



City Council Meeting

November 16, 2015

Agenda

7:00 P.M. City Council Meeting

Roll call votes will begin with Councilor Gerry

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.

II. Minutes

- November 2, 2015 Regular Council Meeting

III. Communications, Presentations and Recognitions

- City Council Recognition

IV. 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*.

V. Unfinished Business - None

VI. New Business

1. Order 92-11162015

Accepting Hickory Drive as a City Street.

2. Order 93-11162015

Authorizing the City Manager to enter into a Master Lease Agreement for Cellular Micro-site Locations on City poles or Structures with Portland Cellular Partnership, a Maine general partnership, d/b/a Verizon Wireless

3. Resolve 08-11162015

Support and approve staff to apply for a Recreational Trails Program Grant.

VII. Executive Session - None

VIII. Reports

Mayor's Report

City Councilors' Reports

Auburn City Council Meeting & Workshop

November 16, 2015

City Manager Report

Finance Director, Jill Eastman – October 2015 Monthly Finance Report

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. 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 or 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.

IN COUNCIL REGULAR MEETING NOVEMBER 2, 2015 VOL. 34 PAGE 192

Mayor LaBonté called the meeting to order at 7:00 P.M. in the Council Chambers of Auburn Hall and led the assembly in the salute to the flag. All Councilors were present.

I. Consent Items

1. Order 89-11022015*

Confirming the appointments of Wardens and Ward Clerks.

Motion was made by Councilor LaFontaine and seconded by Councilor Hayes confirming the appointments of Wardens and Ward Clerks. Passage 7-0.

II. Minutes - October 19, 2015 Regular Council Meeting

Motion was made by Councilor LaFontaine and seconded by Councilor Walker to accept the October 19, 2015 Regular Council Meeting minutes as corrected (two spelling errors). Passage 7-0.

III. Communications, Presentations and Recognitions - None

IV. Open Session

Alfreda Fournier – 43 Davis Ave., commented that Halloween went off without a hitch in the Davis Avenue area thanks to Howard Kroll and Tony Beaulieu.

V. Unfinished Business - None

VI. New Business

2. Order 90-11022015

Accepting First Flight Drive as a City Street.

Motion was made by Councilor LaFontaine and seconded by Councilor Walker accepting First Flight Drive as a City Street.

Public comment – no one from the public spoke. Passage 7-0.

3. Order 91-11022015

Authorizing the request for funding – LA ARTs.

Motion was made by Councilor LaFontaine and seconded by Councilor Lee authorizing the request for funding LA Arts.

Public comment – no one from the public spoke. Passage 4-3 (Councilors Gerry, Crowley, and Walker opposed).

VII. Executive Session - None

VIII. Reports

Mayors Report – The Mayor reminded everyone of the November 3, 2015 Election tomorrow and encouraged residents to come out to vote. He gave kudos to Mark Gosselin and the staff at the Norway Savings Bank Arena for a first class event (the University of Maine Women’s Hockey team vs. Brown University on October 23rd to a sell out crowd), and also noted that same night the Edward Little High School football team won the game against Lewiston High School’s team. He then went on to thank Councilor Walker and members of the New Auburn Neighborhood Group and businesses for the Halloween event in New Auburn. Also thanks to Center Street Dental and the Norway Savings Bank Arena for the candy buy back program.

City Councilors’ Reports

Councilor Gerry – reported on the Androscoggin County budget.

Councilor Walker – encouraged residents to come out to vote tomorrow.

Councilor Lee – stated that the most important thing facing the future of this community is education. He talked about the budget cap (Consumer Price Index). He would like Council to repeal that budget cap. He also commented that the Superintendent and School Committee should commit to a transparent process when presenting the budget to the council. Those are two things that should happen in the beginning of the next budget process.

Councilor Lafontaine – echoed Councilor Lee’s comments and also reminded residents about changes to Ward 3 and Ward 4 voting locations. Ward 3 now votes at Fairview School and Ward 4 now votes at Auburn Hall.

Councilor Hayes – no report.

Councilor Crowley – thanked residents and visitors who honked their horns and waived during the rally for local law enforcement. She thanked the United New Auburn Association and all of the New Auburn businesses that participated in the Halloween event. She thanked all candidates running for office and urged voters to go out and vote. There is a “Bunko” event at the Foss Mansion. There is also a used book sale that will take place before and after. On Thursday the 5th there will be a presentation at Auburn Hall by Steve Norton from University of Maine sharing the findings of the Lake Auburn sediment sampling project. On Tuesday Nov. 10th at the Park Avenue Elementary School there will be an event honoring Veterans. Also on the 10th is a Veterans event at the Auburn Public Library. On Wednesday, November 11th at the Woman’s Literary Union building, she will host a small thank you event for staff, constituents, family and friends, which will also be her last regular visiting hours as Councilor. The Community Little Theater will be featuring The Adams Family from November 5th through the 16th. The Auburn Water District consists of 612 public fire hydrants and 154 private ones. They are flushed biannually. City of Auburn has several boards and committees that citizens can volunteer to be members of. The deadline to submit applications is Monday November 23rd. The Appointment Committee will be meeting on Monday Nov. 30th at 5:30 at Auburn Hall. She also thanked all Veterans for their service.

Councilor Young – Great Falls Board will meet Thursday. He also commented on the number of Birth vs Death records that are issued in Auburn.

City Manager's Report – he wished success to the candidates running in the Nov. 3rd election, he thanked the New Auburn Association and businesses for going above and beyond in making the Halloween event in New Auburn a success, he wanted to recognize and thank all Veterans, he thanked the Norway Savings Bank Arena staff for the University of Maine Women's Hockey team event. They had a successful game and played in front of almost 1000 people. The University of Maine Baseball team coaching staff is going to be visiting the Ingersoll Indoor Turf facility and may consider holding a clinic next summer. He also noted that the Great Falls TV agenda is now posted to the website.

IX. Open Session – no one from the public spoke.

X. Adjournment - Motion was made by Councilor Lee and seconded by Councilor LaFontaine to adjourn. All were in favor and the meeting adjourned at 7:30 P.M.

A True Copy.

ATTEST Susan Clements Dallaire
Susan Clements-Dallaire, City Clerk



City Council Information Sheet

City of Auburn

Council Workshop or Meeting Date: 11/16/2015

Order 92-11162015

Author: Gary Johnson, Assistant City Engineer

Subject: Acceptance of Hickory Drive as a City Street

Information: B & M Developers is requesting the City accept Hickory Drive as a city street.

The street is a rural residential design, 2950' ± in length, with a 75' radius circular turnaround, and has been constructed to the standards as required by City of Auburn Ordinances, Chapter 46, Article V. - Design and Construction Standards. Hickory Drive is laid out and dedicated for public use on the following plans approved by the Auburn Planning Board and recorded at the Androscoggin County Registry of Deeds: (a) "Final Subdivision Plan, Hickory Ridge", prepared by Geo-Systems, last revised on May 9, 2005 and recorded in said Registry in Plan Book 44. Page 112 (excluding a portion of the cul-de-sac depicted on the Plan), and (b) "Subdivision Plan, Hickory Ridge – Phase II", prepared by Geo-Systems, last revised on November 18, 2005 and recorded in said Registry in Plan Book 45, Page 133.

Advantages: Provides access and required frontage to 26 residential lots, 25 of them already with homes.

Disadvantages: Additional street infrastructure to maintain.

City Budgetary Impacts: An additional 0.55 miles of street to maintain. Over the next 25-30 years, the cost of winter maintenance and the collection of solid waste & recycling.

Staff Recommended Action: Approve the request to accept Hickory Drive.

Previous Meetings and History: 11/2/2015 Council Workshop

Attachments: Petition to Accept
Sketch Plan of Hickory Drive
Order 92-11162015

PETITION TO ACCEPT HICKORY DRIVE AS A PUBLIC STREET

October 12, 2015

To the Honorable Mayor and City Council:

The undersigned petitioner(s) respectfully request that Hickory Drive be accepted as a public street of the City of Auburn and present and state as follows:

That Hickory Drive is laid out and dedicated for public use on the following plans approved by the Auburn Planning Board and recorded at the Androscoggin County Registry of Deeds: (a) "Final Subdivision Plan, Hickory Ridge", prepared by Geo-Systems, last revised on May 9, 2005 and recorded in said Registry in Plan Book 44, Page 112 (excluding a portion of the cul-de-sac depicted on the Plan), and (b) "Subdivision Plan, Hickory Ridge - Phase II", prepared by Geo-Systems, last revised on November 18, 2005 and recorded in said Registry in Plan Book 45, Page 133.

That Hickory Drive has been constructed to the standards as required by City of Auburn Ordinances, Chapter 46, Article V. - Design and Construction Standards.

