



**City Council Workshop & Meeting
November 20, 2017
Agenda**

5:30 P.M. Workshop

- A. Norway Savings Bank / Maine Hockey Management Group Presentation – Jason Paquin (15 minutes)
- B. Memorandum of Understanding (Newbury Street Community Garden) – Yvette Bouttenot and Michael Chammings (10 minutes)
- C. Draft FY 2018 Workplan – Peter Crichton and Denise Clavette (30 minutes)
- D. Spring Street Order Amendment – Michael Malloy and Michael Chammings (10 minutes)

7:00 P.M. City Council Meeting

Roll call votes will begin with Councilor Stone

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 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 6, 2017 Regular Council Meeting
- III. **Communications, Presentations and Recognitions**
 - Recognition – St. Dominic Academy Women's Field Hockey Team
 - Presentation – Jam the Gym Night
 - Presentation – EL Student Fan Section
- 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**
 - 1. **Ordinance 13-11062017**
Amending the Code of Ordinances, Chapter 60 (Zoning), Sec. 60-2 (Definitions). Second reading.

VI. New Business

2. Order 108-11202017

Amending the Downtown Development and Tax Increment Financing (TIF) District #10 to remove a portion of the district including a parcel on Troy Street. Public hearing.

Establishing an Affordable Housing Development and Tax Increment Financing District (TIF) #22 to designate a parcel on Hampshire Street and Troy Street. Public hearing.

3. Order 109-11202017

Amending the Affordable Housing Development and Tax Increment Financing (TIF) District #21 located at 477 Minot Avenue. Public hearing.

4. Order 110-11202017

Authorizing the City Manager to execute the Collective Bargaining Agreement between the City of Auburn and the Police MAP Patrol and Detective from 7/1/2017 through 6/30/2020.

5. Order 111-11202017

Authorizing the City Manager to sign the Memorandum of Understanding for the Newbury Street Community Garden.

6. Order 112-11202017

Amendment to the Commitment of HOME Funds to the 62 Spring Street Project. Updated Borrower Designation.

VII. Reports

a. Mayor's Report

b. City Councilors' Reports

c. City Manager Report

d. Finance Director, Jill Eastman – October 2017 Monthly Finance Report

VIII. 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*.

IX. Executive Session - None

X. Adjournment



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date:

Author: Jason Paquin

Subject: Norway Savings Bank Arena / Maine Hockey Management Group Presentation

Information: Norway Savings Bank Arena Staff has had ongoing conversations with Maine Hockey Management Group over the past 9 months to discuss the potential of hosting a Jr. Hockey Team in the City of Auburn Maine. At this time, we feel it is appropriate to make the Ownership group's intentions public knowledge as we work toward the development of a mutually beneficial contract between the City and Maine Hockey Management Group.

City Budgetary Impacts: Positive Gain for Arena Budget, Increased Restaurant revenues

Staff Recommended Action: None at this time.

Previous Meetings and History:

Executive session

City Manager Comments:

I concur with the recommendation. Signature: _____

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Attachments: Overview of Previous City Staff / Ownership Group discussions

The Norway Savings Bank Arena Staff has been in discussions with the Maine Hockey Management Group since February of 2017 to examine the potential of hosting a Jr. Hockey Team in the City of Auburn. The group quickly identified Norway Savings Bank Arena as a target location due to the newer construction, size, central location and community connection the group has with Auburn. During this process, the involvement of Arena Staff, former Acting City Manager, John Bubier, Assistant City Manager, Denise Clavette, City Manager Peter Crichton, Owner / General Manager Ben Gray, and Owner, Ken Hodge; have all played key roles in the development of this opportunity. Through this process, the Group is looking to secure a multi-year contract permitting them to call Auburn home.

The Group has desires to utilize historically unused daytime ice during the week, which provides increased activity for the facility and will play a 30-game home schedule. Game dates will be structured to not interfere with annual tournaments and events, taking place on Friday and Saturday Evenings between August and April. Through the discussions between Arena Management and the Group, it has been clear that there is no desire to bring an additional youth hockey program into the facility along with the junior program, but rather serve the current youth hockey groups throughout the State and becoming Maine's Premier Junior Hockey Team.

Maine Hockey Management Group is committed to icing a competitive hockey program year after year in a non-pay to play league. The Caliber of the players participating in these types of leagues are potential Division I and Division III commits and will provide a pathway to the next level of hockey, the first of it's kind in Central Maine. The Group has identified an announcement date of December 1st, 2017 pending the approval of a multi-year contract.



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: November 20, 2017

Order: 111-11202017

Author: Yvette Bouttenot, Community Development Manager

Subject: Memorandum of Understanding (MOU) – Newbury Street Community Garden

Information: The City Council voted to approve funding for the City's second Community Garden at 88 Newbury Street, a city-owned lot located in the New Auburn target Area at its meeting of May 15, 2017. The funds have been allocated from the FFY2017 CDBG Budget and conforms with the 5 year Consolidated Plan. The MOU identifies the scope of the project, the allowable use of the lot, the responsibilities of the parties involved and the term for the use as a community garden. The language is taken from the MOU used for the Webster Street Community Garden.

City Budgetary Impacts: The program will be funded with CDBG Funds of \$22,000 from the FFY2017 budget. There is no City Budget funding for this program.

Staff Recommended Action: Consent to sign the Memorandum of Understanding between the City of Auburn and St. Mary's Nutrition Center.

Previous Meetings and History: May 15, 2017 City Council Meeting approving the FFY2017 Action Plan.

City Manager Comments:

I concur with the recommendation. Signature: _____

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Attachments: Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

St. Mary's Nutrition Center
City of Auburn – Community Garden at lot 221-064
88 Newbury Street, Auburn, Maine

This document shall represent a mutual understanding of a legal agreement between the City of Auburn (hereafter referred to as “the City”) and the St. Mary's Nutrition Center, part of St. Mary's Regional Medical Center (hereafter referred to as “NC”).

SCOPE

The scope of this project involves the NC continuing to support the Auburn Community Garden Initiative (ACGI) Coordinating Team to lead the coordination of construction, operation and maintenance of a community garden at the former house lot 221-064 of 88 Newbury Street, Auburn, Maine as part of the 2015-2019 Consolidated Plan for the City of Auburn and the Lewiston Community Development Block Grant (CDBG) which lists as a priority the creation and establishment of at least three distinct community gardens in the three underserved neighborhoods of Union street, Downtown and New Auburn.

The scope of this project shall also include the installation of a fence for security, the installation of water access (possibly in the form of spigot using an already existing “Tap” service pipe and isolation valve (curb stop)), the installation of a garden sign, the construction of a shed to store tools and equipment, the construction of compost bins to store plant debris, the construction of raised beds for individual and family garden plots and the planting of flowering and fruiting plants along the perimeter of the garden. All work and actions shall meet all requirements of local, state and federal regulations and codes.

COORDINATION

The development and implementation of the community garden at 88 Newbury Street will be jointly managed by the ACGI Coordinating Team (hereafter referred to as “the ACGI Team”) with the NC serving as lead coordinator. The composition of the ACGI Team may evolve over time to meet the needs of the project, but will always include a representative from the City of Auburn. Currently, the ACGI is comprised of the Androscoggin Land Trust, University of Maine Cooperative Extension, the Community Development Manager and the Recreation Director of the City of Auburn, a Master Gardener Volunteer, area residents, and staff of the St. Mary's Nutrition Center. Representatives will provide guidance and approval for decisions throughout the project, as well as participate in regularly scheduled ACGI Team meetings, regular email correspondences, and periodic conversations as needed to execute different stages of the project.

COMMUNICATION

Both the City and the NC shall designate a primary and secondary contact person to act as representatives throughout the project. All communications, documents, etc. shall be coordinated through these individuals during regular ACGI Team meetings and scheduled

conversations outside of these meetings. Until otherwise stated, the primary contact person on behalf of the City shall be the Community Development Manager and the primary contact person from the NC will be the Executive Director. Secondary contact people will be designated at a future time.

RESOURCES

Upon signing this agreement, the following commitments will be considered approved:

City of Auburn CDBG Budget - \$22,000	
Construction of the garden	\$15,000
Garden Coordinator	\$ 7,000

The ACGI Team will be jointly responsible for raising any additional funds and in-kind donations needed to successfully complete the second garden at 88 Newbury Street.

PLANS

The size of the garden will be approximately 100' x 75' and provide at a minimum 25 garden plots available for season one. There is potential for additional garden plots in future years.

- 1) The ACGI Team, along with community input, shall produce plans and specifications for the garden at 88 Newbury Street including but not limited to:
 - a. A site plan identifying and locating project components.
 - b. Sufficient details and specifications to illustrate methods of construction, the location of the tool shed and all component materials of fencing and grading.
- 2) City departments, through participation in the ACGI Team, shall approve the plans and specifications for a garden at 88 Newbury Street.
 - a. The ACGI Team shall provide all plan information, product and performance specifications as needed by the City.
 - b. The City shall review documents for compliance with departmental standards and provide feedback and suggest corrections or additional data.
 - c. Corrections/additional data requested by the City shall be provided by the ACGI Team and resubmitted for another review and final approval.

PERMITS

- 1) The City shall inform the NC which improvements, if any, require permits or licensing.
- 2) If the City determines that permits are required, the NC with support from the ACGI Team will obtain necessary permits required for construction, demolition, or reconstruction.

CONSTRUCTION

- 1) All construction plans will be coordinated and approved by City representatives serving as members of the ACGI Team prior to construction taking place.

- 2) The NC will coordinate with Auburn Water District to re-establish water in that area from existing equipment and coordinate seasonal activation and de-activation of the access point each year.

OWNERSHIP/MAINTENANCE

Lot 221-064 will remain City owned. Responsibility for operations and maintenance for the community garden at 88 Newbury Street will be jointly held by the ACGI Team and the City of Auburn.

- 1) Maintenance of the fenced garden area and designated perimeter plantings will be coordinated by the ACGI Team and executed in large part by community volunteers and residents. The Public Services Department will continue to maintain and mow the remaining areas of 88 Newbury Street that are not within the garden or perimeter bed.
- 2) ACGI Team representatives from the City will help to ensure maintenance practices are being followed.

LIABILITY

The City, as owner of the lot and any improvements and infrastructure contained or built upon it, will maintain liability for the lot's use as a community garden.

PARAMETER OF USE

This document acknowledges that the former house lot at 88 Newbury Street will be designated for use as a community garden space with leadership being provided by the NC with support from the ACGI Team.

The NC commits to ensuring that the space will be used for the purposes of a community garden and uses ancillary thereto and no other, and work to provide opportunities for individuals and families to grow food in distinct plots and support them in this activity through a community garden program that is supported by the ACGI Team as well as additional volunteers.

PERFORMANCE MEASURES

The Coordinating Team will assess the success of the 2nd community garden using the following end of season performance measures:

- 20-25 households engaged as community gardeners
- 75% of community gardeners that successfully complete growing season
- 60% of gardeners that report increase in household vegetable consumption
- 65% of gardeners that report that they feel more connected to community and neighbors
- 70% of gardeners that report that they have greater confidence in growing their own food
- A minimum of ten volunteers engaged

- A minimum of five partner organizations and businesses involved through volunteering or in-kind support

A final expense report will be provided by the Coordinating Team to the City Manager by November 30, 2018.

TERM, RENEWAL, AND ASSIGNMENT

The term of use for the lot at 88 Newbury Street as a community garden space, and uses ancillary thereto and no other, will be 5 years from the day this document is signed. This MOU will automatically renew for an additional term of 5 years on the same terms and conditions unless the NC or the City provides written notice of its intent to terminate before the end of the term. This agreement is not assignable without express written consent of the other party.

TERMINATION

Both the NC and the City reserve the right to terminate this agreement in the middle of the term at any time after completion of the first 5-year term (Enter date).

- 1) Termination Request – Request for termination shall be submitted in writing to the other party involved in this agreement
 - a. Should the NC terminate this agreement, another member of the Team will be allowed to enter into an agreement with the City to maintain and coordinate the garden.
 - b. Should the City terminate this agreement, the City agrees to facilitate transition of the garden and infrastructure investments to another lot within the City of Auburn, deemed suitable by the ACGI Team, within (180) days from the date of request for termination.
- 2) During the 180 day termination period, the ACGI Team has the option to continue use of space as agreed upon in this document without interference from the terminating party.
- 3) Once the terms of the Termination request have been agreed upon, the City and the NC will draft a document evidencing termination of use of 88 Newbury Street as a community garden space in recordable form.

