

6. Zone: WPDZ

6. Existing Use:  
Describe the existing use of the subject property:  
PARKING LOT AND TEMPORARY OFFICE TRAILERS.

7. Current Zoning Designation(s): WPDZ

8. Type of Conditional Use Proposed:  
CONDITIONAL USE APPROVAL FOR AN ELECTRICAL UTILITY SUBSTATION

9. Sketch Plan: On a separate sheet please provide a sketch plan of the property, showing existing and proposed improvements, including such features as buildings, parking, driveways, walkways, landscape and property boundaries. This may be a professionally drawn plan, or a carefully drawn plan, to scale, by the applicant. (Scale to suit, range from 1"=10' to 1"=100'.)

10. Conditional Use Authorized by: Section 14- 320(d) UTILITY SUBSTATION

11. Standards - Criteria for Conditional Use Appeal

Upon a showing that a proposed use is a conditional use under this article, a conditional use permit shall be granted unless the Board determines that:

- a. There are unique or distinctive characteristics or effects associated with the proposed conditional use;
- b. There will be an adverse impact upon the health, safety, or welfare of the public or the surrounding area;
- c. Such impact differs substantially from the impact which would normally occur from such a use in that zone.

11. **Application Fee:** A fee for must be submitted by check payable to the City of Portland in accordance with Section 14-54 of the Municipal Code (see below). The applicant also agrees to pay all costs of publication (or advertising) of the Workshop and Public Hearing notices as required for this application. Such amount will be billed to the applicant following the appearance of the advertisement.

  ✓   Conditional Use                      \$100.00

Legal Advertisements                      percent of total bill

Notices  
(workshop and public hearing)                      .55 cents each

Newspaper advertisements are required by State law and will be billed directly by the Newspaper.

12. **Signature:** The above information is true and accurate to the best of my knowledge.

  January 27, 2004    
Date of Filing

  Michael Seavey    
Signature of Applicant

  CENTRAL MAINE POWER CO.    
  PROJECT MANAGER  

**Further Information:**

Please contact the Planning Office for further information regarding the conditional use process. Applicants are encouraged to make an appointment to discuss their conditional use before filing the application.

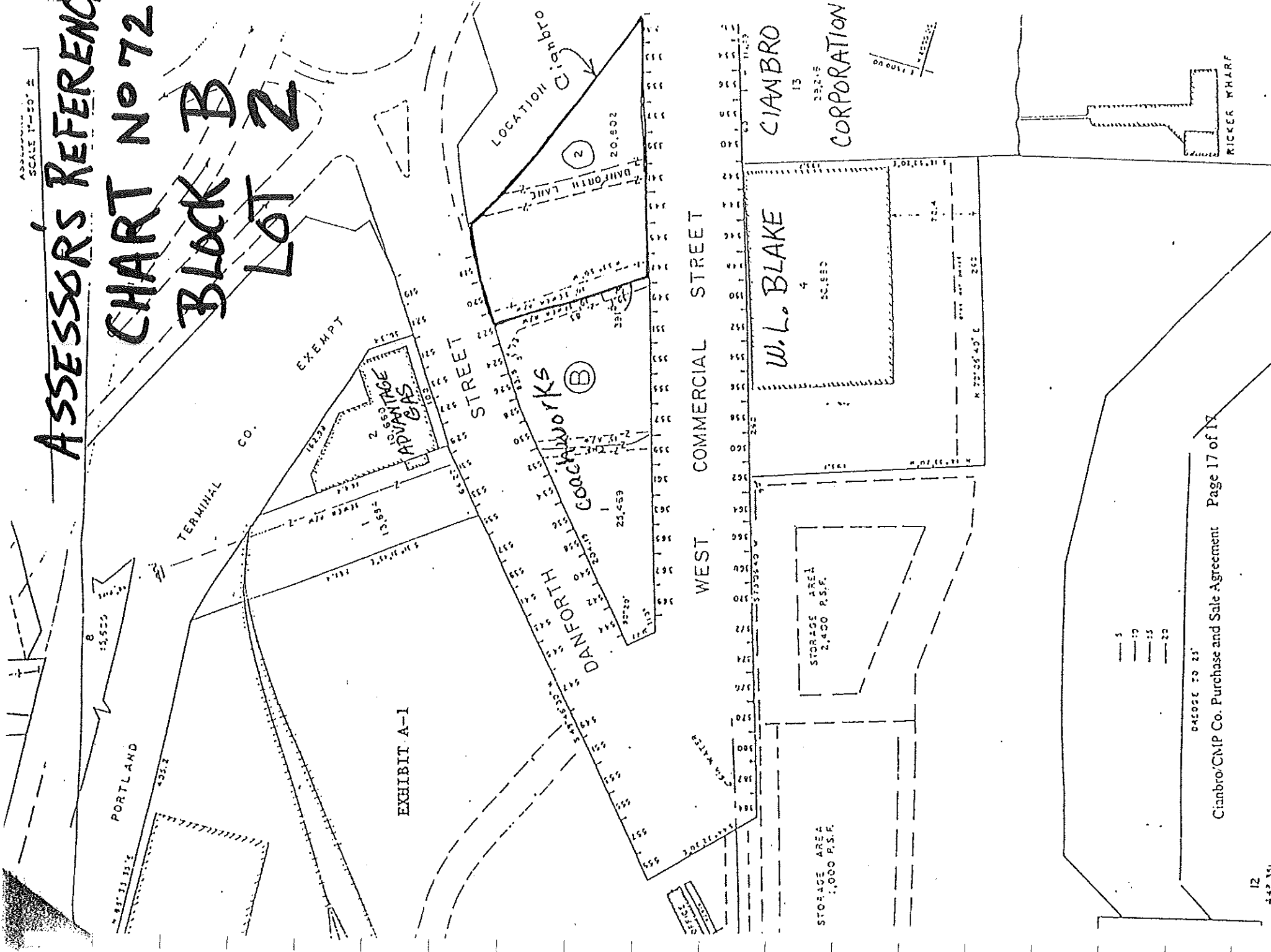
Applicants are encouraged to include a letter or narrative to accompany the conditional use application which can provide additional background or contextual information, and describe the proposed conditional use and reasons for the request in a manner that best suits the situation.

Portland Planning Board  
Portland, Maine

Effective: July 6, 1998

ASSESSORS REFERENCE  
SCALE 1"=50' ±

# ASSESSORS REFERENCE CHART NO 72 BLOCK B LOT 2



PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made this 24th day of December, 2003, by and between CIANBRO CORPORATION, a Maine corporation ("Seller"), and CENTRAL MAINE POWER COMPANY, a Maine corporation, its successors and assigns ("Purchaser").