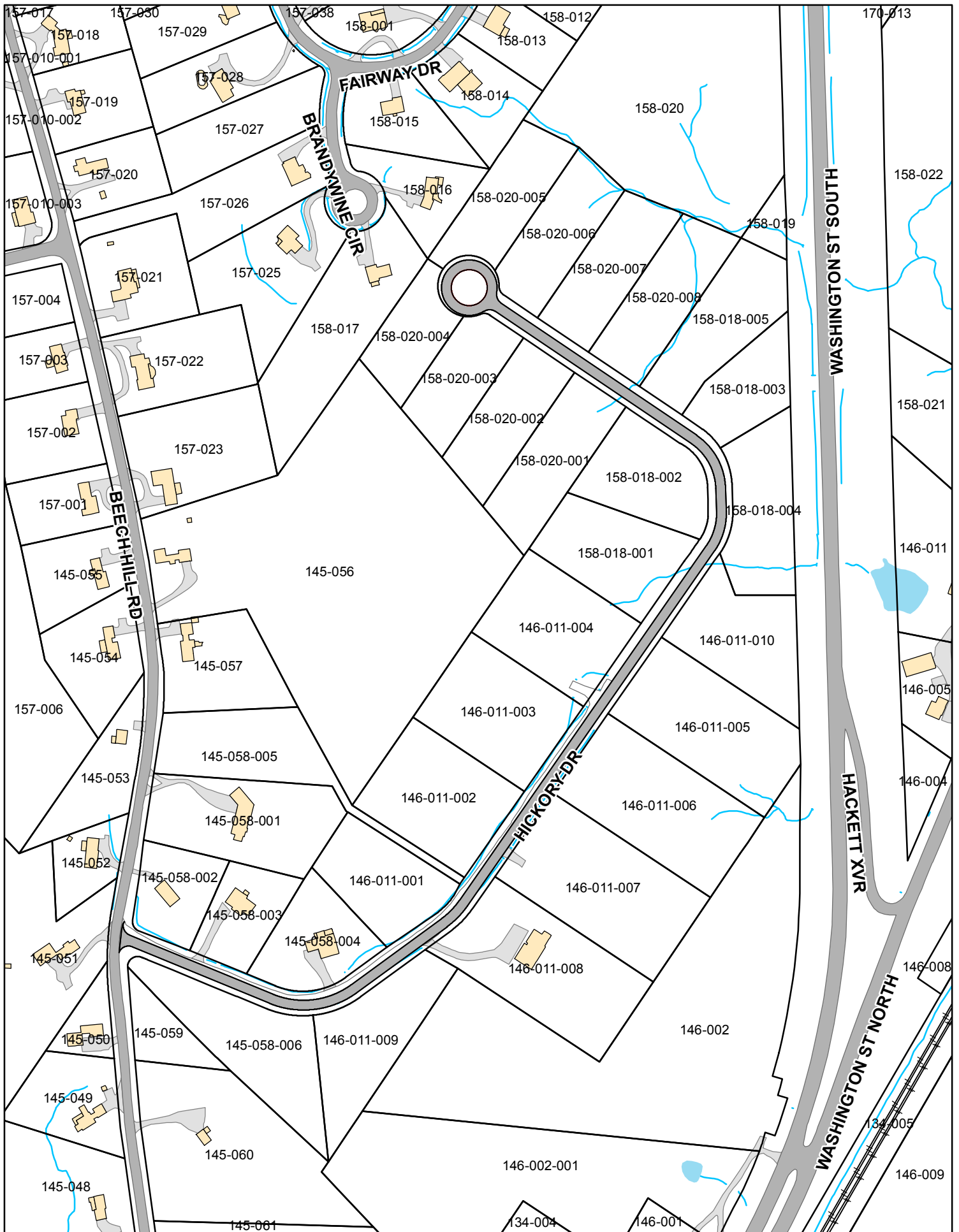
Description of street to be accepted:

Beginning on the easterly line of Beech Hill Road, at the location as depicted on the above referenced plans; thence extending easterly, northeasterly, and northwesterly two thousand eight hundred fifty (2850) feet, more or less, to and including a seventy five (75) foot radius cul-de-sac; said street being sixty (60) feet in width as depicted on the above referenced plans, and being the same as described in a warranty deed of B & M Developers, Inc. to the City of Auburn to be recorded in said Registry.

Kelsey E. Bouffard

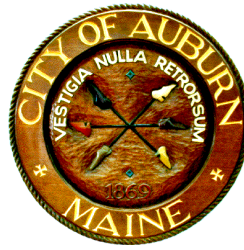
B & M Developers Vice President
Kelsey Bouffard

Hickory Drive



300 150 0 300 Feet

Tizz E. H. Crowley, Ward One
Robert Hayes, Ward Two
Mary Lafontaine, Ward Three
Adam R. Lee, Ward Four



Leroy Walker, Ward Five
Belinda Gerry, At Large
David Young, At Large

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 92-11162015

ORDERED by the Auburn City Council that: Hickory Drive, as laid out and dedicated for public use on the following plans approved by the Auburn Planning Board and recorded at the Androscoggin County Registry of Deeds: (a) "Final Subdivision Plan, Hickory Ridge", prepared by Geo-Systems, last revised on May 9, 2005 and recorded in said Registry in Plan Book 44, Page 112 (excluding a portion of the cul-de-sac depicted on the Plan), and (b) "Subdivision Plan, Hickory Ridge – Phase II", prepared by Geo-Systems, last revised on November 18, 2005 and recorded in said Registry in Plan Book 45, Page 133, is hereby accepted as a City Street as provided in Title 23 M.R.S.A. § 3026 et sequ.



City Council Agenda Information Sheet

City of Auburn

Council Meeting Date: 11-16-2015

Order 93-11162015

Author: Eric J. Cousens, Deputy Director of Planning and Development

Subject: Master Lease Agreement for Cellular Micro-site Locations on City poles or Structures

Information: During the last few months, the City of Auburn Planning & Development Department has been in communications with a Verizon small cell site locator regarding site locations in the City of Auburn. Small cell sites, or micro-sites, are intended to remove cellular traffic from the larger towers also called macro-sites. As people use more data the macro-site capacity can be used up in areas with high population and usage; the goal of micro-sites is to relieve some of that pressure and not to expand service to areas that currently lack service. The process to lease micro-sites includes establishing a master lease agreement and then the site locator will confirm individual sites that would work for them and propose those to the City. There is no rental income from the master lease but individual sites determined later would generate approximately \$200-\$250 per month, per site, in revenues based on discussions with the site locator. We expect approximately 10 sites in the first year which could generate \$2500/month in revenues.

The City attorney has reviewed the master lease and it is acceptable if we are interested in the proposal.

The issue of leasing a shared pole or area to another company was raised as a potential concern with the possibility of partnering with others for wireless internet options and we asked the City attorney to specifically review that issue. We have confirmed that the City retains the right to do that. This is the applicable language in Section 13:

If LESSOR elects, during the Term of any Supplement to assign its rights under such Supplement or grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and or Property occupied by LESSEE (i.e., the portion exclusively occupied by LESSEE), or a larger portion thereof, for the purpose of operating and maintaining or managing communications facilities which include the communications facility of LESSEE, LESSEE shall have the right of first refusal to meet any bona fide offer of transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may assign the Supplement and/or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. LESSEE acknowledges that this paragraph does not apply to a lease or license by LESSOR to other users desiring to co-locate on the Building or Property in areas not exclusively occupied by LESSEE, and such leases and licenses for co-location shall not give rise to a right of first refusal in favor of LESSEE.

The right of first refusal ONLY applies to circumstances where the City is transferring or assigning its rights-including the lease with Verizon- to a third party. This is needed because there are aggregators that go around collecting and managing these kinds of leases. If it is another one-off assignment to a different wireless company on the same pole or the same building, there is no restriction.

Staff recommends that the Council authorize the City Manager to enter into the master lease agreement. Staff will bring individual sites back for lease addendums if the master lease is approved or the Council could authorize staff to approve individual sites at \$250 per month per site. Having a pre-approved rate at the high end of the potential range would offer an expedited review for maximum rent (for staff, council and the tenant)

and discourage negotiations for lower lease rates on individual sites that would require individual Council actions.

Pros:
Revenue opportunity.

Cons:
Additional equipment visible on poles.

Financial: Revenue of \$200-\$250 per site.

Action Requested at this Meeting: Authorize City Manager to enter into master lease agreement and determine if the Council wants to review individual sites or authorize staff to approve them in areas where the City does not plan to place utilities underground and on poles that will remain in service after undergrounding utilities (street or light poles) in any area.

Previous Meetings and History: Executive session to make the council aware of the possibility and confirm that it was worth looking into on 11/2/15.

Attachments: Two draft resolves, draft master lease and photo example of utility pole with equipment.