The undersigned do hereby agree to the terms and conditions of this agreement as stated herein:

Concur: _____ Date: _____

Peter J. Crichton
City Manager
City of Auburn, ME

Concur: _____ Date: _____

Elizabeth Keene
VP of Mission Integration
St. Mary's Health System

Gravel Parking Area
70' X 20' (7 spaces)

Entrance/Exit

Bulk Materials

Entrance/Exit

Newbury Street
Garden

Shed 10 x10

Fruit Trees

Fence

62'

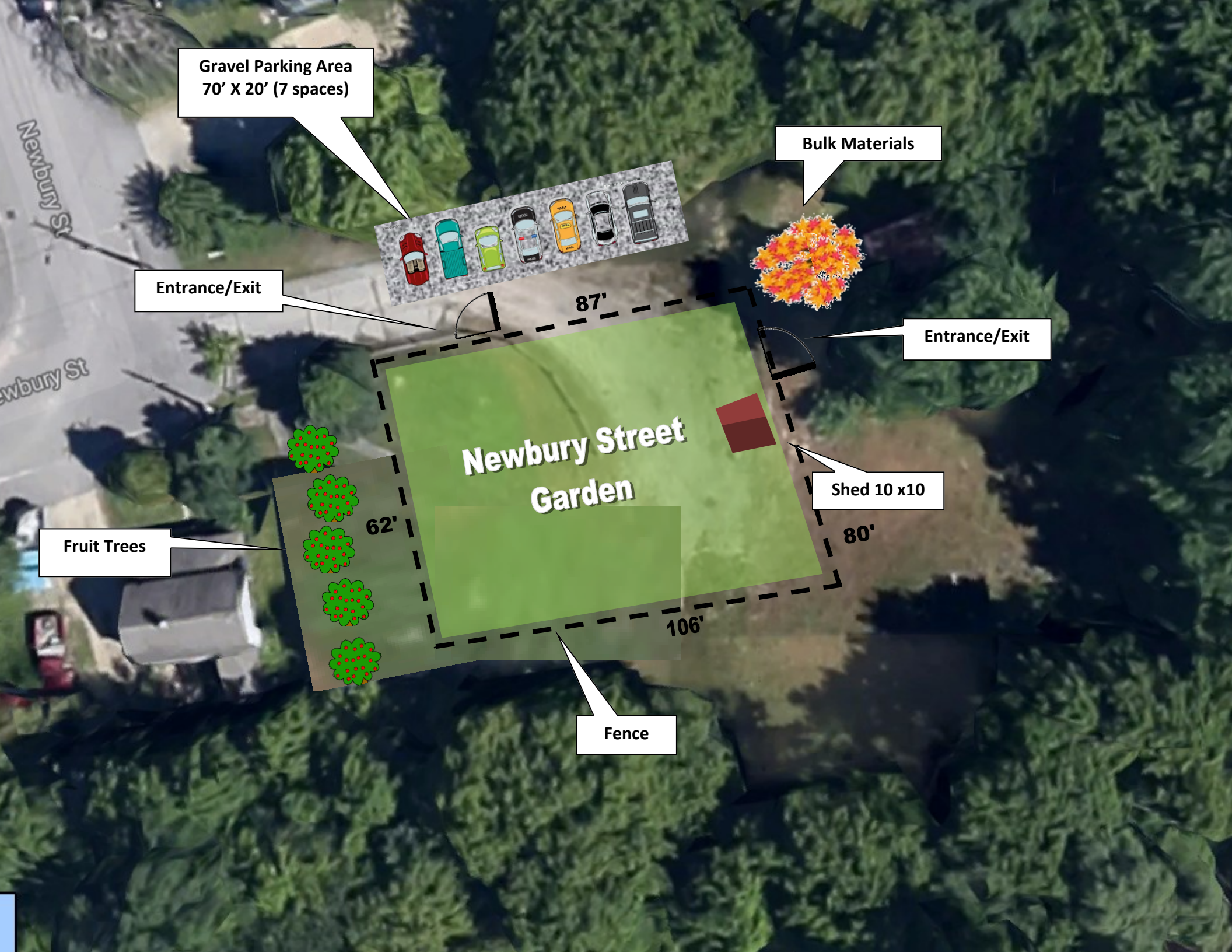
87'

80'

106'

Newbury St

Newbury St



James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



Leroy Walker, Ward Five
Grady R. Burns, At Large
David C. Young, At Large

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 111-11202017

ORDERED, that the City Council hereby Authorizes the City Manager to sign the Memorandum of Understanding for the Newbury Street Community Garden.



City of Auburn, Maine

Office of the City Manager

www.auburnmaine.gov | 60 Court Street

Auburn, Maine 04210

207.333.6601

TO: Mayor and Council Members

FROM: Peter J. Crichton, City Manager

A handwritten signature in blue ink, appearing to read "Peter", is placed next to the printed name.

DATE: November 16, 2017

RE: Workshop on FY18 Draft Work Plan

How time flies! This is my eighth month as city manager. When I was interviewed for this position and in the early days of my tenure, I am sure you will remember our conversations about creating a Work Plan for Auburn City Government that would help make an already effective organization into a more robust one with the theme of continuous excellence.

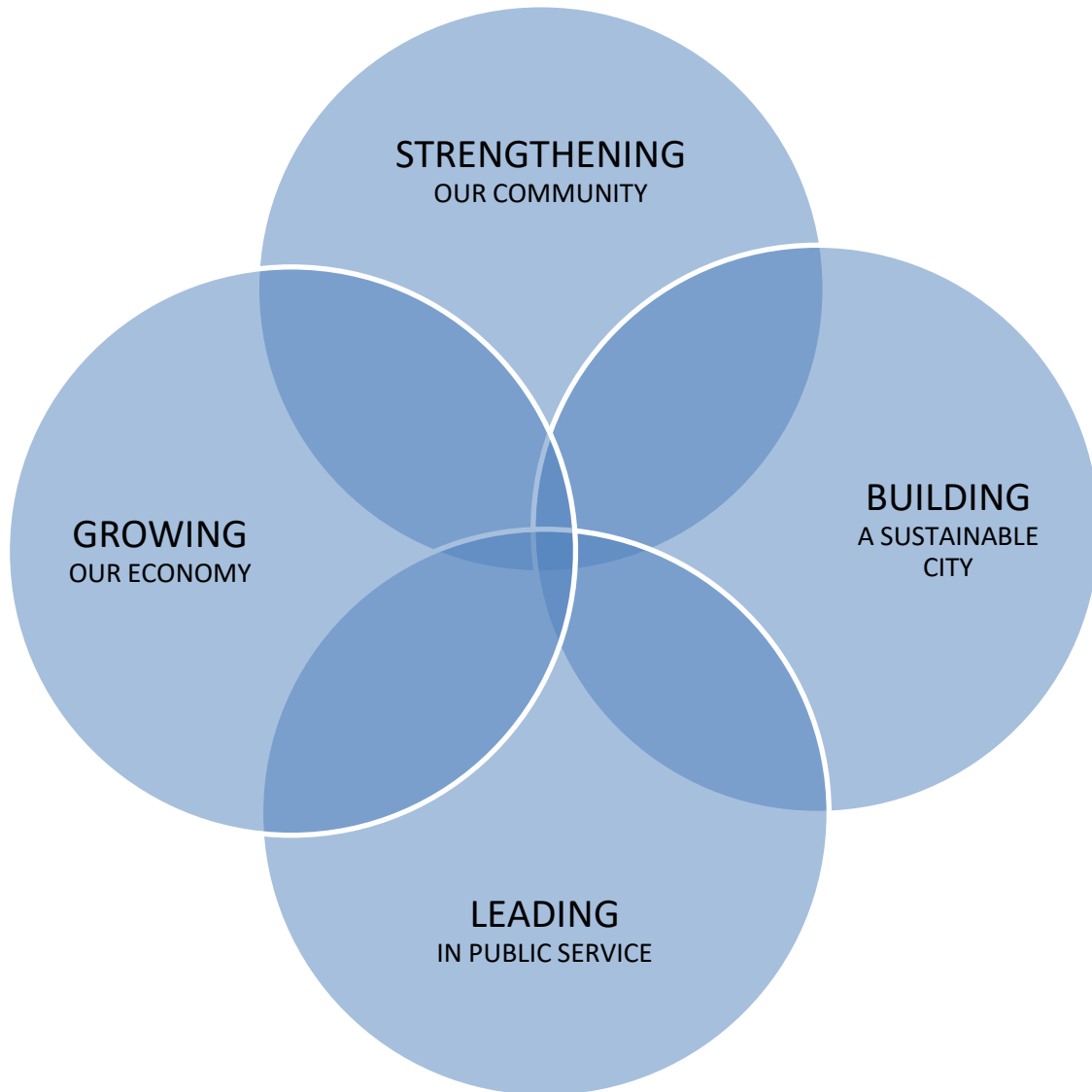
We have a talented and dedicated staff -- who are committed to advancing the organization and providing quality services to the citizens of Auburn. The goal of this Work Plan is to get to the next level of excellence by focusing on the goals and initiatives of the Council while optimizing the leadership and abilities of our multi-talented staff.

When the first Workshop was held on the Work Plan in September with the Mayor, Council Members, and Department Directors, we began the process of formulating a Work Plan. That evening we discussed many excellent ideas and numerous Council initiatives. The direction from the Council was to sharpen the plan's focus, make the schools a larger part of the plan, and use the plan as a way to prioritize the wide spectrum of Council initiatives and City goals to become one of the best small cities in America.

I would like to thank the Department Directors, my Executive Assistant Jody Durisko, and in particular the Assistant City Manager Denise Clavette for taking the first draft of the Work Plan and turning it into a more manageable draft plan. Denise has utilized her good listening skills and multiple talents to further modify the draft Work Plan in preparation for this Workshop. After receiving your final comments, the next step will be to have a conversation with the next Mayor and City Council. Denise and I will then work with the Department Directors to define in much greater detail who is responsible for each goal, initiative, and their priority, as well as a timeline, and measures of accountability.

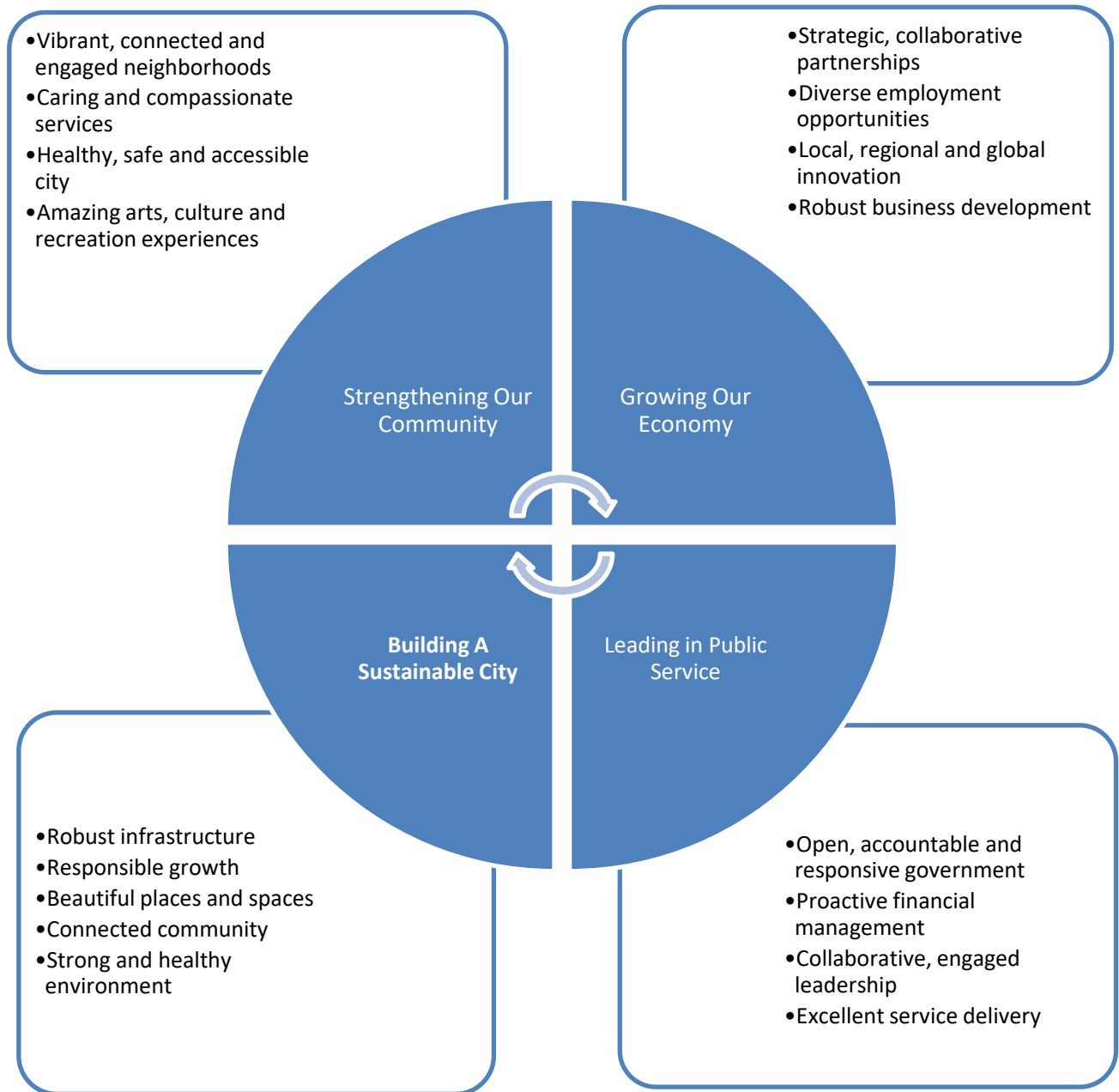
Thank you for this opportunity.

***DRAFT* City of Auburn FY18 Work Plan**

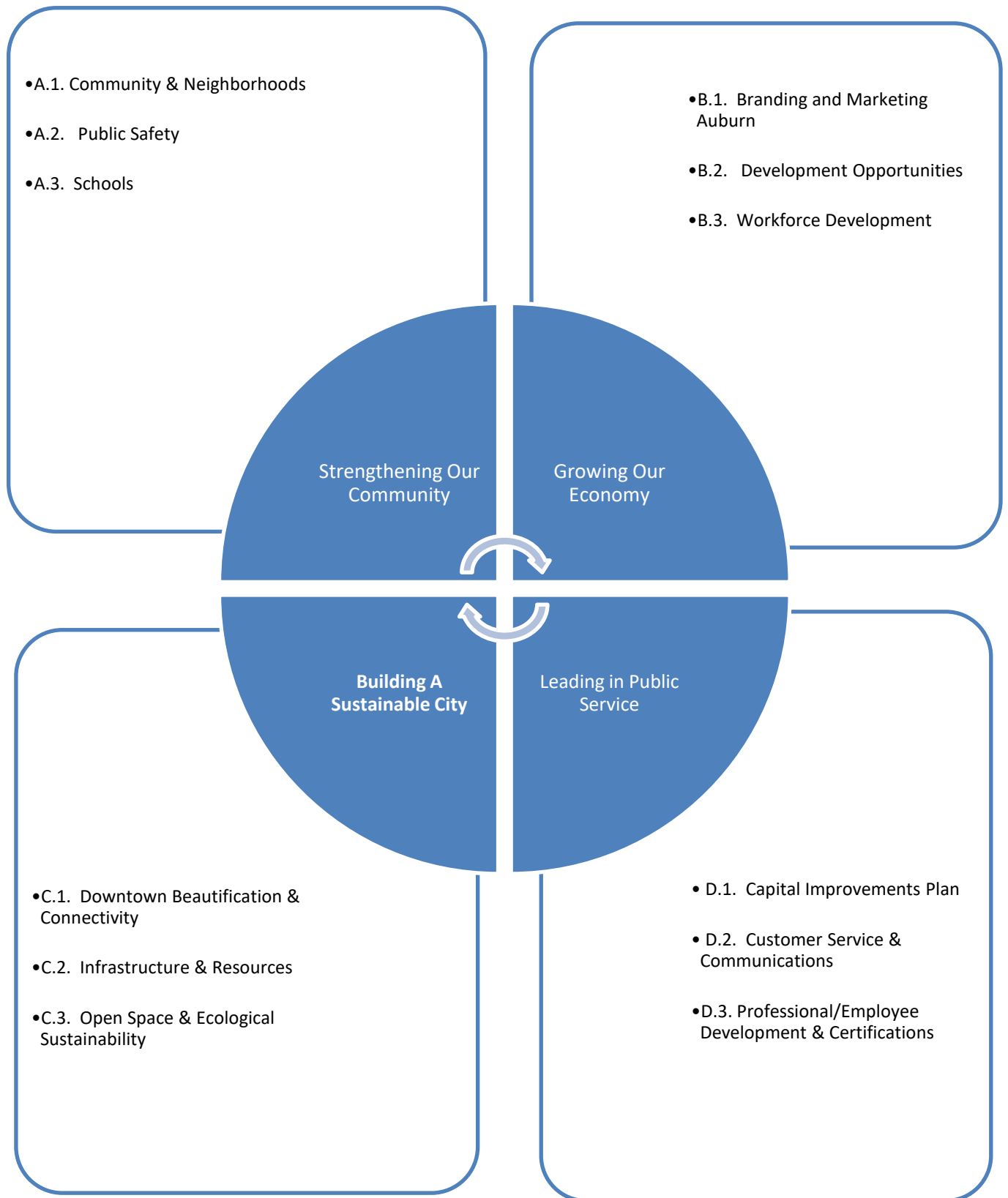


**Working together to increase property values and investment
in the City of Auburn**

Long Term Goals



FY 18 Work Plan Initiatives





**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: November 20, 2017

Order: 112-11202017

Author: Michael Chammings

Subject: Amendment to the Commitment of HOME Funds to the 62 Spring Street Project
Updated Borrower Designation

Information:

In 2015, the Council authorized the commitment of \$250,000 in HOME funds to the 62 Spring Street project, which will bring 41 housing units to the Downtown area, 32 of which will be low income housing and 9 of which will be market rate housing.