RECITALS

- A. Seller is the owner of a certain parcel of unimproved land located on West Commercial Street in Portland, Cumberland County, Maine, and more particularly described in Section 1(a) below.
- B. Seller desires to sell and Purchaser desires to purchase such property on the terms and conditions hereinafter stated.
- C. Purchaser desires to develop and construct on such property an electrical substation facility and related improvements (the "Project").

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

- 1. Description of the Property. The property which is the subject of this Agreement is as follows:
  - (a) That parcel of land located in Portland, Cumberland County, Maine being generally shown on a portion of the City of Portland Tax Map attached hereto as Exhibit A-1 and described more particularly on Exhibit A hereto (the "Land"); and
  - (b) All rights, privileges, and easements appurtenant to the Land, including without limitation, all water rights, rights of way, roadways, utility facilities and other appurtenances used or to be used in connection with the beneficial use of the Land.

All of the property described in (a) and (b) above is hereinafter collectively referred to as the "Property".

2. Agreement to Sell and Purchase. The Seller agrees to sell and convey the Property, and the Purchaser agrees to purchase the Property, on the terms and conditions herein provided.

3. Purchase Price.

(a) Purchase Price. The Purchaser shall pay to the Seller, as the purchase price for the Property, the sum of [REDACTED] (the "Purchase Price") in the following manner:

(i) Upon execution of this Agreement by both parties, but no later than December 31, 2003, Purchaser shall deposit with Seller a deposit in the sum of [REDACTED] by certified or bank check or wire transfer. This deposit and all interest earned thereon shall be hereinafter referred to as the "Initial Deposit".

(ii) Upon execution of this Agreement by both parties, but no later than December 31, 2003, Purchaser shall make an additional deposit of [REDACTED] with the Seller by certified or bank check or wire transfer. The additional deposit, all interest earned thereon and all additions thereto shall be hereinafter referred to as the "Additional Deposit" and collectively with the Initial Deposit as the "Deposit". The Additional Deposit shall be held by Seller in accordance with the terms and conditions of this Agreement. The Deposit shall be held by Seller and invested in an interest bearing account mutually satisfactory to the parties.

(iii) At Closing (as defined in Section 6), the Deposit shall be credited against the Purchase Price.

4. Feasibility Studies.

(a) If Seller becomes aware of any surveys or title reports within its possession, Seller agrees to deliver them to Purchaser, or to make them available for inspection by Purchaser at an agreed upon reasonable time and place.

(b) Purchaser and/or its agents shall have the right to enter unto the Property at all reasonable times prior to Closing for purposes of conducting, at Purchaser's expense, surveys, engineering reports, soil borings and such other tests, investigations and/or studies as Purchaser deems necessary or desirable to evaluate the Property for the purpose of preparing and making all plans and studies necessary or appropriate for or in connection with the application process for all permits from any and all governmental bodies deemed necessary or advisable by Purchaser and for and in connection with Purchaser's proposed use of the Property for the Project (collectively, "Property Studies). Purchaser hereby indemnifies and holds Seller harmless from and against all losses, damages and claims caused by Purchaser, its agents, contractors and employees arising by reason of (A) any physical damage or personal injury directly resulting from Purchaser's conduct of such Property Studies, and (B) any mechanic's or materialmen's liens resulting from Purchaser's conduct of such Property Studies. This indemnification shall survive any termination of this Agreement.

(c) In the event that Purchaser is not fully satisfied in its sole and absolute discretion with the Property Studies, the condition of the Property and the prospects for Purchaser's acquisition and development thereof for the Project, Purchaser shall have the right to terminate this Agreement by written notice to Seller given on or before the sixtieth (60<sup>th</sup>) day following the Effective Date of this Agreement (such period shall hereinafter be referred to as the "Feasibility Study Period"), whereupon the Deposit shall be returned to Purchaser, the parties hereto shall thereafter be relieved of all further liability and/or obligation hereunder except Purchaser's indemnity obligations under Sections 4. If Purchaser does not terminate this Agreement within the time provided above, then Purchaser shall be deemed to have waived its right to terminate this Agreement under this Section 4.

5. Title to the Property: Environmental Assessment.

(a) At Closing, Seller shall convey fee simple title to the Property, marketable and insurable as such in an amount equal to the Purchase Price by such title insurance company as Purchaser may choose, at regular rates, on a form of owner's policy satisfactory to Purchaser, free and clear of any and all liens (other than as caused by Purchaser), encumbrances, leases, subleases, right of possession, occupancies, easements, rights of way, covenants, conditions, limitations, restrictions or other matters whatsoever, whether recorded or unrecorded, except for (i) any lien of real estate taxes not yet due and payable, and (ii) exceptions as to which Purchaser has not objected or has accepted in accordance with Section 5(b) hereof (collectively, "**Permitted Exceptions**").

(b) Promptly after the Effective Date hereof, Purchaser may, at its option, obtain a preliminary title commitment (the "**Title Report**") and/or a boundary survey (the "**Survey**") covering the Property at Purchaser's expense. Purchaser shall, on or before the expiration of the Feasibility Study Period, accept the title to date of search as reflected on the Title Report or give written notice to Seller of any defects, liens, encumbrances or other matters in Seller's title to the Property disclosed by the Title Report or the Survey which are not acceptable to Purchaser ("**Purchaser's Title Notice**"). In the event Seller fails to cure any such defects or other matters within thirty (30) days of the date of receipt of Purchaser's Title Notice, or if Seller notifies Purchaser within five (5) business days following Seller's receipt of Purchaser's Title Notice that it will not be able to cure the defects or matters, Purchaser may, at its option, by notice to Seller either (i) waive such defects or matters and accept the status of title as reflected in the Title Report, notwithstanding such defects or matters, or (ii) terminate this Agreement, whereupon the Deposit shall be paid to Purchaser and the parties hereto shall thereafter be relieved of all further liability and/or obligation hereunder. If Purchaser does not (I) send to Seller Purchaser's Title Notice on or before the expiration of the Feasibility Study Period, or (II) having given Purchaser's Title Notice, give such notice of election of (i) or (ii) within sixty (60) days after the expiration of the Feasibility Study Period, Purchaser shall be deemed to have accepted title as reflected in the Title Report

as marketable. The same procedure and options shall apply to any exceptions which arise after the effective date of the Title Report and prior to Closing.