MASTER LEASE AGREEMENT

(Small Cell)

This Master Lease Agreement (the "Agreement") made this ___ day of _____, 2015, between the City of Auburn, Maine, a body corporate and politic with its principal offices located at 60 Court St, Auburn, ME 04210, hereinafter designated LESSOR and Portland Cellular Partnership, a Maine general partnership d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

WHEREAS, LESSOR is the owner of or holds a leasehold interest in certain buildings and facilities, which are located within the geographic area of a license to provide wireless services licensed by the Federal Communications Commission ("FCC") to LESSEE; and

WHEREAS, LESSEE desires to install, maintain and operate communications equipment in and/or upon certain of LESSOR's buildings and other facilities, such as utility, traffic and light poles ("Poles"); and

WHEREAS, LESSOR and LESSEE desire to enter into this Agreement to define the general terms and conditions which would govern their relationship with respect to particular sites at which LESSOR may wish to permit LESSEE to install, maintain and operate communications equipment as hereinafter set forth; and

WHEREAS, LESSOR and LESSEE acknowledge that they will enter into a lease supplement ("Supplement"), a copy of which is attached hereto as Exhibit A, with respect to any particular location or site which the Parties agree to lease; and

WHEREAS, the Parties acknowledge that different related entities may operate or conduct the business of LESSOR and/or LESSEE in different geographic areas and as a result, each Supplement may be signed by LESSEE and LESSOR's affiliated entities as further described herein, as appropriate based upon the ownership or other interest in the subject building or facility, in the case of LESSOR, and the entity holding the FCC license in the subject geographic location, in the case of LESSEE.

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES.

a. Building Collocations: Pursuant to all of the terms and conditions of this Agreement and the applicable Supplement, LESSOR agrees to lease to LESSEE certain space

within (the “Floor Space”) and/or on the roof (the “Rooftop Space”) of LESSOR's building identified in the applicable Supplement (the “Building”, and the Building and LESSOR's surrounding real property are hereinafter sometimes collectively referred to as the “Property”), for the installation, operation and maintenance of communications equipment; together with such additional space on the roof of the Building sufficient for the installation, operation and maintenance of antennas (the “Antenna Space”); together with such additional space within the Building and on the roof of the Building for the installation, operation and maintenance of wires, cables, conduits and pipes (the “Cabling Space”) running between and among the Floor Space, Rooftop Space and Antenna Space and to all necessary electrical and telephone utility sources located within the Building or on the Property; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property and in and through the Building to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of LESSEE’s communications facility. If access to the building is required during non-business hours, LESSEE shall provide as much advance notice as is practical under the circumstances to LESSOR of any need to have access to the Building and LESSOR shall undertake commercially reasonable efforts to provide access as soon as reasonably possible. LESSEE shall bear the cost of any overtime expense incurred by LESSOR in order to provide non-business hours access. Specific policies and procedures for access shall be set forth in the applicable Supplement in order for LESSEE to have access when needed during emergencies. The Floor Space, Rooftop Space, Antenna Space and Cabling Space are hereinafter collectively referred to as the “Premises” and shall be as described in a Supplement to be executed by the Parties. In the event there are not sufficient electric and telephone, cable or fiber utility sources located within the Building or on the Property, LESSOR agrees to grant LESSEE or the local utility provider the right to install such utilities at no cost or expense to LESSOR, on, over and/or under the Property and through the Building necessary for LESSEE to operate its communications facility, provided the location of such utilities shall be as reasonably designated by LESSOR.

b. Pole Attachments: Pursuant to all of the terms and conditions of this Agreement and the applicable Supplement, LESSOR agrees to lease to LESSEE certain space on its utility/ traffic/ light Pole, etc. (the “Pole Space”) situated on the property identified in the applicable Supplement (the “Property”) for the installation, operation and maintenance of communications equipment; together with such additional space for the installation, operation and maintenance of wires, cables, conduits and pipes (the “Cabling Space”) running between the Pole Space and to all necessary electrical and telephone utility sources located on or adjacent to the Property; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property for the purpose of installation, operation and maintenance of LESSEE’s communications facility. The Pole Space and Cabling Space are hereinafter collectively referred to as the “Premises” and shall be as described in a Supplement to be executed by the Parties. In the event there are not sufficient electric and telephone, cable or fiber utility sources located on the Property, LESSOR agrees to grant LESSEE or the local utility provider, at no cost or expense to LESSOR, the right to install such utilities on, over and/or under the Property necessary for LESSEE to operate its communications facility, provided the location of such utilities shall be as reasonably designated by LESSOR. LESSOR makes no representation or warranty with regard to the rights of LESSEE to connect to any applicable utility. LESSEE shall be solely responsible for determining whether permission is required and for securing any such permission.

2. CONDITION OF PROPERTY.

a. Building Collocations: LESSOR shall deliver the Premises to LESSEE clean and free of debris. Any Premises delivered to LESSEE hereunder are leased on an "as is" basis. LESSEE shall have the right to undertake, at its own expense, any inspections necessary to determine whether any proposed site meets its requirements. LESSOR agrees to inform LESSEE of any condition of the Premises of which LESSOR has knowledge that makes the Building or Property unsound, not in compliance with Laws or environmentally unsafe for purposes of LESSEE's proposed installation.

b. Pole Attachments: LESSOR shall deliver the Premises to LESSEE on an "as is" basis. LESSEE shall have the right to undertake, at its own expense, any inspections necessary to determine whether any proposed site meets its requirements.

3. TERM; RENTAL.

This Agreement shall be for a term of twenty-five (25) years commencing upon the execution hereof by both Parties. Each Supplement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, the initial term of each Supplement shall be for five (5) years and shall commence on the date set forth in the applicable Supplement (the "Commencement Date") at which time rental payments shall commence and be due at a total annual rental as set forth in the Supplement, to be paid in advance annually on the Commencement Date and on each anniversary of it in advance, to the payee designated by LESSOR in the Supplement or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 17 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment for each Supplement shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date. LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date of each Supplement if a specific date is not set forth.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") including without limitation: (i) for any Building Co-location, documentation evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits under each Supplement, and for any Pole Attachment, a letter stating LESSOR's good faith belief that it has title to the Pole and the basis therefor, including any supporting documentation in LESSOR's possession; (ii) a completed Internal Revenue Service Form W-9, or equivalent for any party to whom rental payments are to be made pursuant to this Agreement or a Supplement; and (iii) other documentation requested by LESSEE and within fifteen (15) days of obtaining an interest in any Property, Supplement or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE such Rental Documentation. All documentation shall be acceptable to LESSEE in LESSEE's reasonable discretion. Delivery of Rental Documentation to LESSEE

shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein or in any Supplement, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within thirty (30) days of a written request from LESSEE, LESSOR or any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein or in any Supplement, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

4. ELECTRICAL. Except as set forth at Section I(b) above, LESSOR shall, at all times during the Term of each Supplement, provide electrical service and telephone service access to the Premises.

a. Building Collocations: If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install, at its sole cost and expense, an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall, at its sole cost and expense, furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSOR shall read LESSEE's sub-meter on a monthly basis and provide LESSEE with an invoice for LESSEE's power consumption for each Supplement on an annual basis. Specifically, after the expiration of each calendar year, LESSOR shall determine LESSEE's actual electrical power consumption and resulting charges for the immediately preceding calendar year based on reading of the LESSEE's sub-meter on a monthly basis and the electricity bills received by LESSOR throughout such calendar year. Each invoice shall reflect charges only for LESSEE's power consumption based on the average kilowatt hour rate actually paid by LESSOR to the utility for electricity. The specifics of sub-metering, if applicable, and payment to LESSOR, shall be dealt with in the applicable Supplement. All invoices for power consumption shall be sent by LESSOR to Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375 (or emailed to: livebills@ecova.com), telephone number 1-866-322-4547, shall be provided to LESSEE within one hundred eighty (180) days following the conclusion of each calendar year (the "Invoice Period"), and shall be accompanied by copies of the electricity bills received by LESSOR during the subject calendar year and documentation of the sub-meter readings applicable to such calendar year. If LESSOR fails to deliver an invoice to LESSEE within the Invoice Period for any Supplement, LESSOR waives any right to collect any electrical charges from LESSEE for the subject calendar year for such Supplement. LESSEE shall pay each annual power consumption charge within forty-five (45) days after receipt of the invoice from LESSOR.

b. Pole Attachments: Metering and payment of electricity shall be addressed in each applicable Supplement.

For building collocations, LESSEE shall, at its sole cost and expense, be permitted at any time during the Term of each Supplement to install, maintain and/or provide access to and use of,

as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises, subject to the written approval of any location for such conduits by LESSOR, not to be unreasonably withheld.

5. EXTENSIONS. Each Supplement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions under a Supplement shall be collectively referred to herein as the "Term". Notwithstanding anything herein, after the expiration of this Agreement, its terms and conditions shall survive and govern with respect to any remaining Supplements in effect until their expiration or termination.

6. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. Subject to the interference provisions set forth in Paragraph 11, LESSEE shall have the right to replace, repair, or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached to a Supplement, during the Term; provided, however, LESSEE shall obtain LESSOR's prior written consent, which consent shall not be unreasonably withheld, prior to adding or modifying any equipment in a manner which increases the size of the Premises occupied by LESSEE or increases the structural loading on any Pole or Building. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of each Supplement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall refrain from knowingly taking any action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner, (iv) LESSEE determines that any structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate the applicable Supplement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in accordance with the notice provisions set forth in Paragraph 17 and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR, without any refund or proration. Upon such termination, the applicable Supplement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other thereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR for the terminated Supplement.