The funding request was first brought to the Council on behalf of Auburn Housing Development Corporation, which request was approved by the Council at its meeting on September 21, 2015, Order No. 9212015, and amended on September 12, 2016.

Since those meetings, the Project has formed a limited partnership, 62 Spring Street LP, to hold title to the property and to develop the project, with the support and assistance from the Auburn Housing Authority and the Housing Authority's various wholly owned entities. The sole general partner of 62 Spring Street LP is AHDC Development, Inc.

Rather than require a loan to AHDC Development, Inc. or Auburn Housing Development Corp., staff propose amending the Council's authority, as requested by the Developer, to allow for the loan to be made directly to the limited partnership which is permitted by the HOME regulations.

NOTE: The projected closing on this project is November 28, 2017, with groundbreaking expected in the following days. Loan documents have already been drafted and are in the final revision stage.

City Budgetary Impacts: None – The HOME funds have already been allocated to the 62 Spring Street project.

Staff Recommended Action: Approve the requested change in borrower from Auburn Housing Development Corporation to 62 Spring Street LP, authorize the Community Development Director, the City Manager, and the Assistant City Manager to execute a revised commitment letter and all other documents required for the closing of this transaction.

Previous Meetings and History: September 21, 2015; September 12, 2016

City Manager Comments:

I concur with the recommendation. Signature: _____

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Attachments:

24 C.F.R. § 92.300(a)(4) stating that rental housing is "sponsored" by the community development housing organization if it is "owned" or "developed" by a limited partnership of which the community housing development is the sole general partner.

Certificate of Limited Partnership of 62 Spring Street LP, stating in Article Fifth that the sole general partner is AHDC Development Inc.

ELECTRONIC CODE OF FEDERAL REGULATIONS

e-CFR data is current as of November 14, 2017

Title 24 → Subtitle A → Part 92 → Subpart G → §92.300

Title 24: Housing and Urban Development
 PART 92—HOME INVESTMENT PARTNERSHIPS PROGRAM
 Subpart G—Community Housing Development Organizations

§92.300 Set-aside for community housing development organizations (CHDOs).

(a) Within 24 months after the date that HUD notifies the participating jurisdiction of HUD's execution of the HOME Investment Partnerships Agreement, the participating jurisdiction must reserve not less than 15 percent of the HOME allocation for investment only in housing to be owned, developed or sponsored by community housing development organizations. For a State, the HOME allocation includes funds reallocated under §92.451(c)(2)(i) and, for a unit of general local government, includes funds transferred from a State under §92.102(b). The participating jurisdiction must certify the organization as meeting the definition of "community housing development organization" and must document that the organization has capacity to own, develop, or sponsor housing each time it commits funds to the organization. For purposes of this paragraph:

(1) Funds are reserved when a participating jurisdiction enters into a written agreement with the community housing development organization (or project owner as described in paragraph (a)(4) of this section) committing the funds to a specific local project in accordance with paragraph (2) of the definition of "commitment" in §92.2.

(2) Rental housing is "owned" by the community housing development organization if the community housing development organization is the owner in fee simple absolute of multifamily or single family housing (or has a long term ground lease) for rental to low-income families in accordance with §92.252. If the housing is to be rehabilitated or constructed, the community housing development organization hires and oversees the developer that rehabilitates or constructs the housing. At minimum, the community housing development organization must hire or contract with an experienced project manager to oversee all aspects of the development, including obtaining zoning, securing non-HOME financing, selecting a developer or general contractor, overseeing the progress of the work and determining the reasonableness of costs. The community housing development organization must own the rental housing during development and for a period at least equal to the period of affordability in §92.252. If the CHDO acquires housing that meets the property standards in §92.251, the CHDO must own the rental housing for a period at least equal to the period of affordability in §92.252.

(3) Rental housing is "developed" by the community development housing organization if the community housing development organization is the owner of multifamily or single family housing in fee simple absolute (or has a long term ground lease) and the developer of new housing that will be constructed or existing substandard housing that will be rehabilitated for rent to low-income families in accordance with §92.252. To be the "developer," the community development housing organization must be in sole charge of all aspects of the development process, including obtaining zoning, securing non-HOME financing, selecting architects, engineers and general contractors, overseeing the progress of the work and determining the reasonableness of costs. At a minimum, the community housing development organization must own the housing during development and for a period at least equal to the period of affordability in §92.252.

(4) Rental housing is "sponsored" by the community development housing organization if it is rental housing "owned" or "developed" by a subsidiary of a community housing development organization, a limited partnership of which the community housing development organization or its subsidiary is the sole general partner, or a limited liability company of which the community housing development organization or its subsidiary is the sole managing member.

(i) The subsidiary of the community housing development organization may be a for-profit or nonprofit organization and must be wholly owned by the community housing development organization. If the limited partnership or limited liability company agreement permits the community housing development organization to be removed as general partner or sole managing member, the agreement must provide that the removal must be for cause and that the community housing development organization must be replaced with another community housing development organization.

(ii) The HOME funds must be provided to the entity that owns the project.

(5) HOME-assisted rental housing is also "sponsored" by a community housing development organization if the community housing development organization "developed" the rental housing project that it agrees to convey to an identified private nonprofit organization at a predetermined time after completion of the development of the project. Sponsored rental housing, as provided in this paragraph (a)(5), is subject to the following requirements:

(i) The private nonprofit organization may not be created by a governmental entity.

(ii) The HOME funds must be invested in the project that is owned by the community housing development organization.

(iii) Before commitment of HOME funds, the community housing development organization sponsor must select the nonprofit organization that will obtain ownership of the property.

(A) The nonprofit organization assumes the community housing development organization's HOME obligations (including any repayment of loans) for the rental project at a specified time after completion of development.

(B) If the housing is not transferred to the nonprofit organization, the community housing development organization sponsor remains responsible for the HOME assistance and the HOME project.

(6) Housing for homeownership is "developed" by the community development housing organization if the community housing development organization is the owner (in fee simple absolute) and developer of new housing that will be constructed or existing substandard housing that will be rehabilitated for sale to low-income families in accordance with §92.254.

(i) To be the "developer" the community development housing organization must arrange financing of the project and be in sole charge of construction. The community housing development organization may provide direct homeownership assistance (e.g., downpayment assistance) when it sells the housing to low-income families and the community housing development organization will not be considered a subrecipient. The HOME funds for downpayment assistance shall not be greater than 10 percent of the amount of HOME funds for development of the housing.

(ii) The participating jurisdiction must determine and set forth in its written agreement with the community housing development organization the actual sales prices of the housing or the method by which the sales prices for the housing will be established and whether the proceeds must be returned to the participating jurisdiction or may be retained by the community housing development organization.

(A) While proceeds that the participating jurisdiction permits the community housing development organization to retain are not subject to the requirements of this part, the participating jurisdiction must specify in the written agreement with the community housing development organization whether the proceeds are to be used for HOME-eligible activities or other housing activities to benefit low-income families.

(B) Funds that are recaptured because the housing no longer meets the affordability requirements under §92.254(a)(5)(ii) are subject to the requirements of this part in accordance with §92.503.

(7) The participating jurisdiction determines the form of assistance (e.g., grant or loan) that it will provide to the community housing development organization receives or, for rental housing projects under paragraph (a)(4) of this section, to the entity that owns the project.

(b) Each participating jurisdiction must make reasonable efforts to identify community housing development organizations that are capable, or can reasonably be expected to become capable, of carrying out elements of the jurisdiction's approved consolidated plan and to encourage such community housing development organizations to do so. If during the first 24 months of its participation in the HOME Program a participating jurisdiction cannot identify a sufficient number of capable community housing development organizations, up to 20 percent of the minimum community housing development organization set aside of 15 percent specified in paragraph (a) of this section, above, (but not more than \$150,000 during the 24 month period) may be committed to develop the capacity of community housing development organizations in the jurisdiction.

(c) Up to 10 percent of the HOME funds reserved under this section may be used for activities specified under §92.301.

(d) HOME funds required to be reserved under this section are subject to reduction, as provided in §92.500(d).

(e) If funds for operating expenses are provided under §92.208 to a community housing development organization that is not also receiving funds under paragraph (a) of this section for housing to be owned, developed or sponsored by the community housing development organization, the participating jurisdiction's written agreement with the community housing development organization must provide that the community housing development organization is expected to receive funds under paragraph (a) of this section for a project within 24 months of the date of receiving the funds for operating expenses, and specifies the terms and conditions upon which this expectation is based.

(f) The participating jurisdiction must ensure that a community housing development organization does not receive HOME funding for any fiscal year in an amount that provides more than 50 percent or \$50,000, whichever is greater, of the community housing development organization's total operating expenses in that fiscal year. This also includes organizational support and housing education provided under section 233(b)(1), (2), and (6) of the Act, as well as funds for operating expenses provided under §92.208.

[61 FR 48750, Sept. 16, 1996, as amended at 62 FR 28930, May 28, 1997; 78 FR 44677, July 24, 2013]

Need assistance?

State of Maine



Department of the Secretary of State

I, the Secretary of State of Maine, certify that according to the provisions of the Constitution and Laws of the State of Maine, the Department of the Secretary of State is the legal custodian of the Great Seal of the State of Maine which is hereunto affixed and that the paper to which this is attached is a true copy from the records of this Department.

In testimony whereof, I have caused the Great Seal of the State of Maine to be hereunto affixed. Given under my hand at Augusta, Maine, this second day of November 2017.




A handwritten signature in black ink, appearing to read "Matthew Dunlap", written over a horizontal line.

Matthew Dunlap
Secretary of State

DOMESTIC
LIMITED PARTNERSHIP

STATE OF MAINE

CERTIFICATE OF
LIMITED PARTNERSHIP

File No. 20170000LP Pages 3 Fee Paid \$ 175 DCN 2161873600001 LTPT FILED 07/01/2016
 Deputy Secretary of State
A True Copy When Attested By Signature Deputy Secretary of State

Pursuant to 31 MRSA §1321, the undersigned executes and delivers the following Certificate of Limited Partnership:

FIRST: The name of the limited partnership is:

62 Spring Street LP

(The name must contain one of the following: "Limited Partnership", "L.P." or "LP"; see 31 MRSA §1308.1.A.2.)

SECOND: The street and mailing address of the limited partnership's designated office shall be:

20 Great Falls Plaza, Auburn, Maine 04210

(physical location - street (not P.O. Box), city, state and zip code)

P.O. Box 3037, Auburn, Maine 04212-3037

(mailing address if different from above)

THIRD: The Registered Agent is a: (select **either** a Commercial or Noncommercial Registered Agent)

☐

Commercial Registered Agent

CRA Public Number: _____

(name of commercial registered agent)

☒

Noncommercial Registered Agent

Richard S. Whiting

(name of noncommercial registered agent)

20 Great Falls Plaza, Auburn, Maine 04210

(physical location, not P.O. Box - street, city, state and zip code)

P.O. Box 3037, Auburn, Maine 04212-3037

(mailing address if different from above)

Form No. MLPA-6 (1 of 3)

FOURTH: Pursuant to 5 MRSA §108.3, the registered agent as listed above has consented to serve as the registered agent for this limited partnership.

FIFTH: The name, street and mailing address of each general partner is:

Name	Address
AHDC Development Inc.	20 Great Falls Plaza, Auburn, Maine 04210
	P.O. Box 3037, Auburn, Maine 04212-3037

☐ Names and addresses of additional general partners are attached as Exhibit _____, and made a part hereof.

SIXTH: Check only if applicable

☐ The limited partnership is a limited liability limited partnership.

(If checked, the name in Item First must contain one of the following: "Limited Liability Limited Partnership", "L.L.L.P." or "LLLP" and cannot contain the abbreviation of "L.P" or "LP"; see 31 MRSA §1308.1.A.3)

SEVENTH: Check only if applicable

☐ This is a professional limited liability limited partnership* formed pursuant to 31 MRSA §1354.4 to provide the following professional services: (see 13 MRSA, chapter 22-A for information on what constitutes professional services)

(type of professional services)

EIGHTH: Other provisions of this certificate, if any, that the partners determine to include OR any additional information as required by 31 MRSA subchapter 11 are set forth in the attached Exhibit _____ and made a part hereof.

Dated June 30, 2016

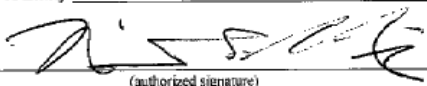
General Partner(s) **

_____ (signature)	_____ (type or print name)
_____ (signature)	_____ (type or print name)
_____ (signature)	_____ (type or print name)

Form No. MLPA-6 (2 of 3)

For General Partner(s) which are Entities**

Name of Entity AHDC Development Inc.

By 
(authorized signature)

Richard S. Whiting, Secretary

(type or print name and capacity)

Name of Entity _____

By _____
(authorized signature)

(type or print name and capacity)

Name of Entity _____

By _____
(authorized signature)

(type or print name and capacity)

*In addition to the requirements in Item Sixth, the name must contain one of the following: "chartered", "professional association" or "service" or the abbreviation "P.A.". In lieu of requirements in Item Sixth, the name must contain one of the following: "professional limited liability limited partnership" or abbreviation "PLLLP" or P.L.L.L.P., or "S.L.L.L.P.". Examples of professional services are accountants, attorneys, chiropractors, dentists, registered nurses and veterinarians. (This is not an inclusive list – see 13 MRSA §723.7.)