(c) Purchaser may at its option also obtain, at Purchaser's expense, an environmental assessment covering the Property. Purchaser shall, at any time prior to Closing, give written notice to Seller of any matter disclosed by such environmental assessment which Purchaser determines to be unacceptable. In the event that Seller fails to cure or correct such unacceptable environmental condition on or before Closing, Purchaser may (i) terminate this Agreement, whereupon the Deposit shall be paid to Purchaser and the parties hereto shall thereafter be relieved of all further liability and/or obligation hereunder or (ii) withdraw its objection and proceed to Closing notwithstanding such unacceptable environmental condition.

(d) Seller shall not cause the status of title to, or the environmental condition of, the Property to be modified in any way subsequent to the date of this Agreement without the prior written consent of the Purchaser.

6. Closing. Closing of the transactions described herein ("Closing") shall occur at the offices of Purchaser's attorney in Portland, Maine or at such other place as the parties shall mutually agree upon in writing on the earlier to occur of: (i) the satisfaction (or waiver in writing by Purchaser) of all conditions precedent to Purchaser's obligation to proceed to Closing set forth in Section 9, or (ii) June 30, 2004.

7. Conveyance; Adjustments.

(a) The following documents with reference to the Property shall be executed by Seller and/or delivered to Purchaser at Closing:

(i) A quitclaim deed with warranty covenant in recordable form conveying fee simple title to the Property, free and clear of all liens, encumbrances or defects except the Permitted Exceptions, to Purchaser or its assign (the "Deed");



(ii) An assignment of any contract rights associated with the Property desired to be acquired by Purchaser;

(iii) An affidavit prepared by or acceptable to the title company issuing the title policy to Purchaser for execution by Seller stating under the penalties of perjury that Seller is not a "foreign person" as that term is defined under Section 1445 of the Internal Revenue Code of 1954, as amended;

(iv) Such other certificates, agreements and other documents as may be reasonably requested by Purchaser in order to permit the title company insuring title to the Property to issue a title policy reflecting that Purchaser holds good and marketable title to the Property, subject only to the Permitted Exceptions; and

(v) All other documents reasonably necessary or appropriate to effectuate the purposes of this Agreement.

(b) Purchaser and Seller shall each pay the real estate transfer tax imposed on it by law.

(c) The risk of loss or damage to the Property by fire or other casualty shall remain on Seller until the Deed is delivered by Seller at Closing. Seller agrees to keep in place whatever public liability insurance with respect to the Property that it has now until Closing. In the event any portion of the Property is condemned by any governmental authority under its power of eminent domain, or is the subject of any notice of condemnation, Purchaser may elect to terminate this Agreement, whereupon the Deposit shall be paid to Purchaser and the parties shall have no further liability to each other hereunder, or Purchaser may elect to complete settlement hereunder, in which event Seller shall assign to Purchaser at settlement all of Seller's right, title and interest in and to any condemnation awards, whether pending or already paid.

(d) Pro rata adjustments on a per diem basis (unless otherwise provided) shall be made between Purchaser and Seller as of the date of Closing with respect to utility charges which shall be paid through the date of Closing by Seller and real estate taxes;

8. Default.

(a) By Purchaser.

(i) If Purchaser fails to comply with any requirement or obligation set forth in this Agreement, including the failure to make any payment required at any Closing, and Seller is not then in default under this Agreement, then Seller shall give Purchaser written notice of such noncompliance, and the failure of Purchaser to correct or cure such noncompliance within ten (10) days after Seller has given Purchaser written notice of such noncompliance shall constitute a default hereunder (a "Purchaser Default").

(ii) Upon the occurrence of a Purchaser Default, Seller's sole remedy shall be restricted to terminating this Agreement and obtaining and retaining the Initial Deposit, as full and complete liquidated damages, the parties having determined that the ascertainment of actual damages would be difficult to determine, and any Additional Deposit shall be paid to Purchaser and Purchaser and Seller shall thereafter have no further liability and/or obligation hereunder; provided, however, that Purchaser shall remain responsible for its indemnity obligations. Without limiting the foregoing, in the event of a Purchaser Default (subject to the foregoing excepted obligations), Seller shall have no right to seek any equitable remedy, including, without limitation, specific performance of this Agreement.

(b) By Seller.

(i) If Seller fails to comply with any requirement or obligation to deliver documents as set forth in Section 7(a), violates the provision of Section 5(d), or breaches any representation, warranty or covenant under Section 10 hereof, and Purchaser is not then in default under this Agreement, then Purchaser shall give Seller written notice of such noncompliance, and the failure of

Seller to correct or cure such noncompliance within ten (10) days after Purchaser has given Seller written notice of such noncompliance shall constitute a default hereunder (a "Seller Default").

(ii) Upon the occurrence of a Seller Default, Purchaser shall be entitled to either (A) terminate this Agreement, whereupon the Seller shall pay the Deposit to Purchaser, and Seller shall be liable to Purchaser for all of Purchaser's damages and losses relating to the Seller Default, or (B) pursue an action for specific performance of Seller's obligations hereunder and if permitted for any damages caused by the delay in conveyance.

9. Purchaser's Conditions Precedent to Closing. The following conditions shall exist at the time of Closing hereunder, and the obligation of Purchaser to purchase the Property pursuant to the terms of this Agreement shall be conditioned only upon and subject to the satisfaction of (or waiver in writing by Purchaser) of each such condition:

(a) This Agreement shall not have been terminated by Purchaser during the Feasibility Study Period as provided in Section 4 and the status of title to the Property shall be as set forth in Section 5.

(b) No part of the Property shall have been acquired, or shall be about to be acquired, by authority of any governmental agency in the exercise of its power of eminent domain or by private purchase in lieu thereof.

(c) All written notices of violations of governmental orders or requirements noted or issued by any public authority having jurisdiction, and any action in any court against or affecting the Property that would interfere with Purchaser proceeding with its intended development of the Property, shall have been complied with by Seller and the Property shall be free and clear thereof.

(d) Seller shall not be in breach of its representations and warranties as set forth in Section 10 hereof. All representations and warranties of Seller shall be true and correct as of the date of Closing.

(e) Seller shall have performed and complied with all of the covenants and conditions required by this Agreement to be performed or complied with at or prior to Closing.

(f) Purchaser shall have obtained the Project Approvals (as defined in Section 11).

