said common wall two feet and forty-two hundredths of a foot (2.42) more or less to the southwesterly corner of Mill No. 1; thence northeasterly along the common wall between Mill No. 1 and said "wheel house"; said common wall comprising the northerly wall of said "wheel house", seventy-four feet and eighty-three hundredths of a foot (74.83) more or less to the southeasterly corner of Mill No. 1; thence continuing northeasterly in a straight line along the line of the last said common wall extended one hundred and nine (109) feet more or less to the point of beginning.

Together with any and all transferable right, title and interest of Grantor to any rights of access across the property of others to and from the premises conveyed herein.

Subject, however, to all rights and easements granted by Bates Manufacturing Company to Lewiston Realty Co. by deed

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dated July 7, 1964, and recorded in said Registry, Book 919, Page 77.

And further subject to the rights of Bates Fabrics, Inc., as successor to Bates Manufacturing Company, under a certain Indenture of Lease made as of November 2, 1964, by and between said Bates Manufacturing Company and Lewiston Community Enterprises, Inc.

Excepting and reserving from the aforesaid conveyance the rights, privileges and easements granted to Central Maine Power Company by deed of said Central Securities Corporation of even date herewith and to be recorded contemporaneously herewith in Androscoggin County Registry of Deeds.

Meaning and intending to convey and hereby conveying the land, with the buildings thereon, subject to the aforesaid reservations and exceptions, described as Parcel II.C in a certain Indenture, made as of November 2, 1964, by and between LEWISTON COMMUNITY ENTERPRISES, INC., of Lewiston, Maine, and said Central Securities Corporation, and recorded in Androscoggin County Registry of Deeds, in Book 927, Page 71.

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenances thereunto belonging, to it, said City of Lewiston, its successors and assigns forever, subject to the reversionary interest herein reserved.

And said Central Securities Corporation does COVENANT with the said Grantee, its successors and assigns that it will WARRANT AND FOREVER DEFEND the premises to it, the said Grantee, its successors and assigns forever, against the lawful

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claims of all persons claiming by, through or under it.

IN WITNESS WHEREOF, Central Securities Corporation has caused its corporate name to be signed and its corporate seal affixed by , its hereunto duly authorized, and said City of Lewiston has caused its corporate name to be signed and its seal affixed by , its hereunto duly authorized, all as of the day of , 19 .

SIGNED, SEALED and DELIVERED
In the Presence of:

CENTRAL SECURITIES CORPORATION

_____

By:_____
Its

CITY OF LEWISTON

_____

By:_____
Its

ACKNOWLEDGEMENTS

STATE OF MAINE
, ss. , 198

Personally appeared the above-named , of Central Securities Corporation and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

_____
Notary Public

Print name:_____

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STATE OF MAINE

, ss. , 198

Personally appeared the above-named , of the City of Lewiston, Maine and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

_____

Notary Public

Print name:_____

To the extent that they have any rights in the premises conveyed by the foregoing deed, CENTRAL MAINE POWER COMPANY, of Augusta, maine, THE UNION WATER-POWER COMPANY, of Lewiston, Maine, and CUMBERLAND SECURITIES CORPORATION, of Augusta, Maine, hereby remise, release, bargain, sell, convey, and forever quitclaim unto said CITY OF LEWISTON all such rights.

DATED: , 198 .

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

CENTRAL MAINE POWER COMPANY

_____ By:_____
Its

THE UNION WATER-POWER COMPANY

_____ By:_____
Its

CUMBERLAND SECURITIES CORPORATION

_____ By:_____
Its

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Exhibit K

D E E D

KNOW ALL MEN BY THESE PRESENTS, that CUMBERLAND SECURITIES CORPORATION, a corporation organized and existing under the laws of the State of Maine and having its principal place of business at Augusta, in the County of Kennebec and State of Maine, in consideration of One Dollar ($1.00) and other valuable consideration paid to it by CITY OF LEWISTON, a municipal corporation established pursuant to the laws of the State of Maine and having its principal office in Lewiston, in the County of Androscoggin, in the said State of Maine, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE, BARGAIN, SELL and CONVEY, and forever QUITCLAIM unto said City of Lewiston, its successors and assigns, all hydroelectric generating equipment and structures and accessory electrical parts and equipment, whether or not fixed, including switchgear, intake racks, substations, electrical connections, and transmission lines, both underground and overhead, located upon land conveyed to said City of Lewiston by Central Securities Corporation, by deed of even date herewith, to be recorded contemporaneously herewith, said land being the Androscoggin Upper generating site, together with the transmission line or lines running from the Androscoggin Upper substation (conveyed herein) to a certain substation of Cumberland Securities Corporation and situated at the Hill division described as Parcel No. II.A in a certain Indenture

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dated as of November 2, 1964, by and between Lewiston Community Enterprises, Inc., and said Central Securities Corporation and recorded in Androscoggin County Registry of Deeds in Book 927, Page 71.

Together with the right to connect transmission lines running from said substation located at said Androscoggin Upper generating facility and to be conveyed to said City of Lewiston to said substation of said Cumberland Securities Corporation located at said Hill division.

And together with any and all transferable right, title and interest of Grantor to any rights of access across the property of others to and from the land conveyed to said City of Lewiston by said Central Securities Corporation by said deed of even date herewith; including without limitation (to the extent transferable) rights of access described in a certain Indenture dated November 2, 1964, by and between Bates Manufacturing Company and Lewiston Community Enterprises and recorded in Androscoggin County Registry of Deeds in Book 927, Page 16, and conveyed by said Lewiston Community Enterprises to Grantor herein by Deed dated November 2, 1964, and recorded in said Registry in Book 927, Page 89.

This conveyance is made subject to the terms and conditions of a certain Indenture of Lease dated November 2, 1964, by and between said Lewiston Community Enterprises, Inc., of Lewiston, Maine, and Bates Fabrics, Inc., successor to Bates Manufacturing Company. So long as said Indenture of Lease dated November 2, 1964, remains in effect, said Lewiston

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Community Enterprises, Inc., remains responsible for the payment of all taxes assessed against the premises therein remised, including the properties, rights and easements herein conveyed to the Grantee.

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenances thereunto belonging, to it, said City of Lewiston, its successors and assigns forever.

IN WITNESS WHEREOF, Cumberland Securities Corporation has caused its corporate name to be signed and its corporate seal affixed by , its officer thereunto duly authorized, as of the day of , 198 .

SIGNED, SEALED AND DELIVERED

CUMBERLAND SECURITIES CORPORATION

_____

By:_____
Its

STATE OF MAINE
CUMBERLAND, SS , 198

Personally appeared the above-named , of Cumberland Securities Corporation, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

_____
Notary Public

Print Name:_____

To the extent that they have any rights in the hydroelectric generating equipment and structures and accessory electrical parts and equipment conveyed by the foregoing deed, CENTRAL MAINE POWER COMPANY, of Augusta, Maine, THE UNION WATER-POWER COMPANY, of Lewiston, Maine, and CENTRAL SECURITIES

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CORPORATION, of Augusta, Maine, hereby remise, release, bargain, sell, convey, and forever quitclaim unto said CITY OF LEWISTON all such rights.

Dated: _____, 198

SIGNED, SEALED and DELIVERED IN THE PRESENCE OF:

CENTRAL MAINE POWER COMPANY

_____

By: _____
Its

THE UNION WATER-POWER COMPANY

_____

By: _____
Its

CENTRAL SECURITIES CORPORATION

_____

By: _____
Its

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Exhibit L

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that THE UNION WATER-POWER COMPANY, a corporation organized and existing under the laws of the State of Maine and having its principal place of business in Lewiston, in the County of Androscoggin, in said State of Maine (sometimes hereinafter called the "Grantor"), in consideration of the premises and of other valuable considerations to it paid by CITY OF LEWISTON, a municipal corporation established pursuant to the laws of the State of Maine and having its principal office in said Lewiston (hereinafter sometimes called the "Grantee"), the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE, BARGAIN, SELL, and CONVEY and forever QUITCLAIM unto said City of Lewiston, its successors and assigns, the following rights in and to water flowage in the Androscoggin River, in Lewiston, Maine, to be flowed to Grantee through the "Main Canal" as described in a certain deed dated December 5, 1878, given by the FRANKLIN COMPANY to Grantor, and recorded in Androscoggin County Registry of Deeds, in Book 95, Page 411, subject to the restrictions, limitations, terms and conditions hereinafter set forth:

A. One hundred fifty cubic feet per second (150 cfs) furnished at the intake of the Androscoggin Upper generating facilities to be conveyed by Central Securities Corporation to

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Grantee by deed of even date herewith and to be recorded contemporaneously herewith; and

B. Surplus flowage above a river flow of eight thousand two hundred eighty cubic feet per second (8,280 cfs) up to a maximum surplus flowage of five hundred fifty-five cubic feet per second (555 cfs) above a river flow of 8,280 cfs, to be furnished at the intake of said Androscoggin Upper generating facilities.

The foregoing water rights are granted upon and are subject to the following terms and conditions:

1. Grantor shall not be liable for failure for interruption of water delivery due to unforeseeable causes beyond its reasonable control and without its fault or negligence, including without limitation fire, explosion, riot, failure or interruption of services, sabotage, strikes, acts of God, drought or accidents nor due to appropriation or diversion of water by rule or order of any governmental authority having jurisdiction thereof, nor for failure to deliver water during such times as it may be obliged to temporarily discontinue delivering the water hereby contracted for on account of river conditions, and in the case the water delivery is so interrupted, the Company will restore water delivery as soon as it reasonably can; provided, however, that in the event that due to any of the aforesaid causes, water cannot be delivered to said Androscoggin Upper generating facilities but can be stored, Grantor shall, as soon as is reasonably feasible, release such stored water to Grantee as reasonably requested by

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Grantee. Without limiting the generality of the preceding sentence, Grantor shall not be liable to reimburse Grantee, or otherwise pay, for electricity that Grantee may have to purchase in substitution for electricity generated at said Androscoggin Upper generating facilities, with respect to any period during which the provision of water to Grantee is interrupted.

2. In the event that generation ceases or is interrupted, temporarily or permanently, at any of the "Bates" or "Hill" generating facilities on the canal system described in said deed dated December 5, 1878, by Franklin Company to Grantor, the aforesaid river flow of 8,280 cfs (above which Lewiston's 555 cfs is to be taken) shall be reduced, for the duration of such cessation or interruption of generation, to reflect the reduction in water required for generation at any sites at which generation ceases or is interrupted, provided, however, that if generation ceases or is interrupted at either the "Bates" or "Hill" generating facilities and is increased at the other generating facility, or is commenced or increased at another generating facility owned or operated by Grantor, Central Maine Power Company, or any affiliate thereof such commencement or increase shall be treated for purposes of this paragraph 2 as a resumption of generation at the site at which generation ceased or was interrupted.

3. Grantee understands and agrees that it is necessary periodically to drain the canal system described in said deed dated December 5, 1878, given by said Franklin Company to

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Grantor and the head pond immediately upstream from said canal system. The water rights hereinbefore granted are subject to the right of Grantor, its successors and assigns, to drain said canal system and said head pond periodically for the purpose of reasonable inspection, maintenance, and repair of said canal system or said head pond 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. During any period that said canal system or said head pond is being drained, is drained, or is 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; provided, however, that in the event that due to any of the aforesaid causes, water cannot be delivered to said Androscoggin Upper generating facilities but can be stored, Grantor shall, as soon as is reasonably feasible, release such stored water to Grantee as reasonably requested by Grantee.

4. Grantor, its successors and assigns, shall be entitled to install, maintain, repair, and replace monitoring devices on property owned by Grantee, for the purpose of monitoring the delivery of water to the Grantee pursuant to the water rights hereinbefore granted and shall be entitled, at reasonable times, to enter on the property of Grantee to ensure that water furnished to Grantee neither falls short of nor exceeds the

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amounts herein granted, to check any such monitoring equipment, or for any other purpose connected with the operation of said canal system.

5. Grantor reserves unto itself, its successors and assigns, at any time and from time to time, the right to reconstruct or relocate said canal system or any of Grantor's dams and control works, or any part thereof, and to construct any new work on the Lewiston Falls of the Androscoggin River which, in its or their sole judgment, may be necessary or desirable, now or in the future, provided, however, that no such reconstruction or relocation of said canal system shall unreasonably interfere with the rights hereinbefore granted or unreasonably interrupt the flow of water hereinbefore provided for.

6. In the event that Grantor, its successors or assigns, are required by regulatory requirement or other exigency to divert the flow of the Androscoggin River around its dam system, the obligation of Grantor, its successors and assigns, to furnish the water flowage provided for pursuant to the aforesaid water rights hereinbefore granted shall be suspended for such period and Grantor shall have no obligation to reimburse Grantee, or otherwise pay, for substitute electricity.

7. The aforesaid grant of water rights to the extent of 9 cfs is made subject to all rights of Bates Fabrics, Inc., as successor to Bates Manufacturing Company, under a certain Indenture of Lease by and between said Bates Manufacturing Company and Lewiston Community Enterprises, Inc., dated as of

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November 2, 1964.

8. This conveyance is further subject to the priorities, rights, and obligations contained in certain indentures, covenants, and agreements as interpreted in Judge Savage's Decree in Union Water Power Company, et al. v. Libbey & Dingley Company et al., dated November 8, 1906.

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

IN WITNESS WHEREOF, said The Union Water-Power Company has caused this instrument to be signed in its corporate name and sealed with its corporate seal by its officer hereunto duly authorized, as of the day of , 19 .

SIGNED, SEALED and DELIVERED
In the Presence Of:

THE UNION WATER-POWER COMPANY

_____

By: _____
Its

STATE OF MAINE
ss. , 198

Personally appeared the above-named of The Union Water-Power Company and acknowledged the foregoing instrument to his fee act and deed in his said capacity and free act and deed of said corporation.

Before me,

_____
Notary Public
Print name: _____

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RIPNER, ALLEN,
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Exhibit M

D E E D

KNOW ALL MEN BY THESE PRESENTS, that THE UNION WATER-POWER COMPANY, a corporation organized and existing under the laws of the State of Maine and having its principal place of business in Lewiston, in the county of Androscoggin, and State of Maine, in consideration of One Dollar ($1.00) and other valuable consideration paid by CITY OF LEWISTON, Maine, a municipal corporation established pursuant to the laws of the said State of Maine and having its principal office in said Lewiston, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE, BARGAIN, SELL, and CONVEY, and forever QUITCLAIM unto said City of Lewiston, its successors and assigns forever, the following rights, privileges and easements:

1. The right to enter the premises conveyed to said The Union Water-Power Company by deed of Franklin Company dated December 5, 1878 and recorded in Androscoggin Registry of Deeds, in Book 95, Page 411, for the purpose of maintaining, repairing and replacing transmission lines from the substation facility to be conveyed to said City of Lewiston by Cumberland Securities Corporation by deed of even date herewith and to be recorded contemporaneously herewith, which substation is associated with the Androscoggin Upper generating facility described as Parcel II.C in a certain Indenture dated as of November 2, 1964, by and between Lewiston Community

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Enterprises, Inc., and Central Securities Corporation and recorded in Androscoggin County Registry of Deeds, in Book 927, Page 71, to substation facility of said Cumberland Securities Corporation situated at the Hill division described as Parcel II.A in said Indenture dated as of November 2, 1964.

2. The right and privilege to repair, replace and maintain in locations determined by said The Union Water-Power Company such electric transmission lines, together with all necessary appurtenances and supporting devices, as may be necessary to connect said substation to be conveyed to said City of Lewiston by said Cumberland Securities Corporation to said substation of said Cumberland Securities Corporation situated at said Hill division.

3. The right to maintain over land of said The Union Water-Power Company transmission lines running from said Androscoggin Upper generating facility to said substation to be conveyed to said City of Lewiston by said Cumberland Securities Corporation, together with the right to enter onto premises of said The Union Water-Power Company for the purpose of maintaining, repairing or replacing said transmission lines.

TO HAVE AND TO HOLD, the same, together with all the privileges and appurtenances thereunto belonging, to it, said City of Lewiston, its successors and assigns forever.

IN WITNESS WHEREOF, said The Union Water-Power Company has caused its corporate name to be signed and its corporate seal to be affixed by , its

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hereunto duly authorized, as of the day

of 19 .

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

THE UNION WATER-POWER COMPANY

_____

By: _____
Its

STATE OF MAINE
, SS , 198

Personally appeared the above-named of said The Union Water-Power Company, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

_____
Notary Public

Print Name: _____

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RIPHER, ALLEN,
N ANCASTER
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Exhibit N

POWER PURCHASE AGREEMENT

BETWEEN

THE CITY OF LEWISTON, MAINE

AND

CENTRAL MAINE POWER COMPANY

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THIS AGREEMENT, entered into as of the 5th day of December, 1984, is between the CITY OF LEWISTON, MAINE ("Seller") and CENTRAL MAINE POWER COMPANY ("Buyer").

WHEREAS Buyer is entering into this Agreement in order to lessen Buyer's dependence on fossil fuels and the uncertainties inherent in such supplies; and

WHEREAS Seller owns or will own and operates or will operate facilities for the generation of electric power in Androscoggin County, Maine; and

WHEREAS Seller wishes to sell and Buyer wishes to purchase electric power from the Facility;

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

ARTICLE I: DEFINITIONS

The following terms shall have the following meanings under this Agreement and the Attachments hereto.

"Average Accuracy" has the same meaning as the term is defined in Chapter 32, §3.b.5, of the Rules and Regulations of the Maine Public Utilities Commission, as now in effect or as subsequently modified or amended, or any successor rule or regulation.

"Capability" is the kilowatt capacity of the Facility as initially demonstrated by Seller in its first Capability Audit Test. If the kilowatt capacity of the Facility is subsequently increased or decreased by more than 10% of the previously demonstrated Capability, a new Capability Audit Test shall be performed and shall constitute Seller's Capability.

"Capability Audit Test" is a test of the Facility's Capability. Except where inconsistent with any provision of this Agreement, the Capability Audit Test shall be based on the principles, standards and tests set by the New England Power Pool, as now in effect or as subsequently modified or amended, or any successor test. The Capability Audit Test may be performed by examining past Facility performance records.

"Committed Capacity" is the expected capacity (kilowatts) from Seller's Facility, as set forth in the definition of "Facility" below.

"Firm Power" is electric energy and capacity, expressed in kilowatts per hour, produced by the Facility and delivered at the Point of Delivery as measured in accordance with Article VI: Metering. Seller shall use its best efforts to generate

and deliver its Firm Power to Buyer at a Capacity Factor of at least 80%. Firm Power does not include (a) any transformer losses and any other losses between the Point of Metering and the Point of Delivery or (b) any generator station service.

"Existing Capacity" has the same meaning as the term is defined in Chapter 36, §1.A.8 of the Rules and Regulations of the Maine Public Utilities Commission, as now in effect or as subsequently modified or amended or any successor rule or regulation.

"Facility" is all of Seller's plant and equipment, including the generating equipment known as Androscoggin Upper #1, #2 and #3, located or to be located on the Androscoggin River in Lewiston, Maine and used to provide Firm Power to Buyer and having an expected capacity of 1695 kW, plus or minus ten percent (10%).

"Initial Date of Delivery" is the date on which the Firm Power is first delivered by Seller to Buyer for a period of twelve consecutive hours, following at least 60 days written notice from Seller declaring its intention to commence deliveries of Firm Power. In no event shall the Initial Date of Delivery be earlier than the initial date of commercial operation of Buyer's Lewiston Falls Hydro Electric Redevelopment Project.

"Lewiston Falls Hydro Electric Redevelopment Project" is the hydroelectric redevelopment project in Lewiston, Maine proposed by Buyer and referred to in the Project Agreement dated December 5, 1984 between, inter alia, Seller and Buyer.

"New Capacity" has the same meaning as the term is defined in Chapter 36, §1.A.17 of the Rules and Regulations of the Maine Public Utilities Commission, as now in effect or as subsequently modified or amended or any successor rule or regulation.

"Point of Delivery" is the location where Seller's Interconnection Equipment and Buyer's system are connected.

"Point of Metering" is the location of each and all meter(s) used to determine the amount to be billed to Buyer for the delivery of Dispatchable Power.

"Prudent Electrical Practice" means those practices, methods and equipment as changed from time to time, that are commonly used in prudent electrical engineering and operations to operate electric equipment lawfully and with safety, and dependability and that are in accordance with the National Electrical Safety Code, the National Electrical Code or any other applicable Federal, State and Local government codes.

"Seller's Interconnection Equipment" is all equipment and facilities owned by Seller and located on Seller's side of the Point of Delivery required to be installed solely to interconnect and deliver Firm Power to Buyer's system including, but not limited to, connection, transformation, switching, protective relaying, and safety equipment.

"Special Facilities" are interconnection facilities furnished by Buyer at Seller's expense either at Seller's request or because, in Buyer's sole judgment, such facilities are necessary or convenient additions to or reinforcement of Buyer's system, all as provided in Attachment I.

"System Emergency" means a condition on Buyer's system which is likely to result in imminent significant disruption of service to customers or is imminently likely to endanger life or property.

"System Pre-Emergency" means a condition on Buyer's system prior to a System Emergency which could reasonably be expected to lead to a System Emergency.

ARTICLE II: TERM

The term of this Agreement shall commence on the date hereof and shall terminate on December 31, 1998. If deliveries have not commenced within one year after the date upon which Buyer's Lewiston Falls Hydro Electric Redevelopment Project begins commercial operation, this Agreement shall terminate, unless extended by mutual agreement of Buyer and Seller.

Notwithstanding the foregoing, in the event that the Project Agreement dated December 5, 1984 between Seller and Buyer is terminated for any reason, this Agreement shall be void.

ARTICLE III: SALE OF POWER

Seller agrees to deliver and sell to Buyer and Buyer agrees to accept and purchase from Seller the output of Firm Power from the Facility as follows:

Generator	Unit Capacity
Androscoggin Upper #1	700 kW
Androscoggin Upper #2	515 kW
Androscoggin Upper #3	480 kW

Except as otherwise provided herein, Seller shall at all times during the term of this Agreement use its best efforts to generate Firm Power at the Facility.

Seller estimates that the Initial Date of Delivery shall be on or after the date when Buyer begins commercial operation of its Lewiston Falls Hydro Electric Redevelopment Project, as of the time meters are read on that date.

On the Initial Date of Delivery, Buyer agrees to pay for Firm Power in accordance with Attachment II of this Agreement.

Buyer and Seller agree that the anticipated average annual output of the Facility is 4,800,000 kilowatt-hours. Buyer agrees to pay for Firm Power at the rate per kilowatt-hour for the year of generation as set forth in Attachment II, provided, however, that Buyer shall not be obligated to buy more than 6,240,000 kilowatt-hours of Firm Power from Seller's Facility in any given calendar year during the term of this Agreement at the rate per Kwh set forth in Attachment II. This amount represents 130% of the anticipated average annual output of the Facility. Firm Power delivered in excess of that amount in any calendar year shall be purchased at the short-term energy rate in effect at the time of delivery of said power, as established by the Maine Public Utilities Commission. Buyer and Seller understand and agree that, as is described in the Project Agreement dated December 4, 1984 between, inter alia, Seller and Buyer, Seller may not acquire possession of the Androscoggin Upper #2 until after deliveries have commenced hereunder. In such an event, Buyer and Seller agree that the expected capacity of the Facility, as stated in Article I hereof, shall be reduced by the amount of 515 KW and that each and every kilowatt hour figure set forth herein, including, without limitation, the kilowatt hour figures set forth in this Article III and in Article XIV, shall be reduced by the amount of 900,000 kilowatt hours, until the earlier of Seller's obtaining possession of the Androscoggin #2 or the expiration of the so-called Bates Lease, all as is more fully described in said Project Agreement. Buyer and Seller further understand that, as is described in the Project Agreement and the Exhibits thereto, if Buyer ceases operating both its so-called Bates and Hill generating facilities, and does not otherwise use the water from these facilities, additional water may be made available for use at Seller's Facility, which would result in an anticipated average annual output of the Facility of up to 5,400,000 kilowatt hours. If such additional water becomes available for use at Seller's Facility, Buyer and Seller agree that each and every kilowatt hour figure set forth herein, including, without limitation, the kilowatt hour figures set forth in this Article III and in Article XIV, shall be increased by the amount of up to 600,000 kilowatt hours.

Seller understands and agrees that the foregoing notwithstanding, Buyer's obligation to purchase the output of Seller's Facility, as set forth herein, shall pertain only to the installed capacity of the Facility as defined in Article I

hereof.

ARTICLE IV: BILLING AND PAYMENT

Buyer shall provide a monthly statement to Seller within 10 working days of the date the meters at the Point of Metering were read. Seller shall use this statement to compute charges for Firm Power sold to Buyer. Seller shall then send a monthly billing statement to Buyer within 5 days from receipt of said statement. Buyer shall pay all such bills properly rendered under this Agreement within 30 days from receipt of the billing statement.

In the event adjustments to billing statements are required as a result of corrected measurements made with respect to inaccurate meters, the parties shall use the corrected measurements described in Article VI to recompute the amounts due from or to Buyer for the Firm Power sold under this Agreement during the period of inaccuracy. If the total amount, as recomputed, due from a party for the period of inaccuracy varies from the total amount due as previously computed, and payment of the previously computed amount has been made, the difference in the amounts shall be paid to the party entitled to it within 30 days after the paying party is notified of recomputation.

ARTICLE V: NOTICES

All notices under this Agreement shall be in writing and shall be deemed sufficient if personally delivered or if sent by U.S. mail, first class, postage prepaid, as follows:

To Seller:	City Administrator City of Lewiston, Maine Lewiston, Maine 04240
To Buyer:	Executive Vice President Central Maine Power Company Edison Drive Augusta, Maine 04336
To Buyer's Dispatcher:	Central Maine Power Company Edison Drive Augusta, Maine 04336 Attn: System Operations

Monthly billing statements shall be sent to:

Central Maine Power Company
Edison Drive
Augusta, Maine 04336
Attn: System Operations/Cogeneration Billing

ARTICLE VI: METERING

The metering of Firm Power supplied to Buyer shall be by meters and metering devices paid for by Seller and owned and maintained by Buyer. Seller shall pay Buyer an annual charge for the operation and maintenance of Buyer's metering devices and for the processing of magnetic meter tapes.

The Firm Power sold under this Agreement shall be measured by monthly readings taken pursuant to Article IV and in accordance with the metering procedures described in Attachment III for the Facility.

All meters used to determine the billing hereunder shall be sealed and the seals shall be broken only by Buyer and upon occasions when the meters are to be inspected, tested or adjusted.

Seller shall provide access for a representative of Buyer to the billing meters at reasonable times for the purposes of reading, inspecting, testing and adjusting the same provided that such access shall not interfere with Seller's normal business operations.

Buyer may make annual tests of the aforesaid metering equipment when at 750 volts and above and biennial tests of metering when at less than 750 volts. Upon request of Seller, Buyer will make additional tests. However, if Seller requests a test to be made within twelve months of a previous test, such test shall be at the expense of Seller if the meter proves to be accurate within 2% Average Accuracy. In the event errors greater than 2% Average Accuracy are discovered, the cost of the test shall be at the expense of Buyer. Unless the period of inaccuracy can be accurately determined as a basis for adjustments, retroactive billing adjustments for errors found as a result of any test shall be made for a period equal to one-half of the time elapsed since the last previous test, but not to exceed six months.

Seller shall be notified prior to all metering tests and shall have the right to observe the test. If the meter is found to be inaccurate or defective, it shall be adjusted, repaired or replaced, at Buyer's expense, in order to provide accurate metering.

ARTICLE VII: FACILITY AND EQUIPMENT DESIGN AND CONSTRUCTION; REQUIRED EQUIPMENT STANDARDS

Seller shall design, purchase, construct, install, own or operate the Facility needed to generate and deliver

electricity, except for any Special Facilities constructed, installed and maintained by Buyer pursuant to Attachment I. The Seller's Interconnection Equipment shall meet Buyer's construction and safety requirements, including all standards of Prudent Electrical Practice.

When the interconnection between Seller's Facility and Buyer's system requires a tap to Buyer's transmission line that will become an integral part of Buyer's system, the tap must meet Buyer's construction and safety requirements and all standards of Prudent Electrical Practice. The total installed cost of the tap shall be paid for by Seller, and the tap will be owned by Buyer and maintained by Buyer at Seller's expense. Seller shall pay Buyer the monthly charge in effect at the time for the maintenance of the tap.

Prior to accepting electricity generated by the Facility, Buyer, at Seller's expense, shall inspect Seller's Interconnection Equipment to determine if Buyer's construction and safety requirements and all standards of Prudent Electrical Practice are met. Buyer shall not be required to accept electricity from Seller's Facility until said requirements are met.

Seller shall not employ anything other than three phase generators without first obtaining express written permission from Buyer.

In the event the Facility incorporates a synchronous generator, Seller shall furnish, install, and maintain equipment necessary to establish and maintain synchronism with Buyer's system.

In order to protect Buyer's system from property damage, to minimize the likelihood of injury to operating personnel and third parties, and to allow Buyer to maintain service to its non-generating customers in the event the Facility or Seller's Interconnection Equipment encounters operating difficulties, Seller shall, at its expense, provide, install, and maintain the following equipment insofar as required by Buyer:

1. A three-phase, gang-operated, load-break, lockable main disconnect switch which allows isolation of Seller's generation from Buyer's system;

2. An automatic circuit breaker activated by a power source independent of both Buyer's and Seller's A.C. Voltage source which will be triggered by the protective relay system under all fault conditions. The circuit breaker must also be suitable for use in synchronizing the Seller's generator to the Buyer's system;

3. Underfrequency and overfrequency protective relays to

be used in conjunction with the automatic circuit breaker required under Paragraph 2;

4. Undervoltage and overvoltage protective relays to be used in conjunction with the automatic circuit breaker as required in Paragraph 2;

5. Overcurrent protective relays to be used in conjunction with the automatic circuit breaker required under Paragraph 2;

6. Potential and current transformers to be used for the above relaying, sized and connected as approved by Buyer; and

7. Such other equipment as may be reasonably required by Buyer.

The protective relay system required to detect faults on Buyer's system and to disconnect Seller's generation to protect the general public and Buyer's personnel must be approved by Buyer. Buyer will provide recommendations for relay settings, design, equipment selection, and routine maintenance. Seller will purchase, install, and maintain the protective relay system and maintain and make available to Buyer maintenance and test records. The protective relay system shall be given a functional test that is witnessed and approved by a Buyer representative before the generation is first connected to Buyer's system. The Seller will bear the cost of this witnessing and testing and any other assistance that may be requested of the Buyer before and after the system is made operational.

When induction generators are used, the Seller must notify the Buyer if he intends to install capacitors or other means of providing generator excitation either before initial operation or at a later time. The Buyer will determine the requirements of the Interconnection Equipment after having been advised if capacitors are to be used.

For purposes of this Article VII and Article X, Buyer shall not unreasonably require Seller to install any additional equipment other than that already installed at the Facility as of the date hereof, for Androscoggin Upper #1 and Androscoggin Upper #3, provided that said equipment shall be kept in good condition and repair and shall at all times meet Buyer's construction and safety requirements and all standards of Prudent Electrical Practice. Seller agrees that with respect to Androscoggin Upper #2, it shall install such equipment as is necessary to conform to the requirements of this Article VII or shall operate said Androscoggin Upper #2 on a continuously-manned basis as it is presently operated by Bates Fabrics, Inc.

ARTICLE VIII: MAINTENANCE OF AND MODIFICATIONS TO THE INTERCONNECTION

Seller shall maintain during the term hereof all Seller's Interconnection Equipment on the Seller's side of the visible disconnect that isolates the Seller's Facility from the Buyer's system.

In addition to the initial functional testing and intertie inspection, the Seller shall arrange for an annual, visual inspection of all interconnection facilities and associated maintenance records. On the second annual inspection and every two years thereafter, a relay calibration test and operational test of Seller's Interconnection Equipment shall be arranged by the Seller. The relay calibration tests must either be performed by a qualified contractor, approved by Buyer, or by Buyer's personnel. The relay system functional test must be performed by Buyer's personnel after the relay calibration tests have been completed. The Seller will bear the cost of this testing and any other assistance that may be requested of Buyer before and after the system is made operational.

Seller shall have full responsibility for and control over this maintenance of the Facility, including Seller's Interconnection Equipment; provided, however, that if Buyer shall determine that in its judgment the Seller's Interconnection Equipment is in any substantial respect being maintained otherwise than in accordance with Prudent Electrical Practice, it may so notify the Seller in writing. Within thirty (30) days of the date of such notification, Seller shall take all reasonable steps to bring its maintenance practices into conformity with the requirements of Prudent Electrical Practice and of this Agreement.

If Seller plans any additions, modifications or replacements to the Facility, including Seller's Interconnection Equipment, Seller shall give Buyer written notice of such planned additions, modifications or replacements. All such future additions, modifications or replacements must meet Buyer's construction and safety requirements, including all requirements of applicable National, State and Local Electrical Codes and all standards of Prudent Electrical Practice.

Seller agrees to change Seller's Interconnection Equipment as may be reasonably required by Buyer to meet changing requirements of Buyer's system.

ARTICLE IX: OPERATION OF THE FACILITY

To prevent the degradation of system voltage to Buyer's customers as a result of interconnecting with Seller's

Facility, the Seller's synchronous generators shall generate such reactive power as may be reasonably necessary to maintain voltage levels and reactive area support. Seller must provide automatic voltage control equipment, if needed, to allow the Buyer to maintain distribution voltage within a band of -2% to +5% of the nominal voltage of 120 volts so as to maintain customer voltage within ± 5%. If Seller becomes separated from Buyer's system and continues to generate electricity thereby supplying its own load or its own load and local load normally supplied by Buyer, Seller must maintain the same quality of electricity as required by Prudent Electrical Practice. Voltage must be maintained in accordance with the standards given above and frequency must not deviate more than 2% from 60 cycles per second. No more than a 3% instantaneous variation in distribution voltage shall occur when connecting or disconnecting either a synchronous or an induction generator from the line.

Seller shall not energize a deenergized Buyer circuit. Seller agrees to hold Buyer harmless for any damage suffered to Seller's Facility.

If, at any time, Buyer's customers are served by Seller's generation that has been separated from Buyer's system by automatic devices, Seller shall be liable for all damage or injury to property or persons caused by or resulting from Seller's generation and Seller shall indemnify and hold Buyer harmless from all claims, demands, losses or damages caused by or resulting from Seller's generation.

If Buyer determines that any of the Seller's Interconnection Equipment fails to perform as designed, or that Seller has failed to perform proper testing or maintenance of such equipment, Buyer shall notify Seller to take corrective action. If Seller fails to take such corrective action within 10 days of the date of said notification, Buyer may open the interconnection between Seller and Buyer until compliance is accomplished. If Buyer determines that a modification to any of the Seller's Interconnection Equipment has been made so that performance is not as originally approved by Buyer, Buyer may, if such condition is not corrected after giving Seller as much advance notice to correct the condition as is practicable under the circumstances, open the interconnection between Seller and Buyer.

Where Buyer furnishes electric service to Seller (kW, kWh, kvar or kvar-h), this service shall be metered, and Seller shall pay for this service at the rates in effect at the time.

Seller, at Buyer's request, shall during a System Emergency or during a System Pre-Emergency operate the Facility generators within loading limits determined in accordance with Attachment IV in a manner to mitigate the System Emergency or

System Pre-Emergency. Such operation may call for full output, no output or a level in between, but shall not be governed by consideration of maximizing power output and efficiency of plant operation.

During each capability audit period of the New England Power Pool, a Capability Audit Test of the Facility shall be performed at Seller's expense. If subsequent to the Initial Capability Audit Test the Facility demonstrates less than 90% of its Capability, Seller shall receive the rate for short-term energy then in effect as established by the Maine Public Utilities Commission until the Facility has demonstrated at least 99% of its Capability, and Seller shall use its best efforts to bring the Facility to within at least 99% of its Capability within nine months from the date of the test. If subsequent to the Initial Capability Audit Test the Facility demonstrates between 90% and 100% of its Capability, Seller shall continue to receive the rate described in Article III and Attachment II so long as Seller shall continue to use its best efforts to bring the Facility to within at least 99% of its Capability within nine months from the date of the test. If the Seller fails to bring the Facility to within at least 99% of its Capability within said nine-month period, Seller shall then receive only the rate for short-term energy then in effect as established by the Maine Public Utilities Commission, until the Facility has demonstrated at least 99% of its Capability.

Seller shall at all times use its best efforts to maintain the Capability of its Facility at a level equal to the Committed Capacity of the Facility. If, within six months from the Initial Date of Delivery ("the Grace Period") the Capability of Seller's Facility is less than the Committed Capacity, then within fifteen days of the end of the Grace Period Seller shall notify Buyer in writing whether or not it intends to cure the Capability deficiency of its Facility. If Seller notifies Buyer that it intends to cure the Capability deficiency, then Seller shall have an additional six months following the conclusion of the Grace Period to cure the Capability deficiency. If Seller notifies Buyer that it will not cure the Capability deficiency, or if Seller, having notified Buyer at the end of the Grace Period that it would attempt to cure, fails to cure any Capability deficiency within six months of the conclusion of the Grace Period, then liquidated damages shall apply, as set forth in ARTICLE XIV: LIQUIDATED DAMAGES.

If, at the end of the Grace Period, Seller, having failed to conform the Capability of its Facility to the Committed Capacity, elects to cure the deficiency, then until such time as Seller cures the deficiency, or six months, whichever is less Seller shall receive 90% of the otherwise applicable rate set forth in Attachment II for all deliveries of Firm Power. In the event that Seller fails to cure the Capability

deficiency within six months after the Grace Period and therefore becomes liable to Buyer for liquidated damages, then the difference between the amounts actually paid to Seller for deliveries of Firm Power and what Seller would have received at 100% of the applicable rate set forth in Attachment II during said six month period, shall be deducted from any liquidated damages due from Seller to Buyer under ARTICLE XIV: LIQUIDATED DAMAGES.

For the purposes hereof, Seller shall be deemed to have passed the Capability Audit Test and to have conformed the Capability of its Facility to the Committed Capacity, if, Buyer having requested a Capability Audit Test, Buyer fails to provide Seller with sufficient water to conduct such Test.

ARTICLE X: DELIVERIES

Seller shall deliver all Firm Power at the Point of Delivery in the form of 3 phase 11,000 volt, 60 Hertz, electricity up to a maximum capacity of 2,000 kVA, which Firm Power shall be delivered to Buyer at the point of connection of Seller's underground line to the potheads at the entrance of the Seller's line to Buyer's Hill Mill Substation.

ARTICLE XI: CONTINUITY OF SERVICE

Buyer shall not be obligated to accept, and Buyer may require Seller to curtail, interrupt or reduce deliveries of Firm Power in order to construct, install, maintain, repair, replace, remove, investigate or inspect any of Buyer's equipment or any part of Buyer's system, or if Buyer determines that curtailment, interruption or reduction of deliveries of Firm Power is necessary because of System Pre-Emergencies or System Emergencies or as otherwise required by Prudent Electrical Practices.

ARTICLE XII: LAND RIGHTS

Seller hereby grants, without cost to Buyer for the term of this Agreement, a right of way and easement for reasonable ingress and egress over property owned by Seller in order to install, operate, inspect, maintain, replace and remove Buyer's metering facilities and Special Facilities, including adequate access rights on the property of Seller, provided that such access shall not disrupt or otherwise interfere with the normal operations of Seller's business. Seller agrees to execute such other grants, deeds or documents as Buyer may require to enable it to record such rights of way and easements.

If any part of the Special Facilities are to be installed

on property owned by parties other than Seller, Seller shall procure from the owners thereof all necessary or convenient rights of way and easements for the construction, operation, maintenance and replacement of the Special Facilities upon such property in a form satisfactory to Buyer.

ARTICLE XIII: TERMINATION; MODIFICATION

In the event of any breach of any of the terms or conditions of this Agreement by either party, or in the event of any proceedings by or against either party in bankruptcy or insolvency or for appointment of any receiver or trustee or any general assignment for the benefit of creditors, the other party may terminate this Agreement and the breaching, bankrupt or insolvent party shall be liable to pay to the other party any costs or damages caused the other party as a result thereof.

No modification to the Agreement shall be valid unless it is in writing and signed by both parties hereto.

This Agreement supersedes all previous Agreements for the purchase of energy and capacity by the Buyer from the Seller's Facility.

ARTICLE XIV: LIQUIDATED DAMAGES

A. If at any time after the Date of this Agreement, Seller terminates this Agreement for reasons other than those set forth under Article II (Term; termination of December 5, 1984 Project Agreement), Article XIX (Force Majeure) or Article XIII (Termination; Modification), or if Buyer terminates this Agreement pursuant to Article XIII, Buyer and Seller agree that Buyer may suffer damages which, as the result of Buyer's dependence upon the delivery of Seller's energy and capacity, Buyer would be unable to mitigate fully.

Buyer and Seller agree that the amount of the actual damages suffered by Buyer would be difficult or impossible to measure under these circumstances. Therefore, Buyer and Seller agree that:

(i) If Seller shall abandon its Facility between the date the Facility is turned over to Seller, pursuant to said Project Agreement and the Initial Date of Delivery, or if Seller shall fail to deliver Firm Power within 12 months after the date upon which the Facility is turned over to Seller pursuant to said Project Agreement, then Seller shall pay to Buyer a one-time liquidated damage amount of $37,290, equal to $22 per kilowatt of the Committed Capacity of the Facility.

(ii) If, after the Initial Date of Delivery, Seller shall terminate this Agreement, other than pursuant to Article XIX or Article XIII, or if Buyer terminates this Agreement pursuant to Article XIII, Seller shall pay to Buyer, rather than the amount specified in subparagraph (i), the sum of $169,500, which sum is equal to $100 per kilowatt of the Committed Capacity of the Facility, as a one-time liquidated damage amount.

B. If, at any time subsequent to the Initial Date of Delivery, Seller's deliveries of Firm Power during any calendar year fall below 3,600,000 kilowatt-hours per year for reasons other than those set forth under Article XIX (Force Majeure) or Article XIII (Termination; Modification), Buyer and Seller agree that Buyer may suffer damages which as the result of Buyer's dependency upon the delivery of Seller's Firm Power, Buyer would be unable to mitigate fully.

Buyer and Seller further agree that the amount of the actual damages suffered by Buyer by virtue of said reduction in deliveries would be difficult or impossible to measure. Therefore, Buyer and Seller agree that in the event Seller's deliveries of Firm Power during any calendar year fall below 3,600,000 kilowatt-hours, for reasons other than those set forth under Article XIX or Article XIII, Seller shall pay to Buyer, as liquidated damages, 1¢ ($0.01) for each Kwh that the total deliveries fall below 3,600,000 in such calendar year. The 3,600,000 kilowatt-hour figure shall be prorated for the year in which the Seller begins or concludes delivering Firm Power, in the event that the first or last year of the Agreement is not a full calendar year.

Notwithstanding its failure to generate 3,600,000 kWh in a given year, Seller shall not be liable to Buyer for liquidated damages under this subsection if Seller (a) delivers at least 3,200,000 kwh in the year, and (b) certifies in writing to Buyer that its failure to deliver 3,600,000 kwh resulted from below-normal water flow conditions. Seller shall be entitled to certify below-normal water flow conditions no more than one year for every four years of the Agreement during the term of this Agreement.

C. If, as set forth in ARTICLE IX: OPERATION OF THE FACILITY, the Capability of Seller's Facility is less than the Committed Capacity of the Facility as defined in Article I, then Buyer and Seller agree that Buyer may suffer damages which, as a result of Buyer's dependence upon the delivery of Seller's energy and capacity, Buyer would be unable to mitigate fully. Buyer and Seller agree that the amount of the actual damages suffered by Buyer would be difficult or impossible to measure under the circumstances. Therefore, Buyer and Seller

agree that if the Capability of Seller's Facility is less than the Committed Capacity, and Seller fails to cure any deficiency as provided in ARTICLE IX, then Seller shall pay to Buyer the sum of $100 for each kilowatt, or portion thereof, of difference between the Capability of the Facility and its Committed Capacity.

D. Seller will secure the payment of the amounts set forth in paragraphs A (ii) and B of this Article by providing, at Seller's option, one of the following, or a combination thereof, on the Initial Date of Delivery, in an amount equal to the maximum liquidated damage amount which could be owing for each year in accordance with the terms of paragraphs A (ii) and B of this Article:

(i) A irrevocable letter of credit from a bank acceptable to Buyer upon which Buyer can draw in the event of said termination; or

(ii) A pledge of securities to be held by a bank as the bailee for Buyer; such securities shall be designated by Seller and acceptable to Buyer; or

(iii) A bond payable to or for the benefit of Buyer with a surety company acceptable to Buyer; or

(iv) A mortgage of the Facility, and all water rights or easements appurtenant thereto, to Buyer, which mortgage can be subordinated only to a mortgage and security interest in the Facility and such water rights or easements granted only for the purposes of financing improvements to the Facility and only if Buyer's security interest shall not be unreasonably jeopardized by such subordination.

Any one or any combination of the foregoing forms of security which Seller elects to provide to Buyer shall be in a form and in an amount satisfactory to Buyer or to counsel for Buyer and shall be sufficient, in the sole opinion of counsel for Buyer, to grant Buyer a valid, binding, and perfected security interest in collateral of the Seller as defined in Article 9 of the Uniform Commercial Code.

ARTICLE XV: GOVERNMENTAL JURISDICTION AND AUTHORIZATION

Seller represents that it will file in a timely manner applications for all governmental authorizations and permits required for the Facility, which are issuable prior to such construction. Seller further represents that prior to the Initial Date of Delivery of Firm Power from the Facility, it will obtain all governmental authorizations and permits required for the Facility which are issuable prior to operation

of the Facility. Seller further represents that it will obtain all other governmental authorizations and permits required for operation of the Facility as soon as they can be obtained after the Initial Date of Delivery and will maintain all required governmental authorizations and permits required for the Facility during the term hereof.

ARTICLE XVI: ASSIGNMENT

This Agreement shall not be assigned, pledged or transferred by either party without the written consent of the nonassigning party. All assignees, pledgees or transferees shall assume all obligations of the party assigning the agreement. If this Agreement is assigned without the written consent of the nonassigning party, the nonassigning party may terminate the agreement.

ARTICLE XVII: INDEMNITY

Each party shall indemnify the other party, its officers, directors, agents, and employees against all loss, damage, expense, and liability to third persons for injury to or death of persons or injury to property, proximately caused by the indemnifying party's negligent construction, ownership, operation, or maintenance of any of such party's works or facilities used in connection with this Agreement; provided, however, that neither party, nor its officers, agents, directors or employees shall be liable to the other party, its agents, officers, directors or employees for incidental, special, indirect or consequential damages of any nature connected with or resulting from performance of this Agreement. The indemnifying party shall, on the other party's request, defend any suit asserting a claim covered by this indemnity. The indemnifying party shall pay all costs that may be incurred by the other party in enforcing this indemnity.

ARTICLE XVIII: INSURANCE

Seller shall continuously carry with a reputable insurance company or companies the following insurance:

(1) Bodily injury and property damage liability; including but not limited to Comprehensive General Liability, including premises operations and blanket contractual liability, Comprehensive Automobile Liability and Employer's Liability (hereinafter collectively "Liability Insurance"), and

(2) Workers' Compensation and Occupational Disease Insurance, including U.S. Longshoremen's and Harbor Workers' Compensation.

Liability insurance shall include: provisions or endorsements naming Buyer, its directors, officers and employees as additional insureds; provisions that such insurance is primary insurance with respect to the interest of Buyer and that any insurance maintained by Buyer is excess and not contributory insurance with the insurance required hereunder; cross-liability or severability of insurance interest clause; and provisions that such policies shall not be cancelled or their limits of liability reduced without thirty (30) days prior written notice to Buyer. A copy of each such insurance policy, certified as a true copy by an authorized representative of the issuing insurance company or at the discretion of Buyer, in lieu thereof, a certificate in form satisfactory to Buyer certifying to the issuance of such insurance, shall be furnished to Buyer on or before the Initial Date of Delivery, provided, however, that Seller may self insure with respect to Employer's Liability so long as such self insurance meets all requirements of law regarding self insurance for Employer's Liability. Initial limits of liability shall be $1,000,000 General Liability, with a $4,000,000 override, excess liability, or supplemental coverage policy, which limits may be required to be increased by Buyer's giving Seller ninety (90) days notice, and $300,000 Automobile Liability, and $250,000 Employer's Liability, which limits shall be increased in accordance with statutorily or judicially imposed increases in municipal liability limits and in accordance with liability limits generally maintained by municipalities of comparable size.

ARTICLE XIX: FORCE MAJEURE

As used in this Agreement, "Force Majeure" means unforeseeable causes beyond the reasonable control of and without the fault or negligence of the party claiming Force Majeure. It shall include, without limitation, fire, explosion, riot, failure or interruption of services, sabotage, strikes, acts of God, drought or accidents, appropriation or diversion of water or electricity by rule or order of any governmental authority having jurisdiction thereof, and failure to deliver or accept delivery of electricity during such time as it may be obliged to temporarily discontinue delivering or accepting delivery of the electricity hereby contracted for on account of system operating conditions and in the case the service is so interrupted.

If either party is rendered wholly or partly unable to perform its obligations under this Agreement because of Force Majeure, that party shall be excused from whatever performance

is affected by the Force Majeure to the extent so affected provided that:

(A) the non-performing party, promptly after the occurrence of the Force Majeure, gives the other party written notice describing the particulars of the occurrence;

(B) the suspension of performance be of no greater scope and of no longer duration than is reasonably required by the Force Majeure;

(C) no obligations of either party which arose before the occurrence causing the suspension of performance be excused as a result of the occurrence; and

(D) the non-performing party uses its best efforts to remedy its inability to perform.