Certificate **MUST be signed by all of the general partners listed in Item Fifth.

The execution of this certificate constitutes an oath or affirmation under the penalties of false swearing under 17-A MRSA §453.

Please remit your payment made payable to the Maine Secretary of State.

Submit completed form to:

Secretary of State
Division of Corporations, UCC and Commissions
101 State House Station
Augusta, ME 04333-0101
Telephone Inquiries: (207) 624-7752

Email Inquiries: CEC.Corporations@Maine.gov

Form No. MLPA-6 (3 of 3) Rev. 7/1/2008

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



Leroy Walker, Ward Five
Grady R. Burns, At Large
David C. Young, At Large

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 112-11202017

Amending Order No. 09212015, authorizing the Community Development Director, the City Manager, and the Assistant City Manager, to execute and deliver a revised commitment letter and execute all loan documents necessary to complete the transaction under which the City agrees to lend \$250,000.00, whose source shall be HOME Investment Partnership Program Funds, to 62 Spring Street LP, to be used exclusively for construction financing for the development of an affordable housing project located at 62 Spring Street in Auburn.

IN COUNCIL REGULAR MEETING NOVEMBER 6, 2017 VOL. 35 PAGE 84

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. Councilor Stone had an excused absence. All other Councilors were present.

I. Consent Items

1. Order 99-11062017*
Confirming Chief Crowell's appointment of John Banville as Constable without firearm for the Auburn Police Department.
2. Order 100-11062017*
Accepting the transfer of \$1,940.00 forfeiture assets in Rem in U.S. Currency to the Auburn Police Department (Unified Criminal Court Docket No. CR-17-1847 Dennis Roman).
3. Order 101-11062017*
Accepting the transfer of \$3,295.00 forfeiture assets in Rem (\$1,087.35 in U.S. Currency) to the Auburn Police Department (Unified Criminal Court Docket No. CR-17-1660 Cain Robertson).
4. Order 102-11062017*
Approving the temporary sign request for the Auburn Ski Association's annual Ski Swap.
5. Order 103-11062017*
Appointing Wardens and Ward Clerks for the November 7, 2017 Election.

Motion was made by Councilor Pross and seconded by Councilor Burns for passage of consent items.

Passage 5-0-1 (Councilor Titus was out of the room for this vote).

II. Minutes – October 16, 2017 Regular Council Meeting

Motion was made by Councilor Burns and seconded by Councilor Walker to accept the minutes of the October 16, 2017 Council Meeting.

Passage 5-0-1 (Councilor Titus was out of the room for this vote).

III. Communications, Presentations and Recognitions - none

- ### **IV. Open Session – Mamie Anthoine Ney, Auburn Public Library Director invited citizens to visit an exhibit at the Library called Marking Time a Voyage to Vietnam.**

V. Unfinished Business

1. Ordinance 11-10162017

Amending Chapter 24, Article II, Division 1, Sec. 24-23 of the General Assistance Ordinance Annual Adjustment of Maximum Benefits, Appendices A, B, C, and D effective 10/01/2017 to 9/30/2018. Second reading.

Motion was made by Councilor Burns and seconded by Councilor Walker for passage.

Public comment – no one from the public spoke.

Passage 6-0. A roll call vote was taken.

2. Ordinance 12-10162017

Amending the General Assistance Ordinance Chapter 24, Article II, Division 1, Sec. 24-21 (d) *Information from other sources*; and Chapter 24, Article II, Division 4, Sub division II, Sec. 24-161 (*) (h) *Determination of family members' ability to pay*. Second reading.

Motion was made by Councilor Burns and seconded by Councilor Walker for passage.

Public comment – no one from the public spoke.

Passage 6-0. A roll call vote was taken.

3. Order 95-10162017

Authorizing Staff to proceed with the discontinuance of a section of the Troy Street Right of Way.

Motion was made by Councilor Burns and seconded by Councilor Pross for passage.

Passage 4-2 (Councilors Titus and Lee opposed).

4. Order 96-10162017

Authorizing \$110,000 in HOME funds be reserved for the Troy Street workforce housing project.

Motion was made by Councilor Burns and seconded by Councilor Pross for passage.

Public comment - no one from the public spoke.

Passage 5-1 (Councilor Lee opposed).

5. Order 97-10162017

Authorizing the City Manager to sign the Memorandum of Understanding between the City of Auburn and the Auburn Business Development Corporation.

Motion was made by Councilor Pross and seconded by Councilor Burns for passage.

Passage 5-0-1 (Councilor Lee was out of the room for this vote).

VI. New Business

6. Public Hearing - CDBG substantial amendment

Motion was made by Councilor Burns and seconded by Councilor Titus to open public hearing. No one from the public spoke.

7. Order 104-11062017

Appointing Amy Dieterich to the Board of Assessment Review as a full member with a term expiration of 10/01/2022.

Motion was made by Councilor Lee and seconded by Councilor Walker for passage of Orders 104-11062017, 105-11062017, 106-11062017.

Public comment- Bruce Richardson, Zoning Board of Appeals applicant introduced himself to the Council.

Passage 6-0.

8. Order 105-11062017

Appointing Shelly Norton to the Conservation Commission with a term expiration of 06/01/2020.

See Order 104-11062017.

9. Order 106-11062017

Reappointing Bruce Richardson, Christopher Gendron, and Courtney McDonough to the Zoning Board of Appeals, each as full members with a term expiration of 10/01/2020.

See Order 104-11062017.

10. Order 107-11062017

Approving the Liquor license for Tin Tin Buffet located at 120 Center Street, Suite 202. Public hearing.

Motion was made by Councilor Pross and seconded by Councilor Walker for passage.

Public hearing – no one from the public spoke.

Passage 6-0.

11. Order 108-11062017

Authorizing staff to request proposals for the History Trail Signage project, and to utilize up to \$25,000 of existing Wayfinding funds for the project.

Motion was made by Councilor Burns and seconded by Councilor Walker for passage.

Public comment – no one from the public spoke.

Passage 6-0.

12. Ordinance 13-11062017

Amending the Code of Ordinances, Chapter 60 (Zoning), Sec. 60-2 (Definitions).
Public hearing and first reading.

Motion was made by Councilor Burns and seconded by Councilor Walker passage.

Public hearing – no one from the public spoke.

Passage 6-0. A roll call vote was taken.

13. Resolve 04-11062017

Authorizing the City Auburn to Join a Lawsuit Against Opiate Drug Companies.

Motion was made by Councilor Burns and seconded by Councilor Walker for passage.

Public comment – no one from the public spoke.

Passage 4-1-1 (Councilor Titus opposed and Councilor Lee abstained).

VII. Reports

a. Mayor's Report – the Mayor advised the public of the fall open house that is to be held on Saturday at 7:00 PM at the Engine House. He also on noted that on Tuesday, November 14th at Central Maine Community College the Annual Pack the Gym event will take place with the Police Department All Stars who will be taking on the Central Maine Community College basketball team. He commented on the Auburn Business Development Corporation item, he thanked the City Clerk and Election Staff for their efforts with the upcoming election, and last, he wished staff member Brian Soucy (Great Falls TV) a happy birthday.

b. City Councilors' Reports

Councilor Young – reported on the Great Falls TV Committee meeting and some changes to some of the channels. He also reported on an incident where a woman lost her purse. He helped her to get her purse back adding that the Police Department did a great job quickly responding to the issue.

Councilor Pross – reported on the School Committee meeting where they discussed early release at the middle and high schools. The issue was tabled to November 15th. He also reported on a telephone pole fire that he saw, he called 9-1-1 and was pleased with the quick response.

Councilor Titus – reported on the Water and Sewer Districts and the Androscoggin County Budget Committee.

Councilor Lee – encouraged people to attend the fall open house at the Engine House on November 11th at 7:00 PM. He reported that he attended the Fright Festival and was a judge for the costume contest. He noted that after storm he had a chance to visit the food pantry at the High Street Congregational Church, and last, he encouraged folks to vote at tomorrow's election.

Councilor Walker – called attention to hunters and asked people to respect the land owners and the “do not hunt signs” and to *please* don't pull the trigger if you are not sure what you are shooting.

Councilor Burns – encouraged people to vote tomorrow, adding that polls are open from 7:00 AM until 8:00 PM at each of the five polling places.

- c. **City Manager Report** – he asked for direction from the Council regarding the Memorandum of Understanding on the St Mary's Nutritional Center (Community Garden), he reminded citizens that there will be an Ag Study meeting held on the 16th of this month and a City Council Workshop scheduled for Monday November 13th on the Barker Mill Dam. He echoed comments made earlier on the Election effort, and he thanked the City Staff for their storm efforts especially the Police, Fire, Public Services, and 9-1-1 Departments.

- d. **Finance Director, Jill Eastman** – September 2017 Monthly Finance Report

Motion was made by Councilor Burns and seconded by Councilor Walker to accept and place on file the September 2017 monthly finance report.

Passage 6-0.

- VIII. **Open Session** - Auburn Police Chief, Phil Crowell provided an update on the recent Drug takeback collection and **Peter Rubens commented on the History Trail.**

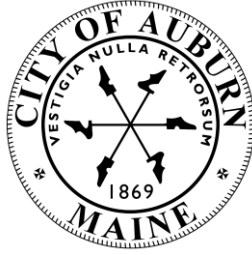
- IX. **Executive Session** - Regarding labor negotiations (Police - MAP), pursuant to 1 M.R.S.A. 405 (6)(D). *This item was taken up during the workshop.*

X. Adjournment

Motion was made by Councilor Lee and seconded by Councilor Burns to adjourn.
Passage 6-0 . Time 8:16 PM.

A True Copy.

ATTEST *Susan Clements Dallaire*
Susan Clements-Dallaire, City Clerk



MAYORAL PROCLAMATION

WHEREAS, St. Dominic Academy Field Hockey Team have made the community proud as they finished first in heal point playoff system for Southern Class C, which gave them home field advantage for the firsttwo rounds of playoffs.

WHEREAS, The St. Dominic Academy Field Hockey Team opened the playoffs against #8 seeded Lisbon, October 17th. The Saints prevailed winning 4-0. On October 20th, the Saints hosted #4 Dirigo. The Saints rallied once again with a 3-0 Win. The win put St. Dominic Academy Field Hockey in the Class C Regional Finals.

WHEREAS, The Saint Dominic Academy Field Hockey TeamOctober 24th at Thornton Academy took on rival Spruce Mtn. for the Regional Class C Regional Finals. A hard fought battle with the Saints Winning 3-2 to claim the Regional Championship and advancing them to the Class C State Championship Game.

WHEREAS, The St. Dominic Academy Field Hockey Team on October 28th at Falmouth High School took on Northern Regional Champion Winthrop. The Saints prevailed winning in double overtime 3-2 for the Class C State Championship.

NOW, THEREFORE, BE IT RESOLVED, The Mayor of Auburn wishes to congratulate and thank St. Dominic Academy for winning the Class C State Field Hockey.

Given under my hand and seal this 20th day of November, 2017.

Mayor Jonathan P. LaBonté

ATTEST:

Susan Clements-Dallaire, CCM, CMC City Clerk



Presentation

Jam the Gym Night - November 14, 2017

The Auburn Police Department All-Stars took on the Mustangs from Central Maine Community College.

All event proceeds benefit Auburn PAL



Presentation

EL Student Fan Section



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: November 20, 2017 **Ordinance:** 13-11062017

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

Subject: Text Amendment of Chapter 60 livestock related definitions.

Information: The City Council requested staff and the Planning Board to amend the Zoning Ordinance to eliminate conflict regarding livestock definitions and minimum lot size for the keeping of livestock that currently exists between Chapter 8 and Chapter 60. The draft text amendment addresses: 1) how livestock is defined, and 2) the acreage required for the keeping of livestock. The change makes the two ordinances consistent but still requires the 1 acre minimum that already exists in Chapter 8.

City Budgetary Impacts: None. Makes conflicting ordinance standards consistent.

Staff Recommended Action: Staff recommends the City Council hold the required public hearing and approve 2nd reading.

Previous Meetings and History: The issue of livestock has been discussed at numerous City Council meetings since March 2017. The City Council asked the Planning Board to initiate a zoning text amendment to correct the contradictions around livestock. The Planning Board discussed draft text amendments at their August and September meetings and voted to approve the draft text amendment and forward it to the City Council for a final vote. All Planning Board materials from the two meetings are included as attachments. The Council discussed this language at the October 16 meeting. Passage of first reading on 11/6/2017.

City Manager Comments:

I concur with the recommendation. Signature: Peter J. Cousens

Attachments:

1. Planning Board Report for Livestock at the September 12, 2017 meeting.
2. Planning Board Memo for Discussion at the August 8, 2017 meeting.
3. Livestock Ordinance-Second Reading
4. Public Notice



City of Auburn, Maine

Office of Economic & Community Development
www.auburnmaine.gov | 60 Court Street
Auburn, Maine 04210
207.333.6601

PLANNING BOARD REPORT to the CITY COUNCIL

To: Mayor LaBonte and Honorable Members of the Auburn City Council

From: Auburn Planning Board

Re: Text Amendment for Livestock

Date: October 2 2017

- A. **SUMMARY** - On September 12, 2017 the Auburn Planning Board held a public hearing and made a recommendation on a Zoning Ordinance Text Amendment to address contradictory definitions of Livestock and Animals pursuant to Chapter 8 Animals, Article I, Sec 8-1 and Chapter 60 Zoning, Article I, Sec. 60-2. The meeting consisted of a staff presentation and discussion by the Planning Board. After the discussion, the Planning Board voted unanimously in favor (motion by Cyr, seconded by Scoggins) to send a recommendation of APPROVAL for the Text Amendment on to the City Council for final action.

PROPOSAL - Two major discrepancies arise between Chapter 8 & 60 Definitions that the Planning Board would like to address: 1) how livestock is defined, and 2) the acreage required for the keeping of livestock. The definition of livestock from Chapter 60 Sec. 60-2 reads: *"Livestock means domestic animals kept, used or raised on a farm for the production of income."* This definition leaves the door open, if livestock are not being raised for the production of income, to be interpreted as pets. The definition of livestock from Chapter 8 Animals reads: *"Livestock means, but may not be limited to, any horses, mules, donkeys, cattle, goats, sheep, or swine."* The Chapter 8 definition simply indicates what livestock are, irrespective of purpose.