7. INDEMNIFICATION. Subject to Paragraph 8 below, and subject to any limitations on liability created by any statutory immunity to which LESSOR is entitled, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. It is the express understanding of the parties that LESSOR' does not intend to, and is not, waiving, limiting, or otherwise modifying, any statutory immunity by entering into this Lease.

8. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

9. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 7 and 21, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

10. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate each Supplement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

11. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at

LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In the event that such interference impacts municipal emergency response capabilities, then LESSEE will immediately disable the source of the interference. In no event will LESSOR be entitled to terminate a Supplement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

12. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of a Supplement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Supplement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the antenna structure, fixtures and all personal property are completed, provided that Lessee is undertaking ongoing commercially reasonable efforts to remove the its personal property from the Premises.

13. RIGHT OF FIRST REFUSAL (COMMUNICATIONS EASEMENT). If LESSOR elects, during the Term of any Supplement to assign its rights under such Supplement or grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and or Property occupied by LESSEE (i.e., the portion exclusively occupied by LESSEE), or a larger portion thereof, for the purpose of operating and maintaining or managing communications facilities which include the communications facility of LESSEE, LESSEE shall have the right of first refusal to meet any bona fide offer of transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may assign the Supplement and/or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. LESSEE acknowledges that this paragraph does not apply to a lease or license by LESSOR to other users desiring to co-locate on the Building or Property in areas not exclusively occupied by LESSEE, and such leases and licenses for co-location shall not give rise to a right of first refusal in favor of LESSEE.

14. RIGHTS UPON SALE. Should LESSOR, at any time during the Term of any Supplement decide (i) to sell or transfer all or any part of the Property or the Building thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining

communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to the Supplement and any such purchaser or transferee shall recognize LESSEE's rights hereunder and under the terms of the Supplement. In the event that LESSOR completes any such sale, transfer, or grant described in this paragraph without executing an assignment of the Supplement whereby the third party agrees in writing to assume all obligations of LESSOR under the Supplement, then LESSOR shall not be released from its obligations to LESSEE under the Supplement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Supplement.

15. QUIET ENJOYMENT AND REPRESENTATIONS. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein and in a Supplement, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the execution date of each Supplement, and covenants during the Term that (i) to LESSOR's knowledge LESSOR is seized of good and sufficient title and interest to the Property and (ii) LESSOR has full authority to enter into and execute the Supplement. LESSOR further covenants during the Term that to LESSOR's knowledge there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that to LESSOR's knowledge there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

16. ASSIGNMENT. This Agreement and each Supplement under it may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement and each Supplement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

17. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Auburn
60 Court Street
Auburn, Maine 04210
Attention: City Manager

LESSEE: Portland Cellular Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921

Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

18. RECORDING. LESSOR agrees to execute a Memorandum of each Supplement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

19. DEFAULT. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, provided the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-breaching Party may not maintain any action or effect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion. The time for completion of any action required by this section shall be automatically extended without the need for notice or agreement by the parties to the extent that such action is prevented by conditions or actions beyond the control of Lessor.

20. REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the applicable Supplement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located. Further, upon a default, and if the default is not cured within the applicable notice and cure period, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under the applicable Supplement until the full undisputed amount is fully reimbursed to LESSEE.

21. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Building or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Building or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

c. LESSEE shall hold LESSOR harmless and indemnify LESSOR from and assume all duties, responsibility and liability at LESSEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, to the extent that such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, to the extent that such environmental conditions are caused by LESSEE.

22. CASUALTY. In the event of damage by fire or other casualty to the Building or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate the Supplement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause the Supplement to expire with the same force and effect as

though the date set forth in such notice were the date originally set as the expiration date of the Supplement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under the Supplement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

23. APPLICABLE LAWS. During the Term, to the extent necessary to permit LESSEE's intended use of the Premises, LESSOR shall maintain the Property, (and in the case of a building collocation, the Building, Building systems, common areas of the Building, and all structural elements of the Premises) in material compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

24. AUTHORIZED ENTITIES. This Agreement is entered into by the Parties each on its own behalf and for the benefit of: (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. Each Party and each of the entities described above are referred to herein as an "Authorized Entity". No obligation is incurred or liability accepted by any Authorized Entity until that Authorized Entity enters into a site specific Supplement. Only the Party and the Authorized Entity executing a Supplement are responsible for the obligations and liabilities related thereto arising under that Supplement and this Agreement. All communications and invoices relating to a Supplement must be directed to the Authorized Entity signing the Supplement. A default by any Authorized Entity will not constitute or serve as a basis for a default by any other Authorized Entity not a party to the applicable Supplement.

25. MISCELLANEOUS. This Agreement and the Supplements that may be executed from time to time hereunder contain all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement via each Supplement shall be governed interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

CITY OF AUBURN

By: _____

Print Name: _____

Its: _____

Date: _____

WITNESS

LESSEE:

PORTLAND CELLULAR PARTNERSHIP

d/b/a Verizon Wireless

By: Cellco Partnership

Its: General Partner

By: _____

David R. Heverling

Its: Area Vice President Network

Date: _____

WITNESS

EXHIBIT "A"

LEASE SUPPLEMENT

This Lease Supplement ("Supplement"), is made this ____ day of _____, _____, between <ENTITY NAME>, a <TYPE OF ORGANIZATION>, whose principal place of business is <Address>, City, State, ("Lessor"), and <VERIZON WIRELESS ENTITY>, a Delaware limited partnership, d/b/a Verizon Wireless, whose principal place of business is One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("Lessee").

1. **Master Lease Agreement.** This Supplement is a Supplement as referenced in that certain Master Lease Agreement between the City of Auburn, Maine and Portland Cellular Partnership d/b/a Verizon Wireless dated _____, 2015, (the "Agreement"). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2. **Premises.** Lessor hereby leases to Lessee certain spaces on and within Lessor's Property located at <INSERT SITE ADDRESS>, as follow:

_____ (the "Premises"). The Premises are as shown on Exhibit "1" attached hereto and made a part hereof.

3. **Term.** The Commencement Date and the Term of this Supplement shall be _____.

4. **Consideration.** Rent under this Supplement shall be <ANNUAL RENT> per year, payable to <PAYEE> at <REMITTANCE ADDRESS>. In consideration for electrical service, metering and payment of electrical charges shall be handled as follows:

5. **Site Specific Terms.** (Include any site-specific terms)

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seal the day and year first above written.

LESSOR

<ENTITY NAME>

WITNESS

By: _____

Name: _____

Title: _____

Date: _____

LESSEE

<VERIZON WIRELESS ENTITY>

WITNESS

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 1
SITE PLAN OF PREMISES

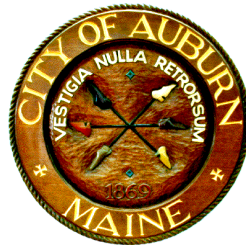


Micro-site Antenna

Equipment Boxes

Electrical Meter

Tizz E. H. Crowley, Ward One
Robert Hayes, Ward Two
Mary Lafontaine, Ward Three
Adam R. Lee, Ward Four



Leroy Walker, Ward Five
Belinda Gerry, At Large
David Young, At Large

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 93-11162015 (Option 1)

ORDERED, that the City Council authorizes the City Manager to enter into a Master Lease Agreement for Cellular Micro-site Locations on City poles or Structures with Portland Cellular Partnership, a Maine general partnership, d/b/a Verizon Wireless.

This Master agreement will require that proposed site locations be reviewed and acted upon by the City Council as they are proposed individually or as a group, prior to installation and lease addendums, authorizing individual locations.

Tizz E. H. Crowley, Ward One
Robert Hayes, Ward Two
Mary Lafontaine, Ward Three
Adam R. Lee, Ward Four



Leroy Walker, Ward Five
Belinda Gerry, At Large
David Young, At Large

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 93-11162015

ORDERED, that the City Council authorizes the City Manager to enter into the Master Lease Agreement for Cellular Micro-site Locations on City poles or Structures with Portland Cellular Partnership, a Maine general partnership, d/b/a Verizon Wireless.

This resolve further authorizes that proposed site locations may be reviewed, acted upon and lease addendums signed by the City Manager, with input from staff as they are proposed individually or as a group, prior to installation, authorizing individual locations. This authorization shall only apply to proposed lease rates of \$250 per location per month or greater and adjusted annually by the CPI-Urban for future years beginning in 2016. Individual proposed locations shall be compared to the City's long range plans to confirm that they are either:

- 1) Not located in areas where the City intends to eliminate overhead utilities (Currently the New Auburn Village Center, possibly the Minot Avenue corridor between High and Court Streets).
- 2) In areas where the City intends to eliminate overhead utilities the micro site locations shall only be allowed on poles or structures such as buildings, traffic signals and street light poles that will need to remain in place after the utility work.



City Council Information Sheet

City of Auburn

Council Workshop or Meeting Date: 11-16-2015 **Resolve** 08-11162015

Author: Dan Goyette

Subject: Recreational Trails Program Grant

Information:

Recreational Trails Program Grant:

The grant will be used to rehabilitate the existing trail system, widening stream crossings, improving signage, and possibly creating new rest areas within the trail system. The Recreational Trails Program grants are made on a matching basis. The federal share of the project costs is 80% (maximum grant amounts is \$100,000). The local share may consist of cash or approved donations of labor and/or materials.