ARTICLE XX: LIABILITY; DEDICATION

(A) Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to or any liability to any person not a party to this Agreement.

(B) No undertaking by one party to the other under any provision of this Agreement shall constitute the dedication of that party's system or any portion thereof to the other party or to the public, nor affect the status of Buyer as an independent public utility corporation, or Seller as an independent individual or entity.

(C) Buyer's review or acceptance of the Facility, its specifications, Seller's Interconnection Equipment and protective relay system, and operation of the Facility by Seller, shall not be construed as confirming nor endorsing the design nor as any warranty of safety, durability or reliability. Buyer shall not by reason of such review or failure to review, be responsible for the strength, safety, details of design, adequacy, capacity, or operation of the Facility nor shall Buyer's acceptance be deemed to be an endorsement. Seller agrees to change its Interconnection Equipment as may be reasonably required by Buyer to meet changing requirements of Buyer's System.

ARTICLE XXI: REPRESENTATIONS AND WARRANTIES OF THE PARTIES

(A) Seller represents and warrants that it is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of Maine, and that it has all requisite corporate power and authority to carry on the

business to be conducted by it and to enter into this Agreement. The execution and delivery of this Agreement and the performance of Seller's obligations hereunder have been duly authorized by Seller and all necessary corporate action to consummate the transactions contemplated hereunder has been taken.

Seller represents and warrants that it will prior to Initial Date of Delivery obtain all necessary agreements and permits as presently required or as may be required by the Maine Public Utilities Commission to demonstrate Seller's capability to deliver Firm Power, including without limitation, evidence of all necessary property rights, governmental authorizations (including permits required under Maine Site Location Law, 38 Maine Revised Statutes §§481-490, and other Maine environmental and/or land use laws) and evidence of financial commitments, fuel supply contracts, construction contracts, and operation capability. Seller shall deliver to Buyer conformed copies of all such agreements upon their execution by Seller and the other contracting party.

Seller further represents and warrants that its Facility meets the qualifications of a "qualifying facility" within the meaning of the Public Utility Regulatory Policies Act of 1978, 92 Stat. 3117, and any rules and regulations of the Federal Energy Regulatory Commission promulgated thereunder, and of the Small Power Production Facilities Act, Title 35, Maine Revised Statutes, Chapter 172, and any rules and regulations of the Maine Public Utilities Commission promulgated thereunder, and that it will make no modificiations, alterations or other changes to its Facility or in the operation of its Facility or other Facilities of Seller which would cause the Facility to fail to meet the criteria for such qualification which may be in effect from time to time during the term hereof.

(B) Buyer represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Maine and has all requisite corporate power and authority to carry on the business presently conducted by it and to enter into this Agreement. The execution and delivery of this Agreement and the performance of Buyer's obligations hereunder have been duly authorized by Buyer and all necessary corporate action to consummate the transactions contemplated hereunder has been taken.

(C) This Agreement is expressly conditioned upon the parties procuring, prior to the Initial Date of Delivery hereunder, an advisory opinion from the Maine Public Utilities Commission satisfactory to Buyer stating that the acceptance and purchase by Buyer of Firm Power from Seller's Facility and the grant of an energy credit by Buyer to Seller, as contemplated by the Project Agreement dated December 4, 1984 and executed concurrently herewith, will not

place Buyer or Seller in violation of the prohibition against simultaneous purchases and sales from Existing Capacity contained in Chapter 36, §4(C)(2)(c) of the Rules and Regulations of the Maine Public Utilities Commission. The parties agree to prepare and submit such joint petition within six months from the date hereof and to diligenty pursue such joint petition. If the Maine Public Utilities Commission fails to issue such advisory opinion prior to the Initial Date of Delivery hereunder or issues an advisory opinion which states either that the grant of an energy credit by Buyer to Seller, as contemplated by the Project Agreement, or the acceptance and purchase by Buyer of Firm Power from Seller's Facility hereunder violates the prohibition against simultaneous purchases and sales from Existing Capacity contained in Chapter 36, § 4(C)(2)(c) of the Rules and Regulations of the Maine Public Utilities Commission, then Buyer, at its option, shall elect either to proceed hereunder as if a favorable advisory opinion from the Maine Public Utilities Commission had been issued or to proceed hereunder to the extent permitted by such advisory opinion and to compensate Seller for the fair market value of any portion of the energy credit or any portion of the acceptance and purchase by Buyer of Firm Power hereunder which the advisory opinion states is in violation of the prohibition against simultaneous purchase and sales from Existing Capacity contained in the Rules and Regulations.

ARTICLE XXII: SEVERAL OBLIGATIONS

Except where specifically stated in this Agreement to be otherwise, the duties, obligations and liabilities of the parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership, or joint venture or impose a trust or partnership duty, obligation or liability or agency relationship on or with regard to either party. Each party shall be individually and severally liable for its own obligations under this Agreement.

ARTICLE XXIII: WAIVER

Any waiver at any time by either party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter.

ARTICLE XXIV: CAPTIONS

All indexes, titles, subject headings, section titles and similar items are provided for the purpose of reference and

convenience and are not intended to be inclusive, definitive or to affect the meaning of the contents or scope of this Agreement.

ARTICLE XXV: CHOICE OF LAWS

This Agreement shall be construed and interpreted in accordance with the laws of the State of Maine notwithstanding any choice of law rules which may direct the application of the laws of another jurisdiction.

ARTICLE XXVI: INTEGRATION

The terms and provisions contained in this Agreement between the Seller and Buyer constitute the entire Agreement between the Seller and Buyer and shall supersede all previous communications, representations, or agreements, either verbal or written, between the Seller and Buyer with respect to the Facility and this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed, all as of the day and year first above written.

WITNESSES:

CENTRAL MAINE POWER COMPANY

By: _____
C. E. Monty
Executive Vice President and Chief Operating Officer

Dated: 12/5/84

CITY OF LEWISTON, MAINE

By: _____
Administrator

Dated: 12-5-84

A true copy, Attest:

Gerald P. Berube
City Clerk
Lewiston, Maine

ATTACHMENT I: SPECIAL FACILITIES

If Special Facilities, as provided in this Agreement, are required, Seller and Buyer shall enter into a separate rental, lease or reimbursement agreement. Such agreement shall be deemed to become part of this agreement as Attachment I, and is incorporated herein by reference.

ATTACHMENT II

Buyer agrees to pay for Firm Power delivered from Seller's Facility during the term of this Agreement in accordance with the Rate Schedule set forth below; provided, however, in the event that the Maine Public Utilities Commission establishes within six calendar months of the date hereof "standard long-term avoided cost rates" for Buyer's fourth 50 megawatt decrement, or a decrement which includes the fourth 50 megawatt decrement if a fourth 50 megawatt decrement is not used, the annual Rate for Firm Power delivered to Buyer from Seller's Facility during the term of this Agreement shall equal 100% of the fourth 50 megawatt decrement rate, or such decrement which includes the fourth 50 megawatt decrement, as established by the Commission. In the event that the Commission does establish such a rate within six calendar months of the date hereof, it shall become part of this Agreement on the date that the Commission order setting such rate becomes final. On the date that the Commission order setting such rate becomes final, the Rate Schedule set forth below shall be void and of no effect.

RATE SCHEDULE
(1987-1998)

Year of Generation	Rate
1987*	3.82
1988*	6.43
1989	9.06
1990	9.69
1991	7.31
1992	9.12
1993	10.05
1994	9.57
1995	10.15
1996	10.06
1997	10.89
1998	12.52

* Assuming Initial Date of Delivery occurs prior to 1989.

ATTACHMENT III

DIAGRAM OF THE FACILITY'S INTERCONNECTION EQUIPMENT AND METERS

(To be completed prior to Initial Date of Delivery)

ATTACHMENT IV: OPERATING LIMITS

Regulation will be set so as to optimize the use of this water storge facility as coordinated with the other storage facilities at the upper Androscoggin River.

Exhibit O

SHORT TERM
POWER PURCHASE AGREEMENT

BETWEEN

THE CITY OF LEWISTON, MAINE

AND

CENTRAL MAINE POWER COMPANY

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Appendices:

A	Special Facilities

THIS AGREEMENT, entered into on this 5th day of December, 1984, is between the CITY OF LEWISTON, MAINE (hereinafter referred to as "Seller") and CENTRAL MAINE POWER COMPANY (hereinafter referred to as "Buyer").

WHEREAS Buyer is entering into this Agreement in order to lessen Buyer's dependence upon foreign supplies of fuel oil and the uncertainties inherent in such foreign supplies, without waiving any claim it may have as to the validity of §210 of the Public Utility Regulatory Policies Act of 1978 (16 U.S.C.A.§824a-3), the Small Power Production Facilities Act (35 M.R.S.A. Chapter 172), and regulations promulgated thereunder; and

WHEREAS Seller owns and operates a municipal pumping station for the generation of electric power at Lewiston, Maine ("Facility"); and

WHEREAS Seller, Buyer and Union Water-Power Company (hereinafter referred to as "Union") entered into an agreement dated June 1, 1956 (hereinafter the "1956 Agreement") under the terms of which Union made available to Seller Surplus Water, as defined therein, from which Seller generated electric energy at its Facility and sold such energy to Buyer; and

WHEREAS, by letter dated June 21, 1957, said 1956 Agreement was extended from year to year until cancelled by either party by providing six months written notice to the other party; and

WHEREAS, Seller, by letter dated November 30, 1984, has given or will give Buyer six months written notice of cancellation of said 1956 Agreement; and

WHEREAS Seller desires to sell Buyer electric energy generated at its Facility from Surplus Water made available to it from Union and Buyer desires to purchase such electric energy on new terms and conditions;

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

ARTICLE I: DEFINITIONS

The following terms shall have the following meanings under this Agreement, Appendices and attachments hereto.

"Average Accuracy" has the same meaning as the term is defined in Chapter 32, §3.B.5, of the Rules and Regulations of the Maine Public Utilities Commission, as now in effect or as subsequently modified or amended, or any successor rule or regulation.

"Facility" is all of the Seller's plant and equipment, including without limitation its existing municipal pumping station and existing water intake located on the Androscoggin River in Lewiston, Maine, used to provide energy and capacity to the Buyer.

"Fixed Scheduled Energy" is electric energy, expressed in kilowatt hours ("kWh"), guaranteed to be delivered by Seller to Buyer at the Point of Delivery, in the quantities and at the times specified in this Agreement, less any transformer and any line losses between the Point of Metering and the Point of Delivery.

"Intermittent Energy" is electric energy, expressed in kWh, to be delivered by Seller to Buyer at the Point of Delivery, on a when, as, and if available basis, less any transformer losses and any line losses between the Point of Metering and the Point of Delivery.

"Point of Delivery" is the location where the Seller's Interconnection Equipment is connected to the Buyer's system.

"Point of Metering" is the location of the meter(s).

"Power Year" is a twelve-month period of time commencing immediately after midnight on November 1 and ending at midnight on October 31 of the following year;

"Prudent Electrical Practice" means those practices, methods and equipment, as changed from time to time, that are commonly used in prudent electrical engineering and operations to operate electric equipment lawfully and with safety, dependability, efficiency and economy; and that are in accordance with the National Electrical Safety Code, the National Electrical Code or any other applicable Federal, State and Local government codes.

"Scheduled Maintenance Periods" are those times during which the Facility is shut down for routine maintenance operations with the advance approval of Buyer as provided in Article XI.

"Seller's Interconnection Equipment" is all equipment and facilities owned or operated by Seller and located on Seller's side of the Point of Delivery required to be installed solely to interconnect and deliver power to Buyer's system including, but not limited to, connection, transformation, switching, protective relaying and safety equipment.

"Special Facilities" are interconnection facilities furnished by Buyer at Seller's expense either at Seller's request or because, in Buyer's sole judgment, such facilities are necessary or convenient additions to or reinforcement of

Buyer's system all as provided in Appendix A.

"Surplus Water" shall mean water made available to Seller by Union in excess of the amount of water to which the Seller is entitled under the provisions of an Indenture dated May 5, 1877, by and between The Franklin Company and Seller, as amended by Indenture dated as of June 21, 1937 (but actually dated and executed April 11, 1939), plus the amount of water necessary to meet the requirements of such other mill owners as have indentures with Union covering the use of water.

"System Emergency" means a condition on a Buyer's system which is likely to result in imminent significant disruption of service to customers or is imminently likely to endanger life or property.

"System Pre-Emergency" means a condition on Buyer's system prior to a System Emergency which could reasonably be expected to lead to a System Emergency.

ARTICLE II: TERM

The term of this Agreement shall commence on the date hereof and shall terminate on the date when Seller's Facility is demolished pursuant to the terms of the Project Agreement dated December 5, 1984 and executed concurrently herewith.

Seller agrees to deliver and sell and Buyer agrees to accept and purchase the Intermittent Energy generated from Surplus Water used by Seller's Facility. However, if such deliveries have not commenced within three months from the scheduled date of delivery as provided for in Article III, this Agreement shall terminate, unless extended by mutual agreement of Buyer and Seller.

Notwithstanding the foregoing, in the event that the Project Agreement dated December 5, 1984 between Buyer and Seller is terminated for any reason, this Agreement shall be void.

ARTICLE III: SALE OF POWER; SURPLUS WATER

Seller shall commence deliveries to Buyer on June 1, 1985.

Seller agrees to deliver and sell to Buyer and Buyer agrees to accept and purchase from Seller the Intermittent Energy generated from Surplus Water made available to and used by Seller's Facility. Buyer agrees to pay for such Intermittent Energy at the short-term energy rate in effect at the time of the delivery of said energy, as established by the Maine Public Utilities Commission pursuant to Section 4(C)(3)(a) of Chapter

36 of the Commission's Rules and Regulations, less $.0075 per horsepower hour for the cost of the Surplus Water used by Seller to generate such Intermittent Energy. Buyer agrees to make water available or cause to be made available surplus water to the same extent as surplus water was made available to Seller under the 1956 Agreement during the term hereof.

The number of horsepower-hours of Surplus Water used by Seller to generate Intermittent Energy shall be determined by measuring the gross electrical generation of the Seller's generator in kilowatt-hours between the hours of 6AM and 6PM of each and every day and applying the following conversion factor:

$$\text{Billable (Kilowatt-hours)} \times \frac{\text{(1 Horsepower-hour)}}{\text{(.746 Kilowatt-hours)}} = \text{Horsepower-hours}$$

Gross electrical generation shall mean the total electrical output of the Seller's generator during the period of 6AM to 6PM and shall be measured by a recording type kilowatt-hour meter (KWH meter) approved by Buyer or by the methodology in use under the 1956 Agreement. The KWH meter shall be electrically connected as near as possible to the actual terminals of the Seller's generator so as to include all electrical loads served by the generator. In the event that some electrical loads are served by the generator and are not metered by the KWH meter, these loads will be, at Buyer's discretion, either individually metered or estimated and added to the KWH meter reading in order to obtain gross electrical generation. Buyer shall have the right to inspect, test, calibrate, and verify all metering equipment and connections associated with determining the gross electrical generation.

Seller agrees to use its best efforts to generate at maximum output during peak load days when requested by Buyer.

ARTICLE IV: BILLING AND PAYMENT

Buyer shall provide a monthly statement to Seller within 10 working days of the date the meter(s) was read which shows the kilowatt-hours delivered to Buyer during the previous monthly billing period. Seller shall use this statement to compute charges for Intermittent Energy delivered to Buyer. Seller shall then send a monthly billing statement to Buyer within 10 days from receipt of said statement. Buyer shall pay all such bills properly rendered under this Agreement within 30 days from receipt of the billing statement.

Buyer shall have the right to set off at anytime against any and all amounts which may be due and owing from Buyer to Seller under this Agreement: (1) any and all amounts owed by

Seller to Buyer for the purchase of electricity, and (2) the full amount of any and all materials, equipment or services for which payment is past due.

In the event adjustments to billing statements are required as a result of corrected measurements made with respect to inaccurate meters, the parties shall use the corrected measurements described in Article VI to recompute the amounts due from or to Buyer for the Intermittent Energy delivered under this Agreement during the period of inaccuracy. If the total amount, as recomputed, due from a party for the period of inaccuracy varies from the total amount due as previously computed, and payment of the previously computed amount has been made, the difference in the amounts shall be paid to the party entitled to it within 30 days after the paying party is notified of recomputation.

ARTICLE V: NOTICES

All notices under this Agreement shall be deemed sufficient if sent by U. S. mail, first class, postage prepaid, as follows:

To Seller: City Administrator
City of Lewiston, Maine
Lewiston, Maine 04240

To Buyer: Executive Vice President
Central Maine Power Company
Edison Drive
Augusta, Maine 04336

Monthly billing statements shall be sent to:

Central Maine Power Company
Edison Drive
Augusta, ME 04336
Attention: System Operations/Cogeneration Billing

ARTICLE VI: METERING

The metering of Intermittent Energy supplied to Buyer shall be by meters and metering devices paid for by Seller and owned and maintained by Buyer. Seller shall pay Buyer for the operation and maintenance of Buyer's metering devices.

All meters used to determine the billing hereunder shall be sealed and the seals shall be broken only by Buyer and upon occasions when the meters are to be inspected, tested or adjusted.

Seller shall provide access for a representative of Buyer to the billing meters at all reasonable times for the purposes of reading, inspecting, testing and adjusting the same.

Buyer may make annual tests of the aforesaid metering equipment when at 750 volts and above and biennial tests of metering when at less than 750 volts. Upon request of Seller, Buyer will make additional tests. However, if Seller requests a test to be made within twelve months of a previous test, such test shall be at the expense of Seller if the meter proves to be accurate within 2% Average Accuracy. In the event errors greater than 2% Average Accuracy are discovered, the cost of the test shall be at the expense of Buyer. Unless the period of inaccuracy can be accurately determined as a basis for adjustments, retroactive billing adjustments for errors found as a result of any test shall be made for a period equal to one-half of the time elapsed since the last previous test, but not to exceed six months. Seller shall have the right to observe all tests. If the meter is found to be inaccurate or defective, it shall be adjusted, repaired or replaced, at Buyer's expense, in order to provide accurate metering.

Since "OUT" metering will be at 2,300 volts and Seller will be delivering electricity at 11,000 volts, the "OUT" meter readings will be reduced by two percent (2%) to account for transformer losses as provided for in Buyers Rules and Regulations, paragraph 12.8, filed with and accepted by the Maine Public Utilities Commission, as said Rules and Regulations may be subsequently modified and amended or in any successor Buyer Rules and Regulations.

ARTICLE VII: FACILITY AND EQUIPMENT DESIGN AND CONSTRUCTION; REQUIRED EQUIPMENT STANDARDS

Seller shall design, purchase, construct, install, own or operate the Facility needed to generate and deliver electricity, except for any Special Facilities constructed, installed and maintained by Buyer pursuant to Appendix A. The Seller's Interconnection Equipment shall meet Buyer's construction and safety requirements, including all standards of Prudent Electrical Practice.

When the interconnection between Seller's Facility and Buyer's system requires a tap to Buyer's transmission line that will become an integral part of Buyer's system, the tap must meet Buyer's construction and safety requirements and all standards of Prudent Electrical Practice. The total installed cost of the tap shall be paid for by Seller, and the tap will be owned by Buyer and maintained by Buyer at Seller's expense. Seller shall pay Buyer the monthly charge in effect at the time for maintenance of the tap.

Prior to accepting electricity generated by the Facility, Buyer, at Seller's expense, shall inspect Seller's Interconnection Equipment to determine if Buyer's construction and safety requirements and all standards of Prudent Electrical Practice are met. Buyer shall not be required to accept electricity from Seller's Facility until said requirements are met.

Seller shall not employ anything other than three phase generators without first obtaining express written permission from Buyer.

In the event the Facility incorporates a synchronous generator, Seller shall furnish, install, and maintain equipment necessary to establish and maintain synchronism with Buyer's system.

In order to protect the Buyer's system from property damage, to minimize the likelihood of injury to operating personnel and third parties, and to allow Buyer to maintain service to its non-generating customers in the event the Facility or Seller's Interconnection Equipment encounters operating difficulties, Seller shall, at its expense, provide, install, and maintain the following equipment insofar as required by Buyer:

1. A lockable main disconnect switch which provides visible isolation of Seller's generation from Buyer's system;

2. An automatic circuit breaker, activated by a power source independent of both Buyer's and Seller's A.C. Voltage source which will be triggered by the Protective Relay System under all fault conditions. The circuit breaker must also be suitable for use in synchronizing the Seller's generator to the Buyer's system;

3. Underfrequency and overfrequency protective relays to be used in conjunction with the automatic circuit breaker required under Paragraph 2;

4. Undervoltage and overvoltage protective relays to be used in conjunction with the automatic circuit breaker as required in Paragraph 2;

5. Potential and current transformers to be used for the above relaying, sized and connected as approved by Buyer; and

6. Other equipment as needed on a case-by-case basis.

For purposes of this Article VII, and Articles VI and X, Seller shall be deemed to meet the requirements hereof either if Seller shall provide, install and maintain the equipment described herein or if Seller shall operate the Facility on a

continually-manned basis as it is presenting operating the Facility under the 1956 Agreement.

The protective relay system required to detect faults on Buyer's system and to disconnect Seller's generation to protect the general public and Buyer's personnel must be approved by Buyer. Buyer will provide recommendations for relay settings for design, equipment selection, and routine maintenance. Seller will purchase, install, and maintain the protective relay system and maintain and make available to Buyer maintenance and test records. The protective relay system shall be given a functional test that is witnessed and approved by a Buyer representative before the generation is first connected to Buyer's system. The Seller will bear the cost of this witnessing and testing and any other assistance that may be requested of the Buyer before and after the system is made operational.

When induction generators are used, the Seller must notify the Buyer if he intends to install capacitors or other means of providing generator excitation either before initial operation or at a later time. The Buyer will deterine the requirements of the Interconnection Equipment after having been advised if capacitors are to be used.

ARTICLE VIII: MAINTENANCE OF AND MODIFICATIONS TO THE INTERCONNECTION

Seller shall maintain during the term hereof all Seller's Interconnection Equipment on the Seller's side of the visible disconnect that isolates the Seller's Facility from the Buyer's system.

In addition to the initial function testing and intertie inspection, the Seller shall arrange for an annual, visual inspection of all interconnection facilities and associated maintenance records. On the second annual inspection and every two years thereafter, a relay calibration test and operational test of the interconnection equipment shall be arranged by the Seller. The relay calibration tests must either be performed by a qualified contractor, approved by Buyer, or by Buyer's personnel. The relay system functional test must be performed by Buyer personnel after the relay calibration tests have been completed. The Seller will bear the cost of this testing and any other assistance that may be requested of Buyer before and after the system is made operational.

Seller shall have full responsibility for and control over this maintenance of the Facility, including Seller's Interconnection Equipment; provided, however, that if Buyer shall determine that in its judgment the Seller's Interconnection Equipment is in any substantial respect being

maintained otherwise than in accordance with Prudent Electrical Practice, it may so notify the Seller in writing. Within thirty (30) days of the date of such notification, Seller shall take all reasonable steps to bring its maintenance practices into conformity with the requirements of Prudent Electrical Practice and of this Agreement.

If Seller plans any additions, modifications or replacements to the Facility, including Seller's Interconnection Equipment, Seller shall give Buyer written notice of such planned additions, modifications or replacements. All such future additions, modifications or replacements must meet Buyer's construction and safety requirements, including all requirements of applicable National State and Local Electrical Codes and all standards of Prudent Electrical Practice.

Seller agrees to change its Facility or Seller's Interconnection Equipment as may be reasonably required by Buyer to meet changing requirements of Buyer's system.

ARTICLE IX: OPERATION OF THE FACILITY

To prevent the degradation of system voltage to Buyer's customers as a result of interconnecting with Seller's Facility, the Seller's synchronous generators shall generate such reactive power as may be reasonably necessary to maintain voltage levels and reactive area support. Seller must provide automatic voltage control equipment, if needed, to allow the Buyer to maintain distribution voltage within a band of -2% to + 5% of the nominal voltage of 120 volts so as to maintain customer voltage within ± 5%. If Seller becomes separated from Buyer's system and continues to generate energy thereby supplying his own load or his own load and local load normally supplied by the Buyer, Seller must maintain the same quality of energy as required by Prudent Electrical Practice. Voltage must be maintained in accordance with the standards given above and frequency must not deviate more than 2% from 60 cycles per second. No more than a 3% instantaneous variation in distribution voltage shall occur when connecting or disconnecting either a synchronous or an induction generator from the line.

Seller shall not energize a deenergized Buyer circuit. Seller agrees to hold Buyer harmless for any damages offered to Seller's Facility.

If, at any time, Buyer's customers are served by Seller's generation that has been separated from Buyer's system by automatic devices, Seller shall be liable for all damage or injury to property or persons caused by or resulting from Seller's generation and Seller shall indemnify and hold Buyer

harmless from all claims, demands, losses or damages caused by or resulting from Seller's generation.

Where Buyer furnishes electric service to Seller (kW, kWh, kvar or kvar-h), this service shall be metered, and Seller shall pay for this service at the rates in effect at the time.

If Buyer determines that any of the Seller's Interconnection Equipment fails to perform as designed, or that Seller has failed to perform proper testing or maintenance of such equipment, Buyer shall notify Seller to take corrective action. If Seller fails to take such corrective action within 10 days of the date of said notification, Buyer may open the interconnection between Seller and Buyer until compliance is accomplished. If Buyer determines that a modification to any of the Seller's Interconnection Equipment has been made so that performance is not as originally approved by Buyer, Buyer may, if such condition is not corrected after giving Seller as much advance notice to correct the condition as is practicable under the circumstances, open the interconnection between Seller and Buyer.

ARTICLE X: DELIVERIES

Seller shall deliver Intermittent Energy generated from Surplus Water used by Seller's Facility, at the Point of Delivery in the form of 3 phase 11,000 volt 60 Hertz electricity up to a maximum capacity of 1500 kVA which energy shall be delivered to Buyer at the point of connection of the line on the low side of the 2300-11,000 volt transformer serving Seller's generator to the generator side of the Buyer's fuse disconnect which also serves Seller's generator, as located adjacent to Buyer's river crossing structure on the easterly side of the Androscoggin River in Lewiston.

ARTICLE XI: CONTINUITY OF SERVICE

Buyer shall not be obligated to accept, and Buyer may require Seller to curtail, interrupt or reduce deliveries of Intermittent Energy in order to construct, install, maintain, repair, replace, remove, investigate or inspect any of Buyer's equipment or any part of Buyer's system or if Buyer determines that curtailment, interruption or reduction of deliveries of Intermittent Energy is necessary because of system Pre-Emergencies or System Emergencies or as otherwise required by Prudent Electrical Practices.

ARTICLE XII: LAND RIGHTS

Seller hereby grants, without cost to Buyer, for the term

of this Agreement, all necessary rights of way and easements in order to install, operate, inspect, maintain, replace and remove Buyer's metering equipment and Special Facilities, including adequate and continuing access rights on property of Seller. Seller agrees to execute such other grants, deeds or documents as Buyer may require to enable it to record such rights of way and easements.

If any part of the Special Facilities are to be installed on property owned by other than Seller, Seller shall procure from the owners thereof all necessary rights of way and easements for the construction, operation, maintenance and replacement of the Special Facilities upon such property in a form satisfactory to Buyer.

ARTICLE XIII: TERMINATION; MODIFICATION

In the event of any breach of any of the terms or conditions of this Agreement by either party, or in the event of any proceedings by or against either party in bankruptcy or insolvency or for appointment of any receiver or trustee or any general assignment for the benefit of creditors, the other party may terminate this Agreement and the breaching, bankrupt or insolvent party shall be liable to pay to the other party any costs or damages caused the other party as a result thereof.

If Buyer determines that the Facility or any equipment appurtenant thereto, is not performing as designed or that a modification has been made so that performance is not as originally approved by Buyer, Buyer may give Seller notice to open the interconnection between Seller and Buyer.

No modification to this Agreement shall be valid unless it is in writing and signed by both parties hereto.

This Agreement supersedes all previous agreements for the purchase of energy by the Buyer from the Seller's Faciliity.

ARTICLE XIV: GOVERNMENTAL JURISDICTION AND AUTHORIZATION

This Agreement is subject to the jurisdiction of those governmental agencies having control over either party or this Agreement. This Agreement shall not become effective until all required governmental authorizations and permits are first obtained and copies thereof are submitted to Buyer, if requested and until the Agreement and all provisions thereof, is authorized and permitted by such governmental agencies without change or condition.

ARTICLE XV: ASSIGNMENT

This Agreement shall not be assigned, pledged or transferred by either party without the written consent of the nonassigning party. All assignees, pledgees or transferees shall assume all obligations of the party assigning the Agreement. If this Agreement is assigned without the written consent of the nonassigning party, the nonassigning party may terminate the Agreement.

ARTICLE XVI: INDEMNITY

Each party shall indemnify the other party, its officers, agents, and employees against all loss, damage, expense, and liability to third persons for injury to or death of persons of injury to property, proximately cause by the indemnifying party's negligent construction, ownership, operation, or maintenance of any of such party's works or facilities used in connection with this Agreement; provided, however, that neither Buyer, nor its officers, agents, directors or employees shall be liable to Seller, its agents, officers, directors or employees for incidental, special, indirect or consequential damages of any nature connected with or resulting from performance of this Agreement. The indemnifying party shall, on the other party's request, defend any suit asserting a claim covered by this indemnity. The indemnifying party shall pay all costs that may be incurred by the other party in enforcing this indemnity.

ARTICLE XVII: INSURANCE

Seller shall continuously carry with a reputable insurance company or companies the following insurance:

(1) Bodily injury and property damage liability; including but not limited to Comprehensive General Liability, including premises operations and blanket contractual liability, Comprehensive Automobile Liability and Employer's Liability (hereinafter collectively "Liability Insurance"), and

(2) Workers' Compensation and Occupational Disease Insurance, including U.S. Longshoremen's and Harbor Workers' Compensation.

Liability insurance shall include: provisions or endorsements naming Buyer, its directors, officers and employees as additional insureds; provisions that such insurance is primary insurance with respect to the interest of Buyer and that any insurance maintained by Buyer is excess and not contributory insurance with the insurance required

hereunder; cross-liability or severability of insurance interest clause; and provisions that such policies shall not be cancelled or their limits of liability reduced without thirty (30) days prior written notice to Buyer. A copy of each such insurance policy, certified as a true copy by an authorized representative of the issuing insurance company or at the discretion of Buyer, in lieu thereof, a certificate in form satisfactory to Buyer certifying to the issuance of such insurance, shall be furnished to Buyer on or before the Initial Date of Delivery, provided, however, that Seller may self insure with respect to Employer's Liability so long as such self insurance meets all requirements of law regarding self insurance for Employer's Liability. Initial limits of liability shall be $1,000,000 General Liability, with a $4,000,000 override, excess liability, or supplemental coverage policy, which limits may be required to be increased by Buyer's giving Seller ninety (90) days notice, and $300,000 Automobile Liability, and $250,000 Employer's Liability, which limits shall be increased in accordance with statutorily or judicially imposed increases in municipal liability limits and in accordance with liability limits generally maintained by municipalities of comparable size.

ARTICLE XVIII: FORCE MAJEURE

As used in this Agreement, "Force Majeure" means unforeseeable causes beyond the reasonable control of and without the fault or negligence of the party claiming Force Majeure. It shall include, without limitation, fire, explosion, riot, failure or interruption of services, sabotage, strikes, acts of God, drought or accidents, appropriation or diversion of water or electricity by rule or order of any governmental authority having jurisdiction thereof, and failure to deliver electricity during such time as it may be obliged to temporarily discontinue delivering the electricity hereby contracted for on account of system operating conditions and in the case the service is so interrupted.

If either party is rendered wholly or partly unable to perform its obligations under this Agreement because of Force Majeure, that party shall be excused from whatever performance is affected by the Force Majeure to the extent so affected, provided that:

(A) the non-performing party, promptly after the occurrence of the Force Majeure, gives the other party written notice describing the particulars of the occurrence;

(B) the suspension of performance be of no greater scope and of no longer duration than is required by the Force Majeure;

(C) no obligations of either party which arose before the occurrence causing the suspension of performance be excused as a result of the occurrence; and

(D) the non-performing party use its best efforts to remedy its inability to perform.

ARTICLE XIX: LIABILITY; DEDICATION

(A) Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any person not a party to this Agreement.

(B) No undertaking by one party to the other under any provision to this Agreement shall constitute the dedication of that party's system or any portion thereof to the other party or to the public, nor affect the status of Buyer as an independent public utility corporation, or Seller as an independent individual or entity.

(C) Buyer's review or acceptance of the Seller's Facility, including its specifications, or Seller's Interconnection Equipment shall not be construed as confirming nor endorsing the design nor as any warranty of safety, durability or reliability of the Facility, or any portion thereof. Buyer shall not, by reason of such review or failure to review, be responsible for the strength, safety, details of design, adequacy or capacity nor shall Buyer's acceptance be deemed to be an endorsement. Seller agrees to change its Interconnection Equipment as may be reasonably required by Buyer to meet changing requirements of Buyer's system.

ARTICLE XX: SEVERAL OBLIGATIONS

Except where specifically stated in this Agreement to be otherwise, the duties, obligations and liabilities of the parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership, or joint venture or impose a trust or partnership duty, obligation or liability or agency relationship on or with regard to either party. Each party shall be individually and severally liable for its own obligations under this Agreement.

ARTICLE XXI: WAIVER

Any waiver at any time by either party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter.

ARTICLE XXII: CAPTIONS

All indexes, titles, subject headings, section titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the meaning of the contents or scope of this Agreement.

ARTICLE XXIII: CHOICE OF LAWS

This Agreement shall be construed and interpreted in accordance with the laws of the State of Maine, excluding any choice of law rules which may direct the application of the laws of another jurisdiction.

ARTICLE XXIV: SEVERABILITY

In the event any of the terms, covenants, or conditions of this Agreement, its Appendices, or the application of any such term, covenant, or condition shall be held invalid by any court or agency having jurisdication, all other terms, covenants, and conditions of this Agreement and their application shall not be affected thereby, and shall remain in force and effect; provided that, inasmuch as this Agreement is entered into with the understanding that each term hereof is in consideration of each and every other term, Buyer reserves the right to terminate this Agreement at its convenience if any court or agency having jurisdiction should modify or restrict this Agreement.

ARTICLE XXV: INTEGRATION

The terms and provisions contained in this Agreement between the Seller and Buyer constitute the entire Agreement between the Seller and Buyer and shall supersede all previous communications, representations, or agreements, either verbal or written, between the Seller and Buyer with respect to the Facility and this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed, all as of the day and year first above written.

WITNESSES:

CENTRAL MAINE POWER COMPANY

By: 12/5/84
~~Senior~~ Executive Vice President

CITY OF LEWISTON, MAINE

By: 12-5-84
Administrator

UNION WATER-POWER COMPANY

By: 12/5/84
President

A true copy, Attest:

Gerald P. Berube
City Clerk
Lewiston, Maine

APPENDIX A: SPECIAL FACILITIES

If Special Facilities, as provided in this Agreement, are required, Seller and Buyer shall enter into a separate rental, lease or reimbursement agreement. Such agreement shall be deemed to become part of this agreement as Appendix A, and is incorporated herein by reference.

Exhibit P

INDENTURE

THIS INDENTURE, made as of the day of , 19 , by and between THE UNION WATER-POWER COMPANY, a corporation organized and existing under the laws of the State of Maine and having its principal place of business in Lewiston, in the County of Androscoggin, in said State of Maine (sometimes hereinafter called the "Grantor"), and CITY OF LEWISTON, a municipal corporation established pursuant to the laws of the State of Maine and having its principal office in said Lewiston (hereinafter sometimes called the "Grantee");

WITNESSETH, THAT:

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

WHEREAS, Grantor has, by deed executed contemporaneously herewith and to be recorded following the recording of the aforesaid deed of Grantee to Grantor and prior to the recording of this Indenture, conveyed to Grantee certain water rights in and to the Androscoggin River, in said Lewiston,

NOW, THEREFORE, said The Union Water-Power Company, and said City of Lewiston, agree as follows:

1. In part consideration of the said conveyance of water rights, Grantee shall pay to Grantor, annually on a

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calendar-year basis, an amount equal to the lesser of: (a) Thirty-six thousand dollars ($36,000.00) adjusted to reflect the percent increase or decrease in the Gross National Product implicit price deflator from 1985 through the year for which payment is made, and (b) Grantor's actual expenses in maintaining the canal system described in a certain deed dated December 5, 1878, given by the Franklin Company to Grantor, and recorded in Androscoggin County Registry of Deeds, in Book 95, Page 411, multiplied by a fraction, (i) the numerator of which is the number of kilowatt hours of electricity generated by said Androscoggin Upper generating facilities described as Parcel II.C in a certain Indenture by and between Lewiston Community Enterprises, Inc., and Central Securities Corporation dated November 2, 1964, and recorded in Androscoggin County Registry of Deeds, in Book 927, Page 71, during the year for which payment is made, and (ii) the denominator of which is the total number of kilowatt hours of electricity generated by all generating sites operating on said canal system in such year. Grantor will submit to Grantee its bill for such amount on or before January 31 of the year following the year for which payment is made. Grantee shall pay such bill on or before the following February 28.

2. All covenants, promises and agreements hereinbefore contained shall be binding upon and run to the successors and assigns of the parties, respectively, with the same effect as those so stated at length in every case.

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IN WITNESS WHEREOF, said The Union Water-Power Company has caused this instrument to be signed in its corporate name and sealed with its corporate seal by its officer hereunto duly authorized, and in acceptance of the obligations imposed on it by this Indenture, said City of Lewiston has caused this instrument to be signed in its corporate name and sealed with its corporate seal by its officer hereunto duly authorized, as of the day and year first above written.

SIGNED, SEALED and DELIVERED
In the Presence Of:

THE UNION WATER-POWER COMPANY

_____

By: _____
Its

CITY OF LEWISTON

_____

By: _____
Its

STATE OF MAINE
ss. , 198

Personally appeared the above-named of The Union Water-Power Company and acknowledged the foregoing instrument to his fee act and deed in his said capacity and free act and deed of said corporation.

Before me,

_____
Notary Public
Print name: _____

STATE OF MAINE
, ss. , 198

Personally appeared before me the above-named of the City of Lewiston and acknowledged the foregoing Indenture by him signed to be his free act and deed

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in said capacity and the free act and deed of said City of Lewiston.

Before me,

_____
Notary Public
Print name:_____

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Exhibit Q

LEASE

THIS LEASE, by and between CENTRAL MAINE POWER COMPANY, a corporation organized and existing under the laws of the State of Maine and having its principal place of business in Augusta, in the County of Kennebec and State of Maine, and CITY OF AUBURN, a municipal corporation established under the laws of the State of Maine and having its principal office in Auburn, in the County of Androscoggin, in said State of Maine,

W I T N E S S E T H, T H A T:

Said Central Maine Power Company does hereby lease to said City of Auburn and said City of Auburn does hereby take and hire from said Central Maine Power Company the following described premises for the rental amount and term of years and upon the further conditions hereafter recited in this Lease:

Two certain lots or parcels of land situated in said Auburn, and bounded and described as follows:

Parcel No. 1

Beginning at a point on the easterly line of land conveyed by the Franklin Company to Ferdinand Penley by a quit-claim deed numbered 900 dated March 3, 1890 and recorded in the Androscoggin County Registry of Deeds in book 75, page 478, said point being one hundred and twenty (120) feet northerly from, measured at right angles to, the northerly line of a proposed street known as Cushing Street; thence in a northerly direction, by said Penley's land, two hundred twenty-three and forty-seven hundredths (223.47) feet to the southwesterly corner of land conveyed by said Franklin Company to Eugene W. Penley by a quit-claim

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deed numbered 1222, dated June 20, 1909 and recorded in said Registry of Deeds in book 165, page 217; thence in an easterly direction, by said Penley's land, one hundred (100) feet; thence in a northerly direction, by said Penley's land, fifty (50) feet to the southerly line of land conveyed by said Franklin Company to the said Ferdinand Penley by a quit-claim deed numbered 891 dated February 28, 1890 and recorded in said Registry of Deeds, book 137, pages 64 to 66; thence in an easterly direction by said Penley's land, one hundred ninety-nine and sixty-six hundredths (199.66) feet, said point being two hundred (200) feet southerly from the center-line of location of the Maine Central Railroad, measured at right angles to the said center-line, at a point in said center-line which is four hundred and two (402) feet westerly from the easterly face of the bridge abutment located on the westerly side of the Androscoggin River; thence in a northerly direction, by said Penley's land, one hundred and fifty-six (156) feet to the southerly line of location of said Maine Central Railroad; thence in an easterly direction by the southerly line of location of said Maine Central Railroad, to the Androscoggin River; thence down said River to a point one hundred and twenty (120) feet northerly from, measured at right angles to, the said northerly line of Cushing Street extended; Thence in a westerly direction parallel to and one hundred and twenty (120) feet northerly from the said northerly line of Cushing Street extended and Cushing Street to the point of beginning.

The above described lands are leased subject to all rights, either by way of easement, fee or other estate, owned by the City of Lewiston in a strip of land running across said described premises from the southerly line of location of Maine Central Railroad to Androscoggin River, acquired by said City under and in accordance with a Taking of Land dated August 4, 1899 and recorded in said Registry of Deeds in Book 183, pages 280 and 281 or however otherwise acquired and all covenants anywhere in this deed contained are to be construed accordingly.

The above-described Parcel No. 1 is the real estate, subject to the reservations and exceptions described hereinabove, conveyed to Grantor herein by Franklin Company, of Lewiston, Maine, by deed dated August 26, 1939, and recorded in said Registry of Deeds, in Book ___, Page ___.

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Parcel No. 2

Beginning at a point on the southerly line of the Maine Central Railroad, which point is forty-four (44) feet southerly as measured at right angles from a point of reference in the center line of the main track of the said Maine Central Railroad; said point of reference being four hundred and two (402) feet westerly from the easterly face of the bridge abutment located on the westerly side of the Androscoggin River; thence in a southerly direction along land conveyed to this Grantee by Franklin Company by deed #1778 dated August 26, 1939, and recorded in Androscoggin County Registry of Deeds, Book 502, Page 290, a distance of one hundred fifty-six (156) feet to an iron pipe set in the ground; thence westerly by said land of the Grantee, one hundred ninety-nine and sixty-six hundredths (199.66) feet to the northeasterly corner of land conveyed by Franklin Company to Eugene W. Penley by deed #1222, dated June 20, 1908, and recorded in said Registry of Deeds, Book 165, Page 217; thence southerly along the east line of land conveyed to said Penley by deed #1222, a distance of fifty (50) feet to an iron pin set in the ground; thence westerly along the southerly line of said land conveyed to said Penley by deed #1222, a distance of forty-seven and three-tenths (47.3) feet; thence northerly at an interior angle of 91° 20' about two hundred six (206) feet to the southerly line of land of said Maine Central Railroad; thence in an easterly direction by the southerly line of said land of Maine Central Railroad, a distance of about two hundred sixty (260) feet, to the point of beginning.

The above-described Parcel No. 2 is the real estate conveyed to Grantor herein by E. W. Penley, of said Auburn, and described in a certain deed dated June 8, 1961, and recorded in said Registry of Deeds in Book 851, Page 51.

Excepting and reserving from the aforesaid lease of Parcel No. 1 and Parcel No. 2 the portion of said premises conveyed by said Central Maine Power Company to Auburn Urban Renewal Authority, a public body corporate and politic, by deed dated May 6, 1970 and recorded in Androscoggin County Registry of Deeds, in Book ___, Page __.

Further excepting and reserving from the aforesaid lease of Parcel No. 1 and Parcel No. 2 the substation facilities of said Central Maine Power Company located on said premises and the land on which said substation

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is situated, and any additional land (not exceeding an area that is within thirty (30) feet from the existing fence line around said substation in the easterly, northerly, and westerly directions) at any time deemed by said Central Maine Power Company to be necessary for expansion or replacement of said substation.

And further excepting and reserving to the Grantor, its successors and assigns, the perpetual right and easement to repair, replace, operate and maintain its electric distribution and/or transmission lines, together with appurtenant equipment and facilities connected therewith, as the same are now or hereafter may be located over, along and across the premises hereby leased; provided, however, that nothing herein contained shall permit Grantor, its successors and assigns, to locate electric distribution and/or transmission lines on the premises hereby leased except as they are now located and within a strip fifty (50) feet on either side, as measured at right angles to, the center line of said distribution lines; also the right to keep said premises within said one hundred (100) foot strip free from any excavation and unoccupied by any buildings, structures, or other materials, excepting, however, existing buildings and structures; and the right to cut, trim, and by such means, regulate and control the growth of, and remove from said one hundred (100) foot strip such trees, branches and underbrush, all as may, in the opinion of the Grantor, its successors and assigns, interfere with or endanger the operation and maintenance of said electric lines, and as the Grantor, its successors and assigns, may deem necessary; together with the right to enter upon the premises herein leased at any and all reasonable times for any and all of the foregoing purposes, and for inspection of interconnection equipment and for metering purposes.

And further excepting and reserving from the aforesaid lease of Parcel No. 1 and Parcel No. 2 the right of said Central Maine Power Company, its successors and assigns, to enter on the leased premises on foot or by vehicle or otherwise at any time and from time to time, for the purpose of inspecting, maintaining, repairing, or replacing said substation and transmission and distribution facilities, to store temporarily equipment and vehicles on the leased premises for any of the aforesaid purposes.

Together with such rights of access to and from the leased premises as the Grantor can transfer to the Grantee as Lessee.

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The aforesaid Lease is further subject to the provisions of a certain agreement, dated as of December 1, 1970 by and between said Central Maine Power Company and Auburn Heritage Inc., a Maine non-profit corporation, of Auburn, Maine, which agreement is recorded in said Registry of Deeds, in Book ___, Page ___.

The term of this Lease shall be fifty (50) years from the date hereof. At the end of the term of this Lease, said City of Auburn shall have the right, if this Lease is not renewed by the parties, to remove any structures or equipment (other than structures and equipment owned by said Central Maine Power Company) located on the leased premises.

The annual rental payments under this Lease shall be equal to the annual municipal property taxes assessed against the leased premises by said City of Auburn and shall be payable in the installments and on the date or dates that municipal property taxes are payable to said City of Auburn, it being the intent of the parties that the rental payments made under this Lease in any calendar or fiscal year shall equal the municipal property taxes payable to said City of Auburn in the same calendar or fiscal year.

Said City of Auburn assumes all liability for injury or damage to third parties on the leased premises (except injury or damage caused by property of said Central Maine Power Company or an affiliate on the leased premises) and hereby agrees to defend, indemnify, and save harmless said Central Maine Power Company and its affiliates, and their successors and assigns, from and against any and all claims, judgments,

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costs, or expenses of any kind (including reasonable attorneys' fees and expenses incurred to defend against any such claim and to enforce this agreement to indemnify and save harmless) which may be asserted against said Central Maine Power Company or any affiliate arising (or alleged to have arisen) in any way any event, occurrence or incident taking place on the leased premises, except that said City of Auburn shall have no responsibility for defending or indemnifying against claims arising out of the use or neglect of the substation, transmission lines, or other facilities owned or maintained by Central Maine Power Company or out of the negligence or other misconduct of Central Maine Power Company employees or other persons using the leased premises for purposes solely related to the installation, maintenance, or other use of facilities solely within the control of Central Maine Power Company.

IN WITNESS WHEREOF, said Central Maine Power Company and said City of Auburn have caused their corporate names to be signed and their seals to be affixed hereto by officers hereunto duly authorized, this day of , 19 .

SIGNED, SEALED and DELIVERED
In the Presence of:

CENTRAL MAINE POWER COMPANY

_____

By: _____

Its

CITY OF AUBURN, MAINE

_____

By: _____

Its

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STATE OF MAINE
ANDROSCOGGIN, ss. , 198

Personally appeared the above-named _____, _____ of said City of Auburn, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and a free act and deed of said City of Auburn.