The simplest and most effective change would update the definition of livestock in Chapter 60 to read identical to the definition in Chapter 8. In addition to integrating the definition of livestock from Chapter 8 into Chapter 60, staff recommends updating the definition title of **"Farm, Animal"** to read as **"Farm, Livestock"** in Chapter 60 Definitions since the definition refers only to what the definition of livestock in Chapter 8 refers to as livestock. Staff also recommended the new definition of **"Farm, Livestock"** in Chapter 60 include the one acre minimum specified by Chapter 8, Sec. 8-264 (2) Keeping of Livestock generally.

PLANNING BOARD DELIBERATION AND RECOMMENDATION - The Staff presented a report and draft text amendment at the Planning Board's August meeting & a public hearing for the September meeting. The Planning Board discussed the proposed changes suggested by staff. In addition, to accepting the changes put forth by staff, the Planning Board also

offered some further wordsmithing to facilitate more unification in Chapter 60 definitions of livestock.

Planning Board member Philbrick made a motion, seconded by Scoggins to forward a recommendation of Approval to the City Council to amend the Auburn Code of Ordinances by updating the definitions of “Livestock” and “Farm, Animal” in Chapter 60 Zoning, Sec.

60-2 Definitions which was supported unanimously as per attachment.



City of Auburn, Maine

Office of Economic & Community Development
www.auburnmaine.gov | 60 Court Street
Auburn, Maine 04210
207.333.6601

The definition for Livestock and Farm, Animal definitions in Chapter 60, Sec.60-2 Definitions would now read:

Livestock means, ~~domestic animals kept, used or raised on a farm for the production of income.~~ but may not be limited to, any horses, mules, donkeys, cattle, goats, sheep, or swine.

Farm, ~~animal livestock~~, means any parcel of land that contains at least the following land area used for the keeping of horses, mules, ~~donkeys, cattle cows~~, goats, sheep, ~~swine hogs~~ and similar sized animals for the ~~agricultural domestic~~ use of the residents of the lot, ~~provided that there is a minimum of 1 acre of land as required by Chapter 8 Animals and provided that~~ adequate land area is provided for each animal unit, excluding water bodies of one-quarter acre surface area or larger:

(1)

Cattle: One bovine animal unit per acre of cleared hay-pasture land.

(2)

Horse: 1.5 animal units per acre of cleared hay/pasture land.

(3)

Sheep: Three animal units per acre of cleared hay/pasture land.

(4)

Swine: Two animal units per acre of cleared land.

(5)

Other ~~livestock animal~~ farms: The required lot size shall be determined by municipal officer charged with enforcement and shall conform to the lot size for similar sized animals.

A handwritten signature in black ink, appearing to read "Dan Philbrick", written over a horizontal line.

Dan Philbrick
Planning Board Chair

Cc: Dan Philbrick, Chair Auburn Planning Board
File



PLANNING BOARD MEMORANDUM

To: Auburn Planning Board

From: Zach Mosher, City Planner

Re: Discussion of Planning Board Initiated Text Amendment for Livestock.

Date: August 8, 2017

As you may know, late last year, staff was approached by a citizen requesting to keep goats as pets in the Low Density Rural Residential District. According to Chapter 60 Zoning definitions, goats could be allowed on the .39 acre lot owned by the citizen, barring any complaints from neighbors or the creation of a nuisance. The definitions in Chapter 60 Zoning relevant to the discussion are as follows:

Livestock – Domestic animals kept, used or raised on a farm for the production of income.

Farm, Animal – Any parcel of land used for the keeping of horses, mules, cows, goats, sheep, hogs and similar sized animals for the domestic use of the residents of the lot, provided that adequate land area for each animal unit contains at least the following, excluding water bodies of one-quarter (1/4) acre surface area or larger:

1. Cattle – 1 bovine animal unit per acre of cleared hay-pasture land.
2. Horse – 1.5 animal units per acre of cleared hay/pasture land.
3. Sheep – 3 animal units per acre of cleared hay/pasture land.
4. Swine – 2 animal units per acre of cleared land.
5. Other animal farms – The required lot size shall be determined by municipal officer charged with enforcement and shall conform to the lot size for similar sized animals.

Household Pet – Any animal kept as a pet and normally housed at night within the owner's dwelling or an accessory building on the same lot; but not including any animal normally raised as livestock or poultry, nor any animal raised for commercial gain. No household pet shall be kept that creates a public nuisance by reason of (1) objectionable effects perceptible outside the owner's property, such as excessive or untimely noise or offensive odors; or (2) being a hazard to the health, safety and welfare of neighbors, invited guests or public servants visiting the property in the pursuit of their normal duties.

Staff interpreted the definitions from Chapter 60 Zoning to mean that goats, since they were not being raised for the **production of income or commercial gain**, were not considered livestock and instead were considered household pets.

Earlier this year the citizen was visited by Auburn Police who had received a complaint about the goats and was informed that goats were not allowed to be kept on lots less than 1 acre, according to Chapter 8 Animals of the Auburn Code of Ordinances. Chapter 8 Animals defines goats as livestock, irrespective of purpose, and also sets a 1 acre minimum lot size for the keeping of livestock. The definitions in Chapter 8 Animals relevant are as follows:

Livestock means, but may not be limited to, any horses, mules, donkeys, cattle, goats, sheep or swine.

Sec. 8-264. - Keeping of livestock generally.

It shall be unlawful for any person to keep or permit the keeping of livestock on premises owned by him or under his control, except in compliance with the following regulations:

- (1) Livestock shall only be kept on lots or tracts of land zoned or designated for rural or agricultural purposes by the city.*
- (2) Livestock shall not be kept on lots and tracts of land less than one acre in area.*
- (3) The provisions of article III of this chapter, pertaining to animal care and control, relative to animal care in general, shall specifically apply to the keeping of livestock.*

Chapter 8 Animals defines goats as livestock and says livestock shall not be permitted on lots less than an acre. Staff is looking for feedback concerning the conflict between Chapters 8 and 60 in the Auburn Code of Ordinances concerning livestock. The simplest and most effective change would remove the “production of income” from the definition of livestock in Chapter 60 and define the animals considered livestock as Chapter 8 does. This change would maintain the existing 1 acre minimum for goats or other livestock; The Council has indicated that the 1 acre standard makes sense.

The definition and standards for animal density could also be amended to read as follows:

Farm, Animal – Any parcel of land used for the keeping of horses, mules, cows, goats, sheep, hogs and similar sized animals for the domestic use of the residents of the lot, provided that there is a minimum of 1 acre of land as required by Chapter 8, Animals and adequate land area for each animal unit contains at least the following, excluding water bodies of one-quarter (1/4) acre surface area or larger:

1. Cattle – 1 bovine animal unit per acre of cleared hay-pasture land.
2. Horse – 1.5 animal units per acre of cleared hay/pasture land.
3. Sheep – 3 animal units per acre of cleared hay/pasture land.
4. Swine – 2 animal units per acre of cleared land.



City of Auburn, Maine

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Auburn, Maine 04210

207.333.6601

5. *Other animal farms – The required lot size shall be determined by municipal officer charged with enforcement and shall conform to the lot size for similar sized animals.*

If the Planning Board would like to explore other changes or address other concerns between the definitions of Chapter 8 and Chapter 60, staff is open to hearing them and preparing a document that summarizes those changes/concerns at the next meeting.

CITY OF AUBURN PUBLIC NOTICE

Notice is hereby given that the City Council of the City of Auburn will hold a public hearing on Monday, November 6, 2017 at 7:00 p.m. or as soon as possible thereafter at the City Council Chambers in the Auburn Hall Building at 60 Court Street, Auburn Maine, for purposes of receiving public comments on the following:

1st Reading of a Text Amendment concerning contradictory definitions of Livestock, Animals, and Pets pursuant to Chapter 8, Article I Sec 8-1 and Chapter 60, Article I Sec. 60-2. The proposal is to amend Chapter 60, Article I Sec. 60-2.

A copy of the proposed ordinance will be on file with the City Clerk and may be reviewed at the offices of the City Clerk during normal business hours. All interested persons are invited to attend the public hearing and will be given an opportunity to be heard at that time.

To be placed in the Lewiston Sun Journal on Thursday, October 26, 2017 and Monday October 30, 2017.

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



Leroy Walker, Ward Five
Grady R. Burns, At Large
David C. Young, At Large

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDINANCE 13-11062017

Be it Ordained, that the City Council hereby approve first reading of and amendment to Chapter 60, Sec.60-2 Definitions to read as follows:

Livestock means, ~~domestic animals kept, used or raised on a farm for the production of income. but may not be limited to, any horses, mules, donkeys, cattle, goats, sheep, or swine.~~

Farm, ~~animal livestock~~, means any parcel of land that contains at least the following land area used for the keeping of horses, mules, ~~donkeys, cattle cows~~, goats, sheep, ~~swine hogs~~ and similar sized animals for the ~~agricultural domestic~~ use of the residents of the lot, ~~provided that there is a minimum of 1 acre of land as required by Chapter 8 Animals and provided that~~ adequate land area is provided for each animal unit, excluding water bodies of one-quarter acre surface area or larger:

(1)

Cattle: One bovine animal unit per acre of cleared hay-pasture land.

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(5)

Other ~~livestock animal~~ farms: The required lot size shall be determined by municipal officer charged with enforcement and shall conform to the lot size for similar sized animals.



**City of Auburn
City Council Information Sheet**

Council Meeting Date: 11/20/2017

Order: 108-11202017

Author: Michael Chammings, Director of Economic and Community Development

Subject: TIF 10 (Downtown Development) Public Hearing and Order

Information:

The City desires to amend the Downtown District in order to remove the area planned for the Hampshire Street Apartments project. This would take the Hampshire Street Apartments project area out of Tax Increment Financing (TIF) District #10 and allow it to be in its' own district. This was recently done for the Spring Street project.

The requested order is combined with the TIF #22 order.

The TIFs, CEAs and supporting materials are available on the City's website.

City Budgetary Impacts: None

Staff Recommended Action: The staff recommends approving the order.

Previous Meetings and History:

Council Executive Session, June 19th, 2017
Council Executive Session, August 7th, 2017
Council Meeting, August 31th, 2017
Council Workshop, October 2nd, 2017
Council Meeting, October 16th, 2017
Council Meeting, November 6th, 2017

City Manager Comments:

I concur with the recommendation. Signature: 

Attachments:

Order **108-11202017**

Economic Development

Auburn, Maine

An application for a Tax Increment Financing District

**Amendment to Tax Increment Financing District (#10), Downtown Omnibus Municipal Tax Increment
Financing District, Third Amendment**

Presented to the City of Auburn City Council

November 20, 2017

TABLE OF CONTENTS

Introduction _____

Application _____

Attachments _____

Exhibit A- District Maps

Exhibit B- Certificate of Original Assessed Value of District

Exhibit C- Public Notice

Exhibit D- Public Hearing Record

Exhibit E- Municipal Approval

Exhibit F- Completed Application Cover Sheet

Exhibit G- Statutory Requirements and Thresholds Form

Narrative Summary of Changes

A. Introduction/ Summary of the Third Amendment to the Downtown Municipal Development and Tax Increment Financing District #10 Development Program

The City seeks an amendment to the Downtown Municipal Development and Tax Increment Financing District #10 (“The District”) and the Development Program (as amended, the “Development Program”). The Third Amendment removes a certain area of the geographic acreage in order to make it available for the designation of a separate and distinct tax increment financing district the Hampshire Street Apartments Municipal and Tax Increment Financing District. The Third Amendment coincides with the designation of the Hampshire Street Apartments Municipal and Tax Increment Financing District. (The “Hampshire Street District”) and the adoption of a development program therefore. Through this change, the City intends to further encourage and facilitate economic development within the downtown area of the City and in the City at large. The Third Amendment is structured and proposed pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as Amended.

B. The existing District and Development Program

In 2002 the City designated the Downtown Municipal Development and Tax Increment Financing District #10 and adopted the Development Program for the District. The Department of Economic and Community Development (“DECD”) approved the original district in 2002. The original term of the District was twenty (20) years. The District was first amended in 2014. The First Amendment to the District and Development Program incorporated additional acreage to the District resulting in a total acreage of 266 acres, as well as added additional municipal projects to the Development Program and allowed for the possibility of entering into Credit Enhancement Agreements with individual developers or companies.

The Second Amendment to the District occurred in 2014. Approximately 0.81 acres were removed from the District on September 12, 2016 in order to allow for a developer to remain competitive on their bid for federal tax credits of an affordable housing project. The Second Amendment was required to allow for the adoption of a Credit Enhancement Agreement with a thirty (30) year term.

C. Physical Description of the District

After the adoption of the Second Amendment to the District the total acreage was 265.19 acres with an original assessed value of \$84,002,000. Following the removal of the Hampshire Street District (Tax Map 240, Lot 212), the new acreage of the district will be 264.18 acres. The original assessed value will remain the same as the Hampshire Street District was exempt from taxation at the time of the District’s designation. Please see Exhibit A for an amended map of the District and Exhibit B for the Assessor’s certificate of the District.

D. Evidence of Public Hearing and Vote for Amendment

i. Notice of Public Hearing

Attached as Exhibit C is a copy of the Notice of Public Hearing published in the Lewiston Sun Journal, a newspaper of general circulation in the City, on a date at least ten (10) days prior to the public hearing.

ii. Public Hearing Record

Attached as Exhibit D is a certified copy of the minutes of the public hearing held on November 20, 2017, in accordance with the requirements of 30-A M.R.S.A 5226 (1), at which time the proposed Third Amendment was discussed in public.

iii. Authorizing Votes

Attached as Exhibit E is an attested copy of the City of Auburn Council Order which was approved by the City Council at a City Council meeting duly called and held on November 20, 2017.

E. Department of Economic and Community Development Required Forms

Attached as Exhibit F is a completed application cover sheet for the Third Amendment.