Advantages: The Grant will allow the City to complete needed repairs throughout the trail system.

Disadvantages: The grant will require staff time to administer and coordinate as well as staff time to complete the matching portion of the work.

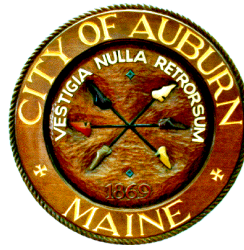
City Budgetary Impacts: There should be no financial impact to the budget other than staff time which has already been accounted for within department budgets.

Staff Recommended Action: Approve and endorse the pursuit of the grant by staff.

Previous Meetings and History: 11/2/2015 Council Workshop

Attachments: Resolve 08-11162015

Tizz E. H. Crowley, Ward One
Robert Hayes, Ward Two
Mary Lafontaine, Ward Three
Adam R. Lee, Ward Four



Leroy Walker, Ward Five
Belinda Gerry, At Large
David Young, At Large

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

RESOLVE 08-11162015

RESOLVED, that the City Council hereby supports and approves staff to apply for a Recreational Trails Program Grant.

City of Auburn, Maine

"Maine's City of Opportunity"

Financial Services



TO: Howard Kroll, City Manager
FROM: Jill Eastman, Finance Director
REF: October 2015 Financial Report
DATE: November 12, 2015

The following is a discussion regarding the significant variances found in the City's October 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 its fourth month of the current fiscal year. As a guideline for tracking purposes, revenues and expenditures should amount to approximately 33.3% of the annual budget. However, not all costs and revenues are distributed evenly throughout the year; individual line items can vary based upon cyclical activity.

Revenues

Revenues collected through October 31st, including the school department were \$31,131,629, or 40.14%, of the budget. The municipal revenues including property taxes were \$25,833,515, or 47.03% of the budget which is more than the same period last year by 1.4%. The accounts listed below are noteworthy.

- A. September 15th the first installment for real estate taxes were due. The current year tax revenue is at 50.32% as compared to 50.29% last year or \$500,918 more than last year.
- B. Excise tax for the month of October is at 38.05%. This is a \$30,851 increase from FY 15. Our excise revenues for FY16 are 4.72% above projections as of October 31, 2015.
- C. State Revenue Sharing for the month of October is 38.95% or \$575,476. This is a 14.41% increase from last October.

Expenditures

City expenditures through October 2015 were \$17,076,715 or 44.37%, of the budget. This is 1.21% more than the same period last year. Noteworthy variances are:

- A. Administration is higher than last year by 5.91% or \$118,168 primarily due to higher legal fees and higher economic development cost this year.
- B. Facilities is higher this year than last year due to the timing of payment for the City's property and casualty insurance premium.
- C. LATC-Public Transit is higher this year than last due to the timing of payments for the City's subsidy to the Transit Committee.

Investments

This section contains an investment schedule as of October 31st. Currently the City's funds are earning an average interest rate of .42%.

Respectfully submitted,



Jill M. Eastman
Finance Director

CITY OF AUBURN, MAINE
BALANCE SHEET - CITY GENERAL FUND, WC AND UNEMPLOYMENT FUND
AS of October 2015, September 2015, and June 2014

ASSETS	UNAUDITED October 31 2015	UNAUDITED September 30 2015	Increase (Decrease)	AUDITED JUNE 30 2014
CASH	\$ 16,540,812	\$ 22,528,243	\$ (5,987,431)	\$ 5,319,835
RECEIVABLES			-	
ACCOUNTS RECEIVABLES	2,447,872	2,284,532	163,340	1,447,551
TAXES RECEIVABLE-CURRENT	20,186,370	20,682,267	(495,898)	140,913
DELINQUENT TAXES	651,695	656,768	(5,073)	533,344
TAX LIENS	1,050,032	1,107,916	(57,884)	1,390,006
NET DUE TO/FROM OTHER FUNDS	3,946,797	2,791,453	1,155,344	8,116,581
TOTAL ASSETS	\$ 44,823,579	\$ 50,051,179	\$ (5,227,601)	\$ 16,948,230
 LIABILITIES & FUND BALANCES				
ACCOUNTS PAYABLE	\$ (452,504)	\$ (27,780)	\$ (424,724)	\$ (568,395)
PAYROLL LIABILITIES	(476,549)	(206,649)	(269,900)	-
ACCRUED PAYROLL	36,805	(894,542)	931,347	(2,480,654)
STATE FEES PAYABLE	(44,858)	(45,627)	768	-
ESCROWED AMOUNTS	(13,324)	(11,936)	(1,388)	(43,526)
DEFERRED REVENUE	(21,677,471)	(22,236,326)	558,855	(1,792,296)
TOTAL LIABILITIES	\$ (22,627,902)	\$ (23,422,859)	\$ 794,957	\$ (4,884,871)
FUND BALANCE - UNASSIGNED	\$ (21,104,724)	\$ (25,537,368)	\$ 4,432,644	\$ (9,895,359)
FUND BALANCE - RESTRICTED FOR WORKERS COMP & UNEMPLOYMENT	776,017	776,017	-	-
FUND BALANCE - RESTRICTED	(1,866,970)	(1,866,970)	-	(2,168,000)
TOTAL FUND BALANCE	\$ (22,195,677)	\$ (26,628,321)	\$ 4,432,644	\$ (12,063,359)
TOTAL LIABILITIES AND FUND BALANCE	\$ (44,823,579)	\$ (50,051,179)	\$ 5,227,601	\$ (16,948,230)