If any of the foregoing conditions are not fully satisfied as of Closing, Purchaser may, at its option, either (A) waive such unsatisfied condition precedent and proceed to Closing; (B) terminate this Agreement, whereupon the Deposit shall be paid to Purchaser, and except in the case of a Seller Default or a Purchaser Default the parties hereto shall thereafter be relieved of all further obligation and/or liability hereunder other than Purchaser's indemnity obligations under Sections 4 and Purchaser's obligation to deliver to Seller certain documents described in Section 5; or (C) extend the date of Closing one or more times for up to one hundred eighty (180) days in the aggregate. In the event that Purchaser chooses option (C) above and all conditions precedent to Purchaser's obligations are not satisfied to Purchaser's satisfaction (or waived in writing by Purchaser) within such additional period, Purchaser shall have the option to (Y) waive such unsatisfied condition(s) precedent and proceed to Closing, or (Z) terminate this Agreement, whereupon the Deposit shall be paid to Purchaser, and the parties hereto shall thereafter be relieved of all further liability and/or obligation hereunder other than Purchaser's indemnity obligations under Sections 4.

10. Representations, Warranties, Covenants.

(a) The Seller hereby warrants, represents and/or covenants, as applicable, to Purchaser as follows:

(i) To the Seller's knowledge, there are no matters not of record that have the effect of Seller not now holding and at Closing holding good indefeasible, fee simple, marketable title to the Property subject only to the Permitted Exceptions.

(ii) Seller has the power to enter into this Agreement and to sell the Property in accordance with the terms and conditions of this Agreement, and to the best of Seller's knowledge no other party has any ownership or other interest therein or rights to consent to the terms of this Agreement.

(iii) Neither Seller nor any related entity shall, while this Agreement is in effect, enter into any other option or contract of sale or execute any deeds, declarations, preferences, conditions, restrictions, zoning proffers, covenants, easements, or rights-of-way materially adversely affecting the Property or otherwise convey or encumber, or do anything to permit any lien or encumbrance upon the Property (other than the Permitted Exceptions), or any interest therein, without the prior written consent of the Purchaser.

(iv) To the knowledge of the Seller, there is no litigation or proceeding of any type pending, or threatened against or relating to the Property or to the Seller's ability to sell the Property.

(v) This Agreement and all documents executed by the Seller which are to be delivered to Purchaser at Closing are or at the time of Closing will be duly authorized, executed, and delivered by Seller, and are or at the time of Closing will be legal, valid, and binding obligations of Seller.

(vi) To Seller's knowledge, this Agreement does not violate the terms of any other contract or agreement to which Seller is a party.

(vii) To Seller's knowledge, the execution of this Agreement will not violate any law, rule, regulation, court order, contract, agreement, commitment or obligation by which the Property or Seller is affected or to which Seller is a party.

(viii) Other than for office trailers that will be removed from the Property by Seller by the Closing when required by Purchaser to permit it to proceed with the Project, the Property is vacant; there are no leases, tenancies or occupancy agreements affecting all or any portion of the Property, and no party other than Seller has any right or claim to possession of all or any portion of the Property and, as of the date of Closing, there shall be no leases, tenancies or occupancy agreements affecting all or any portion of the Property.

(ix) No representation, warranty or covenant by Seller in this Agreement contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact necessary to make the statements therein not misleading. The representations and warranties made herein in subsections (ii), (iii), (v), and (viii) shall be true and correct at the time of Closing, and all exhibits attached hereto are fully accurate, true and complete to the best of Seller's knowledge and belief. If Seller obtains knowledge that any of its representations and warranties set forth in this Section 10(a) are untrue or become untrue or incorrect in any respect, Seller shall promptly notify Purchaser in writing of same.

(b) The Purchaser hereby warrants, represents and/or covenants, as applicable, to Seller as follows:

(i) This Agreement and all documents executed by the Purchaser which are to be delivered to Seller at Closing are or at the time of Closing will be duly authorized, executed, and delivered by Purchaser, and are or at the time of Closing will be legal, valid, and binding obligations of Purchaser.

(ii) To Purchaser's knowledge there is no litigation or proceeding of any type pending, or to the knowledge of the Purchaser, threatened against or relating to the Purchaser's ability to purchase the Property. The Purchaser knows of no reasonable grounds or any basis for any such action.

11. Government Applications. As of the date hereof, Purchaser shall have the right to make application to federal, state, local and private agencies to obtain such approvals, permits, or variances as may be necessary to develop, own and operate the Property as contemplated, including, but not limited to, approvals by the Maine Public Utility Commission and site plan approval by the City of Portland (collectively, the "Project Approvals"). Seller agrees to cooperate with Purchaser in the processing of such applications, executing applications when required.

12. Brokerage. The Seller recognizes that Purchaser is a licensed Maine Real Estate Agent. Purchaser and Seller each represent and warrant to the other that no agent, broker or finder has acted for it in connection with this Agreement and the sale of the Property. Each party (a "Brokerage Indemnitor") agrees to indemnify the other party (a "Brokerage Indemnitee") from and against any and all claims, liabilities, suits, damages, causes of action, judgments, verdicts, exposures (including reasonable attorneys' fees) or costs arising from any claim against a Brokerage Indemnitee by any broker, agent, salesperson or other representative for any fees or commissions arising by reason of any action on the part of a Brokerage Indemnitor.

13. Enforcement. In the event either party hereto fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees.

14. Further Assistance. The Seller and Purchaser agree to execute such additional documents and to furnish such additional data as may be reasonably necessary to consummate the transactions provided for in this Agreement.

15. Effective Date. The Agreement shall become effective and shall be binding upon Purchaser only after it has been executed by both parties and a fully executed copy delivered to Purchaser and Seller by facsimile transmission or otherwise.

16. Notices. All notices, demands and communications permitted or required to be given hereunder shall be in writing, and, if mailed registered or certified United States mail, return receipt requested, first class postage prepaid, shall be deemed given on the earlier to occur of two (2) days after the date of mailing thereof or the date of actual receipt; all other notices not so mailed shall be deemed given on the date of actual receipt. Notices shall be addressed to Seller or Purchaser, as the case may be, at the address or facsimile number shown below or to such other address or facsimile number as either

party shall notify the other in accordance with the provisions hereof. Actual receipt for purposes of notice given by facsimile shall be when the notice is transmitted to the party's facsimile number specified below and confirmation of receipt is received by the transmitting party during normal business hours or on the next business day if not confirmed during normal business hours (normal business hours deemed to end at 5:00 p.m., Monday through Friday, except legal holidays):

If to Seller:

Cianbro Corporation  
Hunnewell Square  
Pittsfield, ME 04967  
Attn: Thomas E. Stone  
CFO and Treasurer  
FAX: 207-679-2463

If to Purchaser:

Central Maine Power Company  
83 Edison Drive  
Augusta, ME 04336  
Attn: Kenneth Freye  
Manager Real Estate Services  
FAX: 207-626-9503