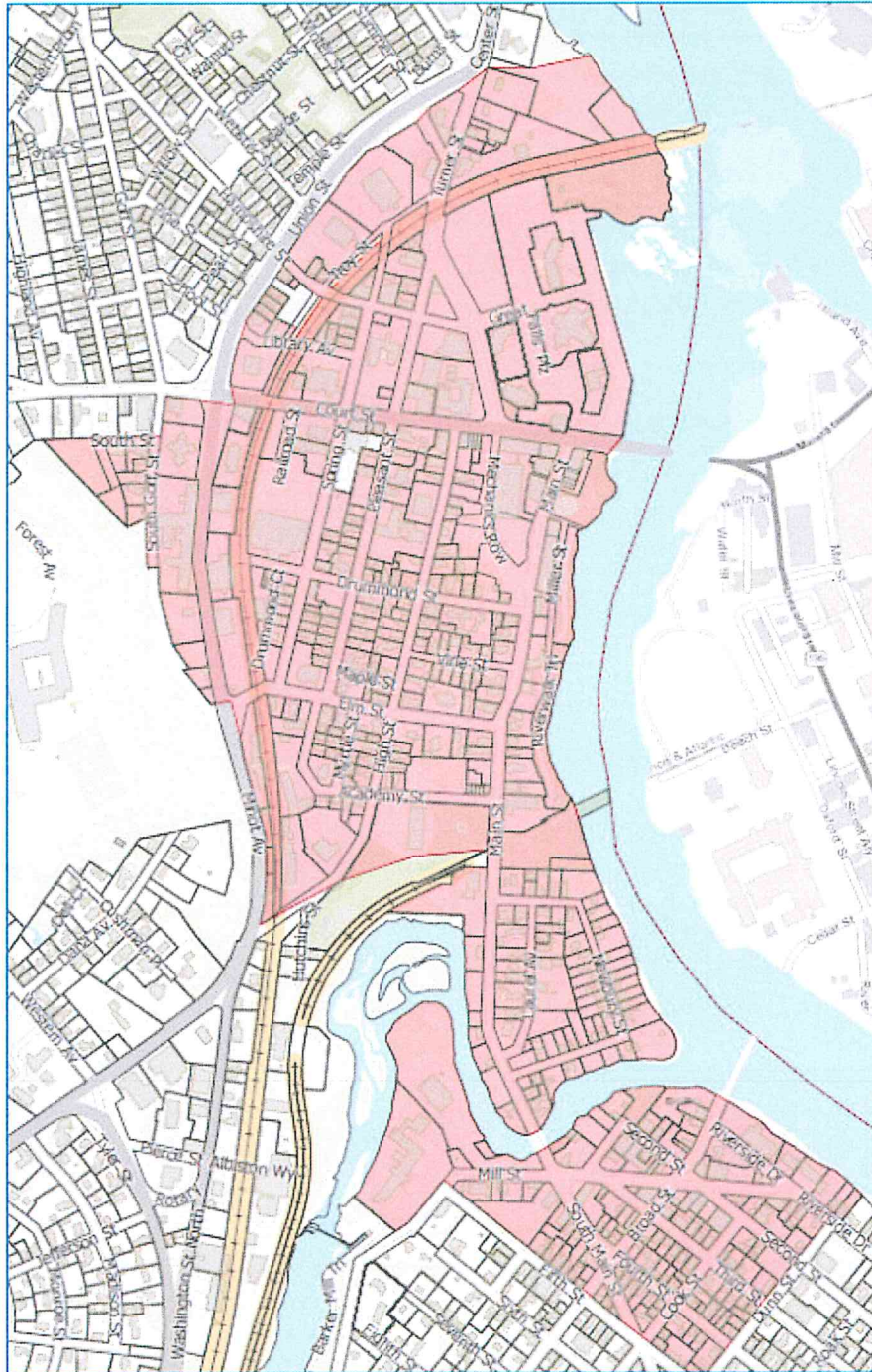
Attached as Exhibit G is a completed statutory requirements and thresholds form for the District.

Exhibit A

TIF #10 Downtown Omnibus Municipal TIF District



60 Court Street
Auburn, ME
207.333.6601



TIF_10

N
0 500 Feet

The data used in this map was derived from Auburn's digital databases. While every effort has been made to ensure that these data are accurate and reliable, the City of Auburn cannot accept any responsibility for any errors, omissions, or positional accuracy, and therefore there are no warranties which accompany this product. Users of the information displayed on this map are strongly cautioned to verify all information before making any decisions.

Exhibit B

#10 DOWNTOWN OMNIBUS MUNICIPAL TAX
INCREMENT FINANCING DISTRICT

AMENDED EXHIBIT C

CERTIFICATE OF CITY ASSESSOR
CITY OF AUBURN, MAINE

This Amended Certificate adds the value of the parcels and lots per first amendment being added to the original assessor's certified valuation of this District, provided as Exhibit E to the original Development Program dated July 15, 2002.

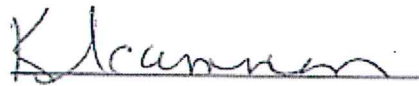
The undersigned City Assessor for the City of Auburn, Maine, does hereby certify pursuant to the provisions of 30-A M.R.S.A. § 5227 (2) and 123-d P.S. LD1892 that the taxable real property value of the original #10 Auburn Downtown Municipal Tax Increment Financing District, as described in the development program was \$52,364,600 as of March 31, 2002 (April 1, 2001). The original parcels and OAV is unchanged.

Auburn's #10 Downtown Omnibus Municipal Tax Increment Financing District has been amended, adding 214 parcels, with a total taxable real property value of \$32,046,400 to the District as of March 31, 2013 (April 1, 2012) resulting in a total OAV of \$84,411,000.

A list of all new parcels being added per this amendment in the district by Auburn Tax Map number is attached, which shows each individual parcel's value as of March 31, 2013 (April 1, 2012).

IN WITNESS WHEREOF, this certificate has been executed this 6th day of June, 2014.

CITY OF AUBURN, MAINE
CITY ASSESSOR:



Print Name: Karen Scammon

**CITY OF AUBURN
PUBLIC NOTICE**

Notice is hereby given that the City Council of the City of Auburn will hold three public hearings on November 20, 2017 at 7:00 p.m. or as soon as possible thereafter at the City Council Chambers in the Auburn Hall Building at 60 Court Street, Auburn Maine, for purposes of receiving public comments on the following:

Amendment to Downtown Development and Tax Increment Financing District #10 The amendment is proposed to remove a portion of the district including a parcel on Troy Street. (Municipal Tax Map 240 Parcel 212 and surrounding areas) pursuant to the provisions of Chapter 206 of Title 30-A of the Maine Revised Statutes.

The proposed amendment will allow for the adoption of the Hampshire Street Apartments Municipal Affordable Housing Development and Tax Increment Finance District on the parcel located at (Municipal Tax Map 240 Parcel 212).

Establishment of an Affordable Housing Development and Tax Increment Financing District #22 to designate a parcel on Hampshire Street and Troy Street. (Municipal Tax Map 240 Parcel 212 and surrounding areas) pursuant to the provisions of Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended.

The proposed Hampshire Street Apartments Municipal Affordable Housing Development and Tax Increment Finance District consists of approximately 0.64 acres and is intended to offset operating costs in an affordable housing project proposed for the parcel. The proposed district consists of property within the Downtown Traditional District T-5.1.

Amendment of the Affordable Housing Development and Tax Increment Financing District #21 to amend the Affordable Housing Development and Tax Increment Financing District #21 located at 477 Minot Ave, (Municipal Tax Map 209-Parcel 058) and to amend the development program for said Municipal Development and Tax Increment Finance District pursuant to the provisions of Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended.

The proposed amendment will allow for changes to the Development Program for the 477 Minot Avenue Affordable Housing Development and Tax Increment Financing District. The proposed changes to the Development Program will allow for a date change to the Development Program and Credit Enhancement Agreement.

A copy of the proposed development programs for the districts will be on file with the City Clerk and may be reviewed at the offices of the City Clerk during normal business hours. All interested persons are invited to attend the public hearing and will be given an opportunity to be heard at that time.

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam Lee, Ward Four



Leroy Walker, Ward Five
Grady R. Burns, At Large
David C. Young, At Large

Jonathan P. LaBonte, Mayor

Exhibit E

IN CITY COUNCIL November 20, 2017

Order 108-11202017

WHEREAS, The City of Auburn (the “City”) designated its Downtown Municipal Development and Tax Increment Financing District #10 (“the Downtown District”) and adopted the Development Program for such district initially in 2002; and

WHEREAS, the City adopted the First Amendment to the development program in 2014 in order to add acreage, add some public projects and allow the ability for the City to enter into credit enhancement agreements; and

WHEREAS, the City adopted the Second Amendment to the Downtown District Development Program in 2016 in order to remove an area to be developed as a separate tax increment financing district,

WHEREAS, the City has received a request for a credit enhancement agreement from the developer of an affordable housing project relating to a property located in the area of a parcel known on City tax maps as Map 240, Lot 212 but the project has not yet commenced; and

WHEREAS, there is a need for economic development and for the development of affordable, livable housing in the City of Auburn, in the surrounding region, and in the State of Maine; and

WHEREAS, there is a need to improve and broaden the tax base in the City of Auburn; and to improve the general economy of the City of Auburn and the region by attracting business development in the Downtown District; and

WHEREAS, implementation of the amended development program for the Downtown District and the development program for the Hampshire Street Apartments Affordable Housing Municipal Development and Tax Increment Financing District (the “Hampshire Street District”) will help improve and broaden the tax base in the City of Auburn and improve the economy in the City of Auburn and the region by attracting business development and creating affordable housing in the area of these districts; and

WHEREAS, pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, the City desires to amend the Downtown District and approve the *Third Amendment to the Downtown Municipal Development and Tax Increment Financing District Development Program #10* (the “Third Amendment”) in order to remove the area planed for the Hampshire Street Apartments project from the Downtown District; and

WHEREAS, pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, the City desires to approve the *Hampshire Street Apartments Affordable Housing Municipal Development and Tax Increment Financing District* (the “Hampshire Street District”) and development program for such district in order to promote the planned affordable housing project; and

WHEREAS, it is expected that approval will be obtained from the State of Maine Department of Economic and Community Development approving this *Third Amendment to the Downtown Municipal Development and Tax Increment Financing District* and amended development program for such district; and

WHEREAS, it is expected that approval will be obtained from the Maine State Housing Authority approving the designation of the *Hampshire Street Apartments Affordable Housing Municipal Development and Tax Increment Financing District* and approving its development program; and

NOW THEREFORE, BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF AUBURN, MAINE:

Section 1 The City of Auburn hereby approves the Third Amendment to the Downtown District and the amended development program for such district. The Third Amendment shall be pursuant to the following findings, terms, and provisions:

Section 2 The City Council hereby finds and determines that:

a. This amendment to the Downtown District development program will not result in the Downtown District falling out of compliance with any of the conditions of 30-A M.R.S.A. Section 5223(3); and

b. The pursuit of the Downtown District development program will make a contribution to the economic growth and wellbeing of the City of Auburn and the surrounding region, and will contribute to the betterment of the health, welfare, and safety of the inhabitants of the City of Auburn, including a broadened and improved tax base and economic stimulus, and therefore constitutes a good and valid public purpose. The City has considered all evidence, if any, presented to it with regard to any adverse economic effects on or detriment to any existing business, if any, is outweighed by the contribution expected to be made through the amendment to the Downtown District and Downtown District development program.

Section 3 Pursuant to the provisions of 30-A M.R.S.A. § 5227, the percentage of increased assessed value to be retained as captured assessed value in accordance with the Downtown District development program is hereby set forth in the Downtown District development program.

Section 4 The City Manager, or his duly appointed representative, is hereby authorized, empowered, and directed to submit the proposed Amendment to the Downtown District and the Downtown District development program to the State of Maine Department for Economic and Community Development for review and approval pursuant to the requirements of 30-A M.R.S.A. § 5226.

Section 5 The foregoing adoption of the amendment to the Downtown District and the Downtown District development program shall automatically become final and shall take full force and effect upon receipt by the City of approval by the State of Maine Department of Economic and Community Development, without requirement of further action by the City, the City Council, or any other party.

Section 6 The City Manager, or his duly appointed representative, is hereby authorized and empowered, at his discretion, from time to time, to make such revisions to the Downtown District and to the Downtown District development program as the City Manager deems reasonably necessary or convenient in order to facilitate the process for review and approval of the Downtown District by the State of Maine Department of Economic and Community Development, or for any other reason, so long as such revisions are not inconsistent with these resolutions or the basic structure and intent of the Downtown District development program.

Section 7 Pursuant to Chapter 206, Subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended, the City hereby approves the Hampshire Street District and the development program for such district. The approval shall be pursuant to the following findings, terms, and provisions:

Section 8 The City Council hereby finds and determines:

a. The designation of the Hampshire Street District and adoption of a development program therefore will comply with each of the conditions of 30-A M.R.S.A. § 5250-A; and

b. The pursuit of the Hampshire Street District development program will make a contribution to the economic growth and wellbeing of the City of Auburn and the surrounding region, and will contribute to the betterment of the health, welfare, and safety of the inhabitants of the City of Auburn, including a broadened and improved tax base and economic stimulus, and therefore constitutes a good and valid public purpose. The City has considered all evidence, if any, presented to it with regard to any adverse economic effects on or detriment to any existing business, if any, is outweighed by the contribution expected to be made through the amendment to the Hampshire Street District and Hampshire Street District development program.

Section 9 The City Manager be, and hereby is, authorized, empowered and directed to submit the proposed Hampshire Street District and the proposed development program for the Hampshire Street District to the Maine State Housing Authority for review and approval pursuant to the requirements of 30-A M.R.S.A. Chapter 206, Subchapter 3; and to enter into credit enhancement agreements as contemplated by the Hampshire Street District development program materials.

Section 10 The City Manager be and hereby is authorized and empowered at his direction from time to time to make such revisions to the Hampshire Street District development program for the Hampshire Street District as he deems reasonably necessary or convenient in order to facilitate the process of review and approval of the Hampshire Street District by the Maine State Housing Authority, or for any other reason, so long as such provisions are not inconsistent with these resolutions or the basic structure and intent of the Hampshire Street District development program. The City Manager is also hereby authorized and directed to submit any reports to the Maine State Housing Authority regarding the Hampshire Street District and development program throughout the term of the District.

Section 11 The foregoing adoption of the Hampshire Street District and the adoption of the development program for the Hampshire Street District shall automatically become final and shall take full force and effect upon receipt by the City of approval by the Maine State Housing Authority without requirements of further action by the City, City Council or any other party.