CITY OF AUBURN, MAINE
REVENUES - GENERAL FUND COMPARATIVE
THROUGH October 31, 2015 VS October 31, 2014

REVENUE SOURCE	FY 2016 BUDGET	ACTUAL REVENUES THRU OCT 2015	% OF BUDGET	FY 2015 BUDGET	ACTUAL REVENUES THRU OCT 2014	% OF BUDGET	VARIANCE
TAXES							
PROPERTY TAX REVENUE-	\$ 44,021,283	\$ 22,153,260	50.32%	\$ 43,055,996	\$ 21,652,342	50.29%	\$ 500,918
PRIOR YEAR TAX REVENUE	\$ -	\$ 349,624		\$ -	\$ 474,393		\$ (124,769)
HOMESTEAD EXEMPTION REIMBURSEMENT	\$ 505,000	\$ 258,527	51.19%	\$ 495,000	\$ 383,752	77.53%	\$ (125,225)
ALLOWANCE FOR ABATEMENT	\$ -	\$ -		\$ -	\$ -		\$ -
ALLOWANCE FOR UNCOLLECTIBLE TAXES	\$ -	\$ -		\$ -	\$ -		\$ -
EXCISE	\$ 3,350,000	\$ 1,274,711	38.05%	\$ 3,185,000	\$ 1,243,860	39.05%	\$ 30,851
PENALTIES & INTEREST	\$ 150,000	\$ 27,602	18.40%	\$ 145,000	\$ 34,507	23.80%	\$ (6,905)
TOTAL TAXES	\$ 48,026,283	\$ 24,063,724	50.11%	\$ 46,880,996	\$ 23,788,854	50.74%	\$ 274,870
LICENSES AND PERMITS							
BUSINESS	\$ 48,300	\$ 16,881	34.95%	\$ 48,300	\$ 18,235	37.75%	\$ (1,355)
NON-BUSINESS	\$ 356,800	\$ 120,569	33.79%	\$ 339,300	\$ 129,110	38.05%	\$ (8,541)
TOTAL LICENSES	\$ 405,100	\$ 137,450	33.93%	\$ 387,600	\$ 147,345	38.01%	\$ (9,895)
INTERGOVERNMENTAL ASSISTANCE							
STATE-LOCAL ROAD ASSISTANCE	\$ 440,000	\$ -	0.00%	\$ 440,000	\$ -	0.00%	\$ -
STATE REVENUE SHARING	\$ 1,477,641	\$ 575,476	38.95%	\$ 1,649,470	\$ 404,770	24.54%	\$ 170,706
WELFARE REIMBURSEMENT	\$ 70,000	\$ 4,456	6.37%	\$ 70,000	\$ 11,540	16.49%	\$ (7,084)
OTHER STATE AID	\$ 22,000	\$ -	0.00%	\$ 22,000	\$ -	0.00%	\$ -
CITY OF LEWISTON	\$ 155,000	\$ 5,040	3.25%	\$ 155,000	\$ -	0.00%	\$ 5,040
TOTAL INTERGOVERNMENTAL ASSISTANCE	\$ 2,164,641	\$ 584,972	27.02%	\$ 2,336,470	\$ 416,310	17.82%	\$ 168,662
CHARGE FOR SERVICES							
GENERAL GOVERNMENT	\$ 133,040	\$ 26,903	20.22%	\$ 132,040	\$ 50,399	38.17%	\$ (23,496)
PUBLIC SAFETY	\$ 239,138	\$ 14,441	6.04%	\$ 485,703	\$ 93,974	19.35%	\$ (79,533)
EMS TRANSPORT	\$ 1,250,000	\$ 344,313	27.55%	\$ 987,551	\$ -	0.00%	\$ 344,313
TOTAL CHARGE FOR SERVICES	\$ 1,622,178	\$ 385,656	23.77%	\$ 1,605,294	\$ 144,373	8.99%	\$ 241,283
FINES							
PARKING TICKETS & MISC FINES	\$ 60,000	\$ 24,992	41.65%	\$ 26,000	\$ 20,096	77.29%	\$ 4,896
MISCELLANEOUS							
INVESTMENT INCOME	\$ 5,000	\$ 3,031	60.63%	\$ 10,000	\$ 279	2.79%	\$ 2,752
INTEREST-BOND PROCEEDS	\$ 2,000	\$ -	0.00%	\$ 2,000	\$ -	0.00%	\$ -
RENTS	\$ 18,000	\$ 15,430	85.72%	\$ 122,000	\$ -	0.00%	\$ 15,430
UNCLASSIFIED	\$ 20,000	\$ 18,527	92.64%	\$ 20,000	\$ 29,200	146.00%	\$ (10,673)
SALE OF RECYCLABLES	\$ -	\$ -		\$ -	\$ -		\$ -
COMMERCIAL SOLID WASTE FEES	\$ -	\$ 22,507		\$ -	\$ 20,486		\$ 2,021
SALE OF PROPERTY	\$ 20,000	\$ 502,058	2510.29%	\$ 20,000	\$ 1,200	6.00%	\$ 500,858
RECREATION PROGRAMS/ARENA	\$ -	\$ -		\$ -	\$ -		\$ -
MMWAC HOST FEES	\$ 210,000	\$ 70,218	33.44%	\$ 206,000	\$ 69,753	33.86%	\$ 465
9-1-1 DEBT SERVICE REIMBURSEMENT	\$ -	\$ -		\$ -	\$ -	0.00%	\$ -
TRANSFER IN: TIF	\$ 545,000	\$ -	0.00%	\$ 500,000	\$ -	0.00%	\$ -
TRANSFER IN: POLICE	\$ 45,000	\$ -	0.00%	\$ 20,000	\$ -	0.00%	\$ -
TRANSFER IN: PARKING PROGRAM	\$ -	\$ -		\$ 55,000	\$ -	0.00%	\$ -
TRANSFER IN: PD DRUG MONEY	\$ -	\$ -		\$ 45,000	\$ -	0.00%	\$ -
TRANSFER IN: REC SPEC REVENUE	\$ 42,718	\$ -	0.00%	\$ 41,720	\$ -	0.00%	\$ -
TRANSFER IN: SPECIAL REVENUE	\$ -	\$ -		\$ 290,000	\$ -	0.00%	\$ -
ENERGY EFFICIENCY	\$ -	\$ 3,600		\$ -	\$ -		\$ 3,600
CDBG	\$ 58,000	\$ -	0.00%	\$ 58,000	\$ -	0.00%	\$ -
UTILITY REIMBURSEMENT	\$ 37,500	\$ 1,349	3.60%	\$ 37,500	\$ 6,223	16.59%	\$ (4,874)
CITY FUND BALANCE CONTRIBUTION	\$ 1,650,000	\$ -	0.00%	\$ 1,350,000	\$ -	0.00%	\$ -
TOTAL MISCELLANEOUS	\$ 2,653,218	\$ 636,721	24.00%	\$ 2,777,220	\$ 127,141	4.58%	\$ 509,580
TOTAL GENERAL FUND REVENUES	\$ 54,931,420	\$ 25,833,515	47.03%	\$ 54,013,580	\$ 24,644,119	45.63%	\$ 1,189,396
SCHOOL REVENUES							
EDUCATION SUBSIDY	\$ 20,854,672	\$ 5,270,155	25.27%	\$ 20,411,239	\$ 5,429,527	26.60%	\$ (159,372)
EDUCATION	\$ 856,607	\$ 27,959	3.26%	\$ 774,572	\$ 122,889	15.87%	\$ (94,930)
SCHOOL FUND BALANCE CONTRIBUTION	\$ 906,882	\$ -	0.00%	\$ 906,882	\$ -	0.00%	\$ -
TOTAL SCHOOL	\$ 22,618,161	\$ 5,298,114	23.42%	\$ 22,092,693	\$ 5,552,416	25.13%	\$ (254,302)
GRAND TOTAL REVENUES	\$ 77,549,581	\$ 31,131,629	40.14%	\$ 76,106,273	\$ 30,196,535	39.68%	\$ 935,094

CITY OF AUBURN, MAINE
EXPENDITURES - GENERAL FUND COMPARATIVE
THROUGH October 31, 2015 VS October 31, 2014

DEPARTMENT	FY 2016 BUDGET	Unaudited EXP THRU OCT 2015	% OF BUDGET	FY 2015 BUDGET	Unaudited EXP THRU OCT 2014	% OF BUDGET	VARIANCE
ADMINISTRATION							
MAYOR AND COUNCIL	\$ 77,366	\$ 33,733	43.60%	\$ 78,532	\$ 38,032	48.43%	\$ (4,299)
CITY MANAGER	\$ 269,340	\$ 82,603	30.67%	\$ 280,750	\$ 86,996	30.99%	\$ (4,393)
ECONOMIC DEVELOPMENT	\$ 361,080	\$ 172,561	47.79%	\$ 359,500	\$ 113,634	31.61%	\$ 58,927
CITY CLERK	\$ 165,053	\$ 53,880	32.64%	\$ 164,593	\$ 49,577	30.12%	\$ 4,303
FINANCIAL SERVICES	\$ 619,855	\$ 205,293	33.12%	\$ 605,135	\$ 187,152	30.93%	\$ 18,141
HUMAN RESOURCES	\$ 143,526	\$ 47,160	32.86%	\$ 139,578	\$ 44,540	31.91%	\$ 2,620
INFORMATION TECHNOLOGY	\$ 390,190	\$ 220,918	56.62%	\$ 413,829	\$ 204,135	49.33%	\$ 16,783
LEGAL SERVICES	\$ 65,000	\$ 32,323	49.73%	\$ 65,000	\$ 6,237	9.60%	\$ 26,086
TOTAL ADMINISTRATION	\$ 2,091,410	\$ 848,471	40.57%	\$ 2,106,917	\$ 730,303	34.66%	\$ 118,168
COMMUNITY SERVICES							
PLANNING & PERMITTING	\$ 906,631	\$ 348,055	38.39%	\$ 902,494	\$ 271,350	30.07%	\$ 76,705
HEALTH & SOCIAL SERVICES	\$ 184,711	\$ 53,521	28.98%	\$ 192,954	\$ 59,226	30.69%	\$ (5,705)
RECREATION & SPECIAL EVENTS*	\$ 338,871	\$ 102,382	30.21%	\$ -	\$ -	-	\$ 102,382
PUBLIC LIBRARY	\$ 979,516	\$ 409,858	41.84%	\$ 960,692	\$ 324,967	33.83%	\$ 84,891
TOTAL COMMUNITY SERVICES	\$ 2,409,729	\$ 913,816	37.92%	\$ 2,056,140	\$ 655,543	31.88%	\$ 258,273
FISCAL SERVICES							
DEBT SERVICE	\$ 6,324,864	\$ 5,792,676	91.59%	\$ 6,263,936	\$ 5,774,574	92.19%	\$ 18,102
FACILITIES	\$ 653,080	\$ 350,697	53.70%	\$ 698,335	\$ 186,836	26.75%	\$ 163,861
WORKERS COMPENSATION	\$ 496,536	\$ -	0.00%	\$ 468,081	\$ -	0.00%	\$ -
WAGES & BENEFITS	\$ 5,171,309	\$ 1,715,566	33.17%	\$ 4,737,117	\$ 1,678,426	35.43%	\$ 37,140
EMERGENCY RESERVE (10108062-670000)	\$ 375,289	\$ -	0.00%	\$ 375,289	\$ -	0.00%	\$ -
TOTAL FISCAL SERVICES	\$ 13,021,078	\$ 7,858,939	60.36%	\$ 12,542,758	\$ 7,639,836	60.91%	\$ 219,103
PUBLIC SAFETY							
FIRE DEPARTMENT	\$ 4,099,634	\$ 1,454,123	35.47%	\$ 4,057,633	\$ 1,451,649	35.78%	\$ 2,474
FIRE EMS	\$ 549,801	\$ 199,849	36.35%	\$ 635,468	\$ 211,635	33.30%	\$ (11,786)
POLICE DEPARTMENT	\$ 3,870,995	\$ 1,198,689	30.97%	\$ 3,738,108	\$ 1,127,433	30.16%	\$ 71,256
TOTAL PUBLIC SAFETY	\$ 8,520,430	\$ 2,852,661	33.48%	\$ 8,431,209	\$ 2,790,717	33.10%	\$ 61,944
PUBLIC WORKS							
PUBLIC SERVICES DEPARTMENT	\$ 4,525,898	\$ 1,393,556	30.79%	\$ 5,806,379	\$ 1,718,044	29.59%	\$ (324,488)
SOLID WASTE DISPOSAL*	\$ 927,278	\$ 193,801	20.90%	\$ -	\$ -	-	\$ 193,801
WATER AND SEWER	\$ 599,013	\$ 293,256	48.96%	\$ 599,013	\$ 305,756	51.04%	\$ (12,500)
TOTAL PUBLIC WORKS	\$ 6,052,189	\$ 1,880,613	31.07%	\$ 6,405,392	\$ 2,023,800	31.60%	\$ (143,187)
INTERGOVERNMENTAL PROGRAMS							
AUBURN-LEWISTON AIRPORT	\$ 105,000	\$ 52,500	50.00%	\$ 105,000	\$ 52,500	50.00%	\$ -
E911 COMMUNICATION CENTER	\$ 1,069,122	\$ 297,137	27.79%	\$ 1,067,249	\$ 350,831	32.87%	\$ (53,694)
LATC-PUBLIC TRANSIT	\$ 209,244	\$ 209,244	100.00%	\$ 235,373	\$ 52,844	22.45%	\$ 156,400
LA ARTS	\$ -	\$ -	-	\$ 17,000	\$ -	0.00%	\$ -
TAX SHARING	\$ 270,000	\$ 21,066	7.80%	\$ 270,000	\$ -	0.00%	\$ 21,066
TOTAL INTERGOVERNMENTAL	\$ 1,653,366	\$ 579,947	35.08%	\$ 1,694,622	\$ 456,175	26.92%	\$ 123,772
COUNTY TAX							
TIF (10108058-580000)	\$ 2,142,268	\$ 2,142,268	100.00%	\$ 2,046,880	\$ 2,046,879	100.00%	\$ 95,389
OVERLAY	\$ -	\$ -	0.00%	\$ 2,584,032	\$ -	0.00%	\$ -
TOTAL CITY DEPARTMENTS	\$ 38,490,384	\$ 17,076,715	44.37%	\$ 37,867,950	\$ 16,343,253	43.16%	\$ 733,462
EDUCATION DEPARTMENT	\$ 39,062,197	\$ 6,675,964	17.09%	\$ 38,241,323	\$ 7,110,613	18.59%	\$ (434,649)
TOTAL GENERAL FUND EXPENDITURES	\$ 77,552,581	\$ 23,752,679	30.63%	\$ 76,109,273	\$ 23,453,866	30.82%	\$ 298,813