With a copy to:

Robert E. Stevens  
Curtis Thaxter Stevens Broder & Micolean LLC  
One Canal Plaza  
PO Box 7320  
Portland, ME 04112-7320  
FAX: 775-0612

17. Assignment. This Agreement may not be assigned by either party without the other party's prior written consent; provided, however, that Purchaser may, without the prior consent of Seller, written or otherwise, assign this Agreement to any corporate affiliate of Purchaser (a "Corporation").
18. Miscellaneous Provisions. This Agreement contains the entire agreement between the parties hereto and is intended to be an integration of all prior or contemporaneous agreements, conditions or undertakings between the parties hereto; there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between and among the parties hereto other than as herein set forth. No change or modification of this Agreement shall be valid unless the



same is in writing and signed by Seller and Purchaser. No purported or alleged waiver of any of the provisions of this Agreement shall be valid or effective unless in writing signed by the party against whom it is sought to be enforced. This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective estates, legal representatives, successors and assigns. The representations, warranties and covenants of the parties hereto shall be merged into the Deed. Wherever herein reference is made to "days", the same shall mean "calendar days". Wherever in this Agreement a time period shall end on a day which is a Saturday, Sunday or legal holiday, said time period shall automatically extend to the next date which is not a Saturday, Sunday, or legal holiday. If any provision of this Agreement or the application thereof to any person or circumstance shall be held violative of any applicable laws or unenforceable, for any reason, the invalidity or unenforceability of this or any such provision shall not invalidate or render unenforceable any other provision hereof, which shall remain in full force and effect. Except as set forth above, this Agreement may not be assigned by either party without the other party's prior written consent. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine. This Agreement may be executed in counterparts. Time is of the essence. Representations, warranties and covenants set forth herein shall survive Closing.

IN WITNESS WHEREOF, and intending to be legally bound, the undersigned parties have duly executed this Agreement under seal on the dates indicated above their respective signatures.

WITNESS:

PURCHASER:

December 24, 2003

CENTRAL MAINE POWER COMPANY

Susan Sidelinger  
Susan Sidelinger  
Printed Name:

By:

Stephen G. Robinson

Name: Stephen G. Robinson

Its Vice President of Electric Technical Services

DEC-24-03 WED 11:06 AM CIANBRO EXECUTIVE

FAX NO. 2074873861

P. 02

*H. Hanni Baum*

SELLER:

December 24, 2003

CIANBRO CORPORATION

By:

*Thomas E. Stone*

Name: Thomas E. Stone  
Its CFO and Treasurer

CHARN11952.0MP Cianbro Pfd.soldPurchase and Sale Agreement 12-23-03.DOC

EXHIBIT A

DESCRIPTION OF THE PROPERTY

Property described in the following deeds:

1. Bernstein & Jacobson (Receiver's Deed) to Cianbro - dated 12/22/71 - Book 3207/Pg 802
2. Bernsetein & Jacobson (Receiver's Deed) to Ciabnro - dated 12/22/71 - Book 3207/Pg 806
3. Nellie Jacobson (Warranty Deed) to Cianbro - dated 1/13/72 - Book 3209/Pg 218
4. James O. Cobb (Warranty Deed) to Cianbro - dated 7/1/74 - Book 3567/Pg 293

N<sup>o</sup> 72

PORTLAND

TERMINAL CO.

EXEMPT

EXHIBIT A-1

STREET

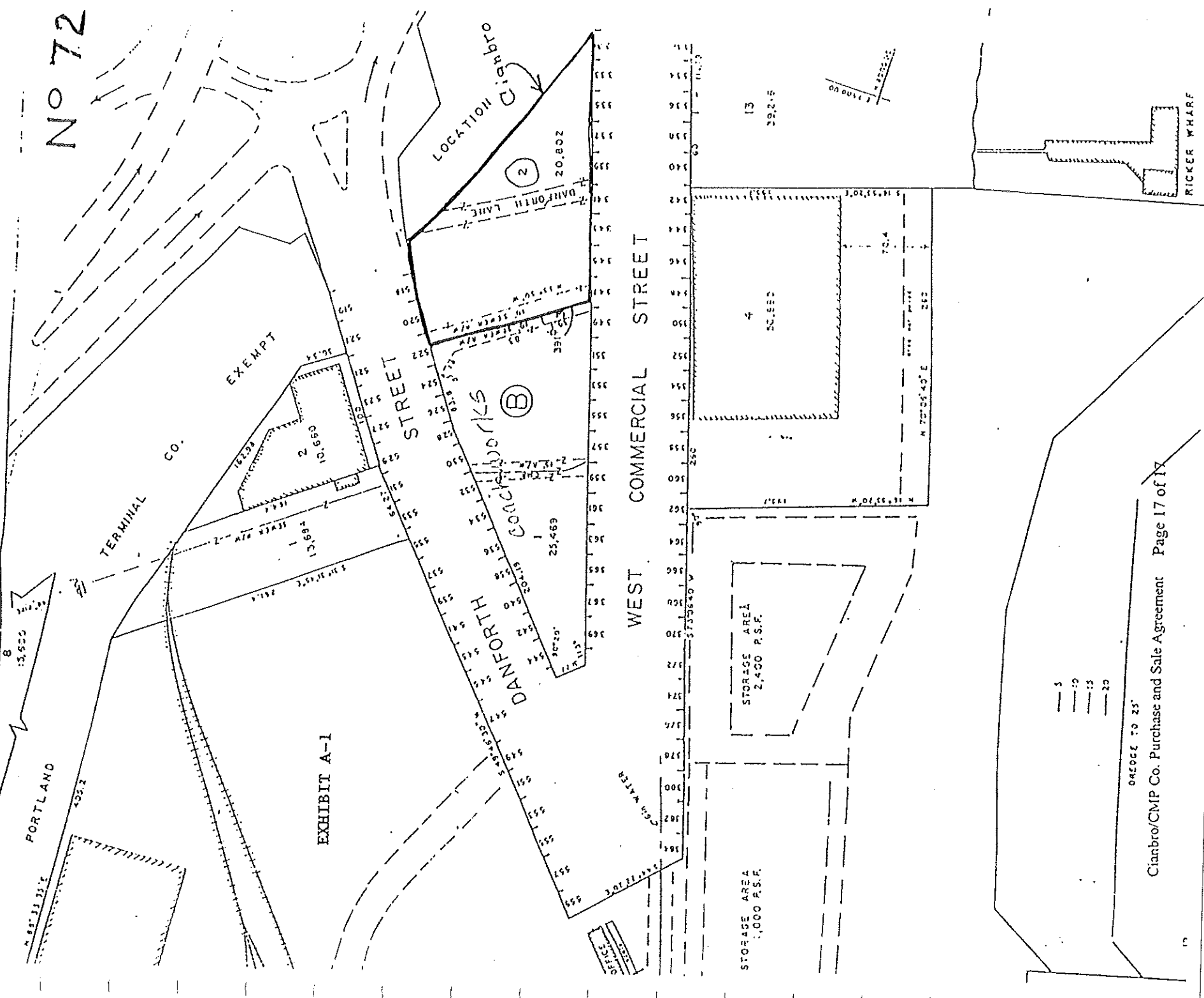
DANFORTH  
COCKPITS (B)