Dated: November 20, 2017

City Manager

Attachment F
APPLICATION COVER SHEET

MUNICIPAL TAX INCREMENT FINANCING
--

A. General Information

1. Municipality Name: City of Auburn		
2. Address: 60 Court Street, Auburn, ME 04210		
3. Telephone: 207-333-6601	4. Fax: 207-333-6620	5. Email: Mchammings@auburnmaine.gov
6. Municipal Contact Person: Michael Chammings and Ben Averill		
7. Business Name:		
8. Address:		
9. Telephone:	10. Fax:	11. Email:
12. Business Contact Person:		
13. Principal Place of Business:		
14. Company Structure (e.g. corporation, sub-chapter S, etc.):		
15. Place of Incorporation:		
16. Names of Officers:		
17. Principal Owner(s) Name:		
18. Address:		

B. Disclosure

1. Check the public purpose that will be met by the business using this incentive (any that apply):		
job creation	job retention	capital investment
training investment	tax base improvement	public facilities improvement
other (list):		
2. Check the specific items for which TIF revenues will be used (any that apply):		
X real estate purchase	machinery & equipment purchase	training costs
X debt reduction	X other (list): Public Improvements	

C. Employment Data

List the company's goals for the number, type and wage levels of jobs to be created or retained as part of this TIF development project (<i>please use next page</i>).
--

SECTION A. Acreage Caps				
1. Total municipal acreage;		42,073		
2. Acreage of proposed Municipal TIF District;		264.18		
3. Downtown-designation ¹ acres in proposed Municipal TIF District;		264.18		
4. Transit-Oriented Development ² acres in proposed Municipal TIF District;				
5. Total acreage [=A2-A3-A4] of proposed Municipal TIF District counted toward 2% limit;		264.18		
6. Percentage [=A5÷A1] of total acreage in proposed Municipal TIF District (CANNOT EXCEED 2%).		.623%		
7. Total acreage of all <u>existing/proposed</u> Municipal TIF districts in municipality including Municipal Affordable Housing Development districts: ³		Existing	718.68	
		Proposed	718.68	
		Total:	718.68	
30-A § 5223(3) EXEMPTIONS ⁴				
8. Acreage of an <u>existing/proposed</u> Downtown Municipal TIF district;		264.18		
9. Acreage of all <u>existing/proposed</u> Transit-Oriented Development Municipal TIF districts: <div>District Name/Acreage District Name/Acreage</div>		0		
10. Acreage of all <u>existing/proposed</u> Community Wind Power Municipal TIF districts: <div>District Name/Acreage District Name/Acreage</div>		0		
11. Acreage in all <u>existing/proposed</u> Municipal TIF districts common to ⁵ Pine Tree Development Zones per 30-A § 5250-I (14)(A) excluding any such acreage also factored in Exemptions 8-10 above: <div>District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage District Name/Acreage</div>		0		
12. Total acreage [=A7-A8-A9-A10-A11] of all <u>existing/proposed</u> Municipal TIF districts counted toward 5% limit;		718.68		
13. Percentage of total acreage [=A12÷A1] of all <u>existing/proposed</u> Municipal TIF districts (CANNOT EXCEED 5%).		1.71%		
14. Real property in proposed Municipal TIF District that is:		ACRES	% [=Acres÷A2]	
a. A blighted area;		264.18	100%	

EXHIBIT G
STATUTORY REQUIREMENTS AND THRESHOLDS
Downtown Omnibus Municipal TIF District | AMD-3

b. In need of rehabilitation, redevelopment or conservation;	264.18	100%
c. Suitable for commercial or arts district uses.	264.18	100%
TOTAL (except for § 5223 (3) exemptions a., b. <u>OR</u> c. must be at least 25%)		

SECTION B. Valuation Cap						
1. Total TAXABLE municipal valuation—use most recent April 1;			\$1,998,286,739			
2. Taxable Original Assessed Value (OAV) of proposed Municipal TIF District as of March 31 preceding municipal designation—same as April 1 prior to such March 31;			\$84,411,000			
3. Taxable OAV of all <u>existing/proposed</u> Municipal TIF districts in municipality excluding Municipal Affordable Housing Development districts:			Existing	\$113,904,740		
			Proposed	\$84,411,000		
			Total:	\$113,904,740		
					Municipal TIF #	OAV
					4	\$1,702,000
					6	\$520,900
					9	\$366,000
					10	\$5,956,300
					12	\$84,411,000
					13	\$334,200
					14	\$5,425,400
					15	\$11,328,400
					16	\$4,900
					17	\$468,800
18	\$1,564,100					
19	\$1,178,340					
20	\$474,300					
21	\$170,100					
30-A § 5223(3) EXEMPTIONS						
4. Taxable OAV of an <u>existing/proposed</u> Downtown Municipal TIF district;			\$84,411,000			
5. Taxable OAV of all <u>existing/proposed</u> Transit-Oriented Development Municipal TIF districts: District Name/OAV District Name/OAV			\$0			
6. Taxable OAV of all <u>existing/proposed</u> Community Wind Power Municipal TIF districts: District Name/OAV District Name/OAV			\$0			
7. Taxable OAV of all <u>existing/proposed</u> Single Taxpayer/High Valuation ⁶ Municipal TIF districts: District Name/OAV District Name/OAV			\$0			
8. Taxable OAV in all <u>existing/proposed</u> Municipal TIF districts common to Pine Tree Development Zones per 30-A § 5250-I (14)(A) excluding any such OAV also factored in Exemptions 4-7 above: District Name/OAV District Name/OAV District Name/OAV District Name/OAV District Name/OAV District Name/OAV			\$0			
9. Total taxable OAV [=B3-B4-B5-B6-B7-B8] of all <u>existing/proposed</u> Municipal TIF districts counted toward 5% limit;			\$29,493,740			
10. Percentage of total taxable OAV [=B9÷B1] of all <u>existing/proposed</u> Municipal TIF districts (CANNOT EXCEED 5%).			1.48%			

⁶ For this exemption see 30-A §5223(3)(C) sub-§§ 1-4.

EXHIBIT G
STATUTORY REQUIREMENTS AND THRESHOLDS
Downtown Omnibus Municipal TIF District | AMD-3

COMPLETED BY	
NAME:	
DATE:	



City of Auburn
City Council Information Sheet

Council Meeting Date: 11/20/2017

Order: 108-11202017

Author: Michael Chammings, Director of Economic and Community Development

Subject: TIF 22 (Hampshire Street District) Public Hearing and Order

Information:

This is to meet the public hearing requirement of the proposed district and to approve it with specific terms and provisions (see attached).

The requested order is combined with the TIF #10 amendment order.

The TIFs, CEAs and supporting materials are available on the City's website.

City Budgetary Impacts: We currently do not receive any taxes from this property. Please refer to the attached tax shift estimates.

Staff Recommended Action: The staff recommends approving the order.

Previous Meetings and History:

Council Executive Session, June 19th, 2017

Council Executive Session, August 7th, 2017

Council Meeting, August 31th, 2017

Council Workshop, October 2nd, 2017

Council Meeting, October 16th, 2017

Council Meeting, November 6th, 2017

City Manager Comments:

I concur with the recommendation. Signature: 

Attachments:

Order **108-11202017**

Economic Development

Auburn, Maine

An application for an Affordable Housing Development and Tax Increment Financing District

**Hampshire Street Apartments Affordable Housing Development and Tax Increment Financing District
(#22)**

Presented to the City of Auburn City Council

November 20, 2017

TABLE OF CONTENTS

Introduction _____

Application _____

Attachments _____

Attachment 1- Newspaper Notice _____

Attachment 2- Public Hearing Record _____

Attachment 3-Additional Documents _____

Attachment 4-Municipal Approval _____

Attachment 5- District Maps _____

Attachment 6-Certificate of Original Assessed Value of District _____

Attachment 7- Development Program _____

Attachment 8- Credit Enhancement Agreement _____

MAINE STATE HOUSING AUTHORITY

APPLICATION

Affordable Housing Tax Increment Financing

The Municipal Affordable Housing Development Districts statute, 30-A M.R.S.A. §§5245 – 5250-G, referred to as the "TIF Statute" in this Application, applies to affordable housing tax increment financing in Maine. The TIF Statute provides that before a municipality's designation of an affordable housing development district and its adoption of the associated affordable housing development program for the district become effective, MaineHousing must review the proposed district and development program to ensure compliance with the TIF Statute.

All applications to MaineHousing for review of an affordable housing development district and its associated development program must be on this form and include all eight Attachments noted below.

Sections 1 and 2 below are in fillable PDF format and may be completed on-line. After you have completed Sections 1 and 2, please print the Application and sign where indicated in Section 1.

This Application, with Attachments 1 through 8, may be submitted to MaineHousing in one of two ways:

By e-mail to Anne Paré sent to apare@mainehousing.org, *or*

By mail to: Anne Paré, MaineHousing, 353 Water Street, Augusta, Maine 04330

In this Application "district" means an affordable housing development district and "development program" means an affordable housing development program.

SECTION 1 – APPLICANT INFORMATION

1-1 Name of applicant city or town: Auburn

1-2 Municipal official submitting this Application:

Michael Chamblings

Printed name

Director, Economic Development

Title

60 Court Street, Auburn, Maine 04210

Mailing address

207-333-6601 X 1218

Phone number

mchamblings@auburnmaine.gov

E-mail address

The municipal official named above certifies that he/she has the authority to submit this Application to MaineHousing and further certifies that to the best of his/her knowledge, the information contained in this Application and its Attachments is true.

Signature

Date

- 1-3 Municipal official with authority to submit annual reports to MaineHousing on the status of the district:

Michael Chammings

Printed name

Director, Economic Development

Title

60 Court Street, Auburn, Maine, 04210

Mailing address

207-333-6601 X 1218

Phone number

mchammings@auburnmaine.gov

E-mail address

SECTION 2 – NOTICE AND HEARING

Before designating a district or adopting a development program, the municipal legislative body must

- (a) hold at least one public hearing,
- (b) publish notice of the hearing at least 10 days before the date of the hearing in a newspaper of general circulation in the municipality,
- (c) at the hearing, consider
 - (i) whether the district and development program will contribute to the expansion of affordable housing or the betterment of the health, welfare or safety of the residents,
 - (ii) any claim by a party that the district or development program will be detrimental to that party's property interests for which substantial evidence is produced, and whether any adverse economic effect is outweighed by the availability of affordable housing or the betterment of resident health, welfare or safety.

- 2-1 Date of public notice: 11.10.2017

Attachment 1 – Newspaper Notice

Include as Attachment 1 a copy of the newspaper page showing the public notice and the newspaper name and date.

- 2-2 Date of public hearing: 11.20.2017

Attachment 2 – Public Hearing Record

Include as **Attachment 2** the record of the meeting at which the public hearing was held, certified by the municipal clerk.

Attachment 3 – Additional Documents

Include as **Attachment 3** all documentation submitted to, or prepared by, the municipality relating to items (c)(i) and (c)(ii) above.

SECTION 3 – MUNICIPAL APPROVAL

Conditions of municipal approval of district and development program

The TIF Statute sets out conditions for the designation of a district and adoption of a development program by a city or town. A municipality must designate a district and adopt a development program meeting these conditions.

To assist municipalities in ensuring that districts and development programs comply with the conditions of the TIF Statute, we have set out below a **Checklist in Appendix A** that can be used in designating a district and adopting a development program. The Checklist covers the conditions in the TIF Statute that need to be met in approving the district and development program. While MaineHousing does not require municipalities to fill in or follow the format of the Checklist, in reviewing a district and development program approved by a municipality, we will look for specific information in the Application materials (including the Attachments) the city or town submits to us showing compliance with all the conditions of the TIF Statute.

IMPORTANT NOTE: Because the TIF Statute defines a district as "a specified area within the corporate limits of a municipality that has been designated . . . to be developed" under a development program, a development program must, at a minimum, include new construction of affordable housing or rehabilitation of existing housing inside the district, or both. A municipality may not create a district for the sole purpose of capturing tax increment revenues that would result only from inflationary adjustments to property values with no development of new housing or rehabilitation of existing housing in the district.

Attachment 4 – Municipal Approval

Include as **Attachment 4** a copy of the order or resolution and vote of the municipal legislative body approving the district and development program, certified by the municipal clerk.

Attachment 5 – District Maps

Include as **Attachment 5** a municipal map and tax map showing the district boundaries.

Attachment 6 – Certification of Original Assessed Value of District

Include as **Attachment 6** a dated certification signed by the municipal assessor showing the original assessed value of the district. "Original assessed value" means the taxable assessed value of the district as of the March 31st before municipal approval of the district.

Attachment 7 – Development Program

*Include as **Attachment 7** a copy of the development program approved by the municipality's legislative body.*

Attachment 8 – Credit Enhancement or Other Agreement

*Include as **Attachment 8** a copy of the credit enhancement agreement or other tax increment revenue sharing agreement, whether or not executed.*

See Appendix A below for
Checklist for Approval of District and Development Program

Appendix A

Checklist for Approval of District and Development Program

The TIF Statute sets out conditions for the designation of a district and adoption of a development program by a city or town. A municipality must designate a district and adopt a development program meeting these conditions.

To assist municipalities in ensuring that districts and development programs comply with the conditions of the TIF Statute, we have set out below a **Checklist** that can be used in designating a district and adopting a development program. The Checklist covers the conditions in the TIF Statute that need to be met in approving the district and development program. While MaineHousing does not require municipalities to fill in or follow the format of the Checklist, in reviewing a district and development program approved by a municipality, we will look for specific information in the Application materials (including the Attachments) the city or town submits to us showing compliance with all the conditions of the TIF Statute.

- ☐ District description
 - _____ Physical description of district
 - _____ Municipal map showing district boundaries
 - _____ Tax map showing district boundaries

- ☐ At least 25% of district acreage is suitable for residential use, blighted, or in need of rehabilitation/redevelopment
 - _____ % acreage suitable for residential use
 - _____ % blighted
 - _____ % in need of rehabilitation/redevelopment
 - _____ Physical description of district to support above
 - _____ Zoning designation where district is located
 - _____ Allowed uses in that zone

- ☐ District acreage divided by total municipal acreage is not more than 2%
 - _____ Total district acreage
 - _____ Total municipal acreage
 - _____ District acreage as a percent of total acreage

- ☐ Total acreage of all existing and proposed development districts (affordable housing and DECD districts) in municipality divided by total municipal acreage is not more than 5%

_____ Total acreage of all development districts

_____ Total municipal acreage

_____ Total development district acreage as a percent of total acreage

- ☐ Original assessed value (OAV)* of district

_____ Dated certification signed by municipal assessor showing OAV amount and date

* OAV means the taxable assessed value of the district as of the March 31st before municipal approval of the district.

- ☐ OAV of all existing and proposed affordable housing development districts in the municipality divided by aggregate taxable property value as of the April 1st before MaineHousing approval is not more than 5%

_____ Aggregate OAV of existing and proposed districts

_____ Aggregate taxable property value as of the April 1st before MaineHousing approval

_____ Aggregate OAV as a percent of total taxable value

- ☐ Development program start and end dates

_____ First tax year (i.e., April 1 – March 31) of development program *

* May be any tax year specified in municipal approval. If none is specified, the development program will start during the tax year of approval.