Before me,

_____

Notary Public
Print Name:_____

ERCE, ATWOOD,
RIPNER, ALLEN,
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AMENDMENT #1

AMENDMENT TO PROJECT AGREEMENT

THIS AMENDMENT, made this 14th day of April, 1986, by and between the CITY OF LEWISTON, Maine, a municipal corporation established pursuant to the laws of the State of Maine and having its principal office in Lewiston, in the County of Androscoggin and State of Maine ("Lewiston"), LEWISTON COMMUNITY ENTERPRISES, INC., a local development corporation organized and existing under the provisions of Chapter 54 of the Revised Statutes of Maine, 1954, as amended, and having its principal office in said Lewiston ("LCE"), and the CITY OF AUBURN, Maine, a municipal corporation established pursuant to the laws of the state of Maine and having its principal office in Auburn, in said County of Androscoggin and State of Maine ("Auburn"), on the one hand, and CENTRAL MAINE POWER COMPANY, a corporation organized and existing under the laws of the State of Maine and having its principal place of business in Augusta, in the County of Kennebec in said State of Maine ("CMP"), THE UNION WATER-POWER COMPANY, a corporation organized and existing under the laws of the State of Maine and having its principal place of business in said Lewiston ("Union"), CUMBERLAND SECURITIES CORPORATION, a corporation organized and existing under the laws of the State of Maine and having its principal place of business in said Augusta ("Cumberland"), and CENTRAL SECURITIES CORPORATION, a corporation organized and existing under the laws of the State

of Maine and having its principal place of business in said Augusta ("Central"), on the other hand;

W I T N E S S E T H , T H A T :

WHEREAS, on December 5, 1984, Lewiston, LCE, Auburn, CMP, Union, Cumberland, and Central entered into a Project Agreement providing generally for the construction of a hydroelectric project in Lewiston, Maine, to be called the "Lewiston Falls Hydroelectric Project" (the "Project"); and

WHEREAS, Paragraph 15.A of the Project Agreement provides for the purchase by CMP, for a term ending on December 31, 1998, of power generated by the Androscoggin Upper generating facility, "at a rate equal to the current fourth decrement long-term avoided cost rate published by CMP or such other fourth decrement long-term avoided cost rate for CMP as is set by the Maine Public Utilities Commission [the "Commission"] within six (6) months following the date hereof, under a power purchase agreement with Lewiston"; and

WHEREAS, the Commission in its Order of May 30, 1985, in Docket No. 84-234, determined fourth decrement long-term avoided cost rates for CMP effective June 7, 1985, or such subsequent date as the Secretary of State approves; and

WHEREAS, an uncertainty has arisen concerning the application of Paragraph 15.A of the Project Agreement in light of the Commission's May 30, 1985 Order and its effective date of June 7, 1985, or later; and

WHEREAS, Lewiston and CMP have mutually agreed to resolve that uncertainty as provided herein; and

WHEREAS, under Paragraph 26(c) thereof, the Project Agreement can be amended by a written instrument signed by all parties.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the parties hereto agree as follows:

1. The Project Agreement is hereby amended by deleting therefrom Paragraph 16 and by substituting in place thereof a new Paragraph 16 as set forth on Exhibit A hereto.

2. The Project Agreement is hereby further amended by deleting therefrom Exhibit P, referred to in said Paragraph 16, and by substituting in place thereof a new Exhibit P as set forth in Exhibit B hereto.

3. The Project Agreement is hereby further amended by deleting therefrom Paragraph 15.A and by substituting in place thereof a new Paragraph 15.A as set forth in Exhibit C hereto.

4. The Project Agreement is hereby further amended by deleting therefrom ATTACHMENT II to Exhibit N, referred to in said Paragraph 15.A, and by substituting in place thereof a new ATTACHMENT II as set forth in Exhibit D hereto.

5. CMP warrants and represents that the Schedule attached as Exhibit E to this Amendment, together with the explanatory letter of October 22, 1985, from Gerald C. Poulin to Laurie R. Windsor, attached as Exhibit F to this Amendment, reflects CMP's best estimate of the present value of the differential in costs to Lewiston, over the period specified, under the Commission-set rate as opposed to the negotiated rate (columns

1 through 5, inclusive), and CMP's best estimate of the present value of the savings to Lewiston over the period specified of relieving Lewiston of the requirement to share canal maintenance expense until January 1, 2000, as provided in revised Paragraph 16 of the Project Agreement (columns 10 through 13, inclusive).

IN WITNESS WHEREOF, the parties have caused this Amendment to be signed in their corporate names and sealed with their corporate seals on the date first above written.

SIGNED, SEALED and DELIVERED
In the Presence Of:

Gerald P. Berube

Gerald P. Berube

Gerald P. Berube

Charlotte C. Stevens

Kimball T. Jenney

CITY OF LEWISTON, MAINE

By: _____
Its Mayor

LEWISTON COMMUNITY
ENTERPRISES, INC.

By: _____
Its President

CITY OF AUBURN, MAINE

By: _____
Its Mayor

CENTRAL MAINE POWER COMPANY

By: _____
Its Vice President

THE UNION WATER-POWER COMPANY

By: _____
Its President

FILE NO: 17-84-86 E

Rec'd MAY 1 1986

Deputy City Clerk, Lewiston, Maine

CUMBERLAND SECURITIES CORPORATION

Gloria Small

By: _____
Its Vice Pres.

CENTRAL SECURITIES CORPORATION

Gloria Small

By: _____
Its Vice Pres.

STATE OF MAINE
ANDROSCOGGIN , SS.

March 18 , 1986

Personally appeared the above-named Alfred A. Plourde, Mayor of City of Lewiston and acknowledged that the foregoing Agreement to be his free act and deed in his said capacity and the free act and deed of said municipal corporation.

Before me,

_____
Notary Public
Print name: Gerald P. Berube

STATE OF MAINE
Kennebec , SS.

April 15, 1986

Personally appeared the above-named Ralph L. Bean, Vice President of Central Maine Power Company and acknowledged the foregoing Agreement to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

_____
Notary Public
Print name: William M. Finn
NOTARY PUBLIC
My Commission Expires September 15, 1991

Exhibit A

16. Canal Maintenance.

Because Lewiston will be the owner of an important generating facility on the canal system owned by Union, Lewiston has agreed to share in the costs of maintaining the canal system from and after January 1, 2000. From and after January 1, 2000, Lewiston shall pay to Union an annual maintenance fee, determined on a calendar-year basis, which annual maintenance fee shall be the lesser of: (a) $36,000 adjusted annually in proportion to the increase or decrease in the Gross National Product implicit price deflator from 1985 to the year for which such maintenance fee is paid, and (b) the actual maintenance expense of Union for the canal system, as determined by Union, multiplied by a fraction, (i) the numerator of which is the energy output of the Androscoggin Upper generating facilities for such year expressed in kilowatt hours, and (ii) the denominator of which is the total energy output of all generating facilities on the canal system for such year, expressed in kilowatt hours. Union shall submit its statement for the maintenance fee by January 31 of the year following the calendar year for which such fee is assessed, the first such calendar year being the year 2000, and Lewiston shall pay the maintenance fee reflected in such statement on or before the following February 28. The maintenance fee shall be prorated for any partial year. Lewiston shall have the right, on reasonable notice and at reasonable times during Union's

normal business hours, to inspect the books and records of Union to verify the costs and expenses of canal maintenance determined by Union. Lewiston's obligation to pay the aforesaid maintenance fee shall be reflected in an indenture substantially identical to the Indenture annexed hereto as Exhibit P and incorporated herein by reference. Said Indenture shall be executed at the Closing but shall not be dated at such time. Said Indenture shall be held in escrow by counsel for CMP and counsel for Lewiston and shall be dated as of the date on which the Project facilities are first turned over to the CMP System Operations Department for dispatch. Said Indenture shall be recorded on the date on which the Project facilities are first turned over to the CMP System Operations Department for dispatch, or as soon thereafter as is reasonably practicable.

Exhibit B

Exhibit P

INDENTURE

THIS INDENTURE, made as of the day of , 19 , by and between THE UNION WATER-POWER COMPANY, a corporation organized and existing under the laws of the State of Maine and having its principal place of business in Lewiston, in the County of Androscoggin, in said State of Maine (sometimes hereinafter called the "Grantor"), and CITY OF LEWISTON, a municipal corporation established pursuant to the laws of the State of Maine and having its principal office in said Lewiston (hereinafter sometimes called the "Grantee");

WITNESSETH, THAT:

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

WHEREAS, Grantor has, by deed executed contemporaneously herewith and to be recorded following the recording of the aforesaid deed of Grantee to Grantor and prior to the recording of this Indenture, conveyed to Grantee certain water rights in and to the Androscoggin River, in said Lewiston,

NOW, THEREFORE, said The Union Water-Power Company, and said City of Lewiston, agree as follows:

1. In part consideration of the said conveyance of water

rights, Grantee shall pay to Grantor, annually on a calendar-year basis from and after January 1, 2000, an amount equal to the lesser of: (a) Thirty-six thousand dollars ($36,000.00) adjusted to reflect the percent increase or decrease in the Gross National Product implicit price deflator from 1985 through the year for which payment is made, and (b) Grantor's actual expenses in maintaining the canal system described in a certain deed dated December 5, 1878, given by the Franklin Company to Grantor, and recorded in Androscoggin County Registry of Deeds, in Book 95, Page 411, multiplied by a fraction, (i) the numerator of which is the number of kilowatt hours of electricity generated by said Androscoggin Upper generating facilities described as Parcel II.C in a certain Indenture by and between Lewiston Community Enterprises, Inc., and Central Securities Corporation dated November 2, 1964, and recorded in Androscoggin County Registry of Deeds, in Book 927, Page 71, during the year for which payment is made, and (ii) the denominator of which is the total number of kilowatt hours of electricity generated by all generating sites operating on said canal system in such year. Grantor will submit to Grantee its bill for such amount on or before January 31 of the year following the year for which payment is made, the first such bill to be submitted for the year 2000. Grantee shall pay such bill on or before the following February 28.

2. All covenants, promises and agreements hereinbefore contained shall be binding upon and run to the successors and assigns of the parties, respectively, with the same effect as

those so stated at length in every case.

IN WITNESS WHEREOF, said The Union Water-Power Company has caused this instrument to be signed in its corporate name and sealed with its corporate seal by its officer hereunto duly authorized, and in acceptance of the obligations imposed on it by this Indenture, said City of Lewiston has caused this instrument to be signed in its corporate name and sealed with its corporate seal by its officer hereunto duly authorized, as of the day and year first above written.

SIGNED, SEALED and DELIVERED
In the Presence Of:

THE UNION WATER-POWER COMPANY

_____

By: _____
Its

CITY OF LEWISTON

_____

By: _____
Its

STATE OF MAINE
SS. , 198

Personally appeared the above-named
of The Union Water-Power Company and acknowledged the foregoing instrument to his fee act and deed in his said capacity and free act and deed of said corporation.

Before me,

_____
Notary Public
Print name: _____

STATE OF MAINE

, SS. , 198

Personally appeared before me the above-named of the City of Lewiston and acknowledged the foregoing Indenture by him signed to be his free act and deed in said capacity and the free act and deed of said City of Lewiston.

Before me,

_____

Notary Public

Print name:_____

Exhibit C

15. Power Purchase Agreements.

A. CMP will purchase for a term ending on December 31, 1998, power generated by the Androscoggin Upper generating facilities to be conveyed to Lewiston pursuant to paragraph 11 hereinabove, at a rate equal to the fourth decrement long-term avoided cost rate for CMP as set by Order dated May 30, 1985, of the Maine Public Utilities Commission in Docket No. 84-234, under a power purchase agreement with Lewiston. Said power purchase agreement shall be substantially identical to the Power Purchase Agreement annexed hereto as Exhibit N and incorporated herein by reference. Said Power Purchase Agreement shall be executed contemporaneously with the execution of this Agreement and shall in all respects govern the purchase and sale of electricity pursuant to this paragraph 15.A during the term of said power purchase agreement.

Exhibit D

ATTACHMENT II

Buyer agrees to pay for Firm Power delivered from Seller's Facility during the term of this Agreement in accordance with the Rate Schedule set forth below:

RATE SCHEDULE
(1987-1998)

Year of Generation	Rate
1987*	6.43
1988*	6.99
1989	7.57
1990	8.18
1991	5.67
1992	8.53
1993	8.70
1994	9.10
1995	7.30
1996	6.08
1997	10.05
1998	11.47

* Assuming Initial Date of Delivery occurs prior to 1989.

SUMMARY OF SETTLEMENT AGREEMENT
DIFFERENCE IN PPA AND NPUC 4TH DECREMENT RATES

YEAR	PPA FOR UPPER ANDRO ENERGY 4.8 GWH (1)	NPUC 4TH DECREM. RATE FOR UPPER ANDRO ENERGY 4.8 GWH (2)	DIFFER. DUE TO RATES (2-1) (3)	NPV SAVINGS (COSTS) @ 12.85% (4)	CUMMUL NPV SAVINGS (COSTS) @ 12.85% (5)	CANAL O&M (6)	SAVINGS (COSTS) WITHOUT CANAL O&M THRU 1998 (3+6) (7)	NPV SAVINGS (COSTS) @ 12.85% (8)	CUMMUL NPV SAVINGS (COSTS) @ 12.85% (9)	CANAL O&M (10)	SAVINGS (COSTS) WITHOUT CANAL O&M THRU 2026 (3+10) (11)	NPV SAVINGS (COSTS) @ 12.85% (12)	CUMMUL NPV SAVINGS (COSTS) @ 12.85% (13)
1 1986	0	0	0	0	0	0	0	0	0	0	0	0	0
2 1987	0	0	0	0	0	0	0	0	0	0	0	0	0
3 1988	0	0	0	0	0	0	0	0	0	0	0	0	0
4 1989	0	0	0	0	0	0	0	0	0	0	0	0	0
5 1990	155,040	130,880	(24,160)	(13,200)	(13,200)	15,315	(8,845)	(4,832)	(4,832)	15,315	(8,845)	(4,832)	(4,832)
6 1991	350,880	272,160	(78,720)	(38,113)	(51,314)	48,703	(30,017)	(14,533)	(19,366)	48,703	(30,017)	(14,533)	(19,366)
7 1992	437,760	409,440	(28,320)	(12,150)	(63,464)	51,625	23,305	9,999	(9,367)	51,625	23,305	9,999	(9,367)
8 1993	482,400	417,600	(64,800)	(24,636)	(88,099)	54,723	(10,077)	(3,831)	(13,198)	54,723	(10,077)	(3,831)	(13,198)
9 1994	459,360	436,800	(22,560)	(7,600)	(95,700)	58,006	35,446	11,941	(1,257)	58,006	35,446	11,941	(1,257)
10 1995	487,200	350,400	(136,800)	(40,839)	(136,538)	61,486	(75,314)	(22,483)	(23,740)	61,486	(75,314)	(22,483)	(23,740)
11 1996	482,880	291,840	(191,040)	(50,537)	(187,075)	65,175	(125,865)	(33,296)	(57,036)	65,175	(125,865)	(33,296)	(57,036)
12 1997	522,720	482,400	(40,320)	(9,452)	(196,526)	69,086	28,766	6,743	(50,293)	69,086	28,766	6,743	(50,293)
13 1998	600,960	550,560	(50,400)	(10,469)	(206,996)	73,231	22,831	4,743	(45,550)	73,231	22,831	4,743	(45,550)
14 1999	697,440	697,440	0	0	(206,996)		0	0	(45,550)	77,625	77,625	14,208	(31,262)
15 2000	792,000	792,000	0	0	(206,996)		0	0	(45,550)	82,283	82,283	13,421	(17,841)
16 2001	843,504	843,504	0	0	(206,996)		0	0	(45,550)	87,219	87,219	12,606	(5,234)
17 2002	898,080	898,080	0	0	(206,996)		0	0	(45,550)	92,453	92,453	11,841	6,607
18 2003	956,640	956,640	0	0	(206,996)		0	0	(45,550)	98,000	98,000	11,122	17,729
19 2004	1,019,040	1,019,040	0	0	(206,996)		0	0	(45,550)	103,880	103,880	10,447	28,176
20 2005	1,085,280	1,085,280	0	0	(206,996)		0	0	(45,550)	110,113	110,113	9,813	37,989
21 2006	1,155,840	1,155,840	0	0	(206,996)		0	0	(45,550)	116,719	116,719	9,217	47,207
22 2007	1,230,720	1,230,720	0	0	(206,996)		0	0	(45,550)	123,723	123,723	8,658	55,865
23 2008	1,310,880	1,310,880	0	0	(206,996)		0	0	(45,550)	131,146	131,146	8,132	63,997
24 2009	1,395,840	1,395,840	0	0	(206,996)		0	0	(45,550)	139,015	139,015	7,639	71,636
25 2010	1,486,560	1,486,560	0	0	(206,996)		0	0	(45,550)	147,355	147,355	7,175	78,811
26 2011	1,583,520	1,583,520	0	0	(206,996)		0	0	(45,550)	156,197	156,197	6,740	85,551
27 2012	1,686,240	1,686,240	0	0	(206,996)		0	0	(45,550)	165,569	165,569	6,330	91,881
28 2013	1,795,680	1,795,680	0	0	(206,996)		0	0	(45,550)	175,503	175,503	5,946	97,827
29 2014	1,912,800	1,912,800	0	0	(206,996)		0	0	(45,550)	186,033	186,033	5,585	103,412
30 2015	2,037,120	2,037,120	0	0	(206,996)		0	0	(45,550)	197,195	197,195	5,246	108,659
31 2016	2,169,120	2,169,120	0	0	(206,996)		0	0	(45,550)	209,027	209,027	4,928	113,587
32 2017	2,310,240	2,310,240	0	0	(206,996)		0	0	(45,550)	221,568	221,568	4,629	118,215
33 2018	2,460,480	2,460,480	0	0	(206,996)		0	0	(45,550)	234,862	234,862	4,348	122,563
34 2019	2,620,320	2,620,320	0	0	(206,996)		0	0	(45,550)	248,954	248,954	4,084	126,647
35 2020	2,790,720	2,790,720	0	0	(206,996)		0	0	(45,550)	263,891	263,891	3,836	130,483
36 2021	2,972,160	2,972,160	0	0	(206,996)		0	0	(45,550)	279,725	279,725	3,603	134,086
37 2022	3,165,120	3,165,120	0	0	(206,996)		0	0	(45,550)	296,508	296,508	3,384	137,470
38 2023	3,371,040	3,371,040	0	0	(206,996)		0	0	(45,550)	314,299	314,299	3,179	140,649
39 2024	3,590,400	3,590,400	0	0	(206,996)		0	0	(45,550)	333,157	333,157	2,986	143,635
40 2025	3,823,680	3,823,680	0	0	(206,996)		0	0	(45,550)	353,146	353,146	2,805	146,440
41 2026	4,071,840	4,071,840	0	0	(206,996)		0	0	(45,550)	374,335	374,335	2,634	149,074

Exhibit E

Exhibit F

Central Maine Power (207) 623-3521
General Office, Edison Drive, Augusta, Maine 04336

October 22, 1985

Ms. Laurie R. Windsor
Director of Development
City of Lewiston
City Building
Lewiston, ME 04240

Dear Laurie:

As per your request, I am enclosing a copy of Central Maine Power Company's analysis regarding the pricing provisions of the Power Purchase Agreement between the City of Lewiston and Central Maine for power generated by the Androscoggin Upper facility. As you will recall, the Union Water Power Company, on behalf of Central Maine, proposed to forego the annual maintenance fee paid by Lewiston to Union as described in the Project Agreement through December 31, 1999.

This proposal was offered to Lewiston in order to offset the difference in applicable avoided cost rates to be utilized for the generation of the Androscoggin Upper facility in lieu of those set forth in Exhibit N of the Project Agreement. I understand that the City is receptive to this proposal. The following is a detailed description of the proposal as set forth in the enclosed table:

1. Column (1) depicts the value to Lewiston for the Androscoggin Upper generation as per the Project Agreement from September 1, 1990 through December 31, 1998. Central Maine's 1985 first decrement avoided cost rates were assumed to be effective from 1999 on.

2. Column (2) reflects the value of the generation based on the avoided cost rates issued by the Maine Public Utilities Commission on May 30, 1985. Again, Central Maine's 1985 first decrement avoided cost rates were assumed to be effective from 1999 on.

3. Column (3) reflects the difference in the value of the generation based on the rates used. As you can see, the value of the generation to Lewiston is less under the MPUC's rates than those listed in the Project Agreement for each year in question.

4. Column (4) reflects the net present value of this difference to Lewiston. Central Maine's expected composite cost of capital for the Lewiston Falls Project was used as the discount rate in the analysis (12.85%).

5. Column (5) reflects the cumulative net present value of the difference in rates to Lewiston. This value is nearly $207,000 over the period in question.

6. Column (10) reflects the anticipated canal maintenance fee to be paid by Lewiston to Union as per the Project Agreement. This value is assumed to be $36,000 (1985) escalated at 5% through 1990 and 6% thereafter. These payments are anticipated to take effect on September 1, 1990.

7. Column (11) shows the effect of our proposal to Lewiston for the various years in question (i.e. eliminating the canal maintenance fee to offset the change in rates).

8. Column (12) shows the effect of our proposal to Lewiston on a net present value basis. Under this proposal Lewiston initially "loses" money for five of the first seven years then "makes" money from 1997 thereafter.

9. Column (13) illustrates the cumulative net present value of our proposal to Lewiston. As you can see, Lewiston "breaks even" on a net present value basis shortly after the year 2000.

10. Columns (6) through (9) reflect the effect of eliminating the canal maintenance fee through 1998. Please disregard this analysis in lieu of the aforementioned proposal.

Central Maine and Union feel this proposal is just and equitable to all parties concerned. We sincerely hope that Lewiston feels likewise. Please review the details of the proposal at your convenience and feel free to call me if you have any additional questions.

Very truly yours,

CENTRAL MAINE POWER COMPANY

Gerald C. Poulin
Assistant Vice President &
Manager of Engineering

GCP/FAW/cmh
Enclosure
cc: A. W. Buxton, Esq.
D. T. Flanagan, Esq.
J. W. Gulliver, Esq.
C. E. Monty
J. D. LeBlanc
P. J. Murray, Esq.

normal business hours, to inspect the books and records of Union to verify the costs and expenses of canal maintenance determined by Union. Lewiston's obligation to pay the aforesaid maintenance fee shall be reflected in an indenture substantially identical to the Indenture annexed hereto as Exhibit P and incorporated herein by reference. Said Indenture shall be executed at the Closing but shall not be dated at such time. Said Indenture shall be held in escrow by counsel for CMP and counsel for Lewiston and shall be dated as of the date on which the Project facilities are first turned over to the CMP System Operations Department for dispatch. Said Indenture shall be recorded on the date on which the Project facilities are first turned over to the CMP System Operations Department for dispatch, or as soon thereafter as is reasonably practicable.

AMENDMENT #2

SECOND AMENDMENT TO PROJECT AGREEMENT

THIS SECOND AMENDMENT, made this 30th day of March, 1987, by and between the CITY OF LEWISTON, Maine, a municipal corporation established pursuant to the laws of the State of Maine and having its principal office in Lewiston, in the County of Androscoggin and State of Maine ("Lewiston"), LEWISTON COMMUNITY ENTERPRISES, INC., a local development corporation organized and existing under the provisions of Chapter 54 of the Revised Statutes of Maine, 1954, as amended, and having its principal office in said Lewiston ("LCE"), and the CITY OF AUBURN, Maine, a municipal corporation established pursuant to the laws of the state of Maine and having its principal office in Auburn, in said County of Androscoggin and State of Maine ("Auburn"), on the one hand, and CENTRAL MAINE POWER COMPANY, a corporation organized and existing under the laws of the State of Maine and having its principal place of business in Augusta, in the County of Kennebec in said State of Maine ("CMP"), THE UNION WATER-POWER COMPANY, a corporation organized and existing under the laws of the State of Maine and having its principal place of business in said Lewiston ("Union"), CUMBERLAND SECURITIES CORPORATION, a corporation organized and existing under the laws of the State of Maine and having its principal place of business in said Augusta ("Cumberland"), and CENTRAL SECURITIES CORPORATION, a corporation organized and existing under the laws of the State

of Maine and having its principal place of business in said Augusta ("Central"), on the other hand;

W I T N E S S E T H , T H A T :

WHEREAS, on December 5, 1984, Lewiston, LCE, Auburn, CMP, Union, Cumberland, and Central entered into a Project Agreement providing generally for the construction of a hydroelectric project in Lewiston, Maine, to be called the "Lewiston Falls Hydroelectric Project" (the "Project"); and

WHEREAS, on April 14, 1986, the parties executed an Amendment to the aforesaid Project Agreement, modifying said Project Agreement in certain respects; and

WHEREAS, the parties have determined that it would be mutually desirable to amend the Project Agreement further in certain respects; and

WHEREAS, under paragraph 26.C thereof, the Project Agreement can be amended by a written instrument signed by all parties;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the parties hereto agree as follows:

1. The Project Agreement is hereby amended by deleting therefrom paragraph 3.B thereof and by substituting in place thereof the following new paragraph 3.B:

> B. Lewiston will convey to CMP a 40-foot strip of land adjacent to the Libbey Mill, so called, including the existing utility building, as is and where is. Said conveyance shall be by deed prepared by counsel for CMP and Lewiston, which deed is annexed

hereto as Exhibit C1 and incorporated herein by reference. Said Deed shall be executed at the Closing, shall be dated on the date of the Closing, and shall be recorded by CMP immediately following the Closing. Said Deed shall reserve to Lewiston an easement to maintain the existing operative water lines that lie beneath the surface of said 40-foot strip of land and to cross over and otherwise use (in a manner that does not interfere with CMP's use thereof) said 40-foot strip of land in connection with the removal of the municipal facility pursuant to paragraph 4 of this Agreement. Lewiston will be entitled, during the period set forth in said paragraph 4 for removal of the municipal facility, to remove from said parcel of land all material that Lewiston desires to salvage. CMP understands and agrees that any responsibility for removing the utility building on said 40-foot strip of land and all other above- and below-ground structures will be that of CMP.

In consideration for the aforesaid conveyance by Lewiston, CMP will reimburse Lewiston for the actual reasonable costs of Lewiston (determined as hereinafter provided) incurred in relocating the existing 24-inch water distribution main from the aforesaid parcel of land to Main Street in the City of Lewiston. Generally, the new water main will begin at the new pump station site at Main Street and Mill Street, then proceed northerly on Main Street to Island Avenue, then easterly on Island Avenue to the Union Water-Power Company building, where it will connect to the existing 24-inch distribution main. Further, CMP will reimburse Lewiston for the actual reasonable costs of Lewiston (determined as hereinafter provided) incurred in cutting and capping the existing 24-inch water main in Island Avenue by the Libbey Mill and the 20-inch water main in Mill Street by Lewiston's utility building. Lewiston will use its best efforts to cut, cap, and relocate said 24-inch water distribution main and to cut and cap said 20-inch water main as economically as possible. It is estimated that the cost to CMP of the cutting, capping, and relocation of the existing 24-inch water distribution main and cutting and capping the 20-inch water main will not exceed approximately $70,000, but CMP understands and agrees that it will, subject to the provisions of this paragraph 3.B, reimburse Lewiston for the full amount of such actual and reasonable costs (determined as hereinafter provided).

Lewiston will indemnify and save harmless CMP, its affiliates, and the officers, agents, employees,

and attorneys of CMP and its affiliates from and against any and all liability arising from the cutting, capping or relocation of said 24-inch water distribution main and cutting and capping said 20-inch water main; and CMP will indemnify and save harmless Lewiston, its officers, agents, employees and attorneys from and against any and all liability arising from CMP's use of said 40-foot strip of land pursuant to the preceding provisions of this paragraph 3.B.

The actual reasonable costs of Lewiston incurred in relocating the existing 24-inch water distribution main as hereinbefore provided will be determined in accordance with the following procedure: Lewiston will contract for said work in accordance with its usual competitive bidding procedures. Not less than 7 days prior to submitting any bid request to prospective bidders, Lewiston will submit such bid request to CMP for its review. CMP shall, within 7 days following its receipt of such bid request for review, notify Lewiston in writing of any feature or features of such bid request that may result in an unnecessary or unreasonable expense. If CMP notifies Lewiston of any such feature or features of its bid request, representatives of Lewiston and CMP will promptly meet and attempt to agree on a bid request that will not produce unnecessary or unreasonable expenses. If CMP and Lewiston are able to agree completely on a bid request, Lewiston shall make any agreed-on modifications to its bid request and submit it to prospective bidders pursuant to its usual competitive bidding procedures. If CMP and Lewiston are unable to agree completely, Lewiston may, at its option, submit its bid request to prospective bidders pursuant to its usual competitive bidding procedures. In either case, Lewiston shall, following receipt of bids for the relocation of the existing 24-inch water distribution main and prior to accepting any bid, notify CMP in writing of the bids received by Lewiston, giving the amount of each bid and all other information pertinent to an evaluation of the reasonableness of such bids. CMP will, within 7 days following its receipt from Lewiston of such written notice, notify Lewiston in writing of any bids that will, in CMP's judgment, result in unreasonable costs for said work. If Lewiston desires to accept a bid that CMP has identified in its aforesaid written notice as resulting in unreasonable costs, representatives of CMP and Lewiston will promptly meet to discuss the basis for CMP's judgment that such bid will result in unreasonable costs. If, following such

meeting, CMP and Lewiston are unable to agree on a bid that will not result in unreasonable costs, Lewiston may, at its sole option, either (i) abrogate the provisions of this Paragraph 3.B, including the provisions for reimbursement set forth in the sixth paragraph of this paragraph 3.B, in which event CMP shall, within 30 days following receipt of written notice of abrogation, deliver to Lewiston a deed substantially in the form of the Deed annexed as Exhibit C to this Project Agreement, executed by CMP in proper form for recording, which deed Lewiston shall be entitled to record, and shall reconvey to Lewiston the real estate described in Exhibit C1 hereto, or (ii) accept any bid, including a bid that CMP has determined will result in unreasonable costs, in which event CMP shall be liable to reimburse Lewiston, in the manner hereinafter set forth, for the cost of such work to the extent of the amount that CMP has conceded to be reasonable. CMP agrees not to mortgage, encumber, or otherwise alienate the real estate described in Exhibit C1 until Lewiston has determined, pursuant to the foregoing provisions of this paragraph, whether to (i) abrogate this paragraph 3.B, or (ii) accept a bid.

If Lewiston determines to accept a bid for such work, Lewiston shall pay the contractor or contractors performing such work and shall submit to CMP requests for reimbursement following any payment or payments to any contractor or contractors. CMP shall, within 30 days following receipt of any such request for reimbursement, reimburse Lewiston as requested; provided, however, that CMP's liability to reimburse Lewiston shall not exceed the amount that CMP has conceded to be reasonable pursuant to the provisions of the preceding paragraph.

The actual reasonable costs of Lewiston incurred in cutting and capping the existing 24-inch water main in Island Avenue and the 20-inch water main in Mill Street will be determined in accordance with the following procedure: If Lewiston decides to contract for any portion of said work pursuant to its competitive bidding procedures, the provisions of the fourth and fifth paragraphs of this paragraph 3.B shall apply to such portion of said work. If Lewiston decides to perform any portion of such work using its own personnel, Lewiston shall, subject to the succeeding provisions of this paragraph and the next paragraph, bill CMP for such work in accordance with its standard procedure for billing third parties for work performed by Lewiston on their behalf. Prior to undertaking such work, Lewiston shall submit to CMP a

description of the work to be performed by Lewiston, an estimate of the number of man-hours to be consumed in performing such work, an estimate of the material costs in performing such work, and Lewiston's best estimate of the total cost to be billed to CMP pursuant to its standard billing procedures. CMP will, within 7 days following its receipt of such information, notify Lewiston in writing of any portion of the work described by Lewiston in its aforesaid notice to CMP, including material costs, that may result in unreasonable costs. If CMP so notifies Lewiston, representatives of CMP and Lewiston will promptly meet to attempt to eliminate the concern for potential unreasonable costs identified by CMP. In the event that CMP and Lewiston are unable to eliminate in full CMP's concern with respect to potential unreasonable costs, Lewiston may, at its sole option, either (i) abrogate the provisions of this Paragraph 3.B, including the provisions for reimbursement set forth in the fourth and fifth paragraphs of this paragraph 3.B, in which event CMP shall deliver to Lewiston a deed substantially in the form of the deed annexed to this Project Agreement as Exhibit C, executed by CMP and in proper form for recording, which deed Lewiston shall be entitled to record, and shall reconvey to Lewiston the real estate described in Exhibit C1 hereto, or (ii) perform such work as it, in its sole discretion, determines appropriate, in which event CMP shall be liable to reimburse Lewiston, in the manner hereinafter set forth, for the cost of such work to the extent of the amount that CMP has conceded to be reasonable. CMP agrees not to mortgage, encumber, or otherwise alienate the real estate described in Exhibit C1 until Lewiston has determined, pursuant to the preceding provisions of this paragraph, whether to (i) abrogate this paragraph 3.B, or (ii) perform such work.

In the event that Lewiston determines to perform such work, Lewiston shall, following completion of such work, submit to CMP its bill for such work determined in accordance with Lewiston's standard billing procedures for work performed by Lewiston on behalf of third parties, and CMP shall within 30 days of its receipt of such bill, pay so much of such bill as CMP has conceded to be reasonable. It shall be conclusively presumed that any bill that does not exceed any estimate submitted by Lewiston in writing to CMP pursuant to this paragraph, and not disputed by CMP pursuant to this paragraph, is reasonable.

2. The Project Agreement is hereby further amended by deleting therefrom paragraph 6 thereof and by substituting in

place thereof the following new paragraph 6:

> 6. In order to undertake construction of the Project facilities, it will be necessary to remove and relocate a portion of the municipal water line that is now located, in part, on or near the Project site. Lewiston agrees, within the period of time specified for the removal of the pumping and generating equipment from the municipal facility, as provided in paragraph 4 of this Agreement, to locate a permanent 24-inch ductile iron pipe, approximately 1,000 linear feet in length, at a location approximately from Heritage Park in Lewiston across the Androscoggin River, up the bank in Auburn to a point in a walkway near the Mid Maine Mutual Bank, as more particularly shown on Exhibit E1 annexed hereto and incorporated herein by reference. The location of the permanent water line as shown on Exhibit E1 upstream of the Longley Bridge renders a temporary municipal water line unnecessary. CMP will reimburse Lewiston for the actual demonstrable costs of Lewiston in relocating the water line as shown on the plan annexed hereto as Exhibit E1 upstream of the Longley Bridge, up to a maximum reimbursement of $129,800. Lewiston will bear the actual cost of such water line relocation in excess of $129,800. At all times, before, during, and after the relocation of said municipal water line, Lewiston shall remain responsible for the continuity of flow, purification, chlorination, fluoridation, and other treatment of any conduits and of all water flowing in any temporary or permanent conduit constructed in connection with such relocation. Lewiston will indemnify and save harmless CMP from and against any and all liability arising from the removal and relocation of the municipal water line as hereinabove described. Lewiston shall pay the contractor or contractors performing such work and shall submit to CMP requests for reimbursement following any payment or payments to any contractor or contractors. CMP shall, within 30 days following receipt of any such request for reimbursement, reimburse Lewiston as requested; provided, however, that CMP's liability to reimburse Lewiston shall in no event exceed, in the aggregate, the amount of $129,800.

3. The Project Agreement is hereby further amended by deleting therefrom paragraph 21.A thereof and by substituting in place thereof the following new paragraph 21.A:

> A. Subject to the provisions of paragraph 2.C of this Agreement, the Closing contemplated by this Agreement shall take place on March 30, 1987.

4. The Project Agreement is hereby further amended by deleting therefrom paragraph 21.C thereof and by substituting in place thereof the following new paragraph 21.C:

> C. Anything in this Agreement to the contrary notwithstanding, the foregoing provisions of this paragraph 21 shall constitute the sole remedy of Lewiston in the event that following the Closing as provided in paragraph 21.A hereof, the construction of the Project facilities is not begun or completed, or the Project facilities are not turned over to the CMP System Operations Department for dispatch, or otherwise the commercial production of electricity at the Project site does not begin, unless such circumstance is the result of development of generation by CMP or any affiliate at some other location (not within the City of Lewiston, Maine) at said Lewiston Falls, Maine.

IN WITNESS WHEREOF, the parties have caused this Amendment to be signed in their corporate names and sealed with their corporate seals on the date first above written.

SIGNED, SEALED and DELIVERED
In the Presence Of:

CITY OF LEWISTON, MAINE

By: _____
Its Mayor

LEWISTON COMMUNITY ENTERPRISES, INC.

By: _____
Its President

CITY OF AUBURN, MAINE

By: _____
Its City Manager

CENTRAL MAINE POWER COMPANY

By: _____
Its Exec. Vice Pres

THE UNION WATER-POWER COMPANY

By: _____
Its President

CUMBERLAND SECURITIES CORPORATION

By: _____
Its President

CENTRAL SECURITIES CORPORATION

By: _____
Its President

STATE OF MAINE
Androscoggin, SS. March 30, 1987

Personally appeared the above-named Alfred Plourde, Mayor of City of Lewiston and acknowledged that the foregoing Agreement to be his free act and deed in his said capacity and the free act and deed of said municipal corporation.

Before me,

_____
~~Notary Public~~ Attorney at Law
Print name: Jane Hartwell

STATE OF MAINE
Androscoggin, SS. March 30, 1987

Personally appeared the above-named Charles E. Monty, Ex. Vice President of Central Maine Power Company and acknowledged the foregoing Agreement to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

_____
~~Notary Public~~ Attorney-at-law
Print name: Everett P. Ingalls

EXHIBIT C1

DEED

KNOW ALL MEN BY THESE PRESENTS, that the CITY OF LEWISTON, a municipal corporation established pursuant to the constitution and laws of the State of Maine and having its principal office in Lewiston, in the County of Androscoggin and State of Maine, in consideration of One Dollar ($1.00) and other valuable considerations, paid by CENTRAL MAINE POWER COMPANY, a corporation organized and existing under the laws of said State of Maine and having its principal place of business in Augusta, in the County of Kennebec, in said State, the receipt whereof is hereby acknowledged, does hereby remise, release, bargain, sell and convey, and forever QUITCLAIM unto said Central Maine Power Company, its successors and assigns forever, all its right, title and interest in and to certain real estate, together with the buildings thereon, and together with all appurtenant rights and privileges, situated in said Lewiston and described as follows:

Beginning at a point on the southwesterly side of Island Avenue, so called, said point being the southeasterly corner of the parcel herein conveyed and the northeasterly corner of land now or formerly of W. S. Libbey Co., said land of W. S. Libbey Co. being described in a deed recorded in the Androscoggin County Registry of Deeds in Book 152, Page 227; thence north thirty degrees, thirty nine minutes and twenty eight seconds west

(N 30° 39' 28" W) along the southwesterly line of said Island Avenue a distance of forty six and fifty five hundredths (46.55') feet to a point; thence north eighty nine degrees, fifty three minutes and twenty eight seconds (N 89° 53' 28" W) a distance of one hundred fifty two and sixty six hundredths (152.66') feet to a point; thence south nine degrees, four minutes and twenty seven seconds west (S 09° 04' 27" W) a distance of eleven and eighteen hundredths (11.18') feet to a point; thence north eighty nine degrees, fifty seven minutes and eleven seconds west (N 89° 57' 11" W) a distance of forty three and sixty two hundredths (43.62') feet to a point; thence north zero degrees, twenty four minutes and fifteen seconds east (N 00° 24' 15" E) a distance of eleven and nine hundreths (11.09') feet to a point; thence north eighty nine degrees, fifty three minutes and twenty eight seconds west (N 89° 53' 28" W) a distance of twelve and eighty three hundredths (12.83') feet to a point; thence south zero degrees, seventeen minutes and thirty two seconds west (S 00° 17' 32" W) a distance of forty and zero hundredths (40.00') feet to a point; thence south eighty nine degrees, fifty three minutes and twenty eight seconds east (S 89° 53' 28" E) a distance of twenty five and zero hundredths (25.00') feet to a point; thence south zero degrees, thirty minutes and fifty seconds west (S 00° 30' 50" W) a distance of twenty four and zero hundredths (24.00') feet to a point; thence south eighty nine degrees twenty nine minutes and ten seconds east (S 89° 29'10" E)

a distance of twenty five and sixty nine hundredths (25.69') feet to a point; thence north zero degrees, thirty minutes and fifty seconds east (N 00° 30' 50" E) a distance of twenty four and eighteen hundredths (24.18') feet to a point; thence south eighty nine degrees, fifty three minutes and twenty eight seconds east (S 89° 53' 28" E) a distance of one hundred eighty four and four hundredths (184.04') feet to the point of beginning.

EXCEPTING AND RESERVING therefrom the right in said City of Lewiston to maintain and replace beneath the surface of said parcel such water lines as are situated beneath the surface of said parcel on the date hereof so long as such water lines continue to be used by said City of Lewiston for the transport of water. This easement shall run with the land and be binding upon the parties' successors and assigns. And further excepting and reserving therefrom the right in said City of Lewiston during the period allowed for removal of the municipal facility as provided in Paragraph 4 of a certain Project Agreement dated December 5, 1984, as amended by documents to be recorded, by and among, inter alia the Grantee herein and said City of Lewiston and recorded in the Androscoggin County Registry of Deeds, in Book 1783, Page 174, to enter on and cross said parcel, by foot or otherwise and otherwise use said parcel, for the following purposes: (1) to dismantle the municipal pumping station owned by said City of Lewiston nearby said parcel as provided in Paragraph 4 of said Project Agreement (2) to remove from said parcel all material

that said City of Lewiston desires to remove from said parcel, as provided in Paragraph 3.B (amended) of said Project Agreement, as amended, and (3) to cut and cap certain water lines now situated beneath the surface of said parcel, provided always, however, that the exercise by said City of Lewiston of the rights herein granted shall not unreasonably interfere with the Grantee's use and enjoyment of said parcel. This easement shall run with the land and be binding upon the parties' successors and assigns.

Central Maine Power Company, by acceptance of this deed, agrees not to mortgage, encumber, or otherwise alienate the real estate described herein during the period allowed for removal of the municipal facility as provided in Paragraph 4 of a certain Project Agreement dated December 5, 1984, as amended by documents to be recorded, by and among, inter alia the Grantee herein and said City of Lewiston and recorded in the Androscoggin County Registry of Deeds, in Book 1783, Page 174.

MEANING AND INTENDING TO CONVEY and hereby conveying the same premises conveyed to the Grantor herein by the following deeds, recorded in the Androscoggin County Registry of Deeds in Book 90, Page 371; Book 299, Page 598; Book 211, Page 230; and Book 335, Page 81.

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenances thereunto belonging to it, said Central Maine Power Company, its successors and assigns forever.

IN WITNESS WHEREOF, said City of Lewiston has caused its corporate name to be signed and its corporate seal to be affixed by _____, its _____ hereunto duly authorized, as of the __ day of March, 1987.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

CITY OF LEWISTON

_____

By: _____
Its:

STATE OF MAINE
CUMBERLAND, SS.

March __, 1987

Personally appeared the above-named _____, of City of Lewiston, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

_____
Attorney at Law/Notary Public

EXHIBIT E-1

EXHIBIT E-1

covenants, and agreements as interpreted in Judge Savage's Decree in Union Water Power Company, et al. v. Libbey & Dingley Company et al., dated November 8, 1906.

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

IN WITNESS WHEREOF, said The Union Water-Power Company has caused this instrument to be signed in its corporate name and sealed with its corporate seal by its officer hereunto duly authorized, as of the day of , 1987.

SIGNED, SEALED and DELIVERED
In the Presence Of:

THE UNION WATER-POWER COMPANY

By: C.E. Monty
Its President

STATE OF MAINE
Androscoggin, ss.

March 30, 1987

Personally appeared the above-named Charles E. Monty, President of The Union Water-Power Company and acknowledged the foregoing instrument to his fee act and deed in his said capacity and free act and deed of said corporation.

Before me,

~~Notary Public~~ Attorney-at-law
Print name: Everett P. Ingalls

D E E D

KNOW ALL MEN BY THESE PRESENTS, that THE UNION WATER-POWER COMPANY, a corporation organized and existing under the laws of the State of Maine and having its principal place of business in Lewiston, in the county of Androscoggin, and State of Maine, in consideration of One Dollar ($1.00) and other valuable consideration paid by CITY OF LEWISTON, Maine, a municipal corporation established pursuant to the laws of the said State of Maine and having its principal office in said Lewiston, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE, BARGAIN, SELL, and CONVEY, and forever QUITCLAIM unto said City of Lewiston, its successors and assigns forever, the following rights, privileges and easements:

1. The right to enter the premises conveyed to said The Union Water-Power Company by deed of Franklin Company dated December 5, 1878 and recorded in Androscoggin Registry of Deeds, in Book 95, Page 411, for the purpose of maintaining, repairing and replacing transmission lines from the substation facility to be conveyed to said City of Lewiston by Cumberland Securities Corporation by deed of even date herewith and to be recorded contemporaneously herewith, which substation is associated with the Androscoggin Upper generating facility described as Parcel II.C in a certain Indenture dated as of November 2, 1964, by and between Lewiston Community Enterprises, Inc., and Central Securities Corporation and

recorded in Androscoggin County Registry of Deeds, in Book 927, Page 71, to substation facility of said Cumberland Securities Corporation situated at the Hill division described as Parcel II.A in said Indenture dated as of November 2, 1964.

2. The right and privilege to repair, replace and maintain in locations determined by said The Union Water-Power Company such electric transmission lines, together with all necessary appurtenances and supporting devices, as may be necessary to connect said substation to be conveyed to said City of Lewiston by said Cumberland Securities Corporation to said substation of said Cumberland Securities Corporation situated at said Hill division.

3. The right to maintain over land of said The Union Water-Power Company transmission lines running from said Androscoggin Upper generating facility to said substation to be conveyed to said City of Lewiston by said Cumberland Securities Corporation, together with the right to enter onto premises of said The Union Water-Power Company for the purpose of maintaining, repairing or replacing said transmission lines.

TO HAVE AND TO HOLD, the same, together with all the privileges and appurtenances thereunto belonging, to it, said City of Lewiston, its successors and assigns forever.

IN WITNESS WHEREOF, said The Union Water-Power Company has caused its corporate name to be signed and its corporate seal to be affixed by Charles E. Monty, its President

hereunto duly authorized, as of the day

of 1987.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

THE UNION WATER-POWER COMPANY

By: _____
Its President

STATE OF MAINE
Androscoggin, SS

March 30, 1987

Personally appeared the above-named Charles E. Monty, President of said The Union Water-Power Company, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

_____
~~Notary Public~~ attorney-at-law

Print Name: Everett P. Ingalls

INDENTURE

THIS INDENTURE, made as of the day of , 1987, by and between THE UNION WATER-POWER COMPANY, a corporation organized and existing under the laws of the State of Maine and having its principal place of business in Lewiston, in the County of Androscoggin, in said State of Maine (sometimes hereinafter called the "Grantor"), and CITY OF LEWISTON, a municipal corporation established pursuant to the laws of the State of Maine and having its principal office in said Lewiston (hereinafter sometimes called the "Grantee");

WITNESSETH, THAT:

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

WHEREAS, Grantor has, by deed executed contemporaneously herewith and to be recorded following the recording of the aforesaid deed of Grantee to Grantor and prior to the recording of this Indenture, conveyed to Grantee certain water rights in and to the Androscoggin River, in said Lewiston,

NOW, THEREFORE, said The Union Water-Power Company, and said City of Lewiston, agree as follows:

1. In part consideration of the said conveyance of water rights, Grantee shall pay to Grantor, annually on a calendar-year basis from and after January 1, 2000, an amount

equal to the lesser of: (a) Thirty-six thousand dollars ($36,000.00) adjusted to reflect the percent increase or decrease in the Gross National Product implicit price deflator from 1985 through the year for which payment is made, and (b) Grantor's actual expenses in maintaining the canal system described in a certain deed dated December 5, 1878, given by the Franklin Company to Grantor, and recorded in Androscoggin County Registry of Deeds, in Book 95, Page 411, multiplied by a fraction, (i) the numerator of which is the number of kilowatt hours of electricity generated by said Androscoggin Upper generating facilities described as Parcel II.C in a certain Indenture by and between Lewiston Community Enterprises, Inc., and Central Securities Corporation dated November 2, 1964, and recorded in Androscoggin County Registry of Deeds, in Book 927, Page 71, during the year for which payment is made, and (ii) the denominator of which is the total number of kilowatt hours of electricity generated by all generating sites operating on said canal system in such year. Grantor will submit to Grantee its bill for such amount on or before January 31 of the year following the year for which payment is made, the first such bill to be submitted for the year 2000. Grantee shall pay such bill on or before the following February 28.

2. All covenants, promises and agreements hereinbefore contained shall be binding upon and run to the successors and assigns of the parties, respectively, with the same effect as those so stated at length in every case.

IN WITNESS WHEREOF, said The Union Water-Power Company has caused this instrument to be signed in its corporate name and sealed with its corporate seal by its officer hereunto duly authorized, and in acceptance of the obligations imposed on it by this Indenture, said City of Lewiston has caused this instrument to be signed in its corporate name and sealed with its corporate seal by its officer hereunto duly authorized, as of the day and year first above written.

SIGNED, SEALED and DELIVERED
In the Presence Of:

THE UNION WATER-POWER COMPANY

By: _____
Its President

CITY OF LEWISTON

By: _____
Its Mayor

STATE OF MAINE
Androscoggin ss.

March 30, 1987

Personally appeared the above-named Charles E. Monty, President of The Union Water-Power Company and acknowledged the foregoing instrument to his fee act and deed in his said capacity and free act and deed of said corporation.

Before me,

~~Notary Public~~ attorney-at-law
Print name: Everett P. Ingalls

STATE OF MAINE
ANDROS. , ss.

MARCH 30, 1987

Personally appeared before me the above-named ALFRED A. DUCHARME MAYOR of the City of Lewiston and acknowledged the foregoing Indenture by him signed to be his free act and deed in said capacity and the free act and deed of said City of Lewiston.