LOCATION C  
Cianbro

WEST COMMERCIAL STREET

CANAL WATER

OFFICE



RICKER WHARF



Central Maine Power

January 28, 2004

William Needelman, Planner  
Planning and Development Department  
City of Portland  
389 Congress Street  
Portland, ME 04101

Re: Central Maine Power application for Site Plan approval and Conditional Use approval for an electrical substation at 328 West Commercial Street, Portland.

Dear Mr. Needelman:

CMP is seeking Site Plan and Conditional Use approval to build an electrical substation at 328 West Commercial Street (Chart 72, Block B, Lot 2) to address immediate and significant growth-related reliability issues in the commercial center of Portland. The attached Site Plan Application and Conditional Use Application provide a narrative description of the project, project plans, and documentation as required by the City's ordinances.

We appreciate the guidance we received in our meeting with the City's SWOT team, and we have worked hard to address the staff's concerns and comments in this application. We especially appreciate the City's sensitivity to the difficult time line imposed on this project by its proximity to the Portland Connector Project. The proposed substation site is near the Veteran's Circle, where major reconstruction for the Connector will begin on March 1 of this year. CMP needs to coordinate its site plan design and schedule with the larger project, including the integration of our off-site cable connections and 12 kV duct bank construction with the Connector Project's March construction schedule.

The Fore River substation and the Portland Connector are critical infrastructure for the Portland's continued growth, and it is imperative that we coordinate their construction. CMP appreciates the City's accommodations as a late-arriving complication in the Connector project, and we are doing our best to keep in step with your schedule.

An equal opportunity employer

53 Anthony Avenue | Augusta, ME 04330  
tel (207) 626-9600 | fax (207) 626-9608

[www.cmpco.com](http://www.cmpco.com)



An Energy East Company

2/4/04

### **Project Summary**

The Fore River Substation Project is Central Maine Power's first major new substation to serve the Portland peninsula since the early 1970's. Three decades of new construction, building rehabilitation, and changes in consumer demand for reliability and power quality have created a need for new investment in the City's electrical infrastructure. This project will substantially reduce the risk of electrical outages from system overloading and provide much needed new capacity as the city grows.

The proposed substation will tap into an existing, underground and submarine 115 kV transmission cable (designated Section 275) that interconnects the Cape substation in South Portland with the Sewall Street substation. This new substation will bring a 115 kV source to the area along the waterfront and in-town area. CMP will shift electrical loads from the Forest Avenue, Union Street, and Sewall Street substations onto new distribution circuits fed from the new Fore River substation. This will provide sufficient electrical capacity at the existing substations to serve the peninsular area customers safely and reliably.

The first phase of the project will begin in March 2004 with the installation of the distribution duct network throughout the Portland Connector work area. Construction on the substation site is scheduled to start in September 2004 for completion by late spring 2005.

### **CMP System Description and Electrical Demand Summary**

CMP's substations at Forest Avenue, Union Street, and Sewall Street serve the city's in-town distribution circuits. The substations are supplied by a network of 34.5 kV underground electric cables that form a loop to the company's 115 kV transmission lines at Sewall Street and at the Cape Station on the South Portland waterfront. When first installed, the system had reserve capacity to keep the system operating in the event of an isolated failure and extra capacity for growth. However, increased demand has eroded that safety margin for current loads, and the system doesn't have the capacity to serve future developments already proposed for the in-town area. Overloading the substations or cable system could lead to outages for Portland homes and businesses.

Based on historical data, the electrical demand for the area served by the Sewall Street, Forest Avenue, and Union Street substations grew an average of 3.0 percent per year from 1979 to 2003. In the period from 1999 to 2003, the growth rate surged to 3.9 percent per year as new developments came on line. In the past three years alone, thirty large projects have added nearly 13,000 kilowatts (kW) of load on in-town circuits. These include new construction, building renovations, and facility improvements. In addition, current projects could add as much as 2,000 kW within the year, and future projects expected over the next four years could add as much as another 13,000 kW of new load.

William Needelman, Planner  
Planning and Development Department  
Page 3 of 3

CMP must meet the present and future electrical demand on the Portland peninsula without compromise to safety, reliability, power quality, or delay to present and future customers. We have been working diligently to provide for the community's needs, and appreciate the City's prompt attention to our application. We look forward to meeting with the Planning Board on February 24<sup>th</sup>, but in the meantime, please contact me with any questions or comments.

Sincerely,



Michael Seavey  
Project Manager

Enc.

City of Portland Site Plan Application  
City of Portland Condition Use Application

TABLE OF CONTENTS

Site Plan Application

Fore River Electrical Substation Site Plan Application Information

Appendix 1 – Elevation View and Details of Substation Equipment

Appendix 2 – Stormwater Management Report

Appendix 3 – Central Maine Power Financial Information

Appendix 4 – Purchase and Sales Agreement

Appendix 5 – Sidewalk Waiver

Appendix 6 – Supplemental Information

Attached Plans:

Standard Boundary Survey by Titcomb Associates, dated January 2004

Existing Conditions Survey by Titcomb Associates, dated January 2004

Fore River Substation Grading and Drainage, and Site and Utility Layout Plans by the Louis Berger Group

12kv Duct Bank Plans, West Commercial to Casco Bay Bridge, and Connector Road to Valley Street and St. John Street.