**CITY OF AUBURN, MAINE
INVESTMENT SCHEDULE
AS OF October 31, 2015**

INVESTMENT	FUND	BALANCE October 31, 2015	BALANCE September 30, 2015	INTEREST RATE
BANKNORTH MNY MKT	24-1242924 GENERAL FUND	\$ -	\$ 55,514.03	
BANKNORTH MNY MKT	24-1745910 GF-WORKERS COMP	\$ -	\$ 49,363.79	
BANKNORTH MNY MKT	24-1745944 GF-UNEMPLOYMENT	\$ -	\$ 67,120.15	
BANKNORTH MNY MKT	24-1809302 SPECIAL REVENUE	\$ -	\$ 52,729.44	
BANKNORTH MNY MKT	24-1745902 SR-PERMIT PARKING	\$ -	\$ 198,639.80	
BANKNORTH MNY MKT	24-1745895 SR-TIF	\$ -	\$ 121,375.21	
BANKNORTH MNY MKT	24-1745928 ICE ARENA	\$ -	\$ 250,108.95	
ANDROSCOGGIN BANK	449 CAPITAL PROJECTS	\$ 4,254,298.55	\$ 1,253,540.35	0.40%
ANDROSCOGGIN BANK	502 SR-TIF	\$ 1,000,990.92	\$ 600,759.76	0.40%
ANDROSCOGGIN BANK	836 GENERAL FUND	\$ 4,935,008.06	\$ 935,008.06	0.40%
ANDROSCOGGIN BANK	801 WORKERS COMP	\$ 50,006.36	\$ -	0.40%
ANDROSCOGGIN BANK	748 UNEMPLOYMENT	\$ 50,006.36	\$ -	0.40%
ANDROSCOGGIN BANK	684 EMS CAPITAL RESERVE	\$ 130,016.56	\$ -	0.40%
NORTHERN CAPITAL	02155 CAPITAL PROJECTS	\$ 750,000.00	\$ 750,000.00	0.45%
NORTHERN CAPITAL	02155 GENERAL FUND	\$ 500,000.00	\$ 500,000.00	0.50%
GRAND TOTAL		\$ 11,670,326.81	\$ 4,834,159.54	0.42%

City of Auburn, Maine

"Maine's City of Opportunity"

Finance Department

TO: Howard Kroll, City Manager
Honorable Mayor and City Council

FROM: Jill Eastman, Finance Director

DATE: October 28, 2015



RE: Questions from Councilor Crowley on EMS Transport asked at the City Council Meeting on October 19, 2015.

Responses were prepared by Fire Chief Frank Roma and staff.

The questions are listed below:

1. Councilor Crowley is concerned about the Patient Balances outstanding (total at the end of September \$281,275.99, over 120 days \$147,303.69) and would like to know what is being done to collect on these.

From our billing company:

"There are a number of things we do to try and collect on these accounts. I made a list below please let me know if you have other questions.

We contact the hospital to see if the patient has health insurance

We call the patient to see if they have insurance and if they do not we offer a payment plan

We check to see if they have MaineCare

We send out 3 bills asking for insurance information or to make a payment plan.

Of the accounts over 120 days there is a small percent who are making payments, maybe 10% of the patients do this. The rest are patients who do not have insurance or who have a balance after insurance and choose not to pay.

One suggestion to help with this issue is to follow what the hospital does. If a patient has a balance at the hospital they can apply for "free care" and if they are approved they will get their bill waived or reduced. If the patient does not apply for this at the hospital and ignores the bill the patient is sent to a collection department.

A collection department may not be what the City of Auburn wants to do at this time but it maybe something they talk about."

2. Councilor Crowley would like to know the number of hours that staff works on EMS and the cost of this (Stipends)

The number of hours that staff work on EMS (the rescues) is 672 hrs per week. This is also the stipend cost - \$672 per week.

3. What is the average salary for a firefighter/paramedic

The average salary for a Pvt-Paramedic is \$42,667/yr. We have 6 Pvt Paramedics.

The average salary for a Lieutenant Paramedic is \$57,955/yr. We have 5 Lt Paramedics

The average salary for a Battalion Chief Paramedic is \$70,994/yr. We have 2 BC Paramedics who have both been with the AFD for 20+ yrs.

EMS BILLING
BREAKDOWN -TOTAL CHARGES
July 1, 2015 - June 30, 2016
Report as of October 31, 2015

	July 2015	August 2015	Sept 2015	Oct 2015	Adjustment	Totals	% of Total
No Insurance Information				\$ 9,878.80		\$ 9,878.80	1.29%
Bluecross	\$ 4,447.40	\$ 9,313.20	\$ 16,358.80	\$ 7,914.80	\$ 4,086.60	\$ 42,120.80	5.51%
Intercept	\$ 200.00	\$ 400.00	\$ 500.00	\$ 400.00	\$ 100.00	\$ 1,600.00	0.21%
Medicare	\$ 76,994.00	\$ 81,754.00	\$ 95,440.20	\$ 83,724.40	\$ 2,690.00	\$ 340,602.60	44.58%
Medicaid	\$ 32,852.00	\$ 29,305.00	\$ 39,741.60	\$ 26,231.20	\$ 3,109.20	\$ 131,239.00	17.18%
Other/Commercial	\$ 36,705.40	\$ 31,800.40	\$ 41,227.00	\$ 33,338.80	\$ 15,208.20	\$ 158,279.80	20.72%
Patient	\$ 30,593.00	\$ 32,031.80	\$ 16,754.40	\$ 26,109.20	\$ (25,873.40)	\$ 79,615.00	10.42%
Worker's Comp					\$ 679.40	\$ 679.40	0.09%
TOTAL	\$ 181,791.80	\$ 184,604.40	\$ 210,022.00	\$ 187,597.20	\$ (0.00)	\$ 764,015.40	100.00%

EMS BILLING
BREAKDOWN -TOTAL COUNT
July 1, 2015 - June 30, 2016
Report as of October 31, 2015

	July 2015	August 2015	Sept 2015	Oct 2014	Adjustment	Totals	% of Total
No Insurance Information				12		12	1.25%
Bluecross	5	11	20	9		45	4.68%
Intercept	2	4	5	4		15	1.56%
Medicare	91	98	122	109		420	43.66%
Medicaid	40	35	52	34		161	16.74%
Other/Commercial	44	39	55	42		180	18.71%
Patient	37	39	21	32		129	13.41%
Worker's Comp						0	0.00%
TOTAL	219	226	275	242	0	962	100.00%