Before me,

Notary Public
Print name: GERALD P. BERUBE

LEASE

THIS LEASE, by and between CENTRAL MAINE POWER COMPANY, a corporation organized and existing under the laws of the State of Maine and having its principal place of business in Augusta, in the County of Kennebec and State of Maine, and CITY OF AUBURN, a municipal corporation established under the laws of the State of Maine and having its principal office in Auburn, in the County of Androscoggin, in said State of Maine,

W I T N E S S E T H, T H A T:

Said Central Maine Power Company does hereby lease to said City of Auburn and said City of Auburn does hereby take and hire from said Central Maine Power Company the following described premises for the rental amount and term of years and upon the further conditions hereafter recited in this Lease:

Two certain lots or parcels of land situated in said Auburn, and bounded and described as follows:

Parcel No. 1

Beginning at a point on the easterly line of land conveyed by the Franklin Company to Ferdinand Penley by a quit-claim deed numbered 900 dated March 3, 1890 and recorded in the Androscoggin County Registry of Deeds in book 75, page 478, said point being one hundred and twenty (120) feet northerly from, measured at right angles to, the northerly line of a proposed street known as Cushing Street; thence in a northerly direction, by said Penley's land, two hundred twenty-three and forty-seven hundredths (223.47) feet to the southwesterly corner of land conveyed by said Franklin Company to Eugene W. Penley by a quit-claim deed numbered 1222, dated June 20, 1909 and recorded in said Registry of Deeds in book 165, page 217; thence in an easterly direction, by said Penley's land, one hundred (100) feet; thence in a northerly direction, by said Penley's land, fifty (50) feet to the southerly line of land conveyed by said Franklin

Company to the said Ferdinand Penley by a quit-claim deed numbered 891 dated February 28, 1890 and recorded in said Registry of Deeds, book 137, pages 64 to 66; thence in an easterly direction by said Penley's land, one hundred ninety-nine and sixty-six hundredths (199.66) feet, said point being two hundred (200) feet southerly from the center-line of location of the Maine Central Railroad, measured at right angles to the said center-line, at a point in said center-line which is four hundred and two (402) feet westerly from the easterly face of the bridge abutment located on the westerly side of the Androscoggin River; thence in a northerly direction, by said Penley's land, one hundred and fifty-six (156) feet to the southerly line of location of said Maine Central Railroad; thence in an easterly direction by the southerly line of location of said Maine Central Railroad, to the Androscoggin River; thence down said River to a point one hundred and twenty (120) feet northerly from, measured at right angles to, the said northerly line of Cushing Street extended; Thence in a westerly direction parallel to and one hundred and twenty (120) feet northerly from the said northerly line of Cushing Street extended and Cushing Street to the point of beginning.

The above described lands are leased subject to all rights, either by way of easement, fee or other estate, owned by the City of Lewiston in a strip of land running across said described premises from the southerly line of location of Maine Central Railroad to Androscoggin River, acquired by said City under and in accordance with a Taking of Land dated August 4, 1899 and recorded in said Registry of Deeds in Book 183, pages 280 and 281 or however otherwise acquired and all covenants anywhere in this deed contained are to be construed accordingly.

The above-described Parcel No. 1 is the real estate, subject to the reservations and exceptions described hereinabove, conveyed to Grantor herein by Franklin Company, of Lewiston, Maine, by deed dated August 26, 1939, and recorded in said Registry of Deeds, in Book 502, Page 290.

Parcel No. 2

Beginning at a point on the southerly line of the Maine Central Railroad, which point is forty-four (44) feet southerly as measured at right angles from a point of reference in the center line of the main track of the said Maine Central Railroad; said point of reference being four hundred and two (402) feet westerly from the easterly face of the bridge abutment

located on the westerly side of the Androscoggin River; thence in a southerly direction along land conveyed to this Grantee by Franklin Company by deed #1778 dated August 26, 1939, and recorded in Androscoggin County Registry of Deeds, Book 502, Page 290, a distance of one hundred fifty-six (156) feet to an iron pipe set in the ground; thence westerly by said land of the Grantee, one hundred ninety-nine and sixty-six hundredths (199.66) feet to the northeasterly corner of land conveyed by Franklin Company to Eugene W. Penley by deed #1222, dated June 20, 1908, and recorded in said Registry of Deeds, Book 165, Page 217; thence southerly along the east line of land conveyed to said Penley by deed #1222, a distance of fifty (50) feet to an iron pin set in the ground; thence westerly along the southerly line of said land conveyed to said Penley by deed #1222, a distance of forty-seven and three-tenths (47.3) feet; thence northerly at an interior angle of 91° 20' about two hundred six (206) feet to the southerly line of land of said Maine Central Railroad; thence in an easterly direction by the southerly line of said land of Maine Central Railroad, a distance of about two hundred sixty (260) feet, to the point of beginning.

The above-described Parcel No. 2 is the real estate conveyed to Grantor herein by E. W. Penley, of said Auburn, and described in a certain deed dated June 8, 1961, and recorded in said Registry of Deeds in Book 851, Page 51.

Excepting and reserving from the aforesaid lease of Parcel No. 1 and Parcel No. 2 the portion of said premises conveyed by said Central Maine Power Company to Auburn Urban Renewal Authority, a public body corporate and politic, by deed dated May 6, 1970 and recorded in Androscoggin County Registry of Deeds, in Book 1017, Page 96.

Further excepting and reserving from the aforesaid lease of Parcel No. 1 and Parcel No. 2 the substation facilities of said Central Maine Power Company located on said premises and the land on which said substation is situated, and any additional land (not exceeding an area that is within thirty (30) feet from the existing fence line around said substation in the easterly, northerly, and westerly directions) at any time deemed by said Central Maine Power Company to be necessary for expansion or replacement of said substation.

And further excepting and reserving to the Grantor, its successors and assigns, the perpetual right and easement to repair, replace, operate and maintain its electric distribution and/or transmission lines,

together with appurtenant equipment and facilities connected therewith, as the same are now or hereafter may be located over, along and across the premises hereby leased; provided, however, that nothing herein contained shall permit Grantor, its successors and assigns, to locate electric distribution and/or transmission lines on the premises hereby leased except as they are now located and within a strip fifty (50) feet on either side, as measured at right angles to, the center line of said distribution lines; also the right to keep said premises within said one hundred (100) foot strip free from any excavation and unoccupied by any buildings, structures, or other materials, excepting, however, existing buildings and structures; and the right to cut, trim, and by such means, regulate and control the growth of, and remove from said one hundred (100) foot strip such trees, branches and underbrush, all as may, in the opinion of the Grantor, its successors and assigns, interfere with or endanger the operation and maintenance of said electric lines, and as the Grantor, its successors and assigns, may deem necessary; together with the right to enter upon the premises herein leased at any and all reasonable times for any and all of the foregoing purposes, and for inspection of interconnection equipment and for metering purposes.

And further excepting and reserving from the aforesaid lease of Parcel No. 1 and Parcel No. 2 the right of said Central Maine Power Company, its successors and assigns, to enter on the leased premises on foot or by vehicle or otherwise at any time and from time to time, for the purpose of inspecting, maintaining, repairing, or replacing said substation and transmission and distribution facilities, to store temporarily equipment and vehicles on the leased premises for any of the aforesaid purposes.

Together with such rights of access to and from the leased premises as the Grantor can transfer to the Grantee as Lessee.

The aforesaid Lease is further subject to the provisions of a certain agreement, dated as of December 1, 1970 by and between said Central Maine Power Company and Auburn Heritage Inc., a Maine non-profit corporation, of Auburn, Maine, which agreement may be terminated by either party on six (6) months notice.

The term of this Lease shall be fifty (50) years from the date hereof. At the end of the term of this Lease, said City

of Auburn shall have the right, if this Lease is not renewed by the parties, to remove any structures or equipment (other than structures and equipment owned by said Central Maine Power Company) located on the leased premises.

The annual rental payments under this Lease shall be equal to the annual municipal property taxes assessed against the leased premises by said City of Auburn and shall be payable in the installments and on the date or dates that municipal property taxes are payable to said City of Auburn, it being the intent of the parties that the rental payments made under this Lease in any calendar or fiscal year shall equal the municipal property taxes payable to said City of Auburn in the same calendar or fiscal year.

Said City of Auburn assumes all liability for injury or damage to third parties on the leased premises (except injury or damage caused by property of said Central Maine Power Company or an affiliate on the leased premises) and hereby agrees to defend, indemnify, and save harmless said Central Maine Power Company and its affiliates, and their successors and assigns, from and against any and all claims, judgments, costs, or expenses of any kind (including reasonable attorneys' fees and expenses incurred to defend against any such claim and to enforce this agreement to indemnify and save harmless) which may be asserted against said Central Maine Power Company or any affiliate arising (or alleged to have arisen) in any way any event, occurrence or incident taking place on the leased premises, except that said City of Auburn shall have no

responsibility for defending or indemnifying against claims arising out of the use or neglect of the substation, transmission lines, or other facilities owned or maintained by Central Maine Power Company or out of the negligence or other misconduct of Central Maine Power Company employees or other persons using the leased premises for purposes solely related to the installation, maintenance, or other use of facilities solely within the control of Central Maine Power Company.

IN WITNESS WHEREOF, said Central Maine Power Company and said City of Auburn have caused their corporate names to be signed and their seals to be affixed hereto by officers hereunto duly authorized, this day of , 1987.

SIGNED, SEALED and DELIVERED
In the Presence of:

CENTRAL MAINE POWER COMPANY

By: _____
Its Exec. Vice President

CITY OF AUBURN, MAINE

By: _____
Its City Manager

STATE OF MAINE
ANDROSCOGGIN, ss.

March 31, 1987

Personally appeared the above-named Charles A. Harrison City Manager of said City of Auburn, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and a free act and deed of said City of Auburn.

Before me,

_____
Notary Public
Print Name: June Thompson

MURRAY, PLUMB & MURRAY
ATTORNEYS AT LAW
30 EXCHANGE STREET
PORTLAND, MAINE 04101
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CLARKE C. HAMBLEY, JR
THOMAS C. NEWMAN
JOHN C. BANNON
JANE B. HARTWELL
DAVID E. CURRIER

CHARLTON S. SMITH
COUNSEL

December 13, 1984

COPY
MURRAY PLUMB & MURRAY
FOR YOUR INFORMATION

John W. Gulliver, Esq.
Pierce, Atwood, Scribner,
Allen, Smith & Lancaster
One Monument Square
Portland, ME 04101

RE: Lewiston Falls Hydro-Electric Project

Dear Mr. Gulliver:

We have acted as special counsel to the City of Lewiston in connection with the Agreement executed December 5, 1984, between the City of Lewiston, Lewiston Community Enterprises, Inc., the City of Auburn, and Central Maine Power Company and its affiliates regarding the Lewiston Falls Hydro-Electric Project ("Agreement").

You have asked our opinion as to whether the execution of the Agreement has been properly and effectively approved and authorized by the City of Lewiston. You have also asked our opinion as to whether the Agreement is valid, binding and enforceable against the City of Lewiston.

In the course of rendering our opinion, we have examined such statutes, ordinances and documents as we deemed relevant and necessary, including the Agreement, the Resolution of the Municipal Officers of the City of Lewiston, Maine dated December 3, 1984 ("Resolution"), the Lewiston City Charter, the Ordinances of the City of Lewsiton, the Maine State Constitution and the Maine Revised Statutes. We have assumed proper notice of all meetings, the genuineness of all signatures, and the encumbancy, authority and power of the City Councilors and other persons and entities signing the Resolution and other documents and the conformity to original documents of all documents submitted to us as certified copies.

Subject to the following qualifications, we are of the opinion that the execution of the Agreement has been properly and effectively approved and authorized by the City of Lewiston as required by the Maine State Constitution, the Maine Revised

Statutes, the Lewiston City Charter and the Ordinances of the City of Lewiston and that the Agreement is valid, binding and enforceable against the City of Lewiston.

Our opinion is qualified by the following considerations. The specific authority of the City to enter into the Agreement is set forth in a Resolution adopted by the Lewiston City Council at a special meeting held on December 3, 1984. A copy of the Resolution is attached hereto as Exhibit A.

The Lewiston City Charter vests the administration of all fiscal, prudential and municipal affairs of the City in the City Council and empowers the City Council to have all powers and authority given to municipal officers under the laws of the State of Maine and all powers vested in the inhabitants of the City of Lewiston and all powers granted by the City Charter except as otherwise provided.

Title 30 M.R.S.A. §1917 provides that any municipality may exercise any power or function which the Legislature has power to confer upon it which is not denied either expressly or by clear implication. Title 30 M.R.S.A §4251 specifically permits a municipality to acquire, maintain and operate a hydro-electric power facility.

No opinion is expressed with respect to the extent to which the City of Lewiston can contract so as to affect its exercise of its police power or its performance of other legislative or governmental functions to protect and implement the public interest and welfare.

Certain obligations of Lewiston, as well as other parties to the Agreement, may be subject to modification by regulations or other governmental authority, e.g., the Maine Public Utilities Commission or the Federal Energy Regulation Commission. We express no opinion as to the validity or enforceability of any provisions of the Agreement providing for liquidated damages.

Sincerely,

MURRAY, PLUMB & MURRAY

By: Peter L. Murray

PLM:ech

RESOLUTION OF THE MUNICIPAL OFFICERS OF THE CITY OF LEWISTON, MAINE, IN FURTHERANCE OF THE DEVELOPMENT OF THE HYDROELECTRIC POTENTIAL OF THE ANDROSCOGGIN RIVER AT LEWISTON FALLS, LEWISTON, MAINE, BY AUTHORIZING AND APPROVING THE EXECUTION OF A PROJECT AGREEMENT BY AND BETWEEN THE CITY OF LEWISTON, MAINE, LEWISTON COMMUNITY ENTERPRISES, INC., THE CITY OF AUBURN, MAINE, CENTRAL MAINE POWER COMPANY, UNION WATER POWER COMPANY, CUMBERLAND SECURITIES CORPORATION AND THE CENTRAL SECURITIES CORPORATION, THE EXECUTION A TAX AND REVENUE SHARING AGREEMENT BY AND BETWEEN THE CITY OF LEWISTON, MAINE,AND THE CITY OF AUBURN, MAINE AND BY AUTHORIZING AND APPROVING THE TAKING OF ALL ACTIONS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THE PROJECT AGREEMENT AND TO PROTECT THE INTERESTS OF THE CITIZENS OF LEWISTON, MAINE.

WHEREAS, the Androscoggin River at Lewiston has been the lifeblood of the City of Lewiston for more than a century, pumping its domestic water, lighting its streets and powering its mills, and

WHEREAS, in recognition of the importance of the Androscoggin River to the City of Lewiston, the City of Lewiston on November 18, 1982, filed a preliminary permit application with the Federal Energy Regulatory Commission to study alternative ways to develop the hydroelectric potential of the Androscoggin River at Lewiston Falls, and

WHEREAS, in response to the City's preliminary permit application, Union Water Power Company filed an objection to said application and on June 10, 1983, filed an application for amendment of Union Water Power Company's Federal Energy Regulatory Commission License No. 2302, and

WHEREAS, to protect the interests of the citizens of Lewiston in the development of the Androscoggin River at Lewiston Falls, the City of Lewiston on May 15, 1984, filed a license application for a major modified project with the Federal Energy Regulatory

Commission seeking authority to develop the full water power potential of the Androscoggin River at Lewiston Falls, and

WHEREAS, to protect the interests of the citizens of the City of Auburn, Maine, in the development of the Androscoggin River at Lewiston, Maine, the City of Auburn, Maine, has sought and has been granted intervenor status in the above-described proceedings, and

WHEREAS, the ensuing litigation has resulted in significant complexities and a probable delay in the development of the water resources of the Androscoggin River at Lewiston Falls by any party, and

WHEREAS, it has become clear that the interests of the citizens of Lewiston, Maine, and the citizens of Auburn, Maine, as well as the interests of the customers and stockholders of Central Maine Power Company, the parent company of Union Water Power Company, will be affected by any resolution of this dispute between the parties, and

WHEREAS, the parties have concluded it is in their best interests and in the public interest to resolve their competing applications by the negotiation and execution of a Project Agreement under terms set forth fully within the Project Agreement, a copy of which is before the City Council and is attached hereto, and

WHEREAS, by execution of the Project Agreement, the parties will settle all pending litigation between them concerning the development of the hydroelectric resources of the Androscoggin River at Lewiston Falls, Maine, and will expedite the develop-

ment of said resources to the benefit of all parties,

NOW, THEREFORE, BE IT VOTED AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEWISTON, MAINE:

Section 1. The form and content of the Project Agreement and all documents incorporated therein which is before the City Council at this meeting, is hereby approved and may be amended from time to time by insertion or deletion of such other terms and provisions as are not inconsistent herewith and as may be approved by the Mayor and the City Council by the execution thereof.

Section 2. The Mayor and/or the City Administrator, upon the advice of counsel to the City, are hereby authorized to make, enter into, execute and deliver, all deeds, covenants, agreements, loan agreements, security agreements, mortgages, contracts, trust agreements and financing agreements, that are necessary or convenient to the fulfilling of the terms of the Project Agreement. The actions of the Mayor and/or the City Administrator may include, but shall not be limited to:

a) conveying and acceptance of conveyance of right, title or interest in certain real property and certain land and water rights as described in the Project Agreement, or as may be necessary or convenient to the implementation of the purposes and intent of the Project Agreement;

b) amendment, modification, settlement or withdrawal of any permit or license application filed by the City of Lewiston with the Federal Energy Regulatory Commission;

c) filing and prosecution of any permit or license or exemption from licensing with the Federal Energy Regulatory Commission or any other federal or state license or permit necessary or convenient to fulfill the purposes and intent of the Project Agreement or to protect the interests of the City of Lewiston;

d) execution and delivery of contracts, agreements necessary for or consistent with the removal and replacement of City of Lewiston's Municipal Pumping Facility;

e) execution and fulfillment of the terms of an interim power purchase agreement with Central Maine Power Company for the sale of energy and capacity generated at the City of Lewiston's Municipal Generating Facility;

f) execution and fulfillment of the terms of a long-term purchase power agreement with Central Maine Power Company for the sale of energy and capacity from any generating facility owned and operated by the facility pursuant to the agreement;

g) the giving and acceptance of such other consideration as may be required by or convenient to the terms of the Project Agreement;

h) the taking of any actions which the City Administrator shall from time to time determine to be necessary and convenient to the fulfillment of the purposes and intent of the Project Agreement;

i) in the event of breach or voiding of the Project Agreement in whole or in part, the taking of any action reasonably necessary to protect the interests of the citizens of the

City of Lewiston, which action is consistent with prior resolutions of the City Council on this matter, the Maine Revenue Producing Municipal Facilities Act, as amended, or the Federal Power Act, as amended.

Section 3. The Mayor and/or the City Administrator, upon the advice of counsel to the City, are authorized, on behalf of the City Council of the City of Lewiston, to enter into a tax and revenue sharing agreement with the City of Auburn, Maine, which is before the City Council and a copy of which is attached hereto, to fulfill the purposes and intent of the Project Agreement.

The City Clerk is hereby authorized to affix the seal of the City on the Project Agreement, and all documents described in or incorporated within the Project Agreement, as approved by the Mayor and/or the City Administrator, and to attest to the same.

The Resolution shall take effect immediately.

DATED: December 3, 1984.

CITY COUNCIL
CITY OF LEWISTON, MAINE

A true copy, Attest:

Gerald P. Berube
City Clerk
Lewiston, Maine

CMP Central Maine Power Company
GENERAL OFFICE, EDISON DRIVE, AUGUSTA, MAINE 04336
(TWX NUMBER, CMP-AGUA 710-226-0195)
(207) 623-3521

December 13, 1984

City of Lewiston
City Building
Lewiston, Maine 04240

Attention: City Administrator

City of Auburn
45 Spring Street
Auburn, Maine 04210

Attention: City Manager

Lewiston Community Enterprises, Inc.
c/o Jere R. Clifford, Esq.
Clifford, Clifford, Samp & Stone
640 Main Street
P. O. Box 590
Lewiston, Maine 04240

Re: Lewiston Falls Hydroelectric Project

Dear Sirs:

This opinion is given pursuant to paragraph 25 of the Project Agreement dated December 5, 1984 (the "Project Agreement") by and among the City of Lewiston, Maine, the City of Auburn, Maine, Lewiston Community Enterprises, Inc., Central Maine Power Company ("CMP"), The Union Water-Power Company ("Union"), Cumberland Securities Corporation ("Cumberland"), and Central Securities Corporation ("Central"). I am Secretary and Clerk of CMP, Cumberland and Central, Clerk of Union and Associate General Counsel of CMP, and am generally familiar with the actions of those corporations relating to the Project Agreement. In that connection, I have examined originals or copies certified or otherwise identified to my satisfaction of:

1. Charter documents and by-laws of CMP, Union, Cumberland and Central, all as amended to date;

2. Minutes of meetings of the shareholders and directors of CMP, Union, Cumberland and Central, as kept in their minute books;

3. The proceedings of the Board of Directors of CMP, Union, Cumberland and Central, authorizing among other things the execution and delivery of the Project Agreement; and

4. Such other documents, instruments, certificates and corporate records as I considered necessary for purposes of this opinion.

Based on the foregoing, I am of the opinion that the execution of the Project Agreement has been properly and effectively approved and authorized by CMP, Union, Cumberland and Central in accordance with the Maine Constitution, the Maine Revised Statutes, the Certificates of Organization, and the By-Laws of said corporations, and that the Project Agreement is valid, binding and enforceable as against said corporations.

My opinion that the Project Agreement is enforceable as against said corporations is qualified to the extent that enforcement of the rights and remedies created by it is subject to bankruptcy, insolvency, reorganization and similar laws of general application affecting the rights and remedies of creditors and secured parties, and that the availability of the remedy of specific enforcement or of injunctive relief is subject to the discretion of the court before which any proceeding therefor may be brought.

Very truly yours,

William M. Finn

cc: Peter L. Murray, Esq.
Murray, Plumb & Murray
30 Exchange Street
Portland, Maine 04101

G. Curtis Webber, Esq.
Linnell, Choate & Webber
83 Pleasant St., P.O. Box 190
Auburn, Maine 04210

AGREEMENT FOR LEASE OF WATER RIGHTS

THIS AGREEMENT made as of the 30th day of March, 1987, between CENTRAL MAINE POWER COMPANY, a Maine corporation having its principal office at Augusta, Kennebec County, Maine ("CMP") and CITY OF LEWISTON, a municipal corporation organized and existing under the constitution and laws of Maine and also have its principal office at Lewiston, Androscoggin County, Maine ("Lewiston");

W I T N E S S E T H, T H A T:

WHEREAS, Lewiston now has certain rights to take water from the Androscoggin River; and

WHEREAS, Lewiston and, inter alia, CMP have entered into a Project Agreement which provides for the development of a hydroelectric project in Lewiston, Maine; and

WHEREAS, under said Project Agreement, Lewiston has agreed, upon certain notice by CMP, to discontinue electric generation at the generating station now owned by Lewiston where it uses its said water rights (the "municipal facility"); and

WHEREAS, in said Project Agreement, Central Securities Corporation ("Central") has agreed to convey to Lewiston a certain generating site on the canal system owned by The Union Water-Power Company ("Union") in Lewiston, Maine, namely, the Androscoggin Upper generating site, so called; and

WHEREAS, for a period of time beginning when Lewiston ceases generation at its municipal facility and ending when Central conveys to Lewiston said Androscoggin Upper generating

site, Lewiston will be unable to use its said water rights; and

WHEREAS, CMP has agreed to purchase the use of water of Lewiston under said water rights at the market value of said water during the period beginning when Lewiston ceases generation at its municipal facility following notice by CMP and ending when Central conveys to Lewiston said Androscoggin Upper generating facilities;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained to be kept and performed by the parties hereto, it is agreed as follows:

1. Subject to the terms and conditions herein contained, and further subject to the priorities, rights, and obligations contained in certain indentures, convenants, and agreements as described and interpreted in Judge Savage's Decree in Union Water Power Company, et al., v. Libbey & Dingley Company et al., dated November 8, 1906, beginning on the date that Lewiston, by notice given as hereinafter provided, notifies CMP that Lewiston (following notice to Lewiston by CMP pursuant to the aforesaid Project Agreement) has discontinued the generation of electricity at its municipal facility and ending on the date that a deed from Union to Lewiston of certain water rights as provided in paragraph 13 of a certain Project Agreement of even date herewith between Lewiston, inter alia, and CMP, inter alia, is recorded in the Androscoggin County Registry of Deeds, Lewiston agrees to furnish, deliver and lease to CMP and CMP agrees to let from Lewiston such water to which Lewiston has rights as is available at Union's dam and

hydraulic system for use by hydroelectric generating units located on said canal system.

2. CMP agrees to pay Lewiston a monthly charge for water usage at the rate of 7.5 mills ($.0075) per horsepower-hour. Based upon historical data showing that Union would be able to use Lewiston's water 40% of the time in any normal year, the parties agree that Lewiston's water rights will produce 1,796,247 horsepower hours of energy per year. The monthly charge for water usage to be paid by CMP is accordingly $1,123.33. The foregoing amount may be adjusted by agreement of the parties for any year in which water supply conditions are substantially abnormal.

3. CMP and Union will allow representatives of Lewiston to enter upon their premises at any time during the term of this Agreement for the purpose of determining and/or verifying the amount of water used by CMP pursuant to this Agreement. This right shall include the right to install, operate and maintain meters and other measuring equipment.

4. Each party shall indemnify the other party, its officers, agents, and employees against all loss, damage, expense, and liability to third persons for injury to or death of persons or injury to property, proximately caused by the indemnifying party's negligent construction, ownership, operation, or maintenance of any of such party's works or facilities used in connection with this Agreement; provided, however, that neither party, nor its officers, agents, directors or employees shall be liable to the other party, its

agents, officers, directors or employees for incidental, special, indirect or consequential damages of any nature connected with or resulting from performance of this Agreement. The indemnifying party shall, on the other party's request, defend any suit asserting a claim covered by this indemnity. The indemnifying party shall pay all costs that may be incurred by the other party in enforcing this indemnity.

5. Neither CMP nor Lewiston shall be liable to the other party for failure to perform its obligations hereunder arising out of an "uncontrollable force." An "uncontrollable force" for the purposes hereof shall mean a storm, flood, drought, lightning, earthquake, fire, explosion, failure of facilities (including Union's dam and hydraulic systems), civil disturbance, labor disturbance, sabotage, war, national emergency, restraint by court or public authority, or other causes beyond their reasonable control.

6. This Agreement and all rights, obligations and performance of the parties hereunder are subject to the regulation and control by those governmental agencies having jurisdiction thereof, the transactions hereunder, or the parties hereto; and this Agreement shall be subject to such restrictions and modifications as may be required thereby.

7. All the property owned by Lewiston, including meters and other measuring equipment, located on the premises of CMP or Union shall be deemed to be personal property and title thereto shall remain in Lewiston, and Lewiston shall be allowed a reasonable time after the expiration of the term of this

Agreement or its earlier termination to remove all of its said property.

8. The failure of any party hereto to complain of any act or omission on the part of the other party hereto, no matter how long the same may continue, shall not be deemed a waiver of said party of any of its rights hereunder. No waiver by any party hereto at any time, express or implied, of any default or of any breach or modification of any provision of this Agreement shall be deemed a waiver or a default, breach or modification of any other provision of this Agreement or a consent to any subsequent default, breach or modification.

9. All notices herein provided for shall be deemed sufficient if sent by mail, postage prepaid, to CMP at Edison Drive, Augusta, Maine 04330, and to Lewiston, at c/o Lucien Gosselin, City Administrator, City Hall Building, Lewiston, Maine 04240. Both parties reserve the right to change their respective addresses for notice upon written notification to the other party.

10. CMP may assign and transfer its rights and obligations under this Agreement to any affiliate of CMP.

11. This contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Central Maine Power Company has caused its corporate name to be signed by Charles E. Monty, its Ex. Vice President thereunto duly authorized, and said City of Lewiston has caused this Agreement to be executed by Lucien

Gosselin, its City Administrator, thereunto duly authorized, all as of the date and year first above written.

WITNESSES:

CENTRAL MAINE POWER COMPANY

By: _____
Its Exec. Vice President

CITY OF LEWISTON

By: Lucien B. Gosselin
Its City Administrator

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that CITY OF LEWISTON, a municipal corporation established pursuant to the laws of the State of Maine and having its principal office in Lewiston, in the County of Androscoggin, and State of Maine, in consideration of One Dollar ($1.00) and other valuable considerations to it paid by THE UNION WATER-POWER COMPANY, a corporation organized and existing under the laws of the State of Maine and having its principal place of business in said Lewiston, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE, BARGAIN, SELL and CONVEY, and forever QUITCLAIM unto said The Union Water-Power Company, its successors and assigns, all of its water rights, and all other appurtenant rights and interests, in and to the Androscoggin River in the State of Maine, including without limitation the following water rights granted to said City of Lewiston by the following instruments:

1. Indenture dated November 5, 1877, by and between FRANKLIN COMPANY and said City of Lewiston, and recorded in Androscoggin Registry of Deeds, in Book 90, Page 367;

2. Waiver dated November 5, 1877, by and between said Franklin Company, CONTINENTAL MILLS, LEWISTON BLEACHERY AND DYE WORKS, HILL MANUFACTURING CO., ANDROSCOGGIN MILLS, and BATES MANUFACTURING CO., on the one hand, and said City of Lewiston, on the other hand, and recorded in Androscoggin County Registry of Deeds, in Book 90, Page 365;

3. Lease dated September 21, 1887, by and between said Franklin Company and said The Union Water-Power Company, on the one hand, and said City of Lewiston, on the other hand, and recorded in Androscoggin County Registry of Deeds, in Book 129, Page 98; and

4. Indenture dated June 21, 1937, and executed on April 11, 1939, by and between said The Union Water-Power Company and said City of Lewiston, and recorded in Androscoggin County Registry of Deeds, Book 495, Page 559.

The purpose of this conveyance is to convey to said The Union Water-Power Company all water rights held by said City of Lewiston in and to the Androscoggin River in said City of Lewiston, and such water rights are hereby conveyed by said City of Lewiston to said The Water-Power Company, whether specifically described herein or not; provided, however, that said The Union Water-Power Company will by Deed of even date herewith, to be recorded following the recording of this Quitclaim Deed, convey to said City of Lewiston certain water rights with respect to said Androscoggin River.

The aforesaid grant is made and accepted without warranty or representation by Grantor, its successors and assigns, that their enjoyment may not lawfully be impeded by others claiming prior rights inconsistent with or superior to any of them, however acquired.

TO HAVE AND TO HOLD, the same, together with all the privileges and appurtenances thereunto belonging, to it, said The Union Water-Power Company, its successors and assigns forever.

IN WITNESS WHEREOF, City of Lewiston has caused its corporate name to be signed and its corporate seal to be affixed by Alfred A. Plourde, its Mayor hereunto duly authorized, as of the day of , 1987.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

CITY OF LEWISTON

By: _____
Its Mayor

ACKNOWLEDGEMENT

STATE OF MAINE
ANDROS , SS

MARCH 30, 1987

Personally appeared the above-named ALFRED A. PLOURDE, MAYOR of City of Lewiston, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

_____
Notary Public

Print Name: GERALD P. BERUBE

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that LEWISTON COMMUNITY ENTERPRISES, INC., a local development corporation organized and existing under the provisions of Chapter 54 of the Revised Statutes of Maine, 1954, as amended, and having its principal office in Lewiston, in the County of Androscoggin and State of Maine, in consideration of One Dollar ($1.00) to it paid by CENTRAL SECURITIES CORPORATION, a corporation organized and existing under the laws of the State of Maine and having its principal place of business in Augusta, in the County of Kennebec, in said State of Maine, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE, BARGAIN, SELL and CONVEY and forever QUITCLAIM unto said Central Securities Corporation, its successors and assigns, all of its right, title, interest in and to the premises described as Parcel II.C in a certain Indenture, made as of November 2, 1964, by and between said Lewiston Community Enterprises, Inc., and said Central Securities Corporation, and recorded in Androscoggin County Registry of Deeds in Book 927, Page 71, together with all rights, benefits, privileges, conditions, restrictions, and other agreements recited in said Indenture made as of November 2, 1964.

The purpose of this conveyance is to release unto said Central Securities Corporation all of the rights and interests of said Lewiston Community Enterprises in said Parcel II.C set forth in or arising under said Indenture made as of November 2,

1964, including without limitation any rights to reconveyance of any property described in said Indenture.

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenances thereunto belonging, to it, said Central Securities Corporation, its successors and assigns forever.

IN WITNESS WHEREOF, Lewiston Community Enterprises, Inc., has caused its corporate name to be signed and its corporate seal affixed by Lucien B. Gosselin, its President hereunto duly authorized, as of the day of , 1987.

SIGNED, SEALED AND DELIVERED:

LEWISTON COMMUNITY ENTERPRISES, INC.

Jane Hartwell

BY: Lucien B. Gosselin
Its President

ACKNOWLEDGEMENT

STATE OF MAINE
Androscoggin , SS

March 30 , 1987

Personally appeared the above-named Lucien B. Gosselin, Pres. of Lewiston Community Enterprises, Inc., and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

Jane Hartwell
~~Notary Public~~ Attorney at Law

Print Name: Jane Hartwell

D E E D

KNOW ALL MEN BY THESE PRSESENTS, that CENTRAL SECURITIES CORPORATION, a corporation organized and existing under the laws of the State of Maine and having its principal place of business in Augusta, in the County of Kennebec, in said State of Maine (hereinafter sometimes called the "Grantor"), in consideration of One Dollar ($1.00) and other valuable considerations, paid to it by CITY OF LEWISTON, a municipal corporation established pursuant to the laws of the State of Maine and having its principal office in Lewiston, in the County of Androscoggin, in said State of Maine (hereinafter sometimes called the "Grantee"), does hereby REMISE, RELEASE, BARGAIN, SELL and CONVEY, and forever QUITCLAIM unto said City of Lewiston, its successors and assigns, but subject to the exceptions and reservations herein contained, a certain lot or parcel of land, with the buildings thereon, situated in said Lewiston and bounded and described as follows:

> Beginning at a point ten (10) feet westerly from the westerly line of the Main Canal, now of The Union Water-Power Company and described in a certain deed of the Franklin Company dated December 5, 1878, and recorded in Androscoggin County Registry of Deeds, in Book 95, Page 411, and Southerly six hundred and seventeen (617) feet more or less from the point of intersection of a line ten (10) feet westerly from and parallel to the Westerly line of said Main Canal and a line seventy-four feet and fifty-eight one hundredths of a foot (74.58) Northerly from and parallel to the base or bottom of the Northerly end of the Androscoggin Mill No. 1 so-called; thence Southerly by a line ten (10) feet Westerly from and parallel to the Westerly line of the Main Canal a distance of seventy-two (72) feet more or less; thence Southwesterly a distance of one hundred and ninety-two

(192) feet by a line which is four feet and sixty-two one hundredths of a foot (4.62) distant Southerly from and parallel to the southerly end of the "wheel house" or Generator Building of the Upper Androscoggin Station so-called to a point four feet and sixty-two one hundredths (4.62) of a foot southeasterly of the southwesterly corner of said "wheel house"; thence northwesterly in a line along the Westerly line of said "wheel house" sixty feet and twelve hundredths of a foot (60.12) more or less to the southerly wall of the extension at the northwesterly corner of said "wheel house"; thence southwesterly along said southerly wall of said "wheel house" extension seven feet and ninety-two hundredths of a foot (7.92) more or less to the common wall between the said "wheel house" extension and the easterly end wall of the Machine Shop Building so-called, such common wall comprising the westerly wall of said "wheel house" extension; thence northwesterly along said common wall fourteen feet and twenty-five hundredths of a foot (14.25) more or less to the common wall beteen said "wheel house" extension and the connecting passage building between Mill No. 1 and said Machine Shop Building, such common wall comprising the northerly wall of said "wheel house" extension; thence northeasterly along the last said common wall fifteen feet and sixty-seven hundredths of a foot (15.67) more or less to the common wall at the westerly side of Mill No. 1; thence southeasterly along the last said common wall two feet and forty-two hundredths of a foot (2.42) more or less to the southwesterly corner of Mill No. 1; thence northeasterly along the common wall between Mill No. 1 and said "wheel house"; said common wall comprising the northerly wall of said "wheel house", seventy-four feet and eighty-three hundredths of a foot (74.83) more or less to the southeasterly corner of Mill No. 1; thence continuing northeasterly in a straight line along the line of the last said common wall extended one hundred and nine (109) feet more or less to the point of beginning.

Together with any and all transferable right, title and interest of Grantor to any rights of access across the property of others to and from the premises conveyed herein.

Subject, however, to all rights and easements granted by Bates Manufacturing Company to Lewiston Realty Co. by deed dated July 7, 1964, and recorded in said Registry, Book 919, Page 77.

And further subject to the rights of Bates Fabrics, Inc., as successor to Bates Manufacturing Company, under a certain Indenture of Lease made as of November 2, 1964, by and between said Bates Manufacturing Company and Lewiston Community Enterprises, Inc.

Excepting and reserving from the aforesaid conveyance the rights, privileges and easements granted to Central Maine Power Company by deed of said Central Securities Corporation of even date herewith and to be recorded contemporaneously herewith in Androscoggin County Registry of Deeds.

Meaning and intending to convey and hereby conveying the land, with the buildings thereon, subject to the aforesaid reservations and exceptions, described as Parcel II.C in a certain Indenture, made as of November 2, 1964, by and between LEWISTON COMMUNITY ENTERPRISES, INC., of Lewiston, Maine, and said Central Securities Corporation, and recorded in Androscoggin County Registry of Deeds, in Book 927, Page 71.

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenances thereunto belonging, to it, said City of Lewiston, its successors and assigns forever, subject to the reversionary interest herein reserved.

And said Central Securities Corporation does COVENANT with the said Grantee, its successors and assigns that it will WARRANT AND FOREVER DEFEND the premises to it, the said Grantee, its successors and assigns forever, against the lawful claims of all persons claiming by, through or under it.

IN WITNESS WHEREOF, Central Securities Corporation has caused its corporate name to be signed and its corporate seal affixed by Charles E. Monty, its President hereunto duly authorized, and said City of Lewiston has caused its corporate name to be signed and its seal affixed by Alfred Plourde, its Mayor hereunto duly authorized, all as of the day of , 1987.

SIGNED, SEALED and DELIVERED
In the Presence of:

CENTRAL SECURITIES CORPORATION

By: _____
Its President

CITY OF LEWISTON

By: _____
Its Mayor

ACKNOWLEDGEMENTS

STATE OF MAINE
Androscoggin, ss.

March 30, 1987

Personally appeared the above-named Charles E. Monty, President, of Central Securities Corporation and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

_____
~~Notary Public~~ Attorney-at-Law

Print name: Everett P. Ingalls

STATE OF MAINE
ANDROS, ss.

MARCH 30, 198

Personally appeared the above-named ALFRED A. PLOURDE, of the City of Lewiston, Maine and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

Gerald P. Berube
Notary Public

Print name: GERALD P. BERUBE

To the extent that they have any rights in the premises conveyed by the foregoing deed, CENTRAL MAINE POWER COMPANY, of Augusta, maine, THE UNION WATER-POWER COMPANY, of Lewiston, Maine, and CUMBERLAND SECURITIES CORPORATION, of Augusta, Maine, hereby remise, release, bargain, sell, convey, and forever quitclaim unto said CITY OF LEWISTON all such rights.

DATED: , 198 .

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

CB/ls

to all

three

CENTRAL MAINE POWER COMPANY

By: [signature]
Its Exec Vice President

THE UNION WATER-POWER COMPANY

By: [signature]
Its President

CUMBERLAND SECURITIES
CORPORATION

By: [signature]
Its President

D E E D

KNOW ALL MEN BY THESE PRESENTS, that CUMBERLAND SECURITIES CORPORATION, a corporation organized and existing under the laws of the State of Maine and having its principal place of business at Augusta, in the County of Kennebec and State of Maine, in consideration of One Dollar ($1.00) and other valuable consideration paid to it by CITY OF LEWISTON, a municipal corporation established pursuant to the laws of the State of Maine and having its principal office in Lewiston, in the County of Androscoggin, in the said State of Maine, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE, BARGAIN, SELL and CONVEY, and forever QUITCLAIM unto said City of Lewiston, its successors and assigns, all hydroelectric generating equipment and structures and accessory electrical parts and equipment, whether or not fixed, including switchgear, intake racks, substations, electrical connections, and transmission lines, both underground and overhead, located upon land conveyed to said City of Lewiston by Central Securities Corporation, by deed of even date herewith, to be recorded contemporaneously herewith, said land being the Androscoggin Upper generating site, together with the transmission line or lines running from the Androscoggin Upper substation (conveyed herein) to a certain substation of Cumberland Securities Corporation and situated at the Hill division described as Parcel No. II.A in a certain Indenture dated as of November 2, 1964, by and between Lewiston Community

Enterprises, Inc., and said Central Securities Corporation and recorded in Androscoggin County Registry of Deeds in Book 927, Page 71.

Together with the right to connect transmission lines running from said substation located at said Androscoggin Upper generating facility and to be conveyed to said City of Lewiston to said substation of said Cumberland Securities Corporation located at said Hill division.

And together with any and all transferable right, title and interest of Grantor to any rights of access across the property of others to and from the land conveyed to said City of Lewiston by said Central Securities Corporation by said deed of even date herewith; including without limitation (to the extent transferable) rights of access described in a certain Indenture dated November 2, 1964, by and between Bates Manufacturing Company and Lewiston Community Enterprises and recorded in Androscoggin County Registry of Deeds in Book 927, Page 16, and conveyed by said Lewiston Community Enterprises to Grantor herein by Deed dated November 2, 1964, and recorded in said Registry in Book 927, Page 89.

This conveyance is made subject to the terms and conditions of a certain Indenture of Lease dated November 2, 1964, by and between said Lewiston Community Enterprises, Inc., of Lewiston, Maine, and Bates Fabrics, Inc., successor to Bates Manufacturing Company. So long as said Indenture of Lease dated November 2, 1964, remains in effect, said Lewiston Community Enterprises, Inc., remains responsible for the

payment of all taxes assessed against the premises therein remised, including the properties, rights and easements herein conveyed to the Grantee.

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenances thereunto belonging, to it, said City of Lewiston, its successors and assigns forever.

IN WITNESS WHEREOF, Cumberland Securities Corporation has caused its corporate name to be signed and its corporate seal affixed by Charles E. Monty, its officer thereunto duly authorized, as of the day of , 1987.

SIGNED, SEALED AND DELIVERED

CUMBERLAND SECURITIES CORPORATION

By: _____
Its President

STATE OF MAINE
CUMBERLAND, SS

, 1987

Personally appeared the above-named Charles E. Monty, President of Cumberland Securities Corporation, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

_____
~~Notary Public~~ attorney-at-law

Print Name: Everett P. Ingalls

To the extent that they have any rights in the hydroelectric generating equipment and structures and accessory electrical parts and equipment conveyed by the foregoing deed, CENTRAL MAINE POWER COMPANY, of Augusta, Maine, THE UNION WATER-POWER COMPANY, of Lewiston, Maine, and CENTRAL SECURITIES

CORPORATION, of Augusta, Maine, hereby remise, release, bargain, sell, convey, and forever quitclaim unto said CITY OF LEWISTON all such rights.

Dated: _____, 1987

SIGNED, SEALED and DELIVERED
IN THE PRESENCE OF:

_____

CENTRAL MAINE POWER COMPANY

By: _____
Its Exec. Vice President

_____

THE UNION WATER-POWER COMPANY

By: _____
Its President

_____

CENTRAL SECURITIES CORPORATION

By: _____
Its President

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that THE UNION WATER-POWER COMPANY, a corporation organized and existing under the laws of the State of Maine and having its principal place of business in Lewiston, in the County of Androscoggin, in said State of Maine (sometimes hereinafter called the "Grantor"), in consideration of the premises and of other valuable considerations to it paid by CITY OF LEWISTON, a municipal corporation established pursuant to the laws of the State of Maine and having its principal office in said Lewiston (hereinafter sometimes called the "Grantee"), the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE, BARGAIN, SELL, and CONVEY and forever QUITCLAIM unto said City of Lewiston, its successors and assigns, the following rights in and to water flowage in the Androscoggin River, in Lewiston, Maine, to be flowed to Grantee through the "Main Canal" as described in a certain deed dated December 5, 1878, given by the FRANKLIN COMPANY to Grantor, and recorded in Androscoggin County Registry of Deeds, in Book 95, Page 411, subject to the restrictions, limitations, terms and conditions hereinafter set forth:

A. One hundred fifty cubic feet per second (150 cfs) furnished at the intake of the Androscoggin Upper generating facilities to be conveyed by Central Securities Corporation to Grantee by deed of even date herewith and to be recorded contemporaneously herewith; and

B. Surplus flowage above a river flow of eight thousand two hundred eighty cubic feet per second (8,280 cfs) up to a maximum surplus flowage of five hundred fifty-five cubic feet per second (555 cfs) above a river flow of 8,280 cfs, to be furnished at the intake of said Androscoggin Upper generating facilities.

The foregoing water rights are granted upon and are subject to the following terms and conditions:

1. Grantor shall not be liable for failure for interruption of water delivery due to unforeseeable causes beyond its reasonable control and without its fault or negligence, including without limitation fire, explosion, riot, failure or interruption of services, sabotage, strikes, acts of God, drought or accidents nor due to appropriation or diversion of water by rule or order of any governmental authority having jurisdiction thereof, nor for failure to deliver water during such times as it may be obliged to temporarily discontinue delivering the water hereby contracted for on account of river conditions, and in the case the water delivery is so interrupted, the Company will restore water delivery as soon as it reasonably can; provided, however, that in the event that due to any of the aforesaid causes, water cannot be delivered to said Androscoggin Upper generating facilities but can be stored, Grantor shall, as soon as is reasonably feasible, release such stored water to Grantee as reasonably requested by Grantee. Without limiting the generality of the preceding sentence, Grantor shall not be liable to reimburse Grantee, or

otherwise pay, for electricity that Grantee may have to purchase in substitution for electricity generated at said Androscoggin Upper generating facilities, with respect to any period during which the provision of water to Grantee is interrupted.

2. In the event that generation ceases or is interrupted, temporarily or permanently, at any of the "Bates" or "Hill" generating facilities on the canal system described in said deed dated December 5, 1878, by Franklin Company to Grantor, the aforesaid river flow of 8,280 cfs (above which Lewiston's 555 cfs is to be taken) shall be reduced, for the duration of such cessation or interruption of generation, to reflect the reduction in water required for generation at any sites at which generation ceases or is interrupted, provided, however, that if generation ceases or is interrupted at either the "Bates" or "Hill" generating facilities and is increased at the other generating facility, or is commenced or increased at another generating facility owned or operated by Grantor, Central Maine Power Company, or any affiliate thereof such commencement or increase shall be treated for purposes of this paragraph 2 as a resumption of generation at the site at which generation ceased or was interrupted.

3. Grantee understands and agrees that it is necessary periodically to drain the canal system described in said deed dated December 5, 1878, given by said Franklin Company to Grantor and the head pond immediately upstream from said canal system. The water rights hereinbefore granted are subject to

the right of Grantor, its successors and assigns, to drain said canal system and said head pond periodically for the purpose of reasonable inspection, maintenance, and repair of said canal system or said head pond 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. During any period that said canal system or said head pond is being drained, is drained, or is 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; provided, however, that in the event that due to any of the aforesaid causes, water cannot be delivered to said Androscoggin Upper generating facilities but can be stored, Grantor shall, as soon as is reasonably feasible, release such stored water to Grantee as reasonably requested by Grantee.

4. Grantor, its successors and assigns, shall be entitled to install, maintain, repair, and replace monitoring devices on property owned by Grantee, for the purpose of monitoring the delivery of water to the Grantee pursuant to the water rights hereinbefore granted and shall be entitled, at reasonable times, to enter on the property of Grantee to ensure that water furnished to Grantee neither falls short of nor exceeds the amounts herein granted, to check any such monitoring equipment, or for any other purpose connected with the operation of said canal system.

5. Grantor reserves unto itself, its successors and assigns, at any time and from time to time, the right to reconstruct or relocate said canal system or any of Grantor's dams and control works, or any part thereof, and to construct any new work on the Lewiston Falls of the Androscoggin River which, in its or their sole judgment, may be necessary or desirable, now or in the future, provided, however, that no such reconstruction or relocation of said canal system shall unreasonably interfere with the rights hereinbefore granted or unreasonably interrupt the flow of water hereinbefore provided for.

6. In the event that Grantor, its successors or assigns, are required by regulatory requirement or other exigency to divert the flow of the Androscoggin River around its dam system, the obligation of Grantor, its successors and assigns, to furnish the water flowage provided for pursuant to the aforesaid water rights hereinbefore granted shall be suspended for such period and Grantor shall have no obligation to reimburse Grantee, or otherwise pay, for substitute electricity.

7. The aforesaid grant of water rights to the extent of 9 cfs is made subject to all rights of Bates Fabrics, Inc., as successor to Bates Manufacturing Company, under a certain Indenture of Lease by and between said Bates Manufacturing Company and Lewiston Community Enterprises, Inc., dated as of November 2, 1964.

8. This conveyance is further subject to the priorities, rights, and obligations contained in certain indentures,

covenants, and agreements as interpreted in Judge Savage's Decree in Union Water Power Company, et al. v. Libbey & Dingley Company et al., dated November 8, 1906.

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

IN WITNESS WHEREOF, said The Union Water-Power Company has caused this instrument to be signed in its corporate name and sealed with its corporate seal by its officer hereunto duly authorized, as of the day of , 1987.

SIGNED, SEALED and DELIVERED
In the Presence Of:

THE UNION WATER-POWER COMPANY

By: C E Monty
Its President

STATE OF MAINE
Androscoggin, ss.

March 30, 1987

Personally appeared the above-named Charles E. Monty, President of The Union Water-Power Company and acknowledged the foregoing instrument to his fee act and deed in his said capacity and free act and deed of said corporation.