# City of Portland Site Plan Application

If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Address of Proposed Development: <b>328 WEST COMMERCIAL STREET Zone: WPDZ</b>	
Total Square Footage of Proposed Structure: <div style="font-size: 2em; text-align: center;">4,000</div>	Square Footage of Lot: <div style="font-size: 2em; text-align: center;">23,755</div>
Tax Assessor's Chart, Block & Lot: Chart# <b>772</b> Block# <b>B</b> Lot# <b>2</b>	Property owner's mailing address: <b>CIAN BRO CORPORATION          328 W. COMMERCIAL ST.          PORTLAND, ME 04102</b>
Consultant/Agent, mailing address, phone # & contact person: <b>THE LOUIS BERGER GROUP          1001 ELM STREET, SUITE 300          MANCHESTER, NH 03101          RICHARD STEWART 603-644-5200          EXT. 394</b>	Applicant's name, mailing address, telephone #/Fax#/Pager#: <b>CENTRAL MAINE POWER CO.          83 EDISON DRIVE          AUGUSTA, ME 04336          MICHAEL SEAVEY          207-621-4478</b>
Proposed Development (check all that apply) <input type="checkbox"/> New Building <input type="checkbox"/> Building Addition <input type="checkbox"/> Change of Use <input type="checkbox"/> Residential <input type="checkbox"/> Office <input type="checkbox"/> Retail <input type="checkbox"/> Manufacturing <input type="checkbox"/> Warehouse/Distribution <input type="checkbox"/> Parking lot <input type="checkbox"/> Subdivision (\$500.00) + amount of lots _____ (\$25.00 per lot) \$ _____ <input type="checkbox"/> Site Location of Development (\$3,000.00) (except for residential projects which shall be \$200.00 per lot) <input type="checkbox"/> Traffic Movement (\$1,000.00) <input type="checkbox"/> Stormwater Quality (\$250.00) <input checked="" type="checkbox"/> Other <b>ELECTRICAL UTILITY SUBSTATION</b>	
Major Development (more than 10,000 sq. ft.) <input type="checkbox"/> Under 50,000 sq. ft. (\$500.00) <input type="checkbox"/> 50,000 - 100,000 sq. ft. (\$1,000.00) <input type="checkbox"/> Parking Lots over 100 spaces (\$1,000.00) <input type="checkbox"/> 100,000 - 200,000 sq. ft. (\$2,000.00) <input type="checkbox"/> 200,000 - 300,000 sq. ft. (\$3,000.00) <input type="checkbox"/> Over 300,000 sq. ft. (\$5,000.00) <input type="checkbox"/> After-the-fact Review (\$1,000.00 + applicable application fee)  Minor Site Plan Review <input checked="" type="checkbox"/> Less than 10,000 sq. ft. (\$400.00) <input type="checkbox"/> After-the-fact Review (\$1,000.00 + applicable application fee)  Plan Amendments <input type="checkbox"/> Planning Staff Review (\$250.00) <input type="checkbox"/> Planning Board Review (\$500.00)  <div style="text-align: right;">- Please see next page -</div>	

Who billing will be sent to: (Company, Contact Person, Address, Phone #)  
CENTRAL MAINE POWER  
MICHAEL SEAVEY  
53 ANTHONY AVENUE  
AUGUSTA, ME 04330  
PHONE  
621-4478

Submittals shall include (9) separate folded packets of the following:

- a. copy of application
- b. cover letter stating the nature of the project
- c. site plan containing the information found in the attached sample plans check list

Amendment to Plans: Amendment applications should include 6 separate packets of the above (a, b, & c)  
**ALL PLANS MUST BE FOLDED NEATLY AND IN PACKET FORM**

Section 14-522 of the Zoning Ordinance outlines the process; copies are available at the counter at .50 per page (8.5 x11) you may also visit the web site: [portlandlms.us](http://portlandlms.us) chapter 14

*I hereby certify that I am the Owner of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.*

Signature of applicant: Michael Seavey Date: January 27, 2004

This application is for site review ONLY, a building Permit application and associated fees will be required prior to construction.

## Development in Portland

The City of Portland has instituted the following fees to recover the costs of reviewing development proposals under the Site Plan and Subdivision ordinances: application fee; engineering fee; and inspection fee. Performance and defect guarantees are also required by ordinance to cover all site work proposed.

The Application Fee covers general planning and administrative processing costs, and is paid at the time of application.

The Planning Division is required to send notices to neighbors upon receipt of an application and prior to public meetings. The applicant will be billed for mailing and advertisement costs. Applicants for development will be charged an Engineering Review Fee. This fee is charged by the Planning Division for review of on-site improvements of a civil engineering nature, such as storm water management as well as the engineering analysis of related improvements within the public right-of-way, such as public streets and utility connections, as assessed by the Department of Public Works. The Engineering Review fee must be paid before a building permit can be issued. Monthly invoices are sent out by the Planning Division on a monthly basis to cover engineering costs.

A Performance Guarantee will be required following approval of development plans. This guarantee covers all required improvements within the public right-of-way, plus certain site improvements such as landscaping, paving, and drainage improvements. The Planning Division will provide a cost estimate form for figuring the amount of the performance guarantee, as well as sample form letters to be filled out by a financial institution.

An Inspection Fee must also be submitted to cover inspections to ensure that sites are developed in accordance with the approved plan. The inspection fee is 2.0% of the performance guarantee amount, or as assessed by the planning or public works engineer. The minimum inspection fee is \$300 for development, unless no site improvements are proposed. Public Works inspectors work within the City right-of-way and Planning inspects work within the site including pipe-laying and connections. (The contractor must work with inspectors to coordinate timely inspections, and should provide adequate notice before inspections, especially in the case of final inspection.)

Upon completion of a development project, the performance guarantee is released, and a Defect Guarantee in the amount of 10% of the performance guarantee must be provided. The Defect Guarantee will be released after a year.

Other reimbursements to the City include actual or apportioned costs for advertising and mailed notices. All fees shall be paid prior to the issuance of any building permit.

For more information on the fees or review process, please call the Planning Division at 874-8719 or 874-8721.

Fore River Electrical Substation Site Plan Application Information

Ordinance Section 14-525 (1)(a,b,c,d) – Boundary Survey

Refer to Standard Boundary Survey by Titcomb Associates, dated January 2004 (see attached plans).

Ordinance Section 14-525 (1)(e) – Existing Conditions Plan

Refer to Existing Conditions Survey by Titcomb Associates, dated January 2004 (see attached plans).

Ordinance Section 14-525 (2)(a through g, and k) – Site Plans

Refer to the Fore River Substation Grading and Drainage, and the Site and Utility Layout Plans by the Louis Berger Group (see attached plans). There are no formal parking spaces delineated on the plan, however, paved space is provided for temporary parking by maintenance vehicles.

Ordinance Section 14-525 (2)(h) – Landscape

The I-295 Connector project is currently engaged in the landscape design in collaboration with the City of Portland. Upon conclusion of this effort, it may or may not be necessary to enhance this design in the area of the CMP substation, to be determined by the City Planners.

Ordinance Section 14-525 (2)(i) – Location and dimensions of fencing

The Fore River Substation will have a perimeter metallic fence for safety and security.