TOTAL REVENUE COLLECTED AS OF 10/31/15 \$344,313
TOTAL EXPENDITURES AS OF 10/31/15 \$199,849

**EMS BILLING
AGING REPORT
July 1, 2015 to June 30, 2016
Report as of October 31, 2015**

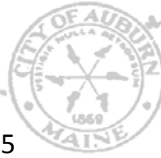
	Current		31-60		61-90		91-120		121+ days		Totals	
Bluecross	\$ 10,789.37	75%	\$ 4,409.03	31%	\$ 878.00	6%	\$ (465.81)	-3%	\$ (1,185.53)	-8%	\$ 14,425.06	2.92%
Intercept	\$ 600.00	100%	\$ -	0%	\$ -		\$ -		\$ -		\$ 600.00	0.12%
Medicare	\$ 74,649.80	96%	\$ 925.60	1%	\$ 408.16	1%	\$ -	0%	\$ 2,167.76	3%	\$ 78,151.32	15.81%
Medicaid	\$ 21,213.35	88%	\$ 1,579.80	7%	\$ -	0%	\$ (235.29)	-1%	\$ 1,539.67	6%	\$ 24,097.53	4.87%
Other/Commercial	\$ 43,886.66	65%	\$ 13,175.46	20%	\$ 864.00	1%	\$ -	0%	\$ 9,268.22	14%	\$ 67,194.34	13.59%
Patient	\$ 47,315.62	15%	\$ 29,612.18	10%	\$ 35,886.66	12%	\$ 27,062.67	9%	\$ 170,093.90	55%	\$ 309,971.03	62.69%
Worker's Comp	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0.00%
TOTAL	\$ 198,454.80		\$ 49,702.07		\$ 38,036.82		\$ 26,361.57		\$ 181,884.02		\$ 494,439.28	
	40%		10%		8%		5%		37%		100%	100.00%

City of Auburn, Maine

"Maine's City of Opportunity"

Financial Services

To: Howard Kroll, City Manager
From: Jill Eastman, Finance Director
Re: Arena Financial Reports for October 31, 2015



Attached you will find a Statement of Net Assets and a Statement of Activities and budget to actual reports for Norway Savings Bank Arena for revenue and expenditures as of October 31, 2015.

The Norway Savings Bank Arena report now includes a budget to actual comparison with last fiscal year for both revenues and expenditures.

NORWAY SAVINGS BANK ARENA

Statement of Net Assets:

The Statement of Net Assets lists current assets, noncurrent assets, liabilities and net assets and shows a comparison to the previous month, in this case, September 30, 2015.

Current Assets:

As of the end of October 2015 the total current assets of Norway Savings Bank Arena were (\$204,409). These consisted of cash and cash equivalents of \$91,281, accounts receivable of \$95,57 and an interfund payable of \$433,494, which means that Norway owes the General Fund \$433,494 at the end of October.

Noncurrent Assets:

Norway's noncurrent assets are equipment that was purchased, less depreciation (depreciation is posted at year end). The total value of the noncurrent assets as of October 31, 2015 was \$215,947.

Liabilities:

Norway Arena had accounts payable of \$49,552 as of October 31, 2015.

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 for Norway Arena through October 2015 are \$291,877. This revenue comes from the concessions, sign advertisements, pro shop lease, youth programming, shinny hockey, public skating and ice rentals.

The operating expenses for Norway Arena through October 2015 were \$395,070. These expenses include personnel costs, supplies, utilities, repairs, rent, capital purchases and maintenance.

As of October 2015 Norway Arena has an operating loss of \$103,193 compared to the October 2014 operating loss of \$203,953 a decrease in the operating loss for the fiscal year of \$100,760.

As of October 31, 2015 Norway Arena has a decrease in net assets of \$103,193.

The budget to actual reports for revenue and expenditures, with comparison to the same period last year show that revenue for FY16 is \$73,965 more than in FY15 and expenditures in FY16 are \$26,796 less than last year in October.

CITY OF AUBURN, MAINE
Statement of Net Assets
Norway Savings Bank Arena
October 31, 2015
Business-type Activities - Enterprise Fund

	October 31, 2015	September 30, 2015	Increase/ (Decrease)
ASSETS			
Current assets:			
Cash and cash equivalents	\$ 91,281	\$ 91,281	\$ -
Interfund receivables/payables	(433,494)	(413,276)	(20,218)
Prepaid Rent	42,207	42,207	-
Accounts receivable	95,597	60,213	35,384
Total current assets	(204,409)	(219,575)	15,166
Noncurrent assets:			
Capital assets:			
Buildings	38,905	38,905	-
Equipment	285,813	285,813	-
Land improvements	-	-	-
Less accumulated depreciation	(108,771)	(108,771)	-
Total noncurrent assets	215,947	215,947	-
Total assets	11,538	(3,628)	15,166
LIABILITIES			
Accounts payable	\$ 49,552	\$ 923	\$ 48,629
Total liabilities	49,552	923	48,629
NET ASSETS			
Invested in capital assets	\$ 215,947	\$ 215,947	\$ -
Unrestricted	\$ (253,961)	\$ (220,498)	\$ (33,463)
Total net assets	\$ (38,014)	\$ (4,551)	\$ (33,463)

CITY OF AUBURN, MAINE
Statement of Revenues, Expenses and Changes in Net Assets
Norway Savings Bank Arena
Business-type Activities - Enterprise Funds
Statement of Activities
October 31, 2015

	Norway Savings Arena
Operating revenues:	
Charges for services	\$ 291,877
Operating expenses:	
Personnel	118,074
Supplies	7,313
Utilities	71,790
Repairs and maintenance	8,001
Rent	168,828
Depreciation	-
Capital expenses	1,600
Other expenses	19,464
Total operating expenses	395,070
Operating gain (loss)	(103,193)
Nonoperating revenue (expense):	
Interest income	-
Interest expense (debt service)	-
Total nonoperating expense	-
Gain (Loss) before transfer	(103,193)
Transfers out	-
Change in net assets	(103,193)
Total net assets, July 1	65,179
Total net assets, October 31, 2015	\$ (38,014)

CITY OF AUBURN, MAINE
REVENUES - NORWAY SAVINGS BANK ARENA
Through October 31, 2015 compared to October 31, 2014

REVENUE SOURCE	FY 2016 BUDGET	ACTUAL REVENUES THRU OCT 2015	% OF BUDGET	FY 2015 BUDGET	ACTUAL REVENUES THRU OCT 2014	% OF BUDGET	VARIANCE
CHARGE FOR SERVICES							
Concissions	\$ 30,000	\$ -	0.00%	\$ 30,000	\$ 233	0.78%	\$ (233)
Sign Advertisements	\$ 230,000	\$ 66,938	29.10%	\$ 233,225	\$ 98,955	42.43%	\$ (32,018)
Pro Shop	\$ 8,500	\$ 2,346	27.60%	\$ 8,500	\$ 2,262	26.61%	\$ 84
Programs	\$ 280,000	\$ 57,711	20.61%	\$ 172,450	\$ 22,725	13.18%	\$ 34,986
Rental Income	\$ 398,500	\$ 164,882	41.38%	\$ 753,260	\$ 92,612	12.29%	\$ 72,270
Tournaments	\$ 50,000	\$ -	0.00%	\$ 24,500	\$ 1,125	4.59%	\$ (1,125)
TOTAL CHARGE FOR SERVICES	\$ 997,000	\$ 291,877	29.28%	\$ 1,221,935	\$ 217,912	17.83%	\$ 73,965
INTEREST ON INVESTMENTS	\$ -			\$ -			
GRAND TOTAL REVENUES	\$ 997,000	\$ 291,877	29.28%	\$ 1,221,935	\$ 217,912	17.83%	\$ 73,965

CITY OF AUBURN, MAINE
EXPENDITURES - NORWAY SAVINGS BANK ARENA
Through October 31, 2015 compared to October 31, 2014

DESCRIPTION	ACTUAL			ACTUAL			VARIANCE
	FY 2016 BUDGET	EXPENDITURES THRU OCT 2015	% OF BUDGET	FY 2015 BUDGET	EXPENDITURES THRU OCT 2014	% OF BUDGET	
Salaries & Benefits	\$ 311,000	\$ 118,074	37.97%	\$ 318,446	\$ 97,264	30.54%	\$ 20,810
Purchased Services	\$ 96,150	\$ 25,150	26.16%	\$ 67,800	\$ 27,650	40.78%	\$ (2,500)
Supplies	\$ 17,500	\$ 9,628	55.02%	\$ 9,000	\$ 21,372	237.47%	\$ (11,744)
Utilities	\$ 200,200	\$ 71,790	35.86%	\$ 204,846	\$ 64,545	31.51%	\$ 7,245
Capital Outlay	\$ 57,000	\$ 1,600	2.81%	\$ 80,000	\$ -	0.00%	\$ 1,600
Rent	\$ 507,000	\$ 168,828	33.30%	\$ 528,408	\$ 211,035	39.94%	\$ (42,207)
	\$ 1,188,850	\$ 395,070	33.23%	\$ 1,208,500	\$ 421,866	34.91%	\$ (26,796)
GRAND TOTAL EXPENDITURES	\$ 1,188,850	\$ 395,070	33.23%	\$ 1,208,500	\$ 421,866	34.91%	\$ (26,796)