Before me,

~~Notary Public~~ Attorney-at-Law
Print name: Everett P. Ingalls

D E E D

KNOW ALL MEN BY THESE PRESENTS, that THE UNION WATER-POWER COMPANY, a corporation organized and existing under the laws of the State of Maine and having its principal place of business in Lewiston, in the county of Androscoggin, and State of Maine, in consideration of One Dollar ($1.00) and other valuable consideration paid by CITY OF LEWISTON, Maine, a municipal corporation established pursuant to the laws of the said State of Maine and having its principal office in said Lewiston, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE, BARGAIN, SELL, and CONVEY, and forever QUITCLAIM unto said City of Lewiston, its successors and assigns forever, the following rights, privileges and easements:

1. The right to enter the premises conveyed to said The Union Water-Power Company by deed of Franklin Company dated December 5, 1878 and recorded in Androscoggin Registry of Deeds, in Book 95, Page 411, for the purpose of maintaining, repairing and replacing transmission lines from the substation facility to be conveyed to said City of Lewiston by Cumberland Securities Corporation by deed of even date herewith and to be recorded contemporaneously herewith, which substation is associated with the Androscoggin Upper generating facility described as Parcel II.C in a certain Indenture dated as of November 2, 1964, by and between Lewiston Community Enterprises, Inc., and Central Securities Corporation and

recorded in Androscoggin County Registry of Deeds, in Book 927, Page 71, to substation facility of said Cumberland Securities Corporation situated at the Hill division described as Parcel II.A in said Indenture dated as of November 2, 1964.

2. The right and privilege to repair, replace and maintain in locations determined by said The Union Water-Power Company such electric transmission lines, together with all necessary appurtenances and supporting devices, as may be necessary to connect said substation to be conveyed to said City of Lewiston by said Cumberland Securities Corporation to said substation of said Cumberland Securities Corporation situated at said Hill division.

3. The right to maintain over land of said The Union Water-Power Company transmission lines running from said Androscoggin Upper generating facility to said substation to be conveyed to said City of Lewiston by said Cumberland Securities Corporation, together with the right to enter onto premises of said The Union Water-Power Company for the purpose of maintaining, repairing or replacing said transmission lines.

TO HAVE AND TO HOLD, the same, together with all the privileges and appurtenances thereunto belonging, to it, said City of Lewiston, its successors and assigns forever.

IN WITNESS WHEREOF, said The Union Water-Power Company has caused its corporate name to be signed and its corporate seal to be affixed by Charles E. Monty, its President

hereunto duly authorized, as of the day

of 1987.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

THE UNION WATER-POWER COMPANY

By: _____
Its President

STATE OF MAINE
Androscoggin , SS

March 30 , 1987

Personally appeared the above-named Charles E. Monty , President of said The Union Water-Power Company, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

_____
~~Notary Public~~ / attorney-at-law

Print Name: Everett P. Ingalls

INDENTURE

THIS INDENTURE, made as of the day of , 1987, by and between THE UNION WATER-POWER COMPANY, a corporation organized and existing under the laws of the State of Maine and having its principal place of business in Lewiston, in the County of Androscoggin, in said State of Maine (sometimes hereinafter called the "Grantor"), and CITY OF LEWISTON, a municipal corporation established pursuant to the laws of the State of Maine and having its principal office in said Lewiston (hereinafter sometimes called the "Grantee");

WITNESSETH, THAT:

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

WHEREAS, Grantor has, by deed executed contemporaneously herewith and to be recorded following the recording of the aforesaid deed of Grantee to Grantor and prior to the recording of this Indenture, conveyed to Grantee certain water rights in and to the Androscoggin River, in said Lewiston,

NOW, THEREFORE, said The Union Water-Power Company, and said City of Lewiston, agree as follows:

1. In part consideration of the said conveyance of water rights, Grantee shall pay to Grantor, annually on a calendar-year basis from and after January 1, 2000, an amount

equal to the lesser of: (a) Thirty-six thousand dollars ($36,000.00) adjusted to reflect the percent increase or decrease in the Gross National Product implicit price deflator from 1985 through the year for which payment is made, and (b) Grantor's actual expenses in maintaining the canal system described in a certain deed dated December 5, 1878, given by the Franklin Company to Grantor, and recorded in Androscoggin County Registry of Deeds, in Book 95, Page 411, multiplied by a fraction, (i) the numerator of which is the number of kilowatt hours of electricity generated by said Androscoggin Upper generating facilities described as Parcel II.C in a certain Indenture by and between Lewiston Community Enterprises, Inc., and Central Securities Corporation dated November 2, 1964, and recorded in Androscoggin County Registry of Deeds, in Book 927, Page 71, during the year for which payment is made, and (ii) the denominator of which is the total number of kilowatt hours of electricity generated by all generating sites operating on said canal system in such year. Grantor will submit to Grantee its bill for such amount on or before January 31 of the year following the year for which payment is made, the first such bill to be submitted for the year 2000. Grantee shall pay such bill on or before the following February 28.

2. All covenants, promises and agreements hereinbefore contained shall be binding upon and run to the successors and assigns of the parties, respectively, with the same effect as those so stated at length in every case.

IN WITNESS WHEREOF, said The Union Water-Power Company has caused this instrument to be signed in its corporate name and sealed with its corporate seal by its officer hereunto duly authorized, and in acceptance of the obligations imposed on it by this Indenture, said City of Lewiston has caused this instrument to be signed in its corporate name and sealed with its corporate seal by its officer hereunto duly authorized, as of the day and year first above written.

SIGNED, SEALED and DELIVERED
In the Presence Of:

THE UNION WATER-POWER COMPANY

By: _____
Its President

CITY OF LEWISTON

By: _____
Its Mayor

STATE OF MAINE
Androscoggin ss.

March 30, 1987

Personally appeared the above-named Charles E. Monty, President of The Union Water-Power Company and acknowledged the foregoing instrument to his fee act and deed in his said capacity and free act and deed of said corporation.

Before me,

_____
~~Notary Public~~ attorney-at-law
Print name: Everett P. Ingalls

STATE OF MAINE
ANDROS. , ss.

MARCH 30, 1987

Personally appeared before me the above-named ALFRED A. GAGNON MAYOR of the City of Lewiston and acknowledged the foregoing Indenture by him signed to be his free act and deed in said capacity and the free act and deed of said City of Lewiston.

Before me,

_____
Notary Public
Print name: GERALD P. BERUBE

LEASE

THIS LEASE, by and between CENTRAL MAINE POWER COMPANY, a corporation organized and existing under the laws of the State of Maine and having its principal place of business in Augusta, in the County of Kennebec and State of Maine, and CITY OF AUBURN, a municipal corporation established under the laws of the State of Maine and having its principal office in Auburn, in the County of Androscoggin, in said State of Maine,

W I T N E S S E T H, T H A T:

Said Central Maine Power Company does hereby lease to said City of Auburn and said City of Auburn does hereby take and hire from said Central Maine Power Company the following described premises for the rental amount and term of years and upon the further conditions hereafter recited in this Lease:

Two certain lots or parcels of land situated in said Auburn, and bounded and described as follows:

Parcel No. 1

Beginning at a point on the easterly line of land conveyed by the Franklin Company to Ferdinand Penley by a quit-claim deed numbered 900 dated March 3, 1890 and recorded in the Androscoggin County Registry of Deeds in book 75, page 478, said point being one hundred and twenty (120) feet northerly from, measured at right angles to, the northerly line of a proposed street known as Cushing Street; thence in a northerly direction, by said Penley's land, two hundred twenty-three and forty-seven hundredths (223.47) feet to the southwesterly corner of land conveyed by said Franklin Company to Eugene W. Penley by a quit-claim deed numbered 1222, dated June 20, 1909 and recorded in said Registry of Deeds in book 165, page 217; thence in an easterly direction, by said Penley's land, one hundred (100) feet; thence in a northerly direction, by said Penley's land, fifty (50) feet to the southerly line of land conveyed by said Franklin

Company to the said Ferdinand Penley by a quit-claim deed numbered 891 dated February 28, 1890 and recorded in said Registry of Deeds, book 137, pages 64 to 66; thence in an easterly direction by said Penley's land, one hundred ninety-nine and sixty-six hundredths (199.66) feet, said point being two hundred (200) feet southerly from the center-line of location of the Maine Central Railroad, measured at right angles to the said center-line, at a point in said center-line which is four hundred and two (402) feet westerly from the easterly face of the bridge abutment located on the westerly side of the Androscoggin River; thence in a northerly direction, by said Penley's land, one hundred and fifty-six (156) feet to the southerly line of location of said Maine Central Railroad; thence in an easterly direction by the southerly line of location of said Maine Central Railroad, to the Androscoggin River; thence down said River to a point one hundred and twenty (120) feet northerly from, measured at right angles to, the said northerly line of Cushing Street extended; Thence in a westerly direction parallel to and one hundred and twenty (120) feet northerly from the said northerly line of Cushing Street extended and Cushing Street to the point of beginning.

The above described lands are leased subject to all rights, either by way of easement, fee or other estate, owned by the City of Lewiston in a strip of land running across said described premises from the southerly line of location of Maine Central Railroad to Androscoggin River, acquired by said City under and in accordance with a Taking of Land dated August 4, 1899 and recorded in said Registry of Deeds in Book 183, pages 280 and 281 or however otherwise acquired and all covenants anywhere in this deed contained are to be construed accordingly.

The above-described Parcel No. 1 is the real estate, subject to the reservations and exceptions described hereinabove, conveyed to Grantor herein by Franklin Company, of Lewiston, Maine, by deed dated August 26, 1939, and recorded in said Registry of Deeds, in Book 502, Page 290.

Parcel No. 2

Beginning at a point on the southerly line of the Maine Central Railroad, which point is forty-four (44) feet southerly as measured at right angles from a point of reference in the center line of the main track of the said Maine Central Railroad; said point of reference being four hundred and two (402) feet westerly from the easterly face of the bridge abutment

located on the westerly side of the Androscoggin River; thence in a southerly direction along land conveyed to this Grantee by Franklin Company by deed #1778 dated August 26, 1939, and recorded in Androscoggin County Registry of Deeds, Book 502, Page 290, a distance of one hundred fifty-six (156) feet to an iron pipe set in the ground; thence westerly by said land of the Grantee, one hundred ninety-nine and sixty-six hundredths (199.66) feet to the northeasterly corner of land conveyed by Franklin Company to Eugene W. Penley by deed #1222, dated June 20, 1908, and recorded in said Registry of Deeds, Book 165, Page 217; thence southerly along the east line of land conveyed to said Penley by deed #1222, a distance of fifty (50) feet to an iron pin set in the ground; thence westerly along the southerly line of said land conveyed to said Penley by deed #1222, a distance of forty-seven and three-tenths (47.3) feet; thence northerly at an interior angle of 91° 20' about two hundred six (206) feet to the southerly line of land of said Maine Central Railroad; thence in an easterly direction by the southerly line of said land of Maine Central Railroad, a distance of about two hundred sixty (260) feet, to the point of beginning.

The above-described Parcel No. 2 is the real estate conveyed to Grantor herein by E. W. Penley, of said Auburn, and described in a certain deed dated June 8, 1961, and recorded in said Registry of Deeds in Book 851, Page 51.

Excepting and reserving from the aforesaid lease of Parcel No. 1 and Parcel No. 2 the portion of said premises conveyed by said Central Maine Power Company to Auburn Urban Renewal Authority, a public body corporate and politic, by deed dated May 6, 1970 and recorded in Androscoggin County Registry of Deeds, in Book 1017, Page 96.

Further excepting and reserving from the aforesaid lease of Parcel No. 1 and Parcel No. 2 the substation facilities of said Central Maine Power Company located on said premises and the land on which said substation is situated, and any additional land (not exceeding an area that is within thirty (30) feet from the existing fence line around said substation in the easterly, northerly, and westerly directions) at any time deemed by said Central Maine Power Company to be necessary for expansion or replacement of said substation.

And further excepting and reserving to the Grantor, its successors and assigns, the perpetual right and easement to repair, replace, operate and maintain its electric distribution and/or transmission lines,

together with appurtenant equipment and facilities connected therewith, as the same are now or hereafter may be located over, along and across the premises hereby leased; provided, however, that nothing herein contained shall permit Grantor, its successors and assigns, to locate electric distribution and/or transmission lines on the premises hereby leased except as they are now located and within a strip fifty (50) feet on either side, as measured at right angles to, the center line of said distribution lines; also the right to keep said premises within said one hundred (100) foot strip free from any excavation and unoccupied by any buildings, structures, or other materials, excepting, however, existing buildings and structures; and the right to cut, trim, and by such means, regulate and control the growth of, and remove from said one hundred (100) foot strip such trees, branches and underbrush, all as may, in the opinion of the Grantor, its successors and assigns, interfere with or endanger the operation and maintenance of said electric lines, and as the Grantor, its successors and assigns, may deem necessary; together with the right to enter upon the premises herein leased at any and all reasonable times for any and all of the foregoing purposes, and for inspection of interconnection equipment and for metering purposes.

And further excepting and reserving from the aforesaid lease of Parcel No. 1 and Parcel No. 2 the right of said Central Maine Power Company, its successors and assigns, to enter on the leased premises on foot or by vehicle or otherwise at any time and from time to time, for the purpose of inspecting, maintaining, repairing, or replacing said substation and transmission and distribution facilities, to store temporarily equipment and vehicles on the leased premises for any of the aforesaid purposes.

Together with such rights of access to and from the leased premises as the Grantor can transfer to the Grantee as Lessee.

The aforesaid Lease is further subject to the provisions of a certain agreement, dated as of December 1, 1970 by and between said Central Maine Power Company and Auburn Heritage Inc., a Maine non-profit corporation, of Auburn, Maine, which agreement may be terminated by either party on six (6) months notice.

The term of this Lease shall be fifty (50) years from the date hereof. At the end of the term of this Lease, said City

of Auburn shall have the right, if this Lease is not renewed by the parties, to remove any structures or equipment (other than structures and equipment owned by said Central Maine Power Company) located on the leased premises.

The annual rental payments under this Lease shall be equal to the annual municipal property taxes assessed against the leased premises by said City of Auburn and shall be payable in the installments and on the date or dates that municipal property taxes are payable to said City of Auburn, it being the intent of the parties that the rental payments made under this Lease in any calendar or fiscal year shall equal the municipal property taxes payable to said City of Auburn in the same calendar or fiscal year.

Said City of Auburn assumes all liability for injury or damage to third parties on the leased premises (except injury or damage caused by property of said Central Maine Power Company or an affiliate on the leased premises) and hereby agrees to defend, indemnify, and save harmless said Central Maine Power Company and its affiliates, and their successors and assigns, from and against any and all claims, judgments, costs, or expenses of any kind (including reasonable attorneys' fees and expenses incurred to defend against any such claim and to enforce this agreement to indemnify and save harmless) which may be asserted against said Central Maine Power Company or any affiliate arising (or alleged to have arisen) in any way any event, occurrence or incident taking place on the leased premises, except that said City of Auburn shall have no

responsibility for defending or indemnifying against claims arising out of the use or neglect of the substation, transmission lines, or other facilities owned or maintained by Central Maine Power Company or out of the negligence or other misconduct of Central Maine Power Company employees or other persons using the leased premises for purposes solely related to the installation, maintenance, or other use of facilities solely within the control of Central Maine Power Company.

IN WITNESS WHEREOF, said Central Maine Power Company and said City of Auburn have caused their corporate names to be signed and their seals to be affixed hereto by officers hereunto duly authorized, this day of , 1987.

SIGNED, SEALED and DELIVERED
In the Presence of:

CENTRAL MAINE POWER COMPANY

By: _____
Its Exec/Vice President

CITY OF AUBURN, MAINE

By: _____
Its City Manager

STATE OF MAINE
ANDROSCOGGIN, ss.

March 31, 1987

Personally appeared the above-named Charles A. Morrison City Manager of said City of Auburn, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and a free act and deed of said City of Auburn.

Before me,

_____
Notary Public
Print Name: June Thompson

Tizz E. H. Crowley, Ward One
Robert Hayes, Ward Two
Mary Lafontaine, Ward Three
David Young, Ward Four

Leroy Walker, Ward Five
Belinda Gerry, At Large
Joshua Shea, At Large

Jonathan LaBonte, Mayor

IN CITY COUNCIL

ORDER 56-07152013

ORDERED, that the City Council of the City of Auburn hereby authorizes the City Manager and Mayor Jonathan P. LaBonte to be its representatives for negotiations regarding the contract between Auburn and the City of Lewiston for water rights from the Androscoggin River into the canal system. This authorization extends to any necessary ancillary agreements, permits or contracts relating to the Lewiston Falls Hydro Project.

Mayor LaBonte called the meeting to order at 7:11 P.M. in the Council Chambers of Auburn Hall and led the assembly in the salute to the flag. Councilor Young had an excused absence. All other Councilors were present.

I. Minutes

Motion was made by Councilor LaFontaine and seconded by Councilor Walker to accept the amended minutes of the June 3, 2013 Regular Council Meeting. Passage 6-0.

II. Unfinished Business

1. Resolve 03-05202013

Adopting the City Budget for Fiscal Year 2014 (second and final reading).

Motion was made by Councilor LaFontaine and seconded by Councilor Hayes to remove from the table this agenda item which was postponed on June 17, 2013 until today's meeting. Passage 6-0.

Motion was made by Councilor LaFontaine and seconded by Councilor Hayes to amend the budget to reflect the memo provided by Finance Director, Jill Eastman.

Motion was made by Councilor Gerry and seconded by Councilor Crowley to amend by reinstating the $4,410 cut from the City Clerk's budget for polling places and off setting that amount by reducing the legal budget by $4,410.

Motion was made by Councilor Hayes and seconded by Councilor Crowley to amend by funding five polling places for the November 2013 election and one for the June 2013 election and to change the reduction in the City Clerk budget in the amount of $2,205 funding that by increasing the banner fee. Motion failed, 5-4 (Councilors Gerry, LaFontaine, Walker, and Shea opposed).

Motion on the original amendment made by Councilor Gerry failed 2-4 (Councilors Crowley, Hayes, LaFontaine, and Shea opposed).

Motion was made by Councilor Crowley and seconded by Councilor LaFontaine to amend by funding five polling places in November and one in June replacing $2,205 of the cut in the City Clerk polling budget with the difference to be made up in the mil rate. Passage 4-2 (Councilors Gerry and Walker opposed).

Motion was made by Councilor Crowley and seconded by Councilor Walker to amend by cutting the budget by $105,000 by removing vehicle purchases from the Police Department budget. Motion failed 3-4 (Councilors Hayes, LaFontaine, and Shea opposed, and the Mayor voted in opposition breaking the tie vote).

Public comment – no one from the public spoke.

Motion by Councilor LaFontaine and seconded by Councilor Hayes to add to the budget resolve that the City Council under the authority under the City Charter of the City of Auburn will set the School Department maximum tax commitment based upon the school budget to be adopted July 1, 2013 by the City Council. Passage 4-0-2 (Councilors Shea and Gerry abstaining).

Motion by Councilor Crowley and seconded by Councilor Walker to add that the $3,293 for expenditures for the PAL Center be the maximum contribution of the City of Auburn whether it be a cash or in kind until a full detailed accounting is made. Motion failed 2-4 (Councilors Gerry, Hayes, LaFontaine, and Shea opposed).

Motion by Councilor Walker and seconded by Councilor Crowley by amending by putting in place a directive that an operations budget for Police Department vehicles be put together and be provided to the Council no later than July 31st. Passage 4-2 (Councilor Hayes and LaFontaine opposed).

Passage of the budget for FY2014, 4-2 (Councilors Gerry and Crowley opposed).

III. Adjournment

Motion was made by Councilor LaFontaine and seconded by Councilor Crowley. Passage 6-0, 8:07 P.M.

A True Copy.

ATTEST Susan Clements-Dallaire

Susan Clements-Dallaire, City Clerk

Auburn Ward 1 Report for Meeting Monday 2013.07.15

Prepared: Wednesday 2013.07.10
TO: Residents of Auburn and the Auburn City Council
FROM: Tizz E. H. Crowley- Auburn City Councilor Ward 1

This will be brief as I'm out of state with family and medical issue. I'm also having significant wrist problems so must limit keying.

"Thank you"- to the community members who celebrated our Independence holiday at the Auburn Community Band concert last week. We enjoyed sharing sweet treats and patriotic-themed trinkets. Particular "thank-you" goes to **Ms. Beverly Walker, Ms. Garnette Hobbs,** and Ms. Jaqueline Bate who volunteered and helped with preparations.

"Thank you" to the **Auburn residents** who came and participated in the Listening Sessions this week with the City Manager. It is nice to see such engaged citizens. I expect we will hold ward/neighborhood meetings beginning in the fall. The dialogue is most helpful as we create goals, strategies, and work plans for the City of Auburn.

Thank you to the **Auburn Police Dept** for moving their vehicles to allow concert goers to use the most convenient parking spaces in the municipal garage. Let's work together to continue this improved customer service arrangement. The municipal vehicle spaces could to the same.

Dates to watch-

Sunday, July 20th at 11am Androscoggin Home Care and Hospice invite the community to the Hospice House (Stetson Road, Auburn) for the 5th Annual Butterfly Release Celebration.

Thursday, July 27th, please join me at Rachel's the **Speakeasy fund raiser for Museum** LA. Save 20% by buying your ticket early. Come join my table for an enjoyable evening.

Friday, July 28th the annual **Diner en Blanc** will be part of the Friday Night Art Walk. I'm gathering friends like you to enjoy a fun time. Sharing picnic food, outfitted in white, and listening to good music… all free. Need more details on the plan, call me.

Sunday, August 4th *Sister's Day* celebrates being or having a sister. That means a lot of us will celebrate this special day. Sisters are truly special and unique. Sure, we may argue and fight. But, when it comes right down to it, sisters are the best, the very best. Celebrate ***Sister's Day*** by spending time with your sister.

Visiting Hours- Please note a change in the Thursday visiting hours. The Auburn Public Library closes earlier during the summer. The next visiting hours will be Thursday, July 25th from 5-6pm and Tuesday, August 13th from 2-4pm. Of course, I'm always happy to meet with residents at their convenience. I enjoy the invitations I've received to meet various neighborhood groups.

Information provided to residents this period: As a Councilor I get calls and questions from Auburn residents. Helping to find the answers is one of my favorite parts of serving on the Council. Since our last meeting we've looked at several things including:

A resident came to visiting hours yesterday to talk about the need to extend general assistance beyond the 9 months for rent assistance. I will follow up on our homeless needs. The surprise in the conversation was that the residents thought we (City Councilors) were well paid for our service. When I asked why he thought that and how much he believed was our salary… his response "about 20 grand a year"! Imagine the look on his face when I told him it was $1800/year.

Safety item: As a public service, the Auburn Police Department will accept any *unwanted*, *forgotten*, *unsafe*, or potentially *illegal* firearms or ammunition with no questions asked. The department randomly gets calls from residents who find firearms (or in some cases explosive ordnance materials) in their homes or the homes of relatives. The police department has historically ensured the safe recovery and disposal of these sorts of items. The hope is that publicizing this service will increase the likelihood of residents turning over such firearms, reducing their access by untrained or inappropriate persons, and potentially preventing their use in a tragic situation. All firearms received will be destroyed and not resold. To turn over a firearm, please contact the department.

Board and Committee Openings- Please consider serving on one of the City's Committees. I'm sure there is one whose work will be of particular interest to you.

In closing, now that we've finished the budget, I'd like to review what residents told me were their goals for Auburn this year. Are we on target? See attached report.

	A	B	C	D
1	**GOAL SETTING INFORMATION FROM RESIDENTS FOR 2013**			
2	*Summary of results: The top 5 goals from residents are:*			
3				*ELHS (15) and Education (10) as Number 1 priority= 25*
4				*Taxes (17) and finances (4) as Number 2 priority = 21*
5				*Roads (6), Traffic (4) and Transportation (7) as Priority 3 = 17*
6				*Economic Development (9) as Priority 4 = 9*
7				*Working with Lewiston (6) as Priority 5 = 9*
8				
9	**ID #**	**Priority**	**Topic**	**Description**
10				
11	25	1	arena	1. The completion of the new arena facility and its repayment.
12	21	3	arts	3. Encourage and support Lewiston and Auburn efforts to thrive as a vibrant arts community
13	16	4	arts	4. Lewiston and Auburn need to form a cultural coalition, and create a cultural center with at least a 500 seat theatre for events, conferences, and conventions that would be available for public rental, unrestricted by community theatre, or by connection to a school.
14	16	5	arts	5. Auburn should support L/A Arts with more money for their youth initiatives. In the light of Sandy Hook, we must invest in our kids and provide cultural paths for their moral and social growth. Art and culture makes our kids part and parcel of the community. The politics of culture need to be left out of the equation, the cultural life of our kids must be supported with hard cash and implemented by experienced pros with the vision to make things happen.
15	13	4	cable tv	4. Time-Warner and Fair Point have strangled this city. I would like to review the contracts that Auburn has signed in the field of telecommunications. Before we do any "automatic" renewals, let us see what might be done to improve the position of the resident consumers.
16	4	2	crime	Making sure police coverage involves the entire Auburn. I realize most of the crime is centered downtown. Auburn is a large geographic area. However, being in North Auburn, we lack the police response time. A satellite office in North, Auburn would provide timely coverage.
17	4	3	crime	Drugs fuel crime. Allow more funding for drug education in the police force, the fire departments, city employees, schools, and for the public.

	A	B	C	D
18	15	5	crime	5. Amidst the sorrow and great pain from people in Connecticut and across the country in light of the tragedy that they have just witnessed, this city should be looking and seriously thinking about the exponential growth in violent crimes in this county and how a similar crime could very well happen here. Everyone wants good schools with academic standards, good teachers and well educated students. How about safe schools? That should be a serious topic of discussion especially when the new high school comes. It's coming to the point in this nation that we will need onsite security personnel and monitoring in many schools. It may be necessary some day in the twin cities area.
19	28	1	downtown	20 years, I'd like to see Auburn have a town center of some sort. Right now there is sort of that near city hall, but then we have the intro of the industrial Washington avenue or Rt4 car malls. I'd love to see how the school plan and the YMCA/ recreation plans could come together to give a community focus. Business wise, I believe Auburn (and Maine in general) needs to focus on industries which employ high earners such as engineering. The reason for this is that as those earners come into the area, they need hones, restaurants, cars, clothes etc, and their spending can help generate jobs. However if we court lower wage jobs such as hospitality industry (casino, waiting tables etc) there is less income to be spent in the local community. To recruit industries such as technology, engineering etc. Auburn must improve it's technical infrastructure such as high speed internet.
20	10	3	downtown	Attracting downtown businesses
21	17	4	downtown	4) continued development of our downtown, we need more options for our youth(and us boomers)
22	12	4	downtown	4) Creation of a “destination” downtown with more entertainment and dining venues, and specialty retail, in combination with Lewiston’s continuing efforts to develop Lisbon Street and its downtown area;
23	7	no order	downtown	- Emphasis on development of small business along the river corridor between the downtown area and New Auburn which would include the displacement of current low income housing in that area

	A	B	C	D
24	22	3	econ devel	3. Economic Growth – the Chamber of Commerce, City Councils (both Lew and Auburn) and local educational leaders should meet to discuss Auburn/Lewiston 2020/2025/2030. Our population is large enough and we have an abundance of resources that aren't necessarily properly used (e.g. four colleges, an airport, rail, a river, and highway access). What are our plans to increase opportunities? There is unlimited potential but government cannot lead this charge. It needs to bring together the entrepreneurs, schools, business leaders that lead the growth. Seek ways to capitalize on our extensive local resources. We need to make Auburn and Lewiston more attractive to business if we want to grow our community.
25	9	1	econ develop	Make the city more attractable for Investors to invest in our Economic Development. Not necessarily more restaurant but more Factories or Large Production like General Motors (dreaming Big) and why not! In order to employ persons that are looking for work.
26	23	1	econ develop	I would impress upon everyone that we need to find ways to invite business and manufacturing into our City. I believe we have plenty of space in our business parks to do it.
27	2	1	Econ Develop	Sustainable, environmentally sound development of jobs. Increasing employment and our tax base.
28	21	1	econ develop	1. Make the most of our industrial economic and tax base: support rails and air port expansion, turnpike upgrades.
29	6	2	econ develop	2. Promote business
30	15	2	econ develop	2. Attraction and retention of "Green" industries with a focus on higher paying manufacturing jobs to areas such as Kitty Hawk Business Park. There will most certainly be remarkable growth in this sector in the next twenty years. Tell Roland Miller, "enough with chain restaurants and big box stores for a while".
31	17	3	econ develop	3) Attraction of new or the expansion of existing businesses in our community due to the quality of our business environment and our school system's quality of education,
32	23	3	econ develop	Finding ways to get good manufacturing jobs in our City would not only increase tax revenue for the City but it would create good paying jobs where people can prosper. If we get enough good manufacturing jobs in the City we might even be able to lower the tax burden on our citizens not to mention it would be nice if we could produce our own goods again rather than importing everything from overseas.

	A	B	C	D
33	16	3	econ develop	3. We need to implement an aggressive growth plan, to attract young entrepreneurs to the area. Auburn needs to grow new business, embrace new business models, and create new consumers, to do this you need entrepreneurs.
34	6	4	econ develop	4. I'd love to see the city create some kind of farmers market to promote locally grown or manufactured products
35	3	4	Econ Develop	Encourage job growth, more good jobs can help fix many of our budget issues.
36	20	4	econ develop	4. Make Auburn business friendly and not just talk about how we are.
37	24	5	econ develop	5.Keep focusing on economic development to allow our young people to build careers in our community. (But, not at the expense of our environment).
38	14	5	econ develop	5- To have developed an environment that is attractive to business and industries with financial incentives and a ready work force.
39	24	1	education	1. Continue to improve the quality of education for every one of our children, kindergarten through high school! A society needs an educated populace and we owe our children the opportunity to develop their minds and options. We must invest in our children; they are our community's future. We should also encourage/inspire/help them to further their education, be it vocational school, art school, college, etc. (we have no children in the education system, but believe this is the top priority)
40	14	1	Education	1- To be a leader in education, using technology and pedagogical methods to prepare students to meet the future jobs or ready for higher education.
41	22	1	education	1 quality of public education. Is this a real or perceived issue? Regardless, I know several couples who have either not located here or are considering moving from Auburn due to concerns with public education. Especially beginning with middle school. These are families that I believe we want and need as residents of Auburn. Whether true or perception, we need families that value education living in Auburn vs. making their living in Auburn and choosing to live in a community that they believe values and invests in public education.
42	27	1	education	Along with that would be merit pay for teachers if no union is present. We need an education administration that does not promote more time off for teachers, e.g., the recent proposal of Wednesday morning of no school for the teachers' convenience (reported to be pushed by administration and not the teachers, an example of union-orientation thinking), and does pursue excellence in teaching and learning.

	A	B	C	D
43	23	2	education	I was very disappointed when the citizens of Maine did not pass the referendum last month which would have invested in our technical schools boost our manufacturing / machining prowess. That referendum would have been a great start in getting young people enthused about manufacturing and machining which are fantastic careers that offer great wages and benefits!
44	13	2	Education	2. Insure that our schools are teaching useful skills emphasizing math and science. Diversity is not the number one goal of education.
45	2	2	Education	Education. Maintaining a top quality educational system for our children and to attract local professionals to live in Auburn.
46	27	2	education	2. There should be a comparison of per student cost of administration in our education system with other school systems of similar size. My impression is that we are top heavy.
47	21	2	education	2. Provide excellent public education
48	14	3	education	3- Schools and other public spaces will be gathering places providing for life long learning for all ages.
49	22	4	education	4. Education – a key component to this plan is providing a quality education (not simply academic, but also trades) to our population at every level (K – 12 – adult). This needs to be a critical part of the consortium's discussions especially in discussing infrastructure.
50	17	5	education	5) mentioned earlier, improve educational experience to see more achievement and higher attainment, improve facilities and perhaps more collaboration between our public schools and the institutions of higher education within our community as well as private businesses.
51	6	5	education	5. Promote education - I'm not sure how or in what capacity, but we should be doing everything we can to educate our youth who will be the future leaders of our city and country. Educational and enrichment programs within the schools, supporting teachers, etc.
52	10	5	education	School curricula
53	27	5	education	5.Information technology systems should be compatible with Lewiston and surrounding towns.
54	29	1	ELHS	#1: A new high school
55	11	1	ELHS	1. A new or improved Edward Little High School We need not focus on anything else until this is accomplished.
56	10	1	ELHS	Edward Little High School
57	16	1	ELHS	1. We need a new High School, it is shameful what we have now. We are disenfranchising our kids by giving them substandard facilities, and still expecting them to excel.

	A	B	C	D
58	3	1	ELHS	Replacement of ELHS; make Auburns schools a reason to move here not a reason to move away.
59	27	1	ELHS	1. As I see it, the major goal is to create a better facility for Edward Little High School.
60	20	1	ELHS	1. The High School.
61	11	2	ELHS	2. A new or improved Edward Little High School We need not focus on anything else until this is accomplished.
62	18	2	ELHS	Also, EL and our support of the arts are big issues.
63	25	2	ELHS	2. To find a location where a Middle School/High School campus can be built, to include lighted softball/baseball/lacrosse/soccer fields, a regulation track, and all the latest amenities (at a reasonable price, of course)
64	11	3	ELHS	3. A new or improved Edward Little High School We need not focus on anything else until this is accomplished.
65	11	4	ELHS	4. A new or improved Edward Little High School We need not focus on anything else until this is accomplished.
66	11	5	ELHS	5. A new or improved Edward Little High School We need not focus on anything else until this is accomplished.
67	5	1 to 5	ELHS	New High School
68	7	no order	ELHS	- New High school facility that embodies the customized learning model
69	6	3	energy	3. Promote energy and environmental conservation at City owned public buildings and advertise the accomplishments to help local business owners follow the lead
70	2	4	Energy	Energy - expanding areas of the city(outskirts) to natural gas as a heating option.
71	24	2	enviroment	2. Protect and preserve our environment. We love Auburn 's green spaces, forests, and river. These things contribute greatly to the quality of everyday life here. We need to continue to pressure the legislature to continue improving the river quality. As a city, we must think judiciously before cutting swaths of trees for development or schools. It is important to focus growth and reuse existing buildings to avoid sprawl.
72	21	4	enviroment	4. Defend our envoronment and support projects that preserve the use and enjoyment of the Androscoggin River, our parks, our Lake, and other natural resources.
73	21	5	enviroment	5. Suppoert Agricultural land uses and our rural areas heritage.
74	4	1	finances	The City Budget-Working harder, more efficient, more effective-in a timely manner. Treat it like you would your own household budget.

	A	B	C	D
75	25	3	finances	3. To have the City of Auburn employees get on track with other municipalities with regard to wages (and stay there!) We get ourselves on track and then play games with the annual COLA (or the lack of one) and anniversary increases, thus putting us behind the 8 ball again.
76	13	3	finances	3. Cost containment. How many people and services do we really need? In my experience in the private sector, I negotiated with unions from the management side. Public sector unions seem to have a different set of rules.
77	19	4	finances	4) Ask for more State/Federal help.
78	9	2	housing	The Policies pertaining to the upkeep of all Auburn Residence, it is despicable for those Building and the Shape that they are in. Never mind the complaint that some are having as "it is a free Country etc" yes but when it depreciates your property then it becomes the right of the neighbors to have these buildings that are in ill repair to be REPAIRED. Never mind the Incentives that have been suggested. Owners of these building should be obligated to that have been suggested. Owners of these building should be obligated to bring their building up to date. For instance I have one next to me that needs something to be done about it. Trash all over the end of the drive way as well as the building itself needing covering and back barn need to be torn down and replace.
79	19	2	housing	2) Reduce GA and Section 8 help.
80	20	2	housing	2. Put an end to Homelessness.
81	3	3	housing	Encourage the building of new homes, subdivisions and major upgrades to homes that can be saved.
82	17	1	Lewiston	1) shared vision w/ Lewiston for our community,
83	18	1	Lewiston	Sooner or later, we will merge with Lewiston and become a more powerful force in Augusta.
84	17	2	Lewiston	2) continued consolidation of services w/ Lewiston,
85	29	2	Lewiston	#2: Better communication and coordination with Lewiston regarding matters affecting both cities
86	22	2	Lewiston	2. Foster a more unified approach to planning with Lewiston – sharing of resources, perhaps to the point of MERGING certain functions of government allowing for savings? Getting more people involved will provide more options, ideas, and fuel. Additionally, if everyone believes their voice is heard and we see good things happening, it will build confidence, commitment, and pride in and for our community.

	A	B	C	D
87	24	3	lewiston	3. Continue to explore opportunities to consolidate services with Lewiston for both cost savings and efficiencies.
88	12	5	Lewiston	5) Cooperation with Lewiston in continuing to feature and develop the riverfront, hopefully leading to ever-closer integration of the two cities, to the end-point of joint city government. I strongly believe this is necessary to achieve efficiencies in city services and administration.
89	2	5	poverty	Poverty - dealing with the poor so all our citizens have food, medical care and educational aspirations.
90	22	1	process	1. Establish a consortium of leaders from the local community (Auburn and Lewiston); namely business, educational, entrepreneurial, and government to establish what it is the Auburn Lewiston area should look like in the years 2020, 2025, and 2030. The first meeting would be the most critical to the success of this and subsequent meetings as it would establish the community's goals and the road ahead. For each goal established the group could be broken down into smaller groups to determine the courses of action and steps to take to achieve the desired end-state. Establishing a regular meeting schedule (quarterly or bi-annual) to monitor, assess, and adjust as necessary our plans.
91	27	3	process	3.I believe that the public works and public safety departments are doing well.
92	4	4	process	Make educated decisions-instead of paying for studies for the obvious and paying more people for the obvious. Example: A few years ago when the Cash Market on North Auburn was torn down, a plan was drawn out for various means of parking near the basin. A local professional company was contracted for this. The idea was to have the area return to "green" basically back to nature. So plans were drawn for a small parking lot at an inset amongst other options. In the end a few curbside spots were designated leaving the area to grow back naturally.
93	4	5	Process	Work together-Create a positive working atmosphere-Create a positive image for Auburn. Have some "Fireside Chats"-some people don't even know who the Mayor is, who their representative are and what they do.
94	22	5	process	5. City planning – involve more (not too many, but more) people in this process, especially business leaders and other entrepreneurs. I see lots of growth in Auburn but the construction and zoning seems somewhat disjointed. The planning board needs to be a little bit bigger and relieve the current members of a lot of the responsibility. Perhaps invite key business leaders to attend as members-at-large.

	A	B	C	D
95	15		process	6. I know you only want five but here's one more. Somehow, allow phone calls from Auburn residents with comments to come in to your broadcasts of City Council meetings. Not everyone has the time to show up to say their peace, especially during these hectic times. Furthermore, not everyone is comfortable standing in front of a microphone in public and bowing to the altar that all of you sit at. If you want more public comment about city issues, then make it easier to comment. What I am doing now, sitting in the comfort of my own home and responding to your question, and I thank you for the inquiry, makes the whole process of citizen involvement a lot easier. There should be a way to register one's email address with their councilor, if one so chooses, to answer surveys such as this. I guarantee that you would get more opinions than you do now.
96	26	1	quality of life	Quality of life in the city is a priority for me.
97	22	2	quality of life	2 community appearance. The reality is that many areas in Auburn are not well maintained. From the outside, one would guess that many buildings are not to code and warrant being taken down. It is more attractive driving out of Auburn on Washington than driving into Auburn on the same road. What does our general appearance say to people considering locating here? Whether as a family or business? I like the steps that the City of Lewiston is taking to address these types of issues.
98	1	3	quality of life	Put street light back on West Dartmouth St. where we are mostly elderly people , very dark area and crime has happened such as breaking in and stealing, with all the new lights on Maine St. and Park Avenue I would say the city can afford 1 light for our street on the old pole we still have.This area is between # 75 78 81 .
99	6	1	recreation	1. Increase resident awareness/access to public recreation in the city.
100	2	3	Recreation	Protection of our environment and green spaces. Utilization of our lakes and rivers for recreational purposes
101	7	no order	recreation	- Improved athletic facilities (ideally 'single campus' style center) to be shared by the school department and Auburn Rec Dept which would include multiple athletic fields with artificial surfacing
102	7	no order	recreation	- Filtration facility allowing for the devolpment of Lake Auburn into a regional recreation destination that would INCLUDE swimming with the sale of land around the lake back into the private sector

	A	B	C	D
103	15	1	recreations	1. Creation and expansion of more public walking and biking trails and public open spaces. Any city in this country that has a high quality of life has these in place and attracts both businesses and residents as a result. There should always be a long term plan written in stone to maintain a balance between development and clean open spaces. No such plan exists that I know of in Auburn.
104	25	5	recycling	5. Mandating recycling. When you give people a choice, they will take the lazy way out. If we mandate that people recycle, they will just do it (with the exception of the elderly and disabled.) We have become a throw-away generation. If it is broken, don't get it fixed, throw it away and get a new one. We should go back to the old days and be more cognizant of what we waste and how we can better use what we would normally discard.
105	10	2	River	Androscoggin River projects
106	14	2	riverfront	2-To have developed a busy, attractive, riverfront, with retail, restaurants, pedestrian areas, as well as gathering spaces for recreation and entertainment.
107	1	1	roads	To get the bad roads fixed, Summer St. behind Grace Lutheran church for one.
108	3	2	Roads	Improve the roads, sidewalks, lighting, access to natural gas and other general infrastructure upgrades. (Good start by Park Ave Elementary).
109	9	4	roads	Get River Road in back of Wendy's repaired for this is the WORST road in the whole city, all the way up to the Dam.
110	10	4	roads	Roads
111	25	4	roads	4. Getting further ahead with road repairs/replacements. There are so many horrible roads in this city that the city should be liable for everyone's alignment costs!!!
112	9	5	Roads	Get Route 4 (The Death ROAD) re-engineered to reduce Speed and DEATH TRAPS.
113	19	1	taxes	1) Lower taxes.
114	8	1	taxes	Auburn needs to get the mil rate under control. Previous councils have reduced the mil rate by slashing services. The focus in reducing the mil rate should be upon eliminating waste and inefficiency. By eliminating waste and inefficiency, the cuts can actually be maintained. When reductions are obtained through slashing services, the cuts are only short term.

	A	B	C	D
115	8	1	taxes	One example of this would be curb side collection of recyclables. I estimate that Auburn is currently spending about $125,000 per year to collect approximately 80 tons of recyclables at the curb. Auburn only pays approx. $37 per ton for garbage to go to the incinerator. That is only $3000 annually. We would spend $120,000 per year less to simply throw the materials away. Can Auburn really afford a .02 mile rate hit to feel good about picking up at the curbside? My estimates come from data obtained several years ago from public works while on the comprehensive plan committee. Instead of curbside collections, would convenient drop off centers that have 24 hour access be a much more economically viable option?
116	8	1	taxes	This is one example of possibly many. To be clear, in a community that has a low cost per pupil rate for education to have one of the highest mill rates among the top 10 cities means that the municipal side of the budget is way out of control. It is my opinion that many of the people that run the municipal side of this city have been in their roles way too long for the performance they have achieved.
117	8	1	taxes	On many occasions, I have had feedback or heard from people that have asked about the tax situation in Auburn. One common answer being provided by the tax department is that Auburn is large and has many roads. To which I say, yes it is large and does have many roads. It has been that way for decades. What are the leaders of our government doing about it to control the tax situation? Isn't leadership suppose to recognize and take on challenges? Shouldn't they be accountable for results?
118	8	1	taxes	The tax situation in Auburn inhibits growth. Auburn's population has been largely flat for 50 years. Our economic development lags behind many other communities. Auburn needs get the tax rates under control so that we can be competitive with other communities for development.
119	19	3	taxes	3) Lower taxes.
120	24	4	taxes	4. Look for creative ways to relieve our senior citizens of property tax burdens.
121	15	4	taxes	4. Give residential homeowners, whose residence is a primary residence, incentive to improve their homes while focusing on local business. For instance, let a major improvement to any Auburn homeowner such as an expansion be property tax free on that portion of the assessment as long as local businesses conduct the improvements. The improvement or expansion could be fully assessed when the property changes hands.
122	19	5	taxes	5) Did I mention lower local taxes?

	A	B	C	D
123	3	5	taxes	Move the property tax rate to the average of Maine to encourage people to move here instead of outlying cities.
124	20	5	taxes	5. Keep taxes low with minimum negative impact on services.
125	7	no order	taxes	- Increased efficiency in both the municipal government and school department that would allow for a mill rate comparable to surrounding municipalities
126	13	1	traffic	1. As a resident on Dillingham Hill Rd., it will come as no surprise that the Route 4 intersection is number one on my list. I'm not sure if that is "big picture" but it is life and death.
127	1	2	traffic	Do something about fast traffic coming down Center St. from Auburn Mall area. We need either slow lane signs for right lane and turning traffic or speed bumps, all the way down to Dunkin Dontus.
128	26	2	traffic	Controlling excessive speeds: better signage, painting speed limits on road surfaces (where drivers actually look), institute a "NO ENGINE BRAKE" ordinance from the Roy's Hamburger stand circle on Washington Ave all the way to the Public Beach on the other side of town AND from Minot Ave/Court Street intersection to the Longley Bridge, more action on the excessive noise of motorcycles.
129	9	3	traffic	Work on having a new RIGHT TURN LANE from Court St to Turner St for this creates a lot of Traffic Jams during PEEK hours.
130	12	1	transportation	1) Increased frequency and expanded geographic coverage of bus service;
131	16	2	Transportation	2. We need to grow our transportation hub by expanding and improving the functionality of our rail, accessibility of our airport, the safety of our roadways (especially Route 4), and availability of bicycle paths on our main roads.
132	12	2	transportation	2) Bringing rail service to the area, preferably at the Airport, as recommended by DOT;
133	15	3	transportation	3. Expansion of mass transit options with a focus on natural gas powered vehicles. Build "Park and Ride" lots on the outer edges of major entry points to the city. Park and Ride areas should not just be for people hopping on the turnpike. The growth in vehicular traffic on Center Street, Court Street, Washington and Minot Avenues will definitely turn explosive well within the next twenty years.
134	12	3	transportation	3) Continued efforts to upgrade the Airport, including runway expansion, and acquisition of either a scheduled charter carrier, or scheduled passenger service,
135	20	3	transportation	3. Enhance Public Transportation.
136	14	4	transportation	4- To develop a transportation hub, taking advantage of rail and buses for long distance and local mass transit.

	A	B	C	D
137	27	4	Water	4.We might consider putting away funds for a future water treatment plant, inspite of the great care given to Lake Auburn, some day it won't be enough.

JUNE MONTHLY REPORTING
7.10.13

To: Mayor LaBonté and the Auburn City Council
From Clinton Deschene, City Manager
Subject: June Monthly Reporting – *Assessing, Auburn Public Library, CDBG, City Clerk, City Manager, Engineering, Fire, Health & Social Services, Human Resources, ICT, Parks & Rec, Planning, Permitting & Code, Police, and Public Works*
Date: July 10, 2013

Assessing

- We finished processing the business personal property accounts this month. Approximately one third of the business accounts do not file their assets with us. As a result, these accounts are assigned an estimated assessment for non compliance in accordance with Title 36 of the Maine Statutes. We are looking at roughly a 4% decline in personal property valuation this year as a result of depreciation, the BETE exemptions and the closed accounts. Because we have minimal staff, the assessing office had to reduce customer service for a period of time in order to process the personal property returns for the tax commitment. We have now returned to operating with full customer service.

PERSONAL PROPERTY

Year	**Total Accounts**	**New Accounts**	**Closed Accounts**	**Non Filing Accounts**	**% that do not file**
2009	**1044**	**57**	**81**	**298**	**29%**
2010	**1037**	**90**	**90**	**403**	**39%**
2011	**1147**	***220**	**70**	**394**	**35%**
2012	**1117**	***111**	**142**	**353**	**32%**

*** Businesses & Apartments**

- The deed transfer information above is reported from the period of April 1, 2012 to April 1, 2013. We are starting to see more deed transfers from prior years. It appears that we may be moving towards better economic conditions however this may be a slow process. Of all the properties that transferred, only 26% were identified as useable sales by the assessing department. Qualified market sales are determined in accordance with the State guidelines.

DEED TRANSFERS					
YEAR	2012	2011	2010	2009	2008
NUMBER OF TRANSFERS	599	585	584	763	696
QUALIFIED SALES	156	126	133	169	228
% OF USEABLE SALES	26%	22%	23%	22%	33%

Auburn Public Library

- New Director: I began to settle in on Monday, June 24th. I appreciate the warm welcome that I've received from everyone. I look forward to the challenge of keeping APL a key asset for this community. I hope that people will feel free to stop by and introduce themselves and let me know how the Library is doing.

- Library Programs

  - Best-Buy Partnership: The BestBuy tech gurus are now coming to the Library on Thursday afternoons at 2 to help APL customers with their devices such as iPads, iPhones, and e-readers. The first couple of weeks have seen a steady stream of people and their technology in the Androscoggin Room.

  - Small Business Incubator: We are awaiting the final approval from the state fire marshal. We are also considering some alternatives that would provide a less expensive option and be an efficient use of library space. I hope to schedule a meeting of the consulting team over the summer.

  - Seed Library: The seed library is definitely up and running. We have a small collection so far. While gardens mature over the Summer, patrons will be bringing in seeds for us to share.

- Summer Reading Program: The children's, teen, and adult summer reading programs are proving to be popular. The children's program has over 500 participants. They have a full slate of programs that fit with this year's theme of "Dig into Reading." The teen program has approximate 50 registered. The adult program, which is based on "Bingo," is open to all who wish to particiapte. Adults will also be participating in the first annual Maine Readers' Choice Award. They will read and vote on three finalists that have been selected by the Award's committee for the best book from 2012. (www.mainereaderschoiceaward.org)

- Senator Angus King: We are hosting Senator King's new constituent services representative, Gerard Dennison, in the Library on a regular basis. His first visit was on June 26th.