Ordinance Section 14-525 (2)(i) – Lighting

Refer to the Fore River Substation Site and Utility Layout Plan by the Louis Berger Group (see attached plan).

Ordinance Section 14-525 (2)(l) – Wetlands

There are no wetlands on the site.

Ordinance Section 14-525 (2)(m and n) – Test Borings and Erosion Control Measures

Refer to the Fore River Substation Grading and Drainage, and Site and Utility Layout Plans by the Louis Berger Group (see attached plans).

Ordinance Section 14-525 (2)(o) – On-site Storage

There will be no on-site storage containers.

Ordinance Section 14-525 (3) (c) – Name and address of owner of the parcel:

Central Maine Power Company

Ordinance Section 14-525 (3) (c) – Name and address of owner of the parcel:

Central Maine Power Company  
83 Edison Drive  
Augusta, ME 04336

The estimated cost of the development is \$5,700,000.

Ordinance Section 14-525 (3) (c) (1) – Description of the proposed use

The proposed Fore River Substation consists of constructing a new substation on the Cianbro parcel located at 328 West Commercial Street. The substation would be constructed from tapping into the existing 115kv underground transmission Section 275 that extends from Cape Substation to Sewall Street Substation. The substation would provide transformation to 12kv for local distribution circuits (see Appendix 1 and attached plans for elevation view equipment details and site layout). For informational purposes, plans are also attached that show the new 12kv duct banks that are proposed to be built from the Fore River Substation along West Commercial Street to the Casco Bay Bridge, and along the proposed Connector Road to Valley Street and St. John Street. Additional features of the Substation include:

- Transmission Section 275 would be split and protected by two (2) circuit breakers (part of the Gas-Insulated Substation)
- The substation 115kV bus would serve two (2) additional 115kV circuit breakers that would feed two (2) 115/12kV, 22.4MVA transformers. (part of Gas-Insulated Substation)
- The two (2) power transformers would serve a 12kV metalclad switchgear unit with attached control house.
- The metalclad switchgear unit would have two (2) 12kV transformer low side circuit breakers that would serve two (2) 12kV buses with associated bus tie circuit breaker.
- The 12kV buses would serve a total of six (6) 12kV distribution circuits with associated circuit breakers.

Ordinance Section 14-525 (3) (c) (2) – Total land area and proposed structures:

The substation area is estimated to be 12,466 square feet.

The access area into the substation is estimated to be 3,130 square feet.

The total construction area is estimated to be 20,000 square feet.

The Cianbro parcel lot area is 23,755 square feet.

Ordinance Section 14-525 (3) (c) (3) – Existing and proposed easements:

There are two existing easements to the Portland Water District on the westerly edge of the property. See the attached Standard Boundary Survey, by Titcomb Associates.

Ordinance Section 14-525 (c)(4) – Solid Wastes

This electrical substation will not generate any solid wastes in the course of normal operations and maintenance. Any incidental waste materials generated during maintenance (such as rags) will be removed from the site by CMP Substation Maintenance personnel and properly disposed of off-site.

Ordinance Section 14-525 (3) (c) (5) – Facilities from West Commercial Street:

The Fore River Substation will have vehicle access, phone service and a station service electrical feed all from West Commercial Street. These facilities will be similar to what exist today for the Cianbro Construction Trailers.

Ordinance Section 14-525 (3) (c) (6) – Stormwater Management Plan

See Appendix 2 for the Stormwater Management Plan.

Ordinance Section 14-525 (3) (c) (7)

SCHEDULE -

ENGINEERING

preliminary engineering and scoping 12-15-03 to 3-1-04  
12kv dist duct bank engineering 1-1-04 to 1-30-04  
12 kv circuit design 1-1-04 to 3-1-04  
substation equipment RFQ development 1-1-04 to 3-1-04  
substation civil structural engineering 4-1-04 to 7-1-04  
substation electrical engineering 3-1-04 to 9-1-04

PROCUREMENT

substation equipment 3-1-04 to 3-1-05  
12kv cable mfg 3-1-04 to 7-1-04

CONSTRUCTION

12kv duct construction 3-1-04 to 12-1-04  
substation civil structural construction 9-1-04 to 12-1-04  
12kv cable installation 10-1-04 to 12-15-04  
substation gear erection 3-1-05 to 4-15-05  
substation power & control interconnects 4-15-05 to 6-1-05  
11.5 kv tie in 6-1-05 to 6-15-05

Refer also to the Fore River Substation Grading and Drainage Plan by the Louis Berger Group (see attached plan).

Ordinance Section 14-525 (c) (8) – Regulatory Approvals

Based on the location and nature of this development, no other state or Federal approvals are required for this substation. The substation is not close enough to a protected natural resource (i.e., the Fore River) to require a Natural Resources Protection Act (NRPA) permit from the Maine Department of Environmental Protection (MDEP). The development is not large enough to require approval under MDEP’s Site Location of Development Act. Finally, the project does not entail filling or dredging in a wetland, therefore no approval is required from the U.S. Army Corps of Engineers.

Ordinance Section 14-525 (c) (9) – Financial and Technical Capacity

Attached (see Appendix 3) is Form 10-K stating the financials for Central Maine Power Company.

Substation Design:

Electrical Engineering - Central Maine Power Company, Augusta, ME

Civil and Structural Engineering - The Louis Berger Group, Manchester, NH

Substation Construction:

Cianbro Corporation, Portland, ME

Ordinance Section 14-525 (c) (10) – Applicant’s Title

Attached (see Appendix 4) is the Purchase and Sale Agreement.

Ordinance Section 14-525 (c) (11) – Natural Areas, Wildlife, Fisheries, Archaeological Sites

Given that the site is partially paved and located in an industrial, long-developed area of Portland, there are no unusual natural areas or wildlife habitats on the project lot or adjacent lots. Due to the lot being upland and more than 250 feet from the Fore River, there is no fisheries habitat on the site or adjacent sites.

The Maine Historic Preservation Commission (MHPC) has been asked whether there are any records or evidence of historic or prehistoric archaeological resources on the project site. MHPC expects to respond to this inquiry the first week of February 2004.

Ordinance Section 14-525 (c) (12) – Electronic Drawing Submittal

The Louis Berger Group will submit the electronic DXF files with the final plans.

Ordinance Section 14-525 (c) (13) – Recyclables

This electrical substation will not generate any recyclable materials in the course of normal operations and maintenance. No containers or receptacles for recyclable materials will be located on the project site.

# Appendix 1

Elevation View and Details of Substation Equipment