- Fundraising: The Library decorated the Court St. lawn with a sea of flags for the 4th of July. Many flags were purchased to honor a friend or family member in military service for $5. Approximately 200 flags were sold The Library posted the names of everyone who is honored on a special web page at: www.auburnpubliclibrary.org/development/flags.html. We hope to continue to offer this program for other holidays.

CDBG

- The Community Development Loan Committee held one meeting in June and approved 1 application for a HOME rehabilitation loan of $15,240.

- A loan closing was held for Top It Frozen Yogurt Bar. Funds were provided to establish this new business in the Roak Block. The business will provide full-time employment for the owner, and 3 additional part-time jobs. The business is expected to be open by mid-August, in time for the balloon festival.

- A Request for Proposals was issued in June for the removal of hazardous materials in three properties, 61 Webster Street, 325 Turner Street, and 9 Broad Street. This work is in preparation for demolition of these buildings.

- Community Development staff scheduled meetings with six of the applicants who were awarded Curb Appeal grants/loans. The meeting helped to clarify the process and get the activity moving. Hal Barter has completed several of the initial inspections and is working on preparing the work specifications.

- The report of impediments to fair housing choice in nearly complete. The Committee who is overseeing this project met to discuss the strategies that will become part of the report.. The report will be presented to City Council adoption in August.

- A Purchase & Sale Agreement has been signed for the sale of 69 Bradman Street for $75,000. The closing is scheduled in August.

- Four loan applications were approved for $1,988 in Security Deposit loan assistance.

- Yvette Bouttenot met with four clients who were interested in the HOME Savings Program. Only one followed through to establish a home savings account.

- Reine Mynahan has been in communication with Rick Whiting, Executive Director of Auburn Housing Authority, to explore opportunities for affordable housing projects with the surplus HOME funds. These funds must be committed to a project by September 2013.

- Another Purchase & Sale Agreement was signed for 6 Second Street. The property was partially damaged by a fire the day prior to the scheduled closing. The sale price dropped by $36,500 due to the fire.

- Hal Barter inspected a number of vacant properties with Rick Whiting, Executive Director of Auburn Housing Authority. AHA is considering undertaking acquisition of abandoned properties to be renovated as affordable housing projects.

- Two contractors were interviewed by Hal Barter in an effort to expand the Community Development Contractor's List.

City Clerk

- Saturday, June 1st the Clerk's Office was opened from 8:00 A.M. until Noon for absentee voting and voter registration.

- I conducted Absentee Voting at Schooner Estates and the Chapman House on June 4th, and Auburn Residential Care on June 5th.

- Election training was held on June 6, 2013 at 2 P.M. There were 8 people in attendance.

- Thursday, June 6th was the deadline to request absentee ballots. The Clerk's Office offered extended hours staying open until 6:30 P.M. for absentee voting and voter registration.

- The School Budget Validation Referendum was held on June 11, 2013. Total voter turnout was 2665 or 17% of registered voters.

- Our new tabulating machines were delivered on June 20th.

- 468 petition signatures were verified

- During the month of June, we issued the following;
  - 25 birth certificates
  - 211 death certificates
  - 45 marriage certificates
  - 24 marriage licenses
  - 53 burial permits

- 9 Taxi Driver permits
- 73 garage sale permits
- 23 business licenses (mostly renewals)
- 7 sole proprietor filings

City Manager

NOMINATION PAPERS ARE NOW AVAILABLE

- On Monday July 8th, candidates began taking out nomination papers for the upcoming 2013 Municipal Election. The deadline to return nomination papers is Thursday August 22nd. City Staff have prepared packets of helpful information for the candidates. These packets are being distributed via email or hard copy to each candidate.

  These packets include:

  - Candidate Guide: Dos and Don'ts of campaign financing with regard to reporting requirements and post-election responsibilities, communication and disclosure statements
  - Getting Started Packets: Forms, Instructions and Filing Requirements
  - Section of the City Ordinance that covers nominations and elections
  - Ethics Ordinance
  - Council Code of Conduct
  - Quick Tips and Useful Links: Basic election tips and links to FOAA requirements and City Charter/Ordinances
  - Last year's meeting schedule
  - List of all Boards and Committees
  - A link to the State's web page on Forms and Guides for Municipal Candidates

COUNCIL MEETING OPERATIONS

- Starting on August 1, 2013 there will be two changes related to Council Workshops and Meetings.
  1. The agenda and supporting materials will be projected on the Council Screen during Workshops and Meetings

  2. In order to facilitate the new use of the screen for information and better sight of the entire Council; the City Manager will be sitting with Staff (next to the Assistant City Manager) during Workshops and Meetings. The City Manager wants to attempt this approach on a 3 month trial basis.

BEACH AND PARK

- The CDBG funds remain dedicated to Lake Grove Park. The process is beginning to host a neighborhood meeting to discuss visioning in regards to East Auburn, the Park, and transportation planning scheduled in the area. The City still intends to install a volleyball court however, high rain and challenging drainage are delaying the project.

TENTATIVE FY14 COUNCIL CALENDAR

Staff is developing a list of important dates such as deadlines for hearing related to the budget that will be added soon.

JULY 2013

- 01 Workshop and Meeting
- 15 Workshop and Meeting
- 23 School Budget Election
- 29 Joint w/ Lewiston (at Auburn)

AUGUST 2013

- 05 Workshop and Meeting
- 19 Workshop and Meeting

SEPTEMBER 2013

- 02 Labor Day Holiday
- 03 Workshop and Meeting
- 16 Workshop and Meeting
- 30 Joint w/ Lewiston (at Lewiston)

OCTOBER 2013

- 07 Workshop and Meeting
- 14 Columbus Day Holiday
- 21 Workshop and Meeting

NOVEMBER 2013

- 04 Workshop and Meeting
- 05 Referendum/Municipal Election
- 11 Veterans Day Holiday
- 18 Workshop and Meeting

DECEMBER 2013

- 02 Workshop and Meeting
- 16 Workshop and Meeting
- 30 Joint w/ Lewiston (at Auburn)

JANUARY 2014

- 01 New Year's Day Holiday
- 06 Workshop and Meeting
- 20 Martin Luther King Holiday
- 21 Workshop and Meeting

FEBRUARY 2014

- 03 Workshop and Meeting
- 10 Budget Workshop
- 17 Presidents Day Holiday
- 18 Workshop and Meeting
- 24 Budget Workshop

MARCH 2014

- 03 Workshop and Meeting
- 10 Budget Workshop
- 17 Workshop and Meeting
- 24 Budget Workshop
- 31 Joint w/ Lewiston (at Lewiston)

APRIL 2014

- 07 Workshop and Meeting
- 14 Budget Workshop
- 21 Patriots Day Holiday
- 22 Workshop and Meeting
- 28 Budget Workshop

MAY 2014

- 05 Workshop and Meeting
- 12 Budget Workshop
- 19 Workshop and Meeting
- 26 Memorial Day Holiday
- 27 Budget Workshop

JUNE 2014

- 02 Workshop and Meeting
- 10 Primary/School Budget Election
- 16 Workshop and Meeting
- 30 Joint w/ Lewiston (at Auburn)

Engineering

- South Main Street Reconstruction Project– 90% of the underdrain has been installed. 50 % of the road base has been box cut.

- Court Street-Turner St Slip Lane Project – Road work has been completed. Traffic/pedestrian signal work remains to be done.

- Turner Street Rehabilitation Project – Base Paving is completed and driveway and curb work is underway. The surface pavement is anticipated in August.

- Hotel Road Rehabilitation Project – Surface paving and loam and seed work were completed.

- Manley Road Rehabilitation Project – Catch basins and cross culverts were installed. Paving is anticipated in August.

- Trapp Road Reconstruction Project – Surface paving was completed.

- West Bates and West Dartmouth Reconstruction Project – Base paving and curbing was installed. Surface paving is anticipated in July.

- Winter, Summer and Dennison Streets: The contractor is currently working on installing the ADA ramps at the intersections to complete the punch list work.

- The construction project for the road work adjacent to the new ice arena was prepared and is currently out to bid.

- Staff is also working with MDOT on their construction projects including the Lake Street, Hotel Road, Youngs Corner, and Court Street Overlay Projects.

- A monthly utility meeting was hosted by staff with all the utility companies within the City to coordinate this summers' upcoming work.

- The Tax Map Updates through April 1st have been completed.

- The Department processed approximately 150+ dig safe request and issued 50+excavation permits.

- The Lucity Pavement Condition Rating Project was completed and uploaded to the server.

- Staff worked with Unitil on extending gas mains throughout the city, in various locations.

    - The gas main extension on Minot Ave. (for the Fire Station) is on hold till they get the Turner St. extension for the college is finished.

    - The gas main extension on 6th St is underway and should be completed by Thursday 7/11.
    - The gas main extension through the woods off of Bennett Ave. is on hold due until the proper permits from the Maine DEP are obtained.

- The Cumberland Farms Project on Center St. is about a month behind schedule due to contaminated soils.
- The Rivershore Estates Project is about 70% complete.
- The Academy Townhouses Project is 100% complete.
- The Tambrands addition is complete. The addition was used for our yearly stormwater BMP inspection in order to stay in compliance with the City's Stormwater Permit.

Fire

Prevention

- In June, there were 22 life-safety inspections conducted by the fire companies in 22 businesses. Out of those inspections, 19 businesses were found not to be in compliance with the fire code. Company level life – safety inspections continue to be a positive value added service of the Auburn Fire Department in proactively working to keep our community safe.

Emergency Responses

- In June, we responded to 272 calls for service. These include but are not limited to 189 emergency medical calls, 2 building fires, 1 highway vehicle fire, 46 advanced life support calls and a variety of other calls. We received mutual aid once during this period as well.

Joint Auburn/Lewiston FD Command Staff Meeting

- We hosted a joint command staff meeting between the Lewiston and Auburn senior officer staffs. This meeting was very productive and in addition to a number of joint projects that were developed as a result of the meeting, it was agreed that meetings of this group should take place on a semiannual basis.

Special Operations Training

- Special operations training was held on the foot bridge over the Androscoggin River. This joint training with the Lewiston FD was planned and organized by AFD Lt. John Gravel. A scenario where a hot air balloon becomes entangled in the bridge structure with victims injured and trapped in the balloon basket dangling over the river saw both water and land assets of the FD plane, implement and execute a technical rescue of the basket occupants. A great job was done by all participants!!

Article in the Maine Municipal Publication, The Townsman

- Maine Municipal Association will be writing an article on the Auburn Citizens Fire Academy program for publication in the October issue of The Townsman.

Fire Cadet Officer Exchange Student from the Poland Main Fire School

- In September, the Auburn Fire department will host a Fire Officer student from the Main Fire School in Poland. The Main Fire School is the institution in Poland where students who aspire to become fire officers in the nationalized Polish fire service receive training. Our student, Pawel Gatarczyk will be with us, living at our station, for the month of September. He will observe all aspects of our operations and administration. In addition to his time here in Auburn, he will spend time with the Portland Fire Department and arrangements are being made for him to observe with the Boston FD. This is the first time that a student has been placed in a FD in the state of Maine. Four other students will be coming to the US for internships as well and they will be placed at departments in Colorado, Virginia. Illinois and Texas.

Health & Social Services

- General Assistance paid in welfare assistance a total of $13,534.54 the past month, compared to $ 10,643.40 in the same month in 2012. Thirty-three families were assisted in June for an average of $410.14 each.

- We took in 80 applications in June giving us a total of 1,310 applications for this fiscal year to date.

- Two active TANF households were assisted in June. Plus we did assist 7 TANF timed out families for a total of $3,309.70, an average of $472.82 each.

- In June, workfare was assigned to 11 households, and completed by 8 individuals for a total of 116.5 hours, and a value of $932.00. Individuals who fail to do the assigned workfare without just cause are disqualified from receiving general assistance for 120 days.

- Fiscal year 12-13 workfare hours 2,133 for a value of $17,064.00

- Fiscal year 12-13 applications for general assistance 1,310

- Fiscal year 12-13 TANF timed out expenditure $33,510.00

- Fiscal year 12-13 total GA expenditure $156,563.00

Human Resources

- June is generally a very busy month with annual open enrollment for the Cafeteria Benefit Plan, fiscal year contractual changes and other end of fiscal year updates. Wage adjustments were processed for the Public Works Bargaining Unit as that group is in its final year of a three year contract. Performance based pay adjustments were also implemented for the MSEA Unit.

- I assisted in the processing absentee ballots for the School Budget Election along with several other co-workers at Auburn Hall.

- Negotiations are on-going with Police Command, Police Patrol, and Fire.

- Chris Mumau, HR Assistant, and I met with the Recreation Summer Camp employees to process new employee paperwork and to provide sexual harassment policy training.

- Raymond Lussier, Safety Coordinator, conducted emergency preparedness training drills at Auburn Hall.

- For three weeks, a VIPS (Volunteer in Police Service) Intern was assigned to Ray Lussier. She updated the City of Auburn Continuity of Operations/Pandemic Flu Plan. This was a valuable experience for the City as the plan had not been updated for several years and for the intern as her degree is in emergency planning.

ICT

- Developed specs for computer purchase RFP and published them to the website. Bids for new PCs were opened and evaluated.

- A network storm triggered by a misconfigured circuit at ELHS caused an interruption in our phone service. Unlike regular PC data, voice traffic can't just slow down to accommodate a busy network. Voice traffic must have continuous flow, and the voice controllers shut down if they can't get it. The School Department's Technology group is working to address this, and to prevent a reoccurrence. The failure occurred around 3:30, Paul was remoted in from Buffalo by 5:30 and determined that the problem had been resolved.

- The Public Works annex was re-cabled to bring it up to current infrastructure standards.

- A draft version of the aerial photos was delivered. The photos are in the QC process, and should be ready for general use in the next few months.

- Attended a webinar on the latest developments in parcel mapping

- Attended meeting with FEMA and Army Corps of Engineers regarding Vigilant Guard disaster simulation in November. Will follow up with their GIS experts regarding ways to enhance our current GIS for Auburn's emergency response.

- Submitted abstract for presentation at the fall New England ArcGIS User Group (NEARC) meeting in October.

Parks and Recreation

- During the month of June, spring recreation programming, as well as, parks maintenance continued. Several recreation programs came to a conclusion including: Youth Lacrosse (127 participants), Spring Running (18 participants), Spring Soccer (144 participants) and Tee Ball (56 participants). Track & Field began its season on June 17th, with a total of 134 registered participants. Summer day camp staff training took place during the week of June 17th. Camp began on June 24th with a total of 244 registered participants.

- The Auburn Community Concert Band began its season on June 19th with their first performance entitled, "Spring into Summer", which was unofficially the largest opening night audience ever, at about 340 attendees. The Band's second performance of the season took place on June 26th, entitled, "Forgotten but Unforgettable". Upcoming events in July will include: July 3rd - "An Evening of Patriotic Music", July 10th - "Songs that Bridge Generations", July 17th - "It's Showtime!", July 24th – "Let's Dance" and July 31 – "The Hits Musicians Made Famous". FMI regarding ACCB performances please visit: www.auburnmaine.gov

- Parks department maintenance activities took place which included a wide variety of tasks: mowing, trimming, sweeping, litter removal, raking, pruning, mulching, fence repair, ball field maintenance (dragging & lining), athletic field maintenance (striping), equipment maintenance, and City gateway maintenance. Additionally, the parks crew assisted with setup for the June 11th school validation election. As stated in prior reports, we have collaborated together with Public Works to ensure that the City receives the needed attention particularly around holiday dates and special events. Of particular note, members of the parks crew placed particular focus on cemetery maintenance for the upcoming July 4th holiday.

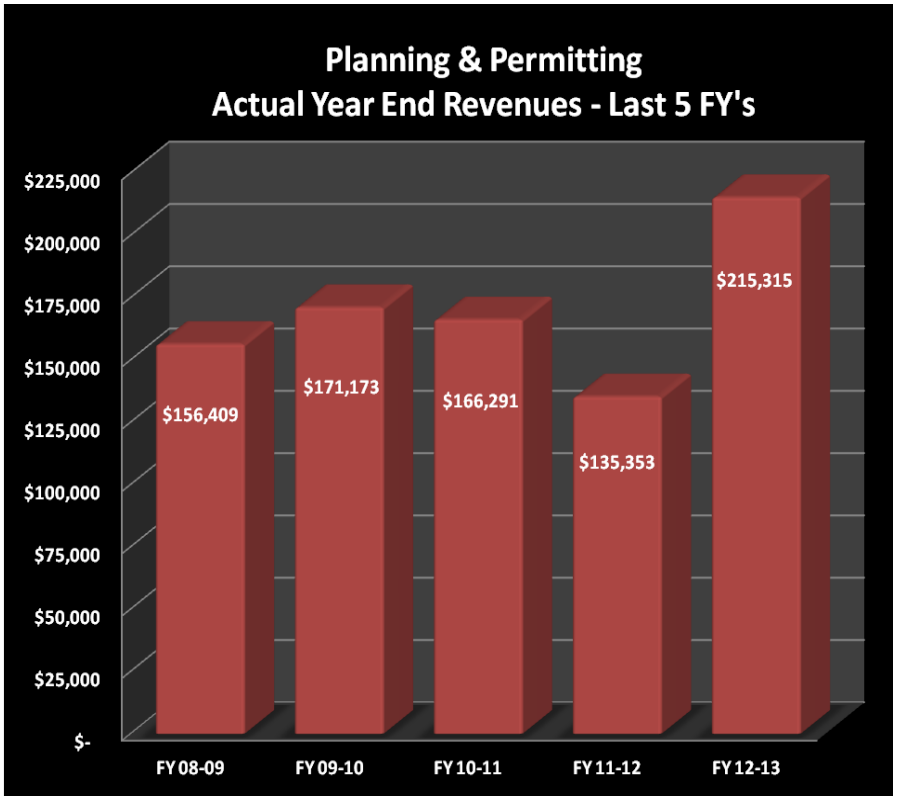
- Through the support of Proctor & Gamble, a large community volunteer event took place on June 19th from 1PM – 4PM. Proctor and Gamble (Tambrands) brought 100+ employees of the company to the riverfront area to perform a variety of maintenance projects. Projects such as: Painting of the Knight House, fencing, railings, benches, overlook platform, gazebo columns, light posts, mulching alongside Railroad Bridge and weed trimming of the Riverwalk all took place. This volunteer event helped accomplish many tasks that were in need of attention along the Riverwalk. Our thanks to the entire crew for the excellent job they did!

- Work on the Auburn ice arena continued throughout the month. Meetings focused on final construction details, ice rental agreements and sponsorship/advertising agreements. A total of $55,000 in advertising/sponsorship contracts have been secured to date. Construction also continued throughout the month with steel supporting structure, plumbing, electrical, mechanical and masonry work. A final candidate was selected for the Arena Manager position; Josh Macdonald is scheduled to start on July 1st. Staff has also been developing an RFP for vending/arcade games for the facility.

Planning, Permitting and Code

- During the month of June the Department processed 66 building, electrical, sign and plumbing permits. The permits resulted in the collection of $5,585 in fees for work with an estimated construction cost of $405,449. We now know that FY13 was the best year, for both of the above figures as compared to the last five years. Below is a chart comparing revenues for each of the last five years.

Revenues are up nearly $45,000 over the next highest year in FY 09-10 and almost $80,000 over last year. Most of that is due to increased building permit activity, fire alarm fees and revenue from Lisbon health inspections. FY14 is off to a promising start and we will continue to update the Council monthly.



- Regional newspapers recently released permit wait times for the City of Portland. After reviewing the articles we wanted to see how Auburn compared so we pulled permit data from the first five months of 2013 to determine the average processing time for residential and commercial building permits.

  The average time spent waiting for various commercial building permits in Auburn ranges from 8 to 12 days. The data showed an average wait of 8 days for a permit to alter a commercial structure and 12 days for a permit to add on or to construct a new commercial structure.

  For homeowners, the data showed the average wait for a permit to alter a residential structure was 7 days and the average wait for an addition or for new construction of a home at 5 days. Compared to the data published by Maine Biz for Portland I am very pleased with our staff efforts to process permits and I recommend reviewing the article if you want to see the Portland data at http://www.mainebiz.biz/article/20130626/NEWS0101/130629962 . It should be noted that the wait time includes the time it takes to collect additional information if an application is incomplete and for commercial permits it sometimes includes waiting for State Fire Marshal's approval.

- As of June 7th we were about 92% through FY 13 and our expenses were at 83%. We are finalizing the expenses for year end and will have an update soon but not in time for this report. We will be below budget because we limited our spending to essential, safety or emergency items only for the last part of the year. That means some traffic lighting and traffic signals were repaired temporarily when they really need to be replaced. It also means that needs in FY14 will be difficult to meet with the allocated budget as some expenses were simply delayed. We will monitor spending closely but it

should be known that the effects of delaying those expenses will continue to be felt in the coming year(s).

- 9 Gamage Avenue Update. The Council Hearing on June 5th concluded with the approval of the condemnation of 9 Gamage Avenue. The property owner has been notified and has 30 days to demolish the building and clean the site. The owner has been in contact with the City and is working on a contract to demolish the building as well as reimburse the City for our expenses in dealing with this dangerous building.

- During the past month the Planning Department and JLUS Policy Committee made additional progress on the joint land use study (JLUS) in collaboration with the Maine Army National Guard for the area surrounding that entity's Auburn training facility. The draft report has been distributed to the Planning Board, City Council and JLUS Committee for review and comment. It has also been posted on the City website and notices to the 200+ people that have participated in the survey and meetings were emailed for a chance to provide input. The next Committee meeting will be July 17th at 4pm in the Community Room at Auburn Hall.

- During the last four weeks we tracked 24 new property specific Code Requests resulting in 10 written enforcement actions. We resolved and closed 23 cases during the month.

- During the last 30 days Cristy Bourget conducted 25 sanitation inspections including lodging, mobile vendors, restaurant and takeout facilities, massage establishments and second hand dealers, 2 of which were complaint driven, in the City of Auburn. Kelvi's Pizza opened in New Auburn during the month Of June. Cristy also conducted 3 sanitation inspections including lodging, mobile vendors, restaurant and takeout facilities in the town of Lisbon.

Police

Operations

- The Department responded to 2197 calls for service in June.
- Officers made 72 physical arrests, issued 86 criminal summonses and processed 325 offense reports, of which 49 were felonies.
- Officers issued 106 traffic citations totaling $18,259 in fines and 414 warnings for various traffic offenses.
- Officers investigated a serious motorcycle crash on Route 4 near the Causeway. The motorcycle struck a car making a left hand turn into the Causeway. The motorcyclist was thrown from his motorcycle. The motorcyclist was transported to CMMC with serious head injuries and is still in critical condition. The motorcyclist was not wearing a helmet at the time of the crash.
- Detectives have recently broken up a large burglary ring working in the greater Lewiston/Auburn area and have recovered approximately $35,000-$45,000 in stolen property. Detectives are still working to identify additional suspects.
- Several loud exhaust enforcement details were conducted throughout the city. Six warnings were issued for loud exhaust and nine warnings were issued for other violations.

Training

- Officer Ham and K-9 Rocky graduated from the Basic K-9 Patrol School and have certified as a K-9 Team. Ham & Rocky are assigned to Patrol Team B night shift.
- Officers were recertified in the use of the Pepperball Gun, a less than lethal weapon.

Community Outreach

- The spring session of the Citizens Police Academy concluded on June 24th. During the month, participants had instruction on: criminal investigations, computer crimes, HAZMAT/Cobra Team and domestic violence. Ten citizens completed the academy.
- As part of the department's ongoing traffic calming efforts, speed data collection units were placed on outer Lake St and Danville Corner Rd due to complaints. Data showed that speed violations are infrequent on both roads.
- Several officers participated in the annual Special Olympics Torch Run.
- Cpl. Bouchard and Officer Richardson attended the Summer Special Olympics in Bangor. Both had the opportunity to hand out medals to various participants.

Public Works

Productivity

- In June APW processed 479 Work Orders and closed out 337 work orders with a balance of 114 work orders still open(and new). Of the 479 Work Orders 163 were processed by our Fleet Services Team closing out 152 leaving 1 on-going repairs/pending repairs. In total APW has a backlog of 625 Open Work Orders. Every month we end with a balance of open work orders. This means when someone calls today/tomorrow/next week their request for work gets placed on a work order request and is inserted into the queue of open work orders. Their request either goes to the end of the listing or top depending on the priority of the issue. The priority is set by the Management Team at APW or sometimes the requesting party or the issue in general sets its own priority. We are endeavoring to complete all that is asked of us but with more and more requests coming in it is getting difficult to do so.

Special Events/Projects/Coordination

- Please **SAVE THE DATE** Public Works will be having an Open House Event on Saturday July 20th from 9AM – 1PM at the Gracelawn Facility. We will have on display the equipment we use daily along with crew members and management to answer questions. Engineering and Parks & Rec will also be present to talk about their respective functions/roles in the City.
- PW Crews completed work in Edward Little Park. The sidewalks have been installed and loam/seed put down. Once the rains stop the grass will grow and the park will once again be a nice area to walk and gather.

Citizen Engagement

- Public Works coordinated with TamBrands (P & G) corporation on a 'give back day'. Tambrands asked the City for projects that could be done by their employees as a community outreach/give back day. Tambrands had 300+ employees they were going to

assign to the City for 5 hrs. The day consisted of cleaning up the Riverwalk, Painting the Knight House, Painting benches and railings along the Riverwalk, Cleaning and Painting in Bonney Park, Repair/painting and planting on West Pitch as well as mulching and trail repair on Barker Mill Trial. The event was very successful and productive. We believe Tambrands will want to do this again**.**

Facilities

- APW crew has installed protective bollards around the building in key locations to prevent accidental impacts to the building. This will help preserve the new siding and limit damage.
- Preparations for Gas conversion have begun.

Trainings

- PW crew members attended the annual Maine State Public Works event in Skowhegan. This event is all day, filled with trainings, demonstrations, informational booths on Public Works as well as award ceremonies recognizing public works crews around the state.
- PW Crew participated in Wellness Program training focus on Summer related work issues like heat stroke.

Other Summer Time Projects

- Roadside Mowing has started and will run the remainder of summer. PW mows approximately 190 miles of roadside. This is only one pass, normally the mowers make several passes in order to cut back the vegetation to a proper/safe distance from the road. This means we mow 500-600 miles of grass area during the summer.
- It is banner season again, the arborist crew installs banners every Monday throughout the spring and summer.
- Catch Basin cleaning is ongoing and will run all Summer/Fall. With over 3500 catch basins it takes a crew many months to do the mandated cleaning and inspection. With all the rain in June we have had to go back to many of the basins for additional cleanings.
- Culverts and basin/structures are starting to be repaired and replaced.
- Crews have been working on repairing washouts around the City caused by the extraordinary amount of rain we received in the month of June.
- Centerline Striping and Roadway Markings have been on again/off again during the month. With all the rain it has been difficult for the contractor to paint the lines. Hopefully July will be more weather friendly.
- The Arborist crew has been attending to the other cemeteries around the City attempting to reclaim the borders and remove any hazards.
- PW crews have started roadside ditching operations. This task opens up the roadside ditches for the proper flow of water during rain events. This prevents washouts, culvert issues and road damage by having proper drainage for the water.

- Now that the Pavement/Asphalt plants are open the Hot Patch Crew is out filling in potholes, repairing damage from winter operations and paving over road openings. A busy time for these folks, last year they hand placed over a 1000 tons of asphalt!

Recycling Operations

- Recycling operations for the month of June picked up 53.33 tons of material, an increase of .46 tons from last year.

City of Auburn, Maine

"Maine's City of Opportunity"

Financial Services

TO: **Clinton Deschene, City Manager**

FROM: **Jill Eastman, Finance Director**

REF: **June 2013 Financial Report**

DATE: **July 10, 2013**

The following is a discussion regarding the significant variances found in the City's June financial report. Please note that although the monthly financial report contains amounts reported by the School Department, this discussion is limited to the City's financial results and does not attempt to explain any variances for the School Department.

The City has completed the final month of the current fiscal year. As a guideline for tracking purposes, revenues and expenditures should amount to approximately 100% of the annual budget. The attached reports are where we are right now. We are still processing invoices for FY 13 and there are some revenues that haven't been received that belong in FY 13. This report shows you where we are today. When the audit is complete, the auditors will give a formal presentation of the final year end picture.

Revenues

Revenues collected through June 30th, including the school department were $67,059,524, or 93.21%, of the budget. The municipal revenues including property taxes were $49,153,028, or 98.59% of the budget which is less than the same period last year by 1.56%. The accounts listed below are noteworthy.

A. Property Tax collections that are received for the first 60 days following fiscal year end are posted to the prior year. What this means is that any property taxes collected in July and August will be posted to FY 13.

B. Excise tax for the month of June is at 106.45%. This is a $135,455 increase from FY 12. Our excise revenues for FY13 are 6.45% above projections as of June 30, 2013.

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C. State Revenue Sharing for the month of June is 104.99% or $2,519,701. The city received $308,570 this month compared to $279,828 FY12, $265,203 FY11, $270,084 FY10, and $187,607 FY09. This is 10.3% increase from this June to last June.

D. State-Local Road Assistance is at 120.65% of budget, or over projections by $78,045.

E. Business and Non-Business Licenses and Permits are at 147.12% of budget due to Commercial Licenses, Street Openings, Building and Electrical Permits coming in higher than anticipated.

Expenditures

City expenditures through June 2013 were $34,616,010 or 95.13%, of the budget. Noteworthy variances are:

A. Health and Social services continues to exceed expectations and is at 127.05% of the total budget at the end of June. The Administration portion of the budget is at 96% of the total budget, where the Assistance portion is at 147.6% of its $134,111 budget, or over budget by $50,575.

Investments

This section contains an investment schedule as of June 30th. Currently the City's funds are earning an average interest rate of .22%.

Respectfully submitted,

Jill M. Eastman
Finance Director

CITY OF AUBURN, MAINE

BALANCE SHEET - CITY GENERAL FUND, WC AND UNEMPLOYMENT FUND (NOT INCLUDING SCHOOL)

AS of June 2013, May 2013, and June 2012 Preliminary Pre-Audit

	UNAUDITED June 30 2013	UNAUDITED May 31 2013	Increase (Decrease)	AUDITED JUNE 30 2012
ASSETS				
CASH	$ 15,388,319	$ 19,437,999	$ (4,049,679)	$ 15,074,324
RECEIVABLES			-	
ACCOUNTS RECEIVABLES	527,945	677,120	(149,175)	1,218,554
TAXES RECEIVABLE-CURRENT	104,937	1,303,257	(1,198,320)	107,929
DELINQUENT TAXES	540,724	540,678	45	486,160
TAX LIENS	1,391,484	443,956	947,528	1,415,461
NET DUE TO/FROM OTHER FUNDS	15,397,082	22,362,706	(6,965,624)	470,312
TOTAL ASSETS	**$ 33,350,491**	**$ 44,765,716**	**$ (11,415,225)**	**$ 18,772,740**
LIABILITIES & FUND BALANCES				
ACCOUNTS PAYABLE	$ (235,651)	$ (283,495)	$ 47,844	$ (670,227)
PAYROLL LIABILITIES	(16,619)	223,822	(240,441)	(501)
ACCRUED PAYROLL	9,914	9,914	-	(2,274,075)
STATE FEES PAYABLE	(48,954)	(76,389)	27,435	-
ESCROWED AMOUNTS	(41,865)	(41,865)	-	(41,865)
DEFERRED REVENUE	(1,858,291)	(2,106,591)	248,300	(1,822,839)
TOTAL LIABILITIES	**$ (2,191,466)**	**$ (2,274,605)**	**$ 83,138**	**$ (4,809,507)**
FUND BALANCE - UNASSIGNED	$ (30,373,317)	$ (41,705,405)	$ 11,332,087	$ (12,378,441)
FUND BALANCE - RESTRICTED FOR WORKERS COMP & UNEMPLOYMENT	776,017	776,017	-	684,766
FUND BALANCE - RESTRICTED	(1,561,724)	(1,561,724)	-	(2,269,558)
TOTAL FUND BALANCE	**$ (31,159,024)**	**$ (42,491,112)**	**$ 11,332,087**	**$ (13,963,233)**
TOTAL LIABILITIES AND FUND BALANCE	**$ (33,350,491)**	**$ (44,765,716)**	**$ 11,415,226**	**$ (18,772,740)**

CITY OF AUBURN, MAINE
REVENUES - GENERAL FUND COMPARATIVE
THROUGH June 30, 2013 VS June 30, 2012 (Preliminary-Pre Audit)

REVENUE SOURCE	FY 2013 BUDGET	ACTUAL REVENUES THRU JUNE 2013	% OF BUDGET	FY 2012 BUDGET	ACTUAL REVENUES THRU JUNE 2012	% OF BUDGET	VARIANCE
TAXES							
PROPERTY TAX REVENUE-	$ 42,121,141	$ 39,617,460	94.06%	$ 41,053,952	$ 39,980,875	97.39%	$ (363,415)
PRIOR YEAR REVENUE	$ -	$ 1,039,161		$ -	905,827		$ 133,334
HOMESTEAD EXEMPTION REIMBURSEMENT	$ 514,584	$ 377,311	73.32%	$ 488,573	$ 488,573	100.00%	$ (111,262)
ALLOWANCE FOR ABATEMENT	$ -	$ -		$ -	$ -		$ -
ALLOWANCE FOR UNCOLLECTIBLE TAXES	$ -	$ -		$ -	$ -		$ -
EXCISE	$ 3,018,500	$ 3,213,054	106.45%	$ 2,719,000	$ 3,079,786	113.27%	$ 133,268
PENALTIES & INTEREST	$ 140,000	$ 163,441	116.74%	$ 140,000	$ 149,318	106.66%	$ 14,123
TOTAL TAXES	$ 45,794,225	$ 44,410,428	96.98%	$ 44,401,525	$ 44,604,379	100.46%	$ (193,951)
LICENSES AND PERMITS							
BUSINESS	$ 39,900	$ 80,376	201.44%	$ 30,000	$ 56,284	187.61%	$ 24,092
NON-BUSINESS	$ 260,700	$ 361,860	138.80%	$ 268,400	$ 288,101	107.34%	$ 73,759
TOTAL LICENSES	$ 300,600	$ 442,236	147.12%	$ 298,400	$ 344,385	115.41%	$ 97,851
INTERGOVERNMENTAL ASSISTANCE							
STATE-LOCAL ROAD ASSISTANCE	$ 378,000	$ 456,045	120.65%	$ 378,000	$ 461,397	122.06%	$ (5,352)
STATE REVENUE SHARING	$ 2,400,000	$ 2,519,701	104.99%	$ 2,400,000	$ 2,509,193	104.55%	$ 10,508
WELFARE REIMBURSEMENT	$ 53,083	$ 75,575	142.37%	$ 44,955	$ 60,039	133.55%	$ 15,536
OTHER STATE AID	$ 21,000	$ 20,742	98.77%	$ 20,000	$ 22,615	113.08%	$ (1,873)
CITY OF LEWISTON	$ 158,362	$ 155,225	98.02%	$ 158,362	$ 153,385	96.86%	$ 1,840
TOTAL INTERGOVERNMENTAL ASSISTANCE	$ 3,010,445	$ 3,227,288	107.20%	$ 3,001,317	$ 3,206,629	106.84%	$ 20,659
CHARGE FOR SERVICES							
GENERAL GOVERNMENT	$ 130,955	$ 129,102	98.58%	$ 135,090	$ 126,243	93.45%	$ 2,859
PUBLIC SAFETY	$ 263,102	$ 139,041	52.85%	$ 206,545	$ 82,180	39.79%	$ 56,861
EMS AGREEMENT	$ 100,000	$ 100,000	100.00%	$ 100,000	$ 100,000	100.00%	$ (0)
TOTAL CHARGE FOR SERVICES	$ 494,057	$ 368,143	74.51%	$ 441,635	$ 308,423	69.84%	$ 59,720
FINES							
PARKING TICKETS & MISC FINES	$ 45,000	$ 29,375	65.28%	$ 55,000	$ 39,031	70.97%	$ (9,656)
MISCELLANEOUS							
INVESTMENT INCOME	$ 30,000	$ 14,017	46.72%	$ 60,000	$ 62,129	103.55%	$ (48,112)
INTEREST-BOND PROCEEDS	$ 2,000	$ -	0.00%	$ 2,000	$ 2,000	100.00%	$ (2,000)
RENTS	$ 122,000	$ 122,027	100.02%	$ 122,000	$ 121,827	99.86%	$ 200
UNCLASSIFIED	$ 5,150	$ 73,543	1428.01%	$ 7,340	$ 99,461	1355.05%	$ (25,919)
SALE OF RECYCLABLES	$ -	$ -		$ -	$ 15,097		$ (15,097)
COMMERCIAL SOLID WASTE FEES	$ -	$ 42,622		$ -	$ 46,981		$ (4,359)
SALE OF PROPERTY	$ 20,000	$ 16,962	84.81%	$ 20,000	$ 3,965	19.83%	$ 12,997
RECREATION PROGRAMS/ARENA	$ 43,275	$ 13,275	30.68%	$ 33,275	$ 33,668	101.18%	$ (20,393)
MMWAC HOST FEES	$ 197,400	$ 201,906	102.28%	$ 197,400	$ 200,213	101.43%	$ 1,693
9-1-1 DEBT SERVICE REIMBURSEMENT	$ -	$ -		$ 98,318	$ -	0.00%	$ -
TRANSFER IN: TIF	$ 324,212	$ 324,212	100.00%	$ 324,212	$ 324,212	100.00%	$ -
ENERGY EFFICIENCY	$ 2,000	$ 1,514	75.71%	$ 2,600	$ 1,685	64.81%	$ (171)
CDBG	$ 8,000	$ 1,334	16.68%	$ 8,000	$ 8,004	100.05%	$ (6,670)
UTILITY REIMBURSEMENT	$ 37,500	$ 33,715	89.91%	$ 37,500	$ 30,940	82.51%	$ 2,775
CITY FUND BALANCE CONTRIBUTION	$ 1,350,000	$ -	0.00%	$ 1,050,000	$ -	0.00%	$ -
TOTAL MISCELLANEOUS	$ 2,141,537	$ 845,127	39.46%	$ 1,962,645	$ 950,182	48.41%	$ (105,055)
					$ -		
TOTAL GENERAL FUND REVENUES	**$ 51,785,864**	**$ 49,322,596**	95.24%	**$ 50,160,522**	**$ 49,453,029**	98.59%	**$ (130,433)**
SCHOOL REVENUES							
EDUCATION SUBSIDY	$ 17,942,071	$ 17,004,700	94.78%	$ 17,942,071	$ 17,836,233	99.41%	$ (831,533)
EDUCATION	$ 1,358,724	$ 732,227	53.89%	$ 1,358,724	$ 1,234,130	90.83%	$ (501,903)
SCHOOL FUND BALANCE CONTRIBUTION	$ 855,251	$ -	0.00%	$ 855,251	$ -	0.00%	$ -
TOTAL SCHOOL	$ 20,156,046	$ 17,736,928	88.00%	$ 20,156,046	$ 19,070,363	94.61%	$ (1,333,435)
GRAND TOTAL REVENUES	**$ 71,941,910**	**$ 67,059,524**	**93.21%**	**$ 70,316,568**	**$ 68,523,392**	**97.45%**	**$ (1,463,868)**

CITY OF AUBURN, MAINE
EXPENDITURES - GENERAL FUND COMPARATIVE
THROUGH June 30, 2013 VS June 30, 2012 (Preliminary-Pre Audit)

DEPARTMENT	FY 2013 REVISED BUDGET	Unaudited EXP THRU JUNE 2013	% OF BUDGET	FY 2012 BUDGET	Unaudited EXP THRU JUNE 2012	% OF BUDGET	VARIANCE
ADMINISTRATION							
MAYOR AND COUNCIL	$ 99,690	$ 89,158	89.44%	$ 99,690	$ 112,571	112.92%	$ (23,413)
CITY MANAGER	$ 343,296	$ 302,475	88.11%	$ 280,915	$ 338,605	120.54%	$ (36,130)
ASSESSING SERVICES	$ 183,801	$ 169,724	92.34%	$ 188,906	$ 182,447	96.58%	$ (12,723)
CITY CLERK	$ 150,676	$ 130,950	86.91%	$ 137,422	$ 151,346	110.13%	$ (20,396)
FINANCIAL SERVICES	$ 419,539	$ 400,063	95.36%	$ 365,023	$ 397,320	108.85%	$ 2,743
HUMAN RESOURCES	$ 137,836	$ 127,658	92.62%	$ 137,363	$ 130,087	94.70%	$ (2,429)
INFORMATION COMMUNICATION TECHNOLOGY	$ 386,632	$ 324,902	84.03%	$ 361,058	$ 354,100	98.07%	$ (29,198)
LEGAL SERVICES	$ 85,000	$ 32,143	37.82%	$ 84,284	$ 74,663	88.59%	$ (42,520)
CUSTOMER SERVICE	$ -	$ -		$ 2,428	$ 1,576	64.91%	$ (1,576)
TOTAL ADMINISTRATION	$ 1,806,470	$ 1,577,073	87.30%	$ 1,657,089	$ 1,742,715	105.17%	$ (165,642)
COMMUNITY SERVICES							
ENGINEERING	$ 320,370	$ 293,182	91.51%	$ 293,612	$ 300,295	102.28%	$ (7,113)
COMMUNITY PROGRAMS	$ 14,050	$ 12,650	90.04%	$ 12,650	$ 12,649	99.99%	$ 1
PLANNING & PERMITTING	$ 776,532	$ 695,901	89.62%	$ 727,756	$ 694,442	95.42%	$ 1,459
PARKS AND RECREATION	$ 602,191	$ 534,589	88.77%	$ 615,858	$ 511,924	83.12%	$ 22,665
HEALTH & SOCIAL SERVICES	$ 176,567	$ 224,322	127.05%	$ 153,811	$ 165,241	107.43%	$ 59,081
PUBLIC LIBRARY	$ 968,292	$ 880,873	90.97%	$ 929,407	$ 929,407	100.00%	$ (48,534)
TOTAL COMMUNITY SERVICES	$ 2,858,002	$ 2,641,517	92.43%	$ 2,733,094	$ 2,613,958	95.64%	$ 27,559
FISCAL SERVICES							
DEBT SERVICE	$ 6,682,797	$ 6,617,024	99.02%	$ 6,810,550	$ 6,783,904	99.61%	$ (166,880)
PROPERTY	$ 699,114	$ 604,739	86.50%	$ 680,137	$ 572,372	84.16%	$ 32,367
WORKERS COMPENSATION	$ 415,000	$ 415,000	100.00%	$ 451,890	$ 451,720	99.96%	$ (36,720)
WAGES & BENEFITS	$ 4,602,545	$ 4,203,860	91.34%	$ 4,209,929	$ 4,001,369	95.05%	$ 202,491
EMERGENCY RESERVE (10108062-670000)	$ 333,818	$ -	0.00%	$ 328,608	$ -	0.00%	$ -
TOTAL FISCAL SERVICES	$ 12,733,274	$ 11,840,623	92.99%	$ 12,481,114	$ 11,809,365	94.62%	$ 31,258
PUBLIC SAFETY							
EMERGENCY MGMT AGENCY	$ -	$ -		$ 2,903	$ -	0.00%	$ -
FIRE DEPARTMENT	$ 3,904,344	$ 3,947,284	101.10%	$ 3,716,161	$ 3,706,939	99.75%	$ 240,345
POLICE DEPARTMENT	$ 3,439,583	$ 3,296,657	95.84%	$ 3,315,380	$ 3,264,566	98.47%	$ 32,091
TOTAL PUBLIC SAFETY	$ 7,343,927	$ 7,243,941	98.64%	$ 7,034,444	$ 6,971,505	99.11%	$ 272,436
PUBLIC WORKS							
PUBLIC WORKS DEPARTMENT	$ 4,617,744	$ 4,366,668	94.56%	$ 4,682,884	$ 4,132,800	88.25%	$ 233,868
WATER AND SEWER	$ 558,835	$ 553,446	99.04%	$ 558,835	$ 553,426	99.03%	$ 20
TOTAL PUBLIC WORKS	$ 5,176,579	$ 4,920,114	95.05%	$ 5,241,719	$ 4,686,226	89.40%	$ 233,888
INTERGOVERNMENTAL PROGRAMS							
AUBURN-LEWISTON AIRPORT	$ 105,000	$ 105,000	100.00%	$ 106,750	$ 106,750	100.00%	$ (1,750)
E911 COMMUNICATION CENTER	$ 1,035,381	$ 1,035,595	100.02%	$ 968,347	$ 968,347	100.00%	$ 67,248
LATC-PUBLIC TRANSIT	$ 235,548	$ 235,496	99.98%	$ 207,779	$ 207,779	100.00%	$ 27,717
LAEGC-ECONOMIC COUNCIL	$ 160,687	$ 120,515	75.00%	$ 160,687	$ 120,515	75.00%	$ -
COMMUNITY LITTLE THEATER	$ 20,160	$ 18,904	93.77%	$ 20,160	$ 20,160	100.00%	$ (1,256)
TAX SHARING	$ 289,000	$ 280,041	96.90%	$ 288,593	$ 284,985	98.75%	$ (4,944)
TOTAL INTERGOVERNMENTAL	$ 1,845,776	$ 1,795,551	97.28%	$ 1,752,316	$ 1,708,536	97.50%	$ 87,015
COUNTY TAX	$ 2,006,244	$ 2,006,244	100.00%	$ 1,925,561	$ 1,925,560	100.00%	$ 80,684
TIF (10108058-580000)	$ 2,619,142	$ 2,590,947	98.92%	$ 2,619,142	$ 2,619,142	100.00%	$ (28,195)
OVERLAY	$ -	$ -		$ 301,604	$ 118,448	0.00%	$ (118,448)
							$ -
TOTAL CITY DEPARTMENTS	**$ 36,389,414**	**$ 34,616,010**	**95.13%**	**$ 35,746,083**	**$ 34,195,455**	**95.66%**	**$ 420,555**
EDUCATION DEPARTMENT	$ 34,705,246	$ 29,067,550	83.76%	$ 34,705,246	$ 31,043,144	89.45%	$ (1,975,594)
TOTAL GENERAL FUND EXPENDITURES	**$ 71,094,660**	**$ 63,683,560**	**89.58%**	**$ 70,451,329**	**$ 65,238,599**	**92.60%**	**$ (1,555,039)**

CITY OF AUBURN, MAINE
INVESTMENT SCHEDULE
AS OF June 30, 2013

INVESTMENT		FUND	BALANCE	BALANCE June 30, 2013	INTEREST RATE	WEIGHTED AVG YIELD
BANKNORTH MNY MKT	24-1242924	GENERAL FUND	$ 55,318.33	$ 55,318.33	**0.20%**	
BANKNORTH MNY MKT	24-1745910	GF-WORKERS COMP	$ 49,238.03	$ 49,238.03	**0.10%**	
BANKNORTH MNY MKT	24-1745944	GF-UNEMPLOYMENT	$ 66,883.53	$ 66,883.53	**0.20%**	
BANKNORTH CD	7033	GF-UNEMPLOYMENT	$ 102,404.84	$ 102,404.84	**2.64%**	
BANKNORTH MNY MKT	24-1809302	SPECIAL REVENUE	$ 52,543.55	$ 52,543.55	**0.20%**	
BANKNORTH MNY MKT	24-1745902	SR-PERMIT PARKING	$ 197,939.56	$ 197,939.56	**0.20%**	
BANKNORTH MNY MKT	24-1745895	SR-TIF	$ 1,117,524.58	$ 1,117,524.58	**0.20%**	
BANKNORTH MNY MKT	24-1746819	CAPITAL PROJECTS	$ 10,895,959.54	$ 10,895,959.54	**0.20%**	
BANKNORTH MNY MKT	24-1745928	ICE ARENA	$ 249,227.28	$ 249,227.28	**0.10%**	
GRAND TOTAL			**$ 12,787,039.24**	**$ 12,787,039.24**		**0.22%**

City of Auburn, Maine

"Maine's City of Opportunity"

Financial Services

To: Clinton Deschene, City Manager
From: Jill Eastman, Finance Director
Re: July 10, 2013

Attached you will find a Statement of Net Assets and a Statement of Activities for the Ingersoll Arena as of June 30, 2013. This report is **pre audit and prior to year end entries being made**.

Statement of Net Assets:
The Statement of Net Assets lists current assets, noncurrent assets, liabilities and net assets.

Current Assets:
As of the end of June 2013 the total current assets were $374,782. These consisted of cash and cash equivalents of $249,169, accounts receivable of $18,825 and an interfund receivable is a $106,746, which means that the General Fund owes the arena $106,746, so net cash available to the arena is $355,915 at the end of June.

The accounts receivable of $18,825, consists of the following outstanding invoices for ice time that has been billed to various organizations. At the end of June the outstanding accounts were categorized as follows: $18,825 that are over 120 days past due. The past due invoices are broken down as follows:

Auburn Youth Hockey: $18,395 – the original balance was $51,195, and the Youth Hockey Organization entered into a payment agreement and has paid a total of $32,800 towards this outstanding balance to date.

Twin City Titans: $430 – 2 hours of ice time from the fall of 2012.

Noncurrent Assets:
Noncurrent assets are the building, equipment and any building and land improvements, less depreciation. The total value of noncurrent assets as of June 30, 2013 was $729,731.

Liabilities:
The arena liabilities as of June 30, 2013, consisted of $4,104 of accounts payable, which is for invoices that we had received, but had not paid as of the end of the month.

Statement of Activities:

The statement of activities shows the current operating revenue collected for the fiscal year and the operating expenses as well as any nonoperating revenue and expenses.

The operating revenues through June 2013, are $438,060. This revenue comes from the concessions, sign advertisements, pro shop lease, youth programming, shinny hockey, public skating and ice rentals.

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The operating expenses through June 2013, are $295,142. These expenses include personnel costs, supplies, utilities, repairs and maintenance.

As of June 2013 the arena has a operating gain of $141,918.

Non-operating revenue and expenses consist of interest income and debt service payments. The interest income to date is $4520 and the debt service expense to date is $92,339, for a net non-operating expense of $91,929.

As of June 30, 2013 the arena has a increase in net assets of $36,756.

CITY OF AUBURN, MAINE
Statement of Net Assets
Proprietary Funds
June 30, 2013

Business-type Activities - Enterprise Funds		
		Ingersoll Ice Arena
ASSETS		
Current assets:		
Cash and cash equivalents		$ 249,211
Interfund receivables		106,746
Accounts receivable		18,825
	Total current assets	374,782
Noncurrent assets:		
Capital assets:		
Buildings		672,279
Equipment		826,911
Land improvements		18,584
Less accumulated depreciation		(788,043)
	Total noncurrent assets	729,731
	Total assets	1,104,513
LIABILITIES		
Accounts payable		4,104
Total liabilities		4,104
NET ASSETS		
Invested in capital assets		829,060
Unrestricted		271,349
Total net assets		**$ 1,100,409**

CITY OF AUBURN, MAINE
Statement of Revenues, Expenses and Changes in Net Assets
Proprietary Funds
Business-type Activities - Enterprise Funds
Statement of Activities
June 30, 2013

		Ingersoll Ice Arena
Operating revenues:		
Charges for services	$	438,060
Operating expenses:		
Personnel		130,761
Supplies		18,819
Utilities		113,137
Repairs and maintenance		24,023
Depreciation		-
Other expenses		9,402
Total operating expenses		296,142
Operating gain (loss)		141,918
Nonoperating revenue (expense):		
Interest income		452
Interest expense (debt service)		(92,339)
Total nonoperating expense		(91,887)
Gain (Loss) before transfer		50,031
Transfers out		(13,275)
Change in net assets		36,756
Total net assets, July 1		1,063,653
Total net assets, June 30	**$**	**1,100,409**

RECOGNITION OF THE FIRST CLASS OF THE AUBURN FIRE DEPARTMENTS CITIZEN FIRE ACADEMY.

The first class of the Auburn Fire department Citizens Fire Academy (CFA) has successfully come to a conclusion!

Beginning on April 10th, 2013 and continuing each Wednesday evening, plus two full Saturdays, and concluding on May 29th, 2013, this group of citizens showed a great commitment to learning about the services provided by the Auburn Fire department.

The program, believed to be the first of its kind in the state as well as an Auburn first, emphasized a hands on approach and experiential interactions with members of the Auburn Fire Department who shared their expertise with the students.

Each class was taught by a member of the department who in many cases, volunteered there time to work with the class. The CFA members had the opportunity to wear turn out gear, wear self contained breathing apparatus, learn how to use fire extinguisher, drive a fire truck on a closed training course, rappel off a three story building and learn CPR just to name a few of the many experiences they had.

This citizen involvement program was free to those who participated, and will be offered next April. The members of the first CFA in Auburn deserve recognition for a job well done and for demonstrating a commitment to learning about their fire department!

CITY OF AUBURN

PROCLAMATION

TO CONGRATULATE KEN BLAIS FOR BEING NAMED THE 2013 CITY OF AUBURN'S SPIRIT OF AMERICA'S TRIBUTE RECIPIENT

WHEREAS, Ken Blais has been a prominent figure in Auburn for many years; and

WHEREAS, Ken has been instrumental in the revitalization efforts of New Auburn and is always willing to generously support community events and projects such as the holiday lighting, Easter Egg Hunt, Dinny Sullivan Day, New Auburn Association monthly meetings and many others; and

WHEREAS, He has owned and operated Rolly's Diner for numerous years and recently was awarded the first ever City of Auburn Community Service award at the recent LAEGC Award banquet; and

WHEREAS, Ken has given back in multiple ways that go above and beyond and truly show his compassion and dedication to his community; and

NOW, THEREFORE, the Auburn City Council, on behalf of the Citizen of Auburn, hereby expresses its strong appreciation for Ken Blais by naming him as the City of Auburn's 2013 Spirit of America Tribute recipient.

IN WITNESS WHEREOF, we have hereunto set our hand and caused the Seal of the City of Auburn to be imprinted this First day of July, Two Thousand Thirteen.

_____
Mayor Jonathan P. LaBonté

_____
Councilor Tizz E.H. Crowley

_____
Councilor Robert Hayes

_____
Councilor Mary LaFontaine

_____
Councilor David Young

_____
Councilor Leroy Walker

_____
Councilor Joshua Shea

_____
Councilor Belinda Gerry

Office of the Mayor and City Council

CITY OF AUBURN

PROCLAMATION
DESIGNATING JULY 2013 AS
PARK AND RECREATION MONTH

WHEREAS parks and recreation programs are an integral part of communities throughout this country, including the City of Auburn; and

WHEREAS our parks and recreation are vitally important to establishing and maintaining the high quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS the City of Auburn recognizes the benefits derived from parks and recreation resources

NOW THEREFORE, BE IT RESOLVED BY The City Council of the City of Auburn, Maine that July 2013 is recognized as Park and Recreation Month in the City of Auburn.

City Council
Agenda Information Sheet

City of Auburn

Council Meeting Date: July 15, 2013 **Ordinance** 05-06032013

Author: Sue Clements-Dallaire, City Clerk

Item(s) checked below represent the subject matter related to this workshop item.

☐**Comprehensive Plan** ☐**Work Plan** ☐**Budget** ☒**Ordinance/Charter** ☒**Other Business*** ☐**Council Goals****

****If Council Goals please specify type:** ☐***Safety*** ☐***Economic Development*** ☐***Citizen Engagement***

Subject: Business Licensing Fee (Flea Market)

Information: Our current business licensing fees were adopted by Council in May of 2011. Our Flea Market fees are out of line with Lewiston and other municipalities. It has been brought to our attention on a few different occasions from individuals wanting to obtain licenses however they have been discouraged from doing so because of our fees.

Financial:

Action Requested at this Meeting: Recommend passage of first reading.

Previous Meetings and History: 5/20/2013 Workshop discussion, and was postponed at the 6/3/2013 Council Meeting, and postponed again on 6/17/2013 until this meeting.

Attachments:
Flea Market fee comparison
Current and Proposed fees
Ordinance 05-06032013

**Agenda items are not limited to these categories.*

Flea Market Comparison

Municipality	Population	Fee
Sanford	20,806	$50.00/Year - No Additional Fee
Biddeford	20,942	$200 up to 20 tables/Year- $5 each additional table
S. Portland	23,324	$75.00/Year - No Additional Fee
Bangor	33,011	$107/Year Second Hand Permit plus $5/per table fee
Portland	66,363	$225/Year plus Individual Vendor Fee: $20/year-transferable to other Flea Markets City wide
Lewiston	36,491	$550/Year - No Additional Fee
Searsport	2,615	No Fee/Requires Site Plan Review at startup
Lisbon	9009	$100/Year Mass Gathering - No Additional Fee
Auburn	23,203	$50 per table up to $500 (3months)/$2000 yearly

License Type	Current Fee Auburn	Proposed Fee
Flea Market	$50 per table, up to $500 per location / 3mo	$10 per table up to $200 per event (up to 7 days) or $500 for a year

Tizz E. H. Crowley, Ward One
Robert Hayes, Ward Two
Mary Lafontaine, Ward Three
David Young, Ward Four

Leroy Walker, Ward Five
Belinda Gerry, At Large
Joshua Shea, At Large

Jonathan LaBonte, Mayor

IN CITY COUNCIL

ORDINANCE 05-06032013

ORDERED, that the business licensing fee schedule in the Auburn Code of Ordinances be and hereby is amended as follows:

License Type	Current Fee Auburn	Newly Adopted Fee
Flea Market	$50 per table, up to $500 per location / 3mo	$10 per table up to $200 per event (up to 7 days) or $500 for a year

City Council
Agenda Information Sheet

City of Auburn

Council Meeting Date: July 15, 2013 **Ordinance** 06-06032013

Author: Sue Clements-Dallaire, City Clerk

Item(s) checked below represent the subject matter related to this workshop item.

☐**Comprehensive Plan** ☐**Work Plan** ☐**Budget** ☒**Ordinance/Charter** ☒**Other Business*** ☐**Council Goals****

****If Council Goals please specify type:** ☐***Safety*** ☐***Economic Development*** ☐***Citizen Engagement***

Subject: Business Licensing Fee (Peddler Fee)

Information: Our current business licensing fees were adopted by Council in May of 2011. Our Peddler fees are out of line with Lewiston and other municipalities. It has been brought to our attention on a few different occasions from individuals wanting to obtain licenses however they have been discouraged from doing so because of our fees.

Financial:

Action Requested at this Meeting: Recommend passage (first reading).

Previous Meetings and History: 5/20/2013 workshop discussion, was also postponed at the 6/3/2013 meeting and postponed again on 6/17/2013 until this meeting.

Attachments:
Peddler fee comparison
Current and Proposed fees
Ordinance 06-06032013

**Agenda items are not limited to these categories.*

Peddler's License

Municipality	Population	Fee
Sanford	20,806	$100.00/Year
Biddeford	20,942	$50/Year "Vendors on Public Places"
S. Portland	23,324	$60/30 days or less $85/More than 30 days but less than 90
Bangor	33,011	$364/Year -Transient Sellers of Consumer Merchandise License
Portland	66,363	$35/Day only during festivals or special events declared by City Council
Lewiston	36,491	$53/Year In State $105/Out of State $37/Special Event License
Lisbon	9009	$75/6 months(New) $100/year(New) $50/6 months (Renewal) $75/year (Renewal)
Auburn	23,203	$75/Per Event $100/30 Days

License Type	Current Fee Auburn	Proposed Fee
Peddlers	$ 75 Per event $100 30 days	$35 per event (up to 7 days)* $ 75 3 months $100 6 months $150 1 year

Peddler *Chapter 24, section 24-321 Special Event License

a. A special event peddler's license can be issued to eligible applicants for a maximum of seven consecutive days, and will limit their sale area to be inside the designated mass gathering area, as per requirements of the mass gathering event organizers. Only one special event peddler's license shall be needed for booths or sales tables operated by the same vendor. Excluding food vendors with separate food preparation areas for multiple booths or tables. Individuals working for the primary vendor at the booth shall not be required to obtain a separate license. The primary vendor shall be subject to a criminal background investigation regarding their peddler application for this section.
b. The license shall be displayed the entire time the vendor is operating the booths or sales tables.

Tizz E. H. Crowley, Ward One
Robert Hayes, Ward Two
Mary Lafontaine, Ward Three
David Young, Ward Four

Leroy Walker, Ward Five
Belinda Gerry, At Large
Joshua Shea, At Large

Jonathan LaBonte, Mayor

IN CITY COUNCIL

ORDINANCE 06-06032013

ORDERED, that the business licensing fee schedule in the Auburn Code of Ordinances be and hereby is amended as follows:

License Type	Current Fee Auburn	Newly Adopted Fee
Peddlers	$ 75 Per event $100 30 days	$35 per event (up to 7 days)* $ 75 3 months $100 6 months $150 1 year

City Council
Agenda Information Sheet

City of Auburn

Council Meeting Date: July 15, 2013 **Resolve** 04-06032013

Author: Chief Frank Roma

Item(s) checked below represent the subject matter related to this workshop item.

☐**Comprehensive Plan** ☐**Work Plan** ☐**Budget** ☐**Ordinance/Charter** ☐**Other Business*** ☒**Council Goals****

****If Council Goals please specify type:** ☒***Safety*** ☐***Economic Development*** ☐***Citizen Engagement***

Subject: Emergency Medical Services Resolve

Information: A council resolve is requested to provide formal direction to the fire department in regards to Emergency Medical Services (EMS) delivery. This resolve will initiate additional research into the feasibility of the fire department providing transport services as an extension of the existing services provided. Additionally, it will cause formal planning to occur so that council members can make an informed decision regarding EMS at a later date.

Financial: N/A

Action Requested at this Meeting: Consider passage of the resolve.

Previous Meetings and History: Discussion at the 5/20/2013 workshop, and this item was postponed at the 6/3/2013 meeting, and postponed again on 6/17/2013 until this meeting.

Attachments: Resolve 04-06032013

**Agenda items are not limited to these categories.*

Tizz E. H. Crowley, Ward One
Robert Hayes, Ward Two
Mary Lafontaine, Ward Three
David Young, Ward Four

Leroy Walker, Ward Five
Belinda Gerry, At Large
Joshua Shea, At Large

Jonathan LaBonte, Mayor

IN CITY COUNCIL

RESOLVE 04-06032013

RESOLVED, that the Auburn City Council hereby recognize and support, in consideration of the health , safety, and well being of those who live, work, visit, or transit though the City of Auburn;

THAT it is in the best interest of the community for the Auburn Fire Department to develop an operational plan for the delivery of a full service Emergency Medical Services program that is supported by the City Council and in accordance with Section 20-31 of the Code of Ordinances for the City of Auburn;

THAT such a program will reflect best practices in the pre-hospital care field, be adequately staffed and equipped therefore increasing and enhancing service to the community with a goal of providing such service in a revenue neutral manner where possible;

THAT the Auburn Fire Department will utilize its existing facilities that are strategically located, and its personnel that are trained and equipped to provide Advanced Life Support emergency medical services within the community, and;

THAT such a plan will be prepared and presented before Council within 60 days of this RESOLVE for discussion and consideration.

City Council
Agenda Information Sheet

City of Auburn

Council meeting Date: July 15, 2013 **Ordinance** 07-06032013

Author: Sue Clements-Dallaire, City Clerk

Item(s) checked below represent the subject matter related to this workshop item.

☐**Comprehensive Plan** ☐**Work Plan** ☐**Budget** ☐**Ordinance/Charter** ☒**Other Business*** ☐**Council Goals****

****If Council Goals please specify type:** ☐***Safety*** ☐***Economic Development*** ☐***Citizen Engagement***

Subject: Amendment to the Mass Gathering Ordinance

Information: Under our current Mass Gathering ordinance it prohibits alcohol in the Mass Gathering area.

Sec. 24-217. Alcoholic Beverages

The sale or consumption of alcoholic beverages of any kind is prohibited within the mass gathering area during any event. The operator will exercise due diligence and exert his/her best efforts to prevent the consumption of alcoholic beverages within the mass gathering area and to prevent patrons from using, consuming, bringing in, or otherwise obtaining alcoholic beverages within the mass gathering areas. The operator shall post signs to that effect and, when possible, have this prohibition printed on any advertising or tickets to the mass gathering.

We are proposing changing the ordinance to allow the sale and consumption of alcoholic beverages under certain conditions (see attached).

Financial: N/A

Action Requested at this Meeting: Consider approval.

Previous Meetings and History: Discussed at the 6/3/2013 Council Workshop and was postponed on the 6/3/2013 agenda, and postponed again on 6/17/2013 until this meeting.

Attachments:

Allowed alcohol use in parks – Various Towns and Cities

Ordinance 07-06032013 with proposed changes

**Agenda items are not limited to these categories.*

ALCOHOL IN PARKS – RESPONSES MAY/JUNE 2013

Mount Desert

Mount Desert does not. We recently had to deny a wine tasting event at our marina green area.

Lewiston

City of Lewiston permits alcohol consumption in one park which hosts the larger city events (Dempsey Challenge, etc.). All events require insurance coverage (regardless if they have alcohol or not). All permitting and security (on-site security must be approved by the city) is their responsibility. The no-alcohol policy for other parks may be waived by a vote of the city council but that has not occurred to date.

Winterport

I think you will find many towns and cities allow this for these types of gatherings. Bangors Folk Festival has a beer and wine tent. Here in Winterport we ran a music Festival for 7 years and had a beer and wine area also. As long as you have a caterer that has an off premise license (I know Sea Dog does as they did our Festival for 5 years) and follow all the State and Insurance protocol you should be fine. We never had any problems doing this.

Scarborough

We officially prohibit alcohol in public spaces, and have never (at least not in modern history) been asked to allow it for a special occasion. However, in other towns that I have worked, we have allowed it with restrictions.

Gardner

We allow, with Council approval of a special event permit, for one time events like our Oktoberfest. Our PD is involved in where it can be located, what safety precautions need to take place to prevent underage drinking, etc. Group who sets it up needs to insure it and take all the risk. Other than that, no alcohol allowed.

Stockton Springs

I would be interested in responses that you get to this. We do not allow it as per a former 1st Select Woman whose husband was in recovery. I'm not sure if it is state law, MMA Risk management required, or just "Sara's law". We had an event last summer in our Community Room at Town Hall. They had a "beer tent" just over the property line at the Community Library and that apparently was legal.

Wiscasset

I know in other communities I have served that alcohol could be served on town grounds as long as we licensed and catered properly.

Bridgton

We allow alcohol only at the old town hall during rentals and require the sponsor/vendor to have the necessary local license as well as provide the town with their full insurance policy that names the town as additionally insured and that it is properly checked off on that form. We have had no problems to date.

Ellsworth

Ellsworth is going through this also. We have never allowed alcohol consumption on City property but this year we are having our 250th birthday and a group of citizens are planning a week-long celebration. One aspect of this celebration is a dinner and dance under a tent in our community park.

Ellsworth does not have an ordinance that disallows drinking, we have always just followed state law and when someone asked to serve alcohol on public property, the Council refused to sign the off-site premise alcohol form. They are however, planning on allowing alcohol for this event.

St. Agatha

We allow it on a case by case basis. It usually only comes up during our SummerFest and that is a town sponsored event. We do require a BYOB permit or liquor license depending on what the set up is. We do not have an ordinance prohibiting the consumption.

Madison

The Madison BOS recently voted to allow the American Legion to have a beer tent to go along with a chili cook-off event at the Town's annual Madison / Anson Day's. anticipated it will last 1.5 to 2 hours and would be controlled by the Legion. Hope this helps.

Thomaston

Thomaston allows it through a request to the Board of selectpersons. The town requires the applicant to provide Insurance through M.M.A. TULIP program and comply with State Liquor Laws.

South Berwick

In South Berwick we do not have an ordinance prohibiting alcohol consumption on Town property. We have authorized events providing the organizers arrange for a caterer who obtains an offsite catering license for alcohol. We have not done a "beer garden" but we have hosted the Historical Society at Town Hall and their caterer has served beer and wine. The Senior Citizens Annual New

Year's Eve party uses the same model at our Community Center. Neither of these would rise to the level of a public festival, but we have not experienced any difficulties.

In a past life, I attended a concert or two with beer gardens, one at the OOB Ballpark. My only thought is they become very crowded, but the upside is no one is walking around with alcohol.

Brownville

Although we do not allow it here on Town Property, formally for events it remains open. The "Tulip Program" is available online. This allows for the sponsor of the event to take out a blanket insurance policy to cover the event.

Augusta

On occasion we allow it in parks for festivals provided there's a licensed vendor with cert. of insurance.

Kennebunk

Provided "Alcohol Policy – Municipal Facility" and "Town Streets"

Cape Elizabeth

Provided "Group Use Policy", which addressed in part – alcohol.

Tizz E. H. Crowley, Ward One
Robert Hayes, Ward Two
Mary Lafontaine, Ward Three
David Young, Ward Four

Leroy Walker, Ward Five
Belinda Gerry, At Large
Joshua Shea, At Large

Jonathan LaBonte, Mayor

IN CITY COUNCIL

ORDINANCE 07-06032013

ORDERED, that the Code of Ordinances be and hereby is amended as follows:

Sec. 24-217. Alcoholic Beverages

The sale or consumption of alcoholic beverages of any kind is prohibited within the mass gathering area ~~during any event~~ unless the operator obtains all necessary permits from the City . ~~The operator will exercise due diligence and exert his/her best efforts to prevent the consumption of alcoholic beverages within the mass gathering area and to prevent patrons from using, consuming, bringing in, or otherwise obtaining alcoholic beverages within the mass gathering areas.~~

If the Operator intends to sell or permit the sale of alcoholic beverages within the mass gathering area during a mass gathering, the Operator shall restrict the time and location of such sale so that alcoholic beverages are sold only during the particular event and so that public safety and order will not be impaired. The Operator shall comply fully with the laws of the State of Maine regulating the sale and consumption of alcoholic beverages, as well as with the City's Special Amusement Ordinance. Alcoholic beverages may be sold and consumed only within a restricted area of the Facility, which does not include the parking lot. The Operator shall identify, in its Permit Application, the specific restricted areas where it proposes to sell alcoholic beverages, and the means by which it anticipates to limit the consumption of alcohol to such restricted portions of the mass gathering area. Additionally, the Operator shall exercise all due diligence, work with the Auburn Police Department on strict enforcement and exert its best efforts to control, limit and prevent the unauthorized consumption of alcoholic beverages on any part of the mass gathering area outside of the restricted areas, and to prevent patrons of the mass gathering area from using, consuming, bringing in, or otherwise obtaining alcoholic beverages in any manner not authorized by this Ordinance. Nothing in this Ordinance shall preclude the Operator from implementing more restrictive rules for the sale and consumption of alcoholic beverages.
No one under the age of 21 years of age will be allowed in this area.

The operator shall post signs to that effect and, when possible, have this prohibition printed on any advertising or tickets to the mass gathering.

Any person, partnership, corporation or other legal entity including the Operator, violating this Section shall be punished by a civil penalty of at least One Hundred ($100.00) Dollars but not more than Five Hundred ($500.00) Dollars. The failure to comply with conditions imposed upon the issuance of a mass gathering permit shall be a violation of this Section. Each violation shall be considered a separate offense, and each day a violation is allowed to exist shall be considered a separate offense. The civil penalty provided for in this Section shall be in addition to any other penalty or damages provisions provided within this Section, and shall be in addition to all other remedies to the City of Auburn at law and in equity. The provisions of this Section shall be enforced by the City Manager or such other municipal official or employee as the City Manager shall designate in writing. The City shall also be entitled to its reasonable attorney fees and costs for successfully prosecuting a violation of this Section.

City Council
Agenda Information Sheet

City of Auburn

Council Meeting Date: July 15, 2013 Ordinance 08-06032013

Author: Denis D'Auteuil, Public Works Director

Item(s) checked below represent the subject matter related to this workshop item.

☐**Comprehensive Plan** ☐**Work Plan** ☐**Budget** ☒**Ordinance/Charter** ☐**Other Business*** ☒**Council Goals****

****If Council Goals please specify type:** ☒***Safety*** ☒***Economic Development*** ☒***Citizen Engagement***

Subject: Lewiston-Auburn Community Forest Board Ordinance/ Community Cords/ Tree Maintanence Ordinance

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Information: The Public Works Director and members of the Community Forest Board will update the City Council on staff's review of the proposed Community Forest Board Draft Ordinance and staff's recommendations for changes to the draft ordinance. Staff will also update the City Council on how this proposed ordinance affects the existing Tree Maintenance Ordinanance. Lastly, an update will be given on the Community Cords program and requested changes to the revenue allocation.

Financial: N/A

Action Requested at this Meeting: This item was postponed on the 6-17-2013 until this meeting and it is the recommendation of the City Manager to postpone this item again to allow time for staff to review further.

Previous Meetings and History: On December 3, 2012 the City Council was notified that staff was in receipt of the proposed ordinance and staff would bring back additonal information once the review was complete. Workshop discussion on April 1, 2013. This item was on the 6-3-2013 agenda and was postponed until the 6-17-2013 meeting and postponed again until this meeting .

Attachments: Memo from the Director of Public Works with staff recommendations/ requests, Proposed Forest Board Ordinance with tracked changes, Community Cords resolve, Auburn's current tree maintenance ordinance, and an email from Attorney Dan Stockford with Auburn's current tree maintenance ordinance and recommended changes.

**Agenda items are not limited to these categories.*

CITY OF AUBURN

Auburn Public Works
296 Gracelawn Road

To: Mayor and City Council
Cc: Clint Deschene, City Manager
From: Denis D'Auteuil, Public Works Director
Date: 3/25/2013

Re: City Council Workshop April 1, 2013

This memo is intended to provide the City Council with a summary of the changes and recommendations pertaining to the proposed ordinance from the Lewiston/Auburn Community Forest Board, Auburn's current tree maintenance ordinance, and the Community Cords Program.

Forest Board Ordinance: On December 3, 2012 I notified the City Council that I received the proposed ordinance and staff would begin reviewing the ordinance. In your agenda packet for the April 1, 2013 workshop you will find a copy of the proposed ordinance with tracked changes. The changes are recommendations based on Attorney Dan Stockford's and staff's review. If the City Council agrees with the recommended changes and has no other recommendations then staff supports the acceptance of the ordinance.

Existing Tree Maintenance Ordinance Ch. 56, Article II, section 56-19 & 20: In November 2012 Dan Stockford reviewed our existing Tree Maintenance ordinance and recommended language changes to Chapter 56, Article II, section 56-19. The recommended changes are attached. Apart of staff's review involved comparing all existing tree maintenance ordinances to the newly proposed Forest Board Ordinance. Since the newly proposed ordinance covers all the existing ordinances with more up to date language staff's recommendation is to remove Chapter 56 sections19 & 20 if the proposed Forest Board Ordinance is accepted by the City Council.

Community Cords Program: On October 5, 2009 the City Council passed the resolve on the Community Cords Program. Attached resolve outlines the purpose, funding, and procedures. Since 2009 this program has provided several members of our Auburn Community with heating funds to get them through the tough winter months. In 2011 Rick Hersom, Public Works Arborist Supervisor discovered there was an opportunity to increase the revenues for the Cords Program through other local vendors. With that information quotes from multiple vendors were gathered and we were able to turn our surplus wood chips into additional revenue, along with receiving an increase on revenue from all other wood processed. This resulted in a large increase in revenues from the previous 2 years of the program. We are requesting that 50% of the revenues produced be given to the Community Cords Program and 50% be used for additional tree plantings throughout the city. Below is a summary of the past four year's revenues and expenditures for the Cords program.

CITY OF AUBURN

Auburn Public Works
296 Gracelawn Road

History of Community Cords

2010-2013

Fiscal Year	Revenues	Expenditures	Annual Balance	Cummulative Balance
2010	$4,443.00	$257.90	$4,185.10	$4,185.10
2011	$1,087.60	$2,462.94	$(1,375.34)	$2,809.76
2012	$19,215.47	$5,168.42	$14,047.05	$16,856.81
2013	$10,264.59	$8,656.24	$1,608.35	$18,465.16

Sec. 56-19. - Tree maintenance.

The public works director or persons acting under his direction and control may enter upon private property at reasonable times for the purpose of detecting the presence of tree disease and carrying out control measures. Whenever a tree is found upon private property infected with the disease, or whenever a tree is found upon private property that creates a hazard to the safety of persons or property, the public works director shall give notice in writing to the property owner advising him of the dangerous condition, demanding that the property owner have the tree removed within 30 days of receiving such notice, and notifying the property owner that if the requested action is not taken within the 30-day period the tree may be removed by the City at the expense of the property owner. If the requested action is not taken within the 30-day period, and if the public works director determines that immediate action is necessary to protect persons or property from the dangerous tree, he, or persons acting under his direction, may enter the premises and cause the dangerous tree or part thereof to be removed at the expense of the property owner. A property owner may appeal the public works director's notice to remove the tree within 30 days of receiving such notice to the Board of Appeals. An adverse decision of the Board of Appeals may be appealed to the Superior Court within 30 days of the decision.

Deleted: which

Deleted: and

Deleted: requesting

Deleted: him to

City of Auburn

City Council, Auburn, Maine

Date: October 5, 2009

TITLE: RESOLVE – COMMUNITY CORDS PROGRAM

Be It Resolved by the Auburn City Council that the Community Cords Program be approved as described below:

Name: Community Cords Program

Purpose: This program is established to provide available resources to the Health and Human Services Director to assist qualifying applicants with heating assistance. A qualifying applicant is one who, in the determination of the Human Services Director, who may not qualify for assistance under the City's General Assistance Ordinance, though has demonstrated a financial need.

Funding: The program will be funded from at least two sources: selling wood from city tree maintenance and also the harvesting of city forests. The City may take receipt of charitable contributions as well.

Procedure: The procedure for cutting city trees and distributing the wood will be in accordance with city ordinances, city policies, and applicable state statues, including but not limited to Title 23 M.R.S.A § 2702 and Title 30-A, M.R.S.A § 3291.

Donations: Donations made to this fund will be used for heating fuel assistance for Auburn residents.

Approval: The Auburn City Council voted and approved of this program on October 5, 2009.

Motion for acceptance: Raymond Berube Seconded by: David Young

Vote: 6 Yeas, No Nays (Councilor Mennealy out of the room)

Action by the City Council: Passed Date: October 5, 2009

Attest: Mary Lou Magnan

City Clerk

ARTICLE II. - TREES AND SHRUBS

Sec. 56-19. - Tree maintenance.

Sec. 56-20. - Cutting, damaging or removing plants in public places.

Sec. 56-19. - Tree maintenance.

The public works director or persons acting under his direction and control may enter upon private property at reasonable times for the purpose of detecting the presence of tree disease and carrying out control measures. Whenever a tree is found upon private property infected with the disease or whenever a tree is found upon private property which creates a hazard to the safety of persons or property, the public works director shall give notice in writing to the property owner advising him of the dangerous condition and requesting him to have the tree removed within 30 days of receiving such notice. If the requested action is not taken within the 30-day period, and if the public works director determines that immediate action is necessary to protect persons or property from the dangerous tree, he or persons acting under his direction may enter the premises and cause the dangerous tree or part thereof to be removed at the expense of the property owner.

(Code 1967, § 13-1.3)

Sec. 56-20. - Cutting, damaging or removing plants in public places.

No person shall willfully cut, dig up, break, injure, damage, destroy or interfere with any tree, shrub, flower bush or other plant in any public place in the city. No person except the public works director or any person he may designate or persons he may give permission to shall cut or trim trees or parts thereof.

Susan Clements-Dallaire

From: Dan Stockford [DStockford@brannlaw.com]
Sent: Friday, November 16, 2012 4:39 PM
To: Denis D'Auteuil
Subject: Tree Maintenance Ordinance
Attachments: Tree Maintenance Ordinance revised.docx

Denis:

This is in response to your request that we review the City's Tree Maintenance Ordinance to determine whether the ordinance could be enforced as written to remove trees on private property that the City determines create a safety hazard to persons of property, and that we also advise regarding the risks of using City resources to remove trees from private property that the City has not determined are a danger to public health or safety.

The current Tree Maintenance Ordinance, Section 56-19, provides that when the public works director finds that a tree on private property "creates a hazard to the safety of persons or property," he can order that the tree be removed. If the property owner fails to remove it, the public works director may remove the tree at the property owner's expense. Using the analogy of the dangerous buildings statute, which has been repeatedly upheld by the courts, the concept of removing a hazardous tree from private property at the owner's expense likely is permissible. As the Ordinance is currently written, however, it would be subject challenge on due process grounds because it provides no opportunity for the property owner to be heard before taking his tree. One way to satisfy due process would be to require a hearing before any determination is made to remove a tree. Because the property taken is relatively minor (a dead tree as opposed to a building), it likely is sufficient to give the property owner a right to appeal before the tree is removed. We would recommend providing a right of appeal to the Board of Appeals and then to Superior Court, and have attached a draft revision to the ordinance language to address this.

As for removing a tree on private property at City expense when that tree has not been determined to be a hazard to the public, we recommend against it. Although liability issues for carrying on operations on private property could be reduced by requiring releases from the property owner, use of public resources to remove non-hazardous trees on private property would set a bad precedent. We understand that the City receives numerous complaints regarding trees on private property that are not determined to be hazardous. Removing trees for some private property owners and not others inevitably would create an appearance of conflict of interest and favoritism.

Please let me know if you have any questions.

Dan

Daniel C. Stockford | BRANN & ISAACSON

Tel: 207.786.3566 | Fax: 207.783.9325
184 Main Street | Box 3070 | Lewiston, ME 04243-3070
Email: dstockford@brannlaw.com
Website: www.brannlaw.com

Tizz E. H. Crowley, Ward One
Robert Hayes, Ward Two
Mary Lafontaine, Ward Three
David Young, Ward Four

Leroy Walker, Ward Five
Belinda Gerry, At Large
Joshua Shea, At Large

Jonathan LaBonte, Mayor

IN CITY COUNCIL

ORDINANCE 08-06032013

ORDERED, that the Community Forest Ordinance be and hereby is amended as attached:

3/26/2013

Deleted: 2/11/13

AUBURN COMMUNITY FOREST ORDINANCE

1. Findings

The City Council finds the community forest is important in advancing the economic and ecological health of the community and in protecting and enhancing its historic and esthetic characteristics. The City Council also finds that public trees beautify our streets and neighborhoods and also serve important environmental and economic purposes in that they release oxygen into the air, absorb carbon dioxide, reduce storm water runoff, and reduce energy costs by providing shade in warm weather and protection from cold winter winds.

2. Purpose

The purpose of this ordinance is to promote these values and to provide for the public health and safety by regulating the planting, maintenance, removal, and harvesting of trees and shrubs which are part of the community forest.

3. Authority

The City has authority to enact this ordinance under its home rule powers provided in 30-A M.R.S.A. §§ 2003 and 2004.

4. Definitions

(a.) Board: The Lewiston-Auburn Community Forest Board as described in § 13 of this ordinance.

(b.) Community forest: includes all trees growing on public property as well as all trees growing within the limits of any public way located within the Urban Compact Zone.

(c.) Forest management plan: A written document, prepared by a Maine licensed professional forester, which, considering landowner objectives, establishes direction and goals for the management of a specific forest land area. A plan normally provides a description of the woodlot including maps, timber inventory data, wildlife habitat, recreation potential, historic features, and special attributes. It will specify silvicultural practices and activities necessary to harvest products, improve forest health, and minimize adverse environmental impacts. The forest management plan serves as the basis for specific harvest plans.

(d.) Pruning: systematic trimming or cutting branches throughout a tree or plant to enhance its health.

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(e.) Public tree: any tree or other woody vegetation which is located within the limits of any public way situated within the Urban Compact Zone.

(f.) Shrub: any woody vegetation likely to grow to a mature height of fifteen (15) feet or less.

(g.) Topping: the severe cutting back of tree limbs to stubs larger than three (3) inches in diameter within the tree's crown to such a degree as to reduce the height of the tree by removing or substantially diminishing the normal canopy and disfiguring the tree.

(h.) Trimming: includes pruning

5. Management

The broad objectives stated in Section 1. "Findings and Purpose" will be achieved by the active management of the community forest, using best known practices and, within the guidelines of a forest management plan, to promote public safety, forest health, species diversity, and environmental benefit to the community. Harvesting trees may be part of the overall management objectives of this plan.

6. Harvest Revenues

If and when revenues generated from any timber harvests exceed the expense of conducting that harvest, the surplus revenues will be distributed as outlined below:

(a.) 80% to municipal general fund

(b.) 20% to a designated account established for the purpose of protecting and enhancing the community forest

The term "revenues from timber harvests" does not include revenues from cutting or trimming trees located within the limits of public ways such as those revenues which have previously been devoted to the "Community Cords" program.

7. Administration

The City Manager shall appoint the Municipal Arborist who shall administer the management plan in coordination with such other municipal agencies/departments as now or may in the future share in the responsibility of caring for and maintaining the community forest.

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8. Municipal Arborist

The Municipal Arborist shall have appropriate training and skill in performing urban forestry. The Municipal Arborist shall at all times during his or her employment hold a valid arborist's license issued by the State of Maine.

9. Duties of the Municipal Arborist

(a.) The Municipal Arborist shall have responsibility for planting, maintaining, preserving, and removing trees and plants which are part of the community forest in order to promote public safety and to protect and preserve the symmetry, health, and beauty of the community forest and the places where public trees and shrubs are located. The Municipal Arborist shall maintain a list that includes trees and shrubs which are suitable for planting as well as those which are unsuitable in general or under specific circumstances. This list shall be made readily available to members of the public.

(b.) The Municipal Arborist may order the trimming or removal of trees or shrubs which are located within the public right of way to lessen the danger to public travel or prevent the spread of disease or insects to public trees or shrubs or to public places as permitted by 30-A M.R.S.A. § 3283. The Arborist may also order the trimming or removal of trees or shrubs located on private property outside the right of way, when the Arborist determines that the trees or shrubs are infected with disease or create a hazard to the safety of persons or property, by notifying the owner of the property in writing of the required action. In the event that a property owner does not initiate the requested action within 10 business days of receiving notice to do so, the Municipal Arborist may cause such action to be taken at the city's expense. The property owner may appeal the decision of the Municipal Arborist in the manner provided by § 10(e). No action to carry out the order shall be taken pending the outcome of the appeal.

Deleted: for similar reasons

(c.) The Municipal Arborist shall develop rules and regulations as well as standards of practice governing the planting, placement, maintenance, removal, fertilization, pruning, and bracing of trees in public rights of way and other public sites. These rules shall be reviewed by the Lewiston-Auburn Community Forest Board which may recommend changes and additions for the Arborist and the City Council to consider. Once adopted by the City Council, the rules and regulations shall have the force of law and violators of any such rules and regulations shall be subject to the penalties established by this ordinance. Copies of such rules and regulations shall be available from the City Clerk and from the Municipal Arborist and shall be posted on the city's website. The Municipal Arborist shall be responsible for initiating proceedings to enforce such rules and regulations.

10. Requests to the Arborist; Written Permits Required; Appeals

(a.) No person shall plant, prune, remove, or otherwise disturb, above or below ground, any public tree without first filing an application with and obtaining a

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permit from the Municipal Arborist. Any permit granted shall contain a definite date of expiration and may contain conditions attached thereto by the Arborist. Any violation of this article or the terms of the permit shall be grounds for revocation of the permit, after notice and hearing. In emergency situations, such as storm damage to trees requiring immediate pruning or removal, the work may be performed without permits; however, the Arborist shall be notified as soon as possible.

(b.) It is the intent of this article to preserve public trees. The Arborist may issue a permit to cut down, remove, or destroy a public tree under one or more of the following circumstances:

(1) The tree is diseased, injured, in danger of falling too close to existing or proposed structures, interferes with existing utility services, creates unsafe vision clearance or other traffic hazard, or is otherwise dangerous to people or property.

(2) The tree is located in an area where a structure or other improvements will be placed in accordance with plans approved under the Land Use Ordinance.

(c.) Requests for Tree Removal, Pruning, or Trimming

Persons owning or occupying property abutting a public way or their representatives may request the Municipal Arborist to remove or top trees located within the limits of the public way or, alternatively, for a permit authorizing them to do the work on their own. If the Municipal Arborist concludes that the request is not urgent, he may decline to do the work and issue a written permit allowing the property owner or his or her representative to undertake the work on their own and at their own expense. The permit may specify conditions and shall establish an expiration date. Failure to comply with the conditions specified in the permit will subject the property owner and his or her representatives to the penalties established by this ordinance. In lieu of initiating enforcement proceedings when the conditions imposed by the permit are violated, the Municipal Arborist may cause any necessary corrective work to be done at the expense of the property owner or his or her representatives.

(d.) Requests to Plant Trees or Shrubs

Persons owning land abutting a public way or their representatives may request the Municipal Arborist to issue a written permit to plant trees or shrubs within the limits of the public way. The Municipal Arborist shall issue a permit if he or she determines that the proposed planting will not be harmful to public health or safety, will not damage or encroach upon existing public trees, shrubs, or utility lines, will not damage the public street, sidewalk, or public or private utilities located in the right of way, and that suitable arrangements have been made to

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provide for future maintenance of the proposed tree or shrub. The Municipal Arborist may specify reasonable conditions in the permit which the property owner or his or her representatives must follow in carrying out the work. Failure to comply with the conditions in the permit will subject the property owner to the penalties established by this ordinance. In lieu of initiating proceedings to enforce the conditions stated in the permit, the Municipal Arborist may cause any necessary corrective work to be done at the expense of the abutting owner.

(e.) Appeals

Any person who is denied permission by the Municipal Arborist to act under § 10 or who disagrees with an order to take action, a restriction or condition imposed on action to be taken, or a refusal to act by the Municipal Arborist may appeal the same to
the City Council by filing a notice of appeal within ten (10) days from the date the action appealed from was taken. The City Council may delegate the responsibility for hearing appeals under this ordinance to another city administrative board or city staff member.

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11. Notice by Municipal Arborist of Proposed Tree Work; Appeals

Except in the case of an emergency, the Municipal Arborist shall notify any abutting property owner at least ten (10) days before removing, topping, or spraying any public tree. In the case of an abutting property owner who does not occupy the property, notice may be given to any occupant of suitable age and discretion. Notice may be given by mail, by telephone, by electronic transmission, by leaving written notice attached to the person's door, or in person. The notice shall describe the work to be done, when it is scheduled to begin, the process by which an appeal may be taken, and how to contact the Municipal Arborist. With respect to pruning and trimming public trees, no formal notice is required, but the Municipal Arborist shall make a good faith effort when feasible to advise abutting property owners of the work to be done and to provide them with an opportunity to express any objections they may have.

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12. Notice of Tree Work by Utilities

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(a) At least 30 days notice before initiating any trimming, cutting, or removal of public trees, a utility company must notify the Municipal Arborist who may request the City Council to hold a public hearing to discuss the request.

(b) At least 30 days notice before initiating any trimming, cutting, or removal of public tress, utility company shall publish notice of it's proposal on it's website and in at least one newspaper which has daily circulation in the area in which the work is to be done. The notice shall describe the work which is proposed, the streets on which the work is scheduled to be carried out, and the dates on which the work is to be done. The notice shall be published in a display advertisement format that is easily readable and sufficiently prominent so it is likley to come to the attention of persons whos property will be affected by the proposed work. The published notice shall alos advise members of the public of their right pursuant to state law to be added to a list of persons who must be consulted by the utility company before it trims, cuts, or removes in which they have a legal interest.

12. Appeals From Proposed Actions by the Municipal Arborist

Within ten (10) days of the date when notice of the Municipal Arborist's intention to remove, top, or spray a tree is given, an abutting owner or his or her representative may give notice to the Municipal Arborist that he or she is appealing the decision to the City Council. Such notice of appeal may be given in person, by telephone, mail, or electronic communication. The proposed action shall be held in abeyance until the appeal has been heard and a decision rendered.

13. Lewiston-Auburn Community Forest Board

(a) Statement of purpose The existence of the Lewiston-Auburn Community Forest Board is formally recognized. The Board shall develop and implement a community forest program which promotes the economic, environmental, and esthetic values of the community forest.

(b.) Members The Board shall consist of nine members appointed by the respective mayors.

(c.) Qualifications of members Members must be residents of Lewiston or Auburn or own property in either city and be interested in developing and preserving a healthy community forest. There shall be a minimum of four members from each city although five members shall constitute a quorum and may act regardless of whether there are vacant positions on the Board.

(d.) Ex officio members There shall be six (6) ex officio members of the Board consisting of the Public Works Director or his/her designee in Auburn and the Public Works Director in Lewiston, a member of each city's Planning Board or planning staff to be chosen by the respective Mayors, and the Municipal Arborist from each city. The Board may adopt a by-law regarding the election of associate members of the Board who may participate in the affairs of the Board except that they will not be eligible to vote unless one or more members of the Board is absent.

Deleted: Director

Deleted: (or Superintendent) of the Parks Department

(e.) Members' terms of office Each member shall serve for a term of three (3) years and may be reappointed by their respective mayors. Members currently serving may complete their current terms of office and may be reappointed for additional three-year terms. Terms of office will continue to be staggered to provide for continuity in the Board's program and activities.

(f.) Vacancies When vacancies occur, the Board shall take appropriate steps to recruit applicants to fill the vacant positions. Members appointed to fill vacant positions on the Board shall serve out the terms of the persons they are replacing.

(g.) Compensation Members of the Board shall serve without compensation.

(h.) Duties and responsibilities The Board shall:

(1) Develop a plan for and provide advice to city staff and agencies regarding the management of the community forest including the anticipated impact of proposed development;

(2) Raise community awareness regarding the importance of the community forest;

(3) Raise funds to establish a community forest trust fund;

(4) Adopt by-laws to govern the internal affairs of the Board; and
Perform such other functions as are permitted by this ordinance.

(i.) Administration The Board shall elect a Chair, Vice Chair, Secretary, and Treasurer. Except for the Chair, the officers shall serve for renewable one-year terms. The Chair shall be elected for a renewable two-year term. The Board may allow the duties of the Secretary and Treasurer to be performed by the same person.

14. Violations and Penalties

(a.) Any violator of any provision of this article shall be subject to a civil penalty payable to the city. Each act of violation shall constitute a separate offense.

(b.) Should any public tree be destroyed, the person causing the destruction shall also make restitution to the city in an amount equal to the cost to the city of removing the destroyed tree plus its replacement value.

(c.) The court may also order the violator to reimburse the city for the cost of any action which was necessary to correct violations of the ordinance. If the city is the prevailing party in an enforcement action, it shall be awarded reasonable attorney's fees and costs.

(d) Whenever the municipal official charged with enforcement determines there are reasonable grounds to believe there has been a violation of any provisions of this chapter, she shall initiate enforcement proceedings in accordance with the citation system established in article VIII of chapter 2.

City Council
Agenda Information Sheet

City of Auburn

Council Meeting Date: July 15, 2013 **Order** 57-07152013

Author: Sue Clements-Dallaire, City Clerk

Item(s) checked below represent the subject matter related to this workshop item.

☐**Comprehensive Plan** ☐**Work Plan** ☐**Budget** ☐**Ordinance/Charter** ☐**Other Business*** ☐**Council Goals****

****If Council Goals please specify type:** ☐***Safety*** ☐***Economic Development*** ☐***Citizen Engagement***

Subject: Hearing on the appeal of the denial of a business license for B.A.M.B.I.N.O.S (Owner Crystal Palmer) pursuant to section 24-37 (b) of our Code of Ordinances.

Information: Hearing on the appeal with action to either uphold or overturn the City Clerk's denial of B.A.M.B.I.N.O.S (Owner Crystal Palmer) application for a second hand dealer permit.
Council may enter into Executive Session, to discuss the content of examinations administered by the City for licensing purposes, pursuant to 1 M.R.S.A.§405(G).

Financial: None

Action Requested at this Meeting:

Previous Meetings and History: None

Attachments:
Application
Letter of Denial
Request for an appeal
Notice of hearing
Order 57-07152013

**Agenda items are not limited to these categories.*

pick-up

City of Auburn, Maine

"Maine's City of Opportunity"

JUN 0 3 2013

Office of the City Clerk

Please mail to: The Office of the City Clerk, 60 Court Street, Auburn, ME 04210

APPLICATION FOR BUSINESS LICENSE OR PERMIT

Do not use this form for food, liquor, special amusement or coin operated licenses.

New: ✓ **Renewal:** _____

DATE: _____ **FEE:** $85.00

BUSINESS INFORMATION

Business name: B.A.M.B.I.N.O.S

Corporate name: JMP Corp

Address: 410 center St

City Auburn **State** me **Zip** 04210

Mailing address: 410 center St

(if different) _____

Telephone: 333-3800

Email address for notices: Lilbambinos@gmail.com

APPLICANT/CONTACT INFORMATION

Name: Crystal Palmer

Address: 246 old stage rd

Mailing address: PO 428

(if different) Woolwich me 04579

Telephone: 978 413 6509

Manager: _____

Address: _____

Criminal Background Check: http://www5.informe.org/online/pcr/ Must not be more than 3 days old when submitting your application

Contact Person: Crystal Palmer

DESCRIPTION OF BUSINESS:

Second Hand Dealer in the following types of merchandise - Clothes adult and kids, toys, gear

TYPE OF LICENSE(S) APPLYING FOR:

Second Hand Dealers Permit

PROJECTED DATE TO OPEN BUSINESS: June 8th

SIGNATURE OF APPLICANT: C Palmer

Crystal Palmer Owner

Print Name and Title of Person Signing Application

MAINE STATE BUREAU OF IDENTIFICATION
45 Commerce Drive, Suite 1 / STATE HOUSE STATION # 42
AUGUSTA, ME 04333
(207) 624-7240 (VOICE) (207) 624-4478 (TDD)

Transaction Response #: MIQ99B845086

Criminal History Record

Introduction

This rap sheet was produced in response to the following request (Produced on 2013-06-03) :

Inquiries Name(s) CRYSTAL PALMER (1985-11-28)

The information in this rap sheet is provided subject to the following caveats:

Important! When a criminal history record and juvenile crime information record check is processed by the State Bureau of Identification using personal identifiers such as name and date of birth, it is possible that the record supplied belongs to another person with the same or essentially similar name and date of birth. Assurance that the person sought are one and the same requires verification through fingerprint comparison. If the information contained in this response will be used to disqualify an applicant for employment, housing or credit, the person making the eligibility determination should provide the applicant with an opportunity to complete or contest the accuracy of the criminal history information in the response. An individual may request amendment or correction of criminal history record information by a criminal justice agency pursuant to 16 M.R.S.A. SUBSECTION 620. (CRSA; 2003-09-08)

**THIS RESPONSE IS BEING PRODUCED FOR YOUR REQUEST SENT: 2013-06-03 (CRSA)

1.) This record, effective September 1, 2000, contains information relating solely to persons either arrested as a fugitive from justice [15 M.R.S.A. SUBSECTION 201(4) or arrested or charged with a State of Maine criminal offense. It does not include Class D or E crimes in Title 12 or Title 29-A (formerly Title 29), unless the crime is alcohol-related or drug-related [25 M.R.S.A. SUBSECTION 1541 (4-A) (A)], and certain former crimes no longer classified

as criminal. 2.) For information regarding excluded Marine Resources crimes in Title 12, contact the Department of Marine Resources. 3.) For information regarding excluded Inland Fisheries and Wildlife crimes in Title 12, contact the Department of Inland Fisheries and Wildlife. 4.) For information relating to excluded crimes in Title 29-A (formerly Title 29), contact the Secretary of State, Motor Vehicle Division. 5.) A list of former crimes is available from this Bureau. (CRSA; 2002-08-28)

THE FOLLOWING ATN(S) ARE UNSUPPORTED BY FINGERPRINTS IN STATE BUREAU OF IDENTIFICATION FILES: (018035B, 019128B). (CRSA)

Identification

Subject Name(s)

PALMER, CRYSTAL L

Subject Description

FBI Number	State Id Number	DOC Number
	ME0221128 (ME)	Unknown/NA

Social Security Number	Driver's License Number
Unknown/NA	Unknown/NA

Miscellaneous Numbers

Number	Type
2691326	Unknown (ME)

Sex	Race	Skin Tone
FEMALE	White	Unknown/NA

Height	Weight	Date of Birth
5'8"	160 Pounds	1985-11-28

Hair Color	Eye Color	Fingerprint Pattern
Brown	Blue	Unknown/NA

Scars, Marks, and Tattoos
Unknown/NA

Blood Type	Medical Condition
Unknown/NA	Unknown/NA

Place of Birth	Citizenship	Ethnicity

Unknown/NA	Unknown/NA	Unknown/NA

Marital Status
Unknown/NA

Religion
Unknown/NA

Employment
Unknown/NA

Residence

Residence as of	2013-03-26
Location Type	PHYSICAL
Mailing Address	246 OLD STAGE ROAD WOOLWICH, ME 04579
Telephone	
Residence as of	2013-03-19
Location Type	PHYSICAL
Mailing Address	246 OLD STAGE ROAD WOOLWICH, ME 04579
Telephone	

Fingerprint Images
Unknown/NA

Palmprint Images
Unknown/NA

Photo Images
Unknown/NA

DNA Data
Unknown/NA

Caution Information

Firearms Disqualified	C - Cleared

Criminal History

Cycle 001

Tracking Number	018035B
Earliest Event Date	2013-03-15

Arrest (Cycle 001)
Arrest Date 2013-03-15
Arresting Agency ME0120200
Subject Name(s) PALMER, CRYSTAL
Arrest Type Adult
Charge
Charge Number 018035B 002
Charge Tracking Number 018035B
Charge Case Number 13-004325
Agency ME0120200
Offense Date 2013-03-15
Charge Description VIOLATING CONDITION OF RELEASE (Charge Class E)
Statute 15 MRSA SUBSECTION 1092(1)(A)
State Offense Code 9632 (ME)
Severity Misdemeanor

Prosecutor Disposition No data supplied

Court Disposition No data supplied

Sentencing No data supplied

Corrections No data supplied

Cycle 002

Tracking Number 019128B
Earliest Event Date 2013-03-23

Arrest (Cycle 002)
Arrest Date 2013-03-23
Arresting Agency ME0120000
Subject Name(s) PALMER, CRYSTAL
Arrest Type Adult
Charge
Charge Number 019128B 002
Charge Tracking Number 019128B
Charge Case Number 13-004906
Agency ME0120000
Offense Date 2013-03-23
Charge Description VIOLATING CONDITION OF RELEASE (Charge Class E)
Statute 15 MRSA SUBSECTION 1092(1)(A)
State Offense Code 9632 (ME)
Severity Misdemeanor

Prosecutor Disposition	No data supplied
Court Disposition	No data supplied
Sentencing	No data supplied
Corrections	No data supplied

Index of Agencies

Agency	SAGADAHOC CO SO BATH; ME0120000
Contact	
Agency Telephone	207-4438201
Agency Facsimile	
Agency Email Address	
Mailing Address	752 HIGH STREET BATH, ME 04530

Agency	TOPSHAM PD; ME0120200
Contact	
Agency Telephone	207-7254337
Agency Facsimile	
Agency Email Address	
Mailing Address	100 MAIN STREET TOPSHAM, ME 04086

City of Auburn, Maine

"Maine's City of Opportunity"

Office of the City Clerk

June 26, 2013

Crystal Palmer
JMP Corporation, dba B.A.M.B.I.N.O.S
410 Center Street
Auburn, ME 04210

Dear Ms. Palmer,

On June 7, 2013 you were granted a 30 day conditional Second Hand Dealer license for your business at 410 Center Street. This license is due to expire on July 7, 2013. Section 24-34 (e) of our City Ordinance states "The Police Chief shall certify that the applicant has not had a history of complaints or problems on the proposed business, applicants, owners or managers; where the approval of the license would be adverse to the public health, safety and welfare of the citizens of the City of Auburn". Based on the recent pending criminal charges against you, we will not be issuing your Second Hand Dealer license when your conditional license expires.

Section 24-37 (b) states "Except as otherwise provided, appeals shall be made by filing a written notice of appeal with the Office of the City Clerk or designee within 30 days of the date of any such denial to the Council in writing, whereupon a hearing will be scheduled, at which time the applicant shall have the right to be heard. It shall be the duty of the City Clerk or designee to notify such applicants who have appealed, of the time and place of the hearing. Such notice shall be mailed by the City Clerk, postage prepaid, to the applicant at the address furnished on the application form at least 48 hours prior to the date set for hearing. The City Council may, at that time, approve any application previously denied by the affirmative vote of five or more members of Council".

Please feel free to contact us at the phone number listed below with any questions or concerns you may have.

Sincerely,

Sue Clements-Dallaire
City Clerk

60 Court Street • Suite 150 • Auburn, ME 04210
(207) 333-6600 Voice • (207) 333-6601 Automated • (207) 333-6623 Fax
www.auburnmaine.gov

June 28, 2013

Crystal Palmer
410 Center St.
Auburn Me

NOTICE OF APPEAL

Pursuant to section 24-37(b) you are hereby notified that I am appealing the decision. I request a hearing in regards to such decision.

Additionally, I request documentation to the support the denial.

Respectfully submitted

Crystal Palmer

6/28/13

June 28, 2013

Crystal Palmer
410 Center St.
Auburn Me

NOTICE OF APPEAL

Pursuant to section 24-37(b) you are hereby notified that I am appealing the decision. I request a hearing in regards to such decision.

Additionally, I request documentation to the support the denial.

Respectfully submitted

Crystal Palmer

6/28/13

City of Auburn, Maine

"Maine's City of Opportunity"

Office of the City Clerk

Copy

July 3, 2013

Crystal Palmer
JMP Corporation, dba B.A.M.B.I.N.O.S
410 Center Street
Auburn, ME 04210

Dear Ms. Palmer,

On June 28, 2013 you filed a written notice of appeal with the Office of the City Clerk after receiving a letter denying your request for a Second Hand Dealer license which was dated June 26, 2013. This letter is to advise you that a hearing has been scheduled for Monday, July 15, 2013 at 7:00 P.M. or as soon as possible thereafter, in the Council Chambers of Auburn Hall, 60 Court Street, Auburn, Maine.

Please feel free to contact us at the phone number listed below with any questions or concerns you may have.

Sincerely,

Sue Clements-Dallaire

Sue Clements-Dallaire
City Clerk

60 Court Street • Suite 150 • Auburn, ME 04210
(207) 333-6600 Voice • (207) 333-6601 Automated • (207) 333-6623 Fax
www.auburnmaine.gov

Tizz E. H. Crowley, Ward One
Robert Hayes, Ward Two
Mary Lafontaine, Ward Three
David Young, Ward Four

Leroy Walker, Ward Five
Belinda Gerry, At Large
Joshua Shea, At Large

Jonathan LaBonte, Mayor

IN CITY COUNCIL

ORDER 57-07152013

ORDERED, that the City Council hereby (choose one):

- upholds the decision of the City Clerk denying B.A.M.B.I.N.O.S's (owner Crystal Palmer) application for a Second Hand Dealer permit.

- overrules the decision of the City Clerk and approves B.A.M.B.I.N.O.S's (owner Crystal Palmer) application for a Second Hand Dealer permit, subject to strict observance of all laws, ordinances, and regulations enacted for the protection of the City of Auburn so far as they may apply and is to continue in force until the license expires unless sooner revoked.

City Council
Agenda Information Sheet

City of Auburn

Council Meeting Date: July 15, 2013 Order 58-07152013

Author: Eric Cousens Director of Planning and Permitting

Item(s) checked below represent the subject matter related to this item.

☐**Comprehensive Plan** ☐**Work Plan** ☒**Budget** ☐**Ordinance/Charter** ☐**Other Business*** ☐**Council Goals****

****If Council Goals please specify type:** ☐***Safety*** ☐***Economic Development*** ☐***Citizen Engagement***

Subject: Building Permit Fee Schedule

Information: We have been reviewing our building permit fees and it is staff's opinion there is room for an adjustment to help move some of the costs from the general tax payer to the users of permitting and inspection services. This is a small but important piece of the budget changes for FY 14. Lewiston has made an adjustment to their building permit fee schedule and these changes would be consistent between the two cities. It is estimated that the proposed building permit fees, if they were in place this year, would have generated and additional $10,541 in building permit revenues. The attached spread sheets for residential and commercial permits provide an accurate example of how individual permits would have been affected and the overall revenues.

Financial: Increased revenues to transfer permitting and inspection costs from the general tax payer to the users of permitting and inspection services.

Action Requested at this Meeting: Approve the recommended changes attached as Proposed Building Permit Fee Schedule Updated 6.18.13.

Previous Meetings and History: July 1, 1013 workshop.

Attachments: FY13 Building Permit Fees Collected using Current & Proposed Fee Schedule, FY13 Residential Building Permit Fees Collected using Current & Proposed Fee Schedule, Proposed Building Permit Fee Schedule 6.18.13

**Agenda items are not limited to these categories.*

FY13 Commercial Fees Collected
Current vs Proposed Fee Schedule

Permit Number	Work Class	Address	Description	Issue Date	Contact: Owner	Contact: Contractor	Fee Total	Estimated Cost of Construction	Sq Ft	Code	New Fee	Percent Increase
CB-4406-2012	New	23 GOLDTHWAITE	building 4 self storage buildings	09/25/2012	Merrill Road Associates		$3260.00	$200,000.00	10800	AB	$3,805	17%
CB-4438-2012	New	550 CENTER	exterior smoking shelter	10/02/2012	Auburn Plaza, Inc	pc construction	$42.00	$22,000.00	72	AB	$50	20%
CB-4539-2012	New	560 PARK	Storage building	10/23/2012	EAST AUBURN BAPTIST CHURCH OF EAST AUBURN INCORPORATED THE	McNelly Construction	$40.00	$4,500.00	1120	AB	$45	13%
CB-4013-2012	Alterations	499 POLAND	remodel	07/06/2012	MCM ASSOCIATES LLC	browns hill Construction	$440.00	$60,000.00	10000	CA	$445	1%
CB-3949-2012	New	123 RODMAN	Temorary offices 1 - 28'X68' & 1 - 14'X56'	07/20/2012	Savage Services	schiavi Homes	$1,163.00	$15,000.00	2688	CA	$1,168	0%
CB-4106-2012	Alterations	67 MILL	minor renovation of existing space per plan	07/20/2012	Mark Pontbriand	Giberti Pro Builders	$24.00	$500.00	2220	CA	$29	21%
CB-4107-2012	Alterations	20 TEMPLE	building a porch	07/20/2012	Marcel Robert		$23.00	$350.00	21	CA	$28	22%
CB-4070-2012	Alterations	124 GOFF	remove portion of old porch and repair portions of the porch 44"x44" landing with stairs	07/25/2012	Yasser Alsudany	home works	$23.00	$400.00	36	CA	$28	22%
CB-4141-2012	Alterations	139 PLEASANT	Replacing 2nd floor porch	07/25/2012	scott winchell		$23.00	$300.00	0	CA	$28	22%
CB-4094-2012	Alterations	24 FALCON	renovations	07/26/2012	The Child Heath Center	S. M. MORIN ENTERPRISES INC	$370.00	$50,000.00	3000	CA	$375	1%
CB-4175-2012	Alterations	129 COURT	partial instalation in the education wing - 3 walls	08/02/2012	Court Street Baptist Church	Linda Johnston	$314.00	$19,505.00	0	CA	$319	2%
CB-4056-2012	Alterations	123 RODMAN	Single level office renovations	08/06/2012	Savage Services	D A Poussard construction	$2120.00	$300,000.00	5640	CA	$2,125	0%
CB-4166-2012	Alterations	809 CENTER	remodeling inside and out	08/06/2012	809 Center Street, LLC	RDB Construction	$1770.00	$250,000.00	4800	CA	$1,775	0%
CB-4173-2012	Addition	49 SPRING	modify office to create media lab	08/07/2012	City of Auburn	DS Builders	$62.00	$5,000.00	140	CA	$67	8%
CB-4193-2012	Alterations	33 OMNI	remodel building and build electrical room	08/15/2012	Wellness Connection of Maine	Gendron & Gendron	$6320.00	$900,000.00	20240	CA	$6,325	0%
CB-4208-2012	Alterations	236 STETSON	Changing window to door	08/15/2012	ANDROSCOGGIN HOME HEALTH	JOSH BOURQUE	$55.00	$5,000.00	320	CA	$60	9%
CB-4269-2012	Alterations	550 CENTER	renovation to exsiting shops	08/22/2012	Auburn Plaza, Inc	EMJ Corporation	$720.00	$100,000.00	0	CA	$725	1%
CB-4272-2012	Alterations	18 Plummer	repairs due to fire and water damage	08/22/2012	Auburn Mall Apartments	KY Construction	$1903.00	$269,000.00	0	CA	$1,908	0%
CB-4277-2012	Alterations	35 VERNON	renovating fire escape.	08/23/2012	Libbey Douglas	Jamie dennis	$24.00	$500.00	0	CA	$29	21%
CB-4278-2012	Foundation Only	560 PARK	55x140 foundation only for addition	08/23/2012	EAST AUBURN BAPTIST CHURCH		$195.00	$35,000.00	7700	CA	$200	3%

FY13 Commercial Fees Collected
Current vs Proposed Fee Schedule

Permit Number	Work Class	Address	Description	Issue Date	Contact: Owner	Contact: Contractor	Fee Total	Estimated Cost of Construction	Sq Ft	Code	New Fee	Percent Increase
CB-4380-2012	Alterations	31 COURT	4th floor office renovations	09/19/2012	31 Court St Associates		$1286.64	$180,377.00	4300	CA	$1,292	0%
CB-4395-2012	Alterations	730 CENTER	replacing rotting wood front of building	09/21/2012	GFI Auburn Plaza Realty LLC, C/O GIE	133 Pearl St Boston, MA 02110	$41.00	$3,000.00	2000	CA	$46	12%
CB-4394-2012	Addition	730 CENTER	building a handicap ramp	09/21/2012	GFI Auburn Plaza Realty LLC, C/O GIE	133 Pearl St Boston, MA 02110	$38.00	$1,700.00	60	CA	$43	13%
CB-4419-2012	Addition	73 WINTER	2- 42"x42" landing and stairs	09/24/2012	Philip Boisvert	73 Winter St Auburn, ME 04210	$35.00	$2,500.00	49	CA	$40	14%
CB-4325-2012	Alterations	415 RODMAN	renovations	09/26/2012	J.F. MURPHY HOMES		$265.00	$35,000.00	0	CA	$270	2%
CB-4458-2012	Alterations	791 TURNER ST	Tenant fit out of Aspen Dental space	10/03/2012	Nobility LLC	Benchmark Contracting Corporation	$848.00	$118,285.00	0	CA	$853	1%
CB-4469-2012	Alterations	65 FIRST FLIGHT	Extend outdoor enclosure over air cooled A/C condensors	10/05/2012	Strainrite	Tim W Gilbert, INC	$38.00	$2,500.00	0	CA	$43	13%
CB-4495-2012	Alterations	49 HAMPSHIRE	insulate exterior walls	10/11/2012	Smith Family	Steve Martelli	$48.00	$4,000.00	816	CA	$53	10%
CB-4471-2012	Alterations	60 SUMMER	Replacement of existing deck	10/15/2012	City of Auburn	Bios Environments	$75.00	$7,800.00	0	CA	$80	7%
CB-4515-2012	Addition	12 HIGHLAND	Deck and stairs to 2nd and 3rd floor	10/16/2012	Gerard Bechard	Alternative Builders	$60.00	$8,500.00	133	CA	$65	8%
CB-4507-2012	Alterations	1194 CENTER	New roof (Peak)	10/26/2012	Corg LLC	Dave Corcoran	$160.00	$20,000.00	0	CA	$165	3%
CB-4565-2012	Alterations	55 SUMMER	16 x 16 Lean-to	10/29/2012	Virginia Morin		$23.00	$400.00	256	CA	$28	22%
CB-4101-2012	Alterations	741 BROAD	4 New windows and 1 new door	11/06/2012	John McLean		$31.00	$1,500.00	0	CA	$36	16%
CB-4585-2012	Alterations	178 COURT	3rd floor renovations	11/19/2012	First State Investors	HEBERT CONSTRUCTION LLC	$2470.00	$350,000.00	4500	CA	$2,475	0%
CB-4525-2012	Alterations	1250 TURNER	Graphic Communications wing Renovations - per plan	11/20/2012	Central Maine Community College	Benchmark Contracting Corporation	$4192.00	$595,900.00	11800	CA	$4,197	0%
CB-4637-2012	Addition	280 POLAND SPRING	Office building addition and renovation	11/27/2012	Pine Tree LLC		$750.00	$4,000.00	2290	CA	$755	1%
CB-4665-2012	Alterations	2 TURNER	Replacing 7 window units	11/28/2012	Androscoggin County Building	HEBERT CONSTRUCTION LLC	$782.65	$109,000.00	0	CA	$788	1%

FY13 Commercial Fees Collected
Current vs Proposed Fee Schedule

Permit Number	Work Class	Address	Description	Issue Date	Contact: Owner	Contact: Contractor	Fee Total	Estimated Cost of Construction	Sq Ft	Code	New Fee	Percent Increase
CB-4586-2012	Alterations	1813 WASHINGTON	Interior renovations	11/30/2012	Cobalt Properties, LLC	Gaftek, LLC	$1059.50	$148,500.00	1692	CA	$1,065	0%
CB-4713-2012	Alterations	600 CENTER	Tenant fit up for hair salon	01/08/2013	DOE Family Trust	North Shore Construction Inc.	$545.00	$75,000.00	2045	CA	$550	1%
CB-4734-2013	Alterations	550 CENTER	remodel of a clothing store tenant finish	01/15/2013	Auburn Plaza, Inc	TBD	$980.00	$137,100.00	4708	CA	$985	1%
CB-4736-2013	Alterations	301 MAIN	interior fitup for pizza/deli shop	01/15/2013	Merooper LLC		$34.00	$2,000.00	0	CA	$39	15%
CB-4682-2012	Alterations	99 DANVILLE CORNER	2 interior walls	01/16/2013	WMTW Tv	Above and Beyond, LLC	$80.00	$8,500.00	244	CA	$85	6%
CB-4766-2013	Alterations	550 CENTER	remodel for Joe Fresh line new 8x10 display	01/23/2013	Auburn Plaza, Inc	Permit Advisors	$90.00	$10,000.00	80	CA	$95	6%
CB-4770-2013	Alterations	990 CENTER	convert space to private office, add bathroom	01/23/2013	Emerson Toyota	Corporate Const./ Ryan Herrick	$160.00	$20,000.00	0	CA	$165	3%
CB-4764-2013	Alterations	600 CENTER	600 Center Street STE #7 Remodel for Sears Hometown Stores	01/30/2013	DOE Family Trust	L&D Builders	$454.00	$62,000.00	0	CA	$459	1%
CB-4767-2013	Alterations	862 MINOT	residential home being renovated into a dr's office	01/30/2013	Paul Morin	G.M. Morin Enterprises, Inc.	$143.00	$17,500.00	0	CA	$148	3%
CB-4782-2013	Alterations	730 CENTER	Garage door instalation	01/30/2013	GFI Auburn Plaza Realty LLC, C/O GIE	WATSON'S PROPERTY MAINTANCE	$33.00	$1,800.00	2500	CA	$38	15%
CB-4780-2013	Alterations	49 OMNI	Tenant fitout in an exsisting warehouse-clean rooms	02/06/2013	Edward Chapman	Ouellet Associates	$1,364.00	$192,000.00	800	CA	$1,369	0%
CB-4815-2013	Alterations	229 CENTER	Bathroom renovations	02/07/2013	PDB Rancourt Realty	KL Construction	$79.00	$8,400.00	0	CA	$84	6%
CB-4814-2013	Alterations	14 MILLETT	Bathroom renovations	02/07/2013	Future Exchange	KL Construction	$79.00	$8,400.00	0	CA	$84	6%
CB-4775-2013	Alterations	385 RODMAN	Interior renovations in units 1 and 2	02/11/2013	Northeaster Graphic Supply	Biskup Construction, Inc	$479.00	$65,440.00	30000	CA	$484	1%

FY13 Commercial Fees Collected
Current vs Proposed Fee Schedule

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CB-4845-2013	Alterations	1524 MINOT	Remodel office and move bathroom door	02/13/2013	Burrow Minot,LLC c/o Phil OConnor	Mike Smith building and remodeling inc	$41.00	$3,000.00	675	CA	$46	12%
CB-4873-2013	Alterations	490 COURT	Swap existing antenas on telecom tower	02/22/2013	David Peitersen	spectram Wireless	$125.00	$15,000.00	0	CA	$130	4%
CB-4823-2013	Addition	245 CENTER	Build out	02/22/2013	Florist Mall	RDB Construction	$416.00	$40,000.00	1320	CA	$421	1%
CB-4587-2012	Addition	1813 WASHINGTON	Addition to the Irving	02/22/2013	Cobalt Properties, LLC	Gaftek, LLC	$527.70	$301,500.00	1692	CA	$533	1%
DEMO-4073-20	Commercial	301 MAIN	Remove existing redemption Building	07/13/2012	Roopers	L.P.Poirier & Son, Inc.	$121.00	$13,000.00	2016	DEMO	$121	0%
DEMO-4042-20	Commercial	261 MAIN	asbestos abatement and demolition	07/16/2012	CEI Housing Inc / C/O Coastal Enterprises, Inc	Benchmark Contracting Corporation	$386.00	$35,000.00	8800	DEMO	$386	0%
DEMO-4258-201	Commercial	272 MAIN	demo building	09/07/2012	Riverpark Associates		$338.70	$0.00	6435	DEMO	$339	0%
DEMO-4257-201	Commercial	268 MAIN	Demolition to building	09/07/2012	Riverpark Associates		$135.60	$0.00	2780	DEMO	$136	0%
DEMO-4259-201	Commercial	282 Main	demo building	09/07/2012	Riverpark Associates		$456.40	$0.00	12320	DEMO	$456	0%
EMO-4835-201	Commercial	2879 HOTEL	Demo at Tambrands	02/07/2013	Tambrands	Shaw Brothers Construction Inc.	$122.50	$35,000.00	2125	DEMO	$123	0%
MF-4110-2012	New	261 Main St	5 Townhouse Units	8/2/2012			$1,620	$820,000	6400	Multi-Fam	$1,945	20%
MF-4150-2012	New	272 Main St	22 Unit Multi-Family	8/7/2012			$6,397	$2,935,000	25509	Multi-Fam	$7,678	20%
CB-3947-2012	New	759 Turner	Building only for Panera Bread see permit number CB-3842-2012 for foundation permit	07/02/2012		Northeast Equipment	$1,250.00	$555,000.00	4100	NC	$1,460	17%
CB-4006-2012	New	836 CENTER	new commercial building credit union	07/16/2012	Central Maine CU	LANDRY CONSTRUCTION	$984.80	$854,000.00	3216	NC	$1,151	17%
CB-4127-2012	Foundation Only	791 Turner	new foundation for Aspen Dental	07/26/2012	Nobility LLC	Northeast Equipment	$235.00	$43,000.00	7124	NC	$240	2%

FY13 Commercial Fees Collected
Current vs Proposed Fee Schedule

Permit Number	Work Class	Address	Description	Issue Date	Contact: Owner	Contact: Contractor	Fee Total	Estimated Cost of Construction	Sq Ft	Code	New Fee	Percent Increase
CB-4128-2012	New	791 Turner	new building for Aspen Dental (See # CB-4127-2012 for Foundation Only Permit)	08/03/2012	Nobility LLC	Northeast Equipment	$2158.00	$469,000.00	7124	NC	$2,518	17%
CB-4196-2012	Foundation Only	2879 HOTEL	building foundation	08/07/2012	Tambrands	CIANBRO CORP	$3505.00	$697,000.00	51738	NC	$3,510	0%
CB-3974-2012	New	560 PARK	28x40 storage building FOUNDATION ONLY	08/23/2012	EAST AUBURN BAPTIST CHURCH	McNelly Construction	$356.00	$20,000.00	1120	NC	$417	17%
CB-4339-2012	Addition	2879 HOTEL	Construct building addition 113'-9"x454'x10"	09/28/2012	Tambrands		$15541.00	$6,000,000.00	51736	NC	$18,133	17%
							$70330.74				$76,153	
										Difference	$5,822	
								Commercial Increase		5822		
								Residential Increase		1205		
								Combined Increase		$7,027		
								Year end projected Total Ir		$10,541.18		

FY13 Residential Fees Collected
Current vs Proposed Fee Schedule

Permit Number	Work Class	Address	Description	Issue Date	Owner Name	Contractor Name	Fee Total	Estimated Cost of Construction	Sq Ft	CODE	New Fee Proposed	% Increase
SFD-4461-2012	New	8 DOLORES	30 x 70 Duplex & attached 26 x 26 garage	10/25/2012	Andrea Whittier	Lynndell, Inc	$677.00	$227,000.00	3128	2-fam	$807	19%
SFD-4347-2012	Accessory Structures	144 EASTMAN	20x24 personal storage shed	09/17/2012	Tom Giberti		$44.00	$2,500.00	480	AB	$59	33%
SFD-4459-2012	Accessory Structures	45 ALDERWOOD	12 x 20 shed	10/05/2012	Roger Bergeron	Post Woodworking, Inc	$32.00	$7,000.00	240	AB	$42	31%
SFD-4530-2012	Accessory Structures	27 STEVENS MILL PARK	building new shed	10/22/2012	Bert Cote		$32.00	$1,400.00	224	AB	$41	27%
SFD-4489-2012	Accessory Structures	775 North River	storage shed	10/30/2012		ted dunn	$112.00	$1,100.00	1840	AB	$154	37%
DEMO-4021-2012	Residential	39 PAUL	demolition of burn house	07/05/2012	Richard Desjardens	Almighty Waste, Inc	$107.00	$6,400.00	1336	DEMO	$107	0%
DEMO-4183-2012	Residential	48 GAMAGE	demo 11x17 garage	08/03/2012	Elizabeth Gondek		$27.00	$127.00	187	DEMO	$27	0%
DEMO-4203-2012	Residential	300 TURNER	demo barn	08/09/2012	James Short	Rolands Demolition	$27.00	$2,000.00	793	DEMO	$27	0%
DEMO-4276-2012	Residential	1553 RIVERSIDE	demo a old barn	08/23/2012	Bell Farms		$27.00	$1,000.00	800	DEMO	$27	0%
DEMO-4577-2012	Residential	37 GARFIELD	demo garage	10/31/2012	Christina Bartlett	ab Smith	$27.00	$6,500.00	456	DEMO	$27	0%
DEMO-4856-2013	Residential	116 POWNAL	Demo of a mobile home	02/19/2013	Kurtis Bucher	Helms Bros., Inc	$27.00	$500.00	980	DEMO	$27	0%
DEMO-4880-2013	Residential	17 FAIRMOUNT	Demo of old barn	02/25/2013	JW Properties		$27.00	$600.00	660	DEMO	$27	0%
SFD-4038-2012	Alterations	26 WEST DARTMOUTH	replacing deck, window, roof	07/20/2012	John Diaz		$45.00	$5,000.00	250	DK	$50	11%
SFD-4156-2012	Accessory Structures	66 CONANT	building rear deck with stairs	07/30/2012	Dorothy Murray	AMERICAN MODERNIZING	$50.00	$4,000.00	300	DK	$50	0%
SFD-4157-2012	Accessory Structures	325 COURT	Approx 10 x 12 attached deck	07/30/2012	Kelly & Keith Plummer		$26.00	$1,500.00	120	DK	$33	28%
SFD-4155-2012	Addition	51 CONSTELLATION	adding deck with roof 7x15	08/01/2012	Robert Mcleod	Bert Labbe Builder	$43.00	$5,000.00	105	DK	$51	19%

FY13 Residential Fees Collected
Current vs Proposed Fee Schedule

Permit Number	Work Class	Address	Description	Issue Date	Owner Name	Contractor Name	Fee Total	Estimated Cost of Construction	Sq Ft	CODE	New Fee Proposed	% Increase
SFD-4185-2012	Accessory Structures	279 OAK HILL	adding a pool deck	08/07/2012	Evan Saucier	Justin pelkey	$56.00	$3,000.00	719	DK	$75	35%
SFD-4238-2012	Accessory Structures	43 CHARTER	Construct 20x24 deck	08/17/2012	Robert Rivas		$44.00	$3,000.00	480	DK	$59	33%
SFD-4308-2012	Accessory Structures	10 HASKELL	10x20 deck	09/06/2012	Clara Yim	Anne perron	$30.00	$900.00	200	DK	$39	30%
SFD-4323-2012	Accessory Structures	54 FULTON	12 x 14 attached deck	09/17/2012	Nicholas Smith		$29.00	$2,000.00	168	DK	$37	27%
SFD-4580-2012	Accessory Structures	265 MANLEY	replacing deck	11/06/2012	Richard Burke		$31.00	$2,000.00	204	DK	$39	27%
SFD-4590-2012	Alterations	97 BROAD	rebuilding deck	11/06/2012	JACKLIN INC	andrew hoyt	$20.00	$100.00	800	DK	$25	25%
SFD-4545-2012	Alterations	37 COOK	replace exsisting 6x26 deck	11/06/2012	Jonathan Grant	John's Construction	$49.00	$5,800.00	156	DK	$54	10%
SFD-4627-2012	Accessory Structures	185 VICKERY	new deck	11/19/2012	Theberge painting		$28.00	$500.00	144	DK	$35	25%
SFD-4557-2012	Accessory Structures	164 BENNETT	10 x 10 deck extension	11/19/2012	Rhyanna Larose	James Hart	$25.00	$3,500.00	100	DK	$32	28%
SFD-3992-2012	Accessory Structures	35 SNOW	24 x 36 detached garage	07/06/2012	Judith Turmenne		$64.00	$18,000.00	864	GA	$85	34%
SFD-4057-2012	New	92 NORTHERN	building Garage	07/18/2012	Byron Peters		$94.00	$7,000.00	352	GA	$113	20%
SFD-4289-2012	Accessory Structures	65 BEECH HILL	Construct 2 story, 3 car garage	08/28/2012	Lucien Mathieu	B & C construction	$108.00	$40,000.00	1560	GA	$134	24%
SFD-4337-2012	Addition	289 SUNDERLAND	28x24 garage	09/17/2012	Mike Rodrigue	Apex Exteriors and Finishes	$162.00	$22,500.00	672	GA	$193	19%
SFD-4416-2012	Addition	49 PORTLAND	building a pole barn garage	09/26/2012	Stephen & Gloria Peabody		$162.00	$7,000.00	672	GA	$193	19%
SFD-4427-2012	Addition	1180 POWNAL	Garage/ pad	10/05/2012	john Edmiston		$356.00	$50,000.00	1600	GA	$425	19%
SFD-4383-2012	Accessory Structures	250 NORTH AUBURN	building a 24x30 detatched garage	10/05/2012	Michael Ranucci	peter Swan	$56.00	$44,000.00	720	GA	$75	35%
SFD-4401-2012	Addition	38 TAYWOOD	Breezeway and garage addition	10/12/2012	Lisa Toussaint	TBD	$464.00	$100,000.00	2112	GA	$553	19%
SFD-4603-2012	Accessory Structures	100 ROYAL RIVER	23x28 garage	11/08/2012	Kenneth Bellefleur		$53.00	$10,000.00	644	GA	$70	32%
SFD-4318-2012	Addition	38 MARY CARROLL	construct 11'-6" x 36' attached garage	12/17/2012	BRIAN GENEST		$214.00	$5,000.00	414	GA	$129	-40%

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SFD-4136-2012	New	530 COURT	building new SFD Modular	08/07/2012	Steven Dunn	Palmer Development Corp	$541.00	$240,000.00	2478	NR	$645	19%
SFD-4452-2012	New	626 Old Danville	new ranch modular home on full foundation	10/02/2012		HENRY'S FACTORY BUILT HOMES	$337.00	$180,000.00	1507	NR	$402	19%
SFD-4417-2012	New	118 GILL	building new house	10/02/2012	Philip Theberge	Philip Theberge	$217.00	$50,000.00	936	NR	$259	19%
SFD-4538-2012	Mobile Home	44 Chicoine	Set up lot for new moble home	10/29/2012		LP Poirier & Son, Inc	$122.00	$81,500.00	728	NR	$134	10%
SFD-4677-2012	New	24 GREENFIELD	28x38 Single family colonial, 24x26 garage and 5x11 deck	12/04/2012	Blue Horizon Development	Fortin Construction Inc.	$628.00	$232,000.00	2840	NR	$735	17%
SFD-4765-2013	New	187 HICKORY	Foundation only	01/16/2013	B & M Developers	B & M Developers	$20.00	$15,000.00	1600	NR	$25	25%
SP-4026-2012	Above Ground	279 OAK HILL	installing an above ground pool	07/05/2012	Evan Saucier	Premier Pools and Spa	$40.00	$15,400.00	594	PL	$35	-13%
SP-4114-2012	In Ground	897 RIVERSIDE	installing in ground pool 14x28	07/23/2012	David Caron Jr	Premier Pools and Spa	$75.00	$23,000.00	392	PL	$80	7%
SFD-4503-2012	Accessory Structures	126 WHITNEY	exterior ramp	10/15/2012	Adam Dow		$24.00	$1,500.00	80	RA	$31	28%
SFD-4377-2012	Accessory Structures	108 DAVIS	Installing a modular ramp for wheelchair accessibility	09/27/2012	Garrett Parke	Steve Parke	$23.00	$1,700.00	54	RA	$29	25%
SFD-4371-2012	Accessory Structures	49 PORTLAND	Add on to lean-to (horse run-in) pole barn	09/19/2012	Stephen & Gloria Peabody		$32.00	$2,000.00	240	RA	$42	31%
SFD-4035-2012	Accessory Structures	235 BROAD	Adding ramp to access front door	07/06/2012	Jimmy Pleau		$22.00	$3,000.00	40	RA	$28	26%
SFD-4504-2012	Accessory Structures	68 JAMES	staircase with 4x4 landing	10/12/2012	Raymond Lebrun	Shawn lowell	$24.00	$3,000.00	80	RA	$31	28%
SFD-4028-2012	Addition	228 COOK	1/2 bath addition	07/05/2012	Scott Eaton		$25.00	$1,000.00	21	RA	$30	21%
SFD-4131-2012	Addition	559 BEECH HILL	building addition to garage 12x24 for camper staorage	07/27/2012	Deborah Goding		$81.00	$1,000.00	288	RA	$97	20%
SFD-4192-2012	Addition	300 TURNER	making a larger kitchen	08/13/2012	James Short		$31.00	$2,000.00	48	RA	$37	19%
SFD-4079-2012	Addition	67 WEBSTER	adding bedrooms to Apartment	07/20/2012	Gary Boilard	Bluestar Multifamily	$104.00	$3,000.00	400	RA	$125	20%

FY13 Residential Fees Collected
Current vs Proposed Fee Schedule

Permit Number	Work Class	Address	Description	Issue Date	Owner Name	Contractor Name	Fee Total	Estimated Cost of Construction	Sq Ft	CODE	New Fee Proposed	% Increase
SFD-4055-2012	Addition	115 GAMAGE	replacing porch with 5'-5" x 24'-6" porch	08/06/2012	Joanne Pardue	My Uncles Construction Comp	$48.00	$3,000.00	132	RA	$58	21%
SFD-4437-2012	Addition	530 TURNER	lean to - carport - see conditions	10/17/2012	Mark Blais		$162.00	$4,800.00	672	RA	$193	19%
SFD-4578-2012	Addition	76 CREST	roof replacement and building new porch	11/06/2012	Jon Lapoint	ryan corp	$162.00	$5,000.00	672	RA	$193	19%
SFD-4167-2012	Addition	99 LAKE	new porch front and back	08/01/2012	Peter Flanders	emery builders	$92.00	$10,000.00	342	RA	$111	20%
SFD-4466-2012	Addition	29 SIMPSONS BEACH	638 Sq ft addition to existing garage	10/12/2012	Steven & Amy Morse	Peter Fleming Carpentry	$154.00	$17,500.00	638	RA	$185	20%
SFD-4134-2012	Addition	25 VALVIEW	adding Master bedroom and bath	09/14/2012	David Washburn		$182.00	$63,000.00	768	RA	$217	19%
SFD-4132-2012	Alterations	900 NORTH RIVER	screening in porch	07/24/2012	Michael Houlihan		$20.00	$1,000.00	180	RA	$25	25%
SFD-4084-2012	Alterations	97 NINTH	framing walls in basement	07/20/2012	Melissa Simao		$20.00	$1,500.00	1440	RA	$25	25%
SFD-4785-2013	Alterations	201 CHICOINE	replacing carrying beams in basement	01/25/2013	Nancy Bard	GH builders	$25.00	$2,500.00	1296	RA	$30	20%
SFD-4857-2013	Alterations	657 COURT	Remodel basement and convert to single family home	02/22/2013	Patricia Arnold	1st Call Handyman	$20.00	$2,500.00	0	RA	$25	25%
SFD-4317-2012	Alterations	268 SOUTH MAIN	replacing exsisting Porch	09/05/2012	PETER BERNARD		$40.00	$4,000.00	114	RA	$45	13%
SFD-4264-2012	Alterations	37 WEBSTER	replacing deck 1st and 2nd floor	08/23/2012	Michael Babin	Rondeau Woodworks	$69.00	$9,720.00	408	RA	$74	7%
SFD-4334-2012	Alterations	21 JONES	remove bathroom window and change the size	09/05/2012	Lori Perkins		$70.00	$10,000.00	750	RA	$75	7%

FY13 Residential Fees Collected
Current vs Proposed Fee Schedule

Permit Number	Work Class	Address	Description	Issue Date	Owner Name	Contractor Name	Fee Total	Estimated Cost of Construction	Sq Ft	CODE	New Fee Proposed	% Increase
SFD-4096-2012	Alterations	604 MINOT	6X6 sill around garage and entry	07/20/2012	Pamela Le	Gary LaPrell	$83.00	$12,500.00	0	RA	$88	6%
SFD-4165-2012	Alterations	112 EAST BATES	making a 2 family home into a single family	08/01/2012	Daniel Couture		$120.00	$20,000.00	2200	RA	$125	4%
SFD-4297-2012	Alterations	16 ALBISTON	repairing existing foundation walls	09/19/2012	Rita Myrick	SR GENERAL CONTRACTORS	$120.00	$20,000.00	0	RA	$125	4%
SFD-4741-2013	Alterations	29 SIMPSONS BEACH	Alterations to existing kitchen	01/16/2013	Steven & Amy Morse	Nelson Broski	$140.00	$24,000.00	0	RA	$145	4%
SFD-4482-2012	Alterations	79 ORCHARD	demo walls on garage new footer and floor rebuild	10/15/2012	Laura Charloff	RJP Construction	$145.00	$25,000.00	650	RA	$150	3%
SFD-4839-2013	Alterations	207 SOUTH MAIN	Remodel basement- convert 2 family to single family home	02/13/2013	Christopher Bouchard	GH builders	$160.00	$27,800.00	2688	RA	$165	3%
SFD-4285-2012	Alterations	376 LAKE	replacing corner of foundation on barn	08/27/2012	Lorna Hansen	Mark caron	$170.00	$30,000.00	0	RA	$175	3%
SFD-2358-2011	Alterations	161 CHICOINE	Rebuild select walls & roof per plan and add 20.5 x 22' garage and 8.5'x9' foyer	08/02/2012	Mike Girardin	BLUE HORIZON	$220.00	$40,000.00	0	RA	$225	2%
SFD-4463-2012	Alterations	116 SUMMER	Fire rehab	10/04/2012	Clifford Griffin Jr	Viking Restoration, LLC	$395.00	$75,000.00	0	RA	$400	1%
SFD-4072-2012	Alterations	19 BRAMBLEWOOD	Repair and renovation of house hit by lightning renovating inside of house	07/27/2012	Walter Meuse	V & G Home Improvements	$770.00	$150,000.00	1912	RA	$775	1%
						TOTALS:	**9,108**				**$10,313**	**13%**
										Differenc	$1,205	

BUILDING PERMIT FEE SCHEDULE

In accordance with the provisions of the Code of Ordinances of the City of Auburn, the City Council hereby establishes the following fees:

Single Family	
New construction/Additions	$~~20~~ 25 base + $0.~~21~~25 sf
Accessory Structure	$~~20~~ 25 base + $0.~~05~~ 07 sf
Renovation < $2,500	$~~20~~25
Renovation > $2,500	$~~20~~ 25 base + $5.00 per $1,000 value
Multi-family	
New Construction/Additions	$~~20~~25 base + $0.~~25~~ 30 sf
Renovations	$~~20~~ 25 base + $5.00 per $1,000 value
Mobile Home	
New or Used	$~~20~~ 25 base + $0.~~14~~ 15 sf
Additions	$~~20~~ 25 base + $0.~~21~~ 25 sf
Commercial	
New Construction	$~~20~~ 25 base + $0.~~30~~ 35 sf (per floor)
Renovation	$~~20~~ 25 base + $7.00 per $1,000 value
Swimming Pools	
Above Ground Swimming Pool	$~~30~~35
In-ground Swimming Pool	$~~75~~ 80
All Structures	
Fences	$~~20~~25
Underground Storage Tank	$~~32~~ 50 (first tank) + $~~11~~ 15 (additional tanks)
Moving Building	$100
Driveways	$~~21~~25
Foundation Only	$~~20~~ 25 base + $5.00 per $1,000 value
Change of Use	$~~32~~40
Certificate of Occupancy	Included in Permit ($260 penalty)
Signs	$25 base + $0.50 sf
Demolition	
Interior demolition not in conjunction with a construction project	$50

BUILDING PERMIT FEE SCHEDULE

Less than 1,000 sf	$27
Greater than 1,000 sf and less than 5,000 sf	$80 + $0.02 sf
Greater than 5,000 sf	$210 + $0.02 sf

Belated Fee

The customary permit fee shall double where work commences prior to the issuance of the appropriate permits.

Building Permit Fee Reimbursement Policy

In the event that the recipient of a building permit does not undertake any of the building activity associated with a given permit, he/she may submit a written request to the Director of Planning and Permitting for the reimbursement of the permit fee paid for said permit. If the request for reimbursement is made within six months of the issuance of said permit, and if no work associated with said permit was commenced, 75% of the permit fee will be reimbursed. The City shall retain 25% of the permit fee to provide compensation for the costs associated with issuance of said permit and to process reimbursement.

Note: sf - square feet

Tizz E. H. Crowley, Ward One
Robert Hayes, Ward Two
Mary Lafontaine, Ward Three
David Young, Ward Four

Leroy Walker, Ward Five
Belinda Gerry, At Large
Joshua Shea, At Large

Jonathan LaBonte, Mayor

IN CITY COUNCIL

ORDER 58-07152013

ORDERED, that the Building permit Fee Schedule be amended as shown on the attached Proposed Fee Schedule updated 6.18.13 and incorporated into the City of Auburn Fee Schedule effective August 1, 2013.

City Council
Agenda Information Sheet

City of Auburn

Council Meeting Date: July 15, 2013 **Resolve** 06-07152013

Author: Sue Clements-Dallaire, City Clerk

Item(s) checked below represent the subject matter related to this workshop item.

☐**Comprehensive Plan** ☐**Work Plan** ☐**Budget** ☐**Ordinance/Charter** ☐**Other Business*** ☐**Council Goals****

****If Council Goals please specify type:** ☐***Safety*** ☐***Economic Development*** ☐***Citizen Engagement***

Subject: Grant from the Northern Border Regional Commission

Information: The Northern Border Regional Commission is now accepting applications for grants that will award $1.2 million for eligible projects aimed at improving the economies within a thirty-six county region in Maine, New Hampshire, Vermont, and New York. Androscoggin County is an area that is eligible for the grant. Lewiston and Auburn, in conjunction with the Androscoggin Land Trust have developed a plan for the installation of wayfinding and heritage signage throughout each community designed to provide directions and information for area visitors and to enhance the tourism and arts and culture based industries in our area.

Financial:

Action Requested at this Meeting: Recommend passage

Previous Meetings and History: Presented at the 7/1/2013 workshop.

Attachments: Lewiston draft resolve, Auburn resolve

**Agenda items are not limited to these categories.*

City of Lewiston Maine
City Council Resolve
June 18, 2013

Resolve, Authorizing Application for and Acceptance of a Grant from the Northern Border Regional Commission

Whereas, the Northern Border Regional Commission is now accepting applications for grants that will award $1.2 million for eligible projects aimed at improving the economies within a thirty-six county region in Maine, New Hampshire, Vermont, and New York; and

Whereas, Androscoggin County is an area eligible for such grants; and

Whereas, Lewiston and Auburn, in conjunction with the Androscoggin Land Trust, have developed a plan for the installation of wayfinding and heritage signage throughout each community designed to provide directions and information for area visitors and to enhance the tourism and arts and culture based industries in our area; and

Whereas, this plan includes detailed plans indicating potential locations for such signage and plans for its construction and installation; and

Whereas, as a result, this project is shovel ready and can be quickly implemented;

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

Application for an acceptance of a grant for wayfaring and heritage signage from the Northern Border Regional Commission is hereby authorized, such grant to be in conjunction with the City of Auburn and the Androscoggin Land Trust.

Tizz E. H. Crowley, Ward One
Robert Hayes, Ward Two
Mary Lafontaine, Ward Three
David Young, Ward Four

Leroy Walker, Ward Five
Belinda Gerry, At Large
Joshua Shea, At Large

Jonathan LaBonte, Mayor

IN CITY COUNCIL

RESOLVE 06-007152013

RESOLVED, that the City Council hereby authorizes the application for and Acceptance of a Grant from the Northern Border Regional Commission

Whereas, the Northern Border Regional Commission is now accepting applications for grants that will award $1.2 million for eligible projects aimed at improving the economies within a thirty-six county region in Maine, New Hampshire, Vermont, and New York; and

Whereas, Androscoggin County is an area eligible for such grants; and

Whereas, Lewiston and Auburn, in conjunction with the Androscoggin Land Trust, have developed a plan for the installation of wayfinding and heritage signage throughout each community designed to provide directions and information for area visitors and to enhance the tourism and arts and culture based industries in our area; and

Whereas, this plan includes detailed plans indicating potential locations for such signage and plans for its construction and installation; and

Whereas, as a result, this project is shovel ready and can be quickly implemented;

Now, therefore, be It Resolved by the City Council of the City of Auburn that

Application for an acceptance of a grant for wayfaring and heritage signage from the Northern Border Regional Commission is hereby authorized, such grant to be in conjunction with the City of Lewiston and the Androscoggin Land Trust.

City Council Information Sheet

City of Auburn

Council Meeting Date: July 15, 2013

Subject: Executive Session

Information: Executive Session regarding a personnel matter (City Manager review), pursuant to 1 M.R.S.A. §405(6)(A).

Executive Session: On occasion, the City Council discusses matters which are required or allowed by State law to be considered in executive session. Executive sessions are not open to the public. The matters that are discussed in executive session are required to be kept confidential until they become a matter of public discussion. In order to go into executive session, a Councilor must make a motion in public. The motion must be recorded, and 3/5 of the members of the Council must vote to go into executive session. An executive session is not required to be scheduled in advance as an agenda item, although when it is known at the time that the agenda is finalized, it will be listed on the agenda. The only topics which may be discussed in executive session are those that fall within one of the categories set forth in Title 1 M.R.S.A. Section 405(6). Those applicable to municipal government are:

A. Discussion of personnel issues
B. Discussion or consideration by a school board of suspension of expulsion
C. Discussion or consideration of the condition, acquisition or the use of real or personal property permanently attached to real property or interests therein or disposition of publicly held property or economic development only if premature disclosures of the information would prejudice the competitive or bargaining position of the body or agency
D. Labor contracts
E. Contemplated litigation
F. Discussions of information contained in records made, maintained or received by a body or agency when access by the general public to those records is prohibited by statute;
G. Discussion or approval of the content of examinations administered by a body or agency for licensing, permitting or employment purposes; consultation between a body or agency and any entity that provides examination services to that body or agency regarding the content of an examination; and review of examinations with the person examined; and
H. Consultations between municipal officers and a code enforcement officer representing the municipality pursuant to Title 30-A, section 4452, subsection 1, paragraph in the prosecution of an enforcement matter pending in District Court when the consultation relates to that pending enforcement matter.