_____ Last tax year of development program **

** Not more than 30 years after tax year of MaineHousing approval.

_____ Municipal fiscal year ***

*** Example: July 1 – June 30

- ☐ The development program meets an identified housing need in municipality

_____ Description of need

_____ Description of how development program meets need

_____ Number of new rental units to be constructed

- _____ Number of existing rental units to be rehabilitated
- _____ Number of new single-family homes, including condominiums, to be constructed
- _____ Number of existing single-family homes, including condominiums, to be rehabilitated

- ☐ District must be a primarily residential * development

- _____ Description of residential and non-residential uses in district and acreage of each
- _____ Description of accessory uses relating to residential use

* A district is primarily residential if the overall character of the uses in the district is residential. Residential uses include both housing and uses related to residential uses, such as recreational facilities and child care facilities available to the residents of the district and small-scale nonresidential uses that are intended to provide services primarily to the residents of the district.

- ☐ At least 33% of the housing units in the district must be affordable housing *

- _____ Number of affordable single-family owner-occupied homes, including condominiums, in district
- _____ Number of affordable rental units in district
- _____ Total number of housing units in district
- _____ Affordable housing units as a percent of total units

* Affordable housing is an owner-occupied single-family home or condominium or a rental unit for a household earning no more than 120% of area median income (AMI). The housing must be decent, safe and sanitary. Affordable housing does not include facilities such as emergency shelters, nursing homes, convalescent homes, hospitals, residential treatment facilities, correctional facilities, or student dormitories, regardless of income level. No purchase price limits on homes or rent restrictions on rental units are required to establish that a unit is affordable.

2015 AMI for counties and other designated areas in Maine can be found at http://www.huduser.org/portal/datasets/il/il15/Section8_IncomeLimits_Rev.pdf. After scrolling down to the Maine pages, use the information in the first column at "FY 2015 MFI: _____" for the county or other area of interest. Multiply that MFI figure by 120% to determine the maximum income level.

HUD updates AMI annually. 2015 AMI will remain in effect until HUD publishes AMI for 2016.

- ☐ Mechanism to ensure ongoing affordability of 33% of the housing units in district for required time

_____ Length of affordability period for owner-occupied single-family homes and condominiums *

* The minimum affordability period for single-family owner-occupied homes and condominiums is 10 years.

_____ Description of affordability mechanism for single-family owner-occupied homes and condominiums

_____ Length of affordability period for rental units **

** The minimum affordability period for rental units is 30 years.

_____ Description of affordability mechanism for rental units

A district may contain only homeownership units or only rental units or a combination of both, but a minimum of 33% of the total number of housing units in the district must be affordable for the required time, i.e., 10 or 30 years, depending on the housing type.

The affordable units can be fixed (particular units are subject to the affordability requirements and never change, i.e., those specific units must remain affordable during the applicable affordability period and other units cannot be substituted for them) or they can float (units initially designated as affordable may change over time and other affordable units can be substituted in their place) provided that at least 33% of the total number of housing units in the district are affordable housing at any given point in time.

Whether the units are rental or homeownership units, the affordability period begins to run when the units have been constructed or rehabilitated into decent, safe and sanitary housing and (i) are available for occupancy if the development is subject to a declaration of covenants and restrictions that requires the units to be affordable (i.e., restricted to households with income not exceeding 120% of AMI), or (ii) when the units are occupied by a household with income not exceeding 120% of AMI if the development is not subject to a declaration. The development program needs to include timing information on the development and availability for occupancy of the affordable units in the district. To comply with the TIF Statute's requirement that at least 33% of the housing units in the district be affordable housing, in a mixed-income development, the development program must provide for the construction/rehabilitation of the affordable units within a reasonable timeframe during the construction phase of the project and not leave them to the end of the project if the units will be made available for occupancy or sale as they are constructed or rehabilitated.

- ☐ Operation of housing and facilities in district

_____ Description of how housing and facilities in the district will be operated after completion

_____ Entity responsible for operation

_____ Source of operating funds

☐ Specific planned uses of tax increment revenues from the district *

* See §5249 of the TIF Statute for eligible uses of tax increment revenues from the district.

IMPORTANT NOTE: Municipalities are cautioned that a broad recitation in a development program of all or substantially all the authorized project costs listed in the TIF Statute will not be accepted by MaineHousing.

A non-residential use included in a development program may be funded with tax increment revenues from the district, provided that the non-residential use contributes to a specific, identified improvement of the health, welfare or safety of the residents of the municipality, including a specific, identified benefit to the residents of the district, or to the expansion of affordable housing within the municipality. The district and development program must otherwise comply with the requirements of the TIF Statute, including the requirement that the district be a primarily residential development. Tax increment revenues may not be used to construct new "pure" commercial facilities within a district or to rehabilitate those facilities.

_____ Description of each improvement, facility, program, or other activity included in the development program that may or will be funded in whole or in part with tax increment revenues *

* Include all intended uses and potential alternative uses.

_____ List which of these improvements, facilities, programs, or other activities are inside the district

_____ List which of these improvements, facilities, programs, or other activities are outside the district **

** To be funded with tax increment revenues, costs outside the district must be ***directly related to or made necessary*** by the creation or operation of the district. Include any supporting studies, research, estimates, and assumptions.

_____ Amount of tax increment revenues to be used for each improvement, facility, program or other activity inside and outside the district ***

*** Only the proportion of costs outside the district that are ***directly related to or made necessary*** by the creation or operation of the district may be paid with tax increment revenues.

- _____ Amount and source of other funding for the development program
- _____ Timing of each planned improvement, facility, program, or other activity

- ☐ A municipality may use tax increment revenues from a district to establish a permanent housing development revolving loan fund or investment fund. *

- _____ A description of the fund, including type, purpose, operation, and provisions for repayment or return of fund proceeds to the fund
- _____ The timing of the establishment and use of the fund
- _____ The property to be purchased with investment fund proceeds and the housing to be developed with revolving loan fund proceeds and timing
- _____ The location of the property and the housing

* A permanent housing development revolving loan fund or investment fund must be used solely for the development of affordable housing as defined above.

Loans made from a revolving loan fund must be repaid to the municipality, and all loan repayments must be deposited into that loan fund and used for additional loans for the development of affordable housing. Loans may be made from the revolving loan fund for both new construction of affordable housing and the rehabilitation of existing housing.

Funds in an investment fund may be used only for the purchase of property by the municipality for the development of affordable housing by the municipality itself or by a developer to which the municipality sells or leases the property. All sales proceeds or rental revenues must be placed in the investment fund and used for additional purchases of property by the municipality for that purpose.

Creating a district around an existing residential area for the purpose of funding a revolving loan fund or investment fund still requires that there be some development of affordable housing within the district, whether new construction or the rehabilitation of existing housing, or both.

Because revolving loan funds and investment funds are capitalized with tax increment revenues resulting from the development of affordable housing in a district and proceeds disbursed from a loan or investment fund are required to be returned to the fund, it is not necessary for a municipality to make any further showing that costs of establishing a permanent housing development revolving loan fund or investment fund are directly related to or made necessary by the district.

- ☐ A financial plan showing for each year the development program will be in effect

- _____ An estimate of increased assessed value * of the district (including assumptions)

* Increased assessed value is the amount, if any, by which the current assessed value as of the most recent April 1st exceeds OAV.

_____ Amount or percent or method or formula for determining amount or percent of increased assessed value to be retained as captured assessed value ** and applied to pay development program costs and resulting tax increment ***

** Captured assessed value is the portion of increased assessed value that is used from year to year to finance the project costs authorized under the development program.

*** Tax increment means the municipal real estate taxes assessed on the increased assessed value of the property in the district.

_____ Calculation of estimated tax shifts showing the effect on the municipality's state revenue sharing, education subsidies, and county taxes resulting from creation of district and the capture of increased assessed value. ****

**** Use the tax shift formulas in **Appendix B** to this Application to calculate tax shifts.

_____ Allocation of total tax increment revenues from the district

_____ Portion * to be allocated to project owner

_____ Portion * to be allocated to municipality

* May be stated as a percent or amount or by formula.

_____ Copy of credit enhancement or other tax increment revenue sharing agreement (whether or not executed)

☐ Relocation plan for persons temporarily or permanently displaced by development activities

_____ Relocation plan description, or

_____ Statement that no relocation is necessary

☐ Description of environmental controls to be applied

_____ Statement regarding environmental controls, such as permitting and licensing or use of environmental mitigation measures during development and operation of district

☐ Development program consistent with comprehensive planning

_____ Date of comprehensive plan final adoption

_____ Statement of no conflict with comprehensive plan

_____ Statement indicating how development program complies with Maine law limiting growth-related capital investments (see 30-A M.R.S.A. §4349-A)

☐ District not in conflict with municipal charter

_____ Statement of no conflict with municipal charter

☐ **For municipal debt financing only:** Amount of public debt with maximum 30-year maturity to be incurred to finance development program costs

_____ Principal amount, maturity and type of each municipal debt issuance

_____ List of improvements inside the district * to be financed with municipal debt

<p>* Under §5250-D of the TIF Statute, municipal debt may be issued to finance only development program costs <u>inside</u> the district.</p>

Appendix B

Tax Shift Formulas

To calculate the state education subsidy tax shift: For fiscal year 2015 – 2016 and each subsequent fiscal year, the state education subsidy formula is based on the average of the certified state valuations for the three (3) most recent years prior to the most recently certified state valuation. The education tax shift is computed by comparing Maine Department of Education Form ED 279 for the municipality with and without retained captured assessed value. The difference in the actual education subsidy and the adjusted education subsidy represents the projected state education subsidy tax shift for that year.

To calculate the state revenue sharing tax shift: The first step in determining the revenue sharing tax shift is to obtain the total municipal revenue sharing amount from the State Treasurer. The five steps outlined in the following formula are then applied ("CAV" below means projected captured assessed value):

$$\text{Step 1:} \quad \frac{\text{Municipal Population} \times \text{Local Property Tax Levied}}{\text{State Local Valuation}} = \text{Current Factor}$$

$$\text{Step 2:} \quad \frac{\text{Municipal Population} \times \text{Local Property Tax Levied}}{\text{State Local Valuation} + \text{CAV}} = \text{Adjusted Factor}$$

$$\text{Step 3:} \quad \frac{\text{Current Factor}}{\text{Adjusted Factor}} = 1.X$$

$$\text{Step 4:} \quad 1.X - 1.0 = .X$$

$$\text{Step 5:} \quad .X (\text{total municipal revenue sharing amount}) = \text{Revenue sharing tax shift}$$

To calculate the county tax shift: The steps in determining the county tax shift are as follows ("CAV" below means projected captured assessed value):

Step 1: Obtain the most recent County State Valuation from Maine Revenue Services.

Step 2: Determine the average CAV for the District over the life of the District.

Step 3: Determine the municipality's current share of the county tax:

$$\frac{\text{Current State municipal valuation}}{\text{Current State county valuation}}$$

Step 4: Determine what the municipality's share of the county tax would be if the new value from the District were added to the municipal valuation without the creation of the District:

$$\frac{\text{Current State municipal valuation} + \text{average new value}}{\text{Current State county valuation} + \text{average new value}} = \% \text{ of county tax shift}$$

- Step 5: Determine the estimated average annual county tax over the life of the District. To arrive at this number, determine the average change in county tax for the last five (5) years and the percentage increase projected to the middle of the District's life.
- Step 6: Multiply the projected tax from Step 5 by the percent of county tax shift from Step 4 to determine the county tax shift.

**CITY OF AUBURN
PUBLIC NOTICE**

Notice is hereby given that the City Council of the City of Auburn will hold three public hearings on November 20, 2017 at 7:00 p.m. or as soon as possible thereafter at the City Council Chambers in the Auburn Hall Building at 60 Court Street, Auburn Maine, for purposes of receiving public comments on the following:

Amendment to Downtown Development and Tax Increment Financing District #10 The amendment is proposed to remove a portion of the district including a parcel on Troy Street. (Municipal Tax Map 240 Parcel 212 and surrounding areas) pursuant to the provisions of Chapter 206 of Title 30-A of the Maine Revised Statutes.

The proposed amendment will allow for the adoption of the Hampshire Street Apartments Municipal Affordable Housing Development and Tax Increment Finance District on the parcel located at (Municipal Tax Map 240 Parcel 212).

Establishment of an Affordable Housing Development and Tax Increment Financing District #22 to designate a parcel on Hampshire Street and Troy Street. (Municipal Tax Map 240 Parcel 212 and surrounding areas) pursuant to the provisions of Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended.

The proposed Hampshire Street Apartments Municipal Affordable Housing Development and Tax Increment Finance District consists of approximately 0.64 acres and is intended to offset operating costs in an affordable housing project proposed for the parcel. The proposed district consists of property within the Downtown Traditional District T-5.1.

Amendment of the Affordable Housing Development and Tax Increment Financing District #21 to amend the Affordable Housing Development and Tax Increment Financing District #21 located at 477 Minot Ave, (Municipal Tax Map 209-Parcel 058) and to amend the development program for said Municipal Development and Tax Increment Finance District pursuant to the provisions of Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended.

The proposed amendment will allow for changes to the Development Program for the 477 Minot Avenue Affordable Housing Development and Tax Increment Financing District. The proposed changes to the Development Program will allow for a date change to the Development Program and Credit Enhancement Agreement.

A copy of the proposed development programs for the districts will be on file with the City Clerk and may be reviewed at the offices of the City Clerk during normal business hours. All interested persons are invited to attend the public hearing and will be given an opportunity to be heard at that time.

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam Lee, Ward Four



Leroy Walker, Ward Five
Grady R. Burns, At Large
David C. Young, At Large

Jonathan P. LaBonte, Mayor

Attachment 4

IN CITY COUNCIL November 20, 2017

Order 108-11202017

WHEREAS, The City of Auburn (the “City”) designated its Downtown Municipal Development and Tax Increment Financing District #10 (“the Downtown District”) and adopted the Development Program for such district initially in 2002; and

WHEREAS, the City adopted the First Amendment to the development program in 2014 in order to add acreage, add some public projects and allow the ability for the City to enter into credit enhancement agreements; and

WHEREAS, the City adopted the Second Amendment to the Downtown District Development Program in 2016 in order to remove an area to be developed as a separate tax increment financing district,

WHEREAS, the City has received a request for a credit enhancement agreement from the developer of an affordable housing project relating to a property located in the area of a parcel known on City tax maps as Map 240, Lot 212 but the project has not yet commenced; and

WHEREAS, there is a need for economic development and for the development of affordable, livable housing in the City of Auburn, in the surrounding region, and in the State of Maine; and

WHEREAS, there is a need to improve and broaden the tax base in the City of Auburn; and to improve the general economy of the City of Auburn and the region by attracting business development in the Downtown District; and

WHEREAS, implementation of the amended development program for the Downtown District and the development program for the Hampshire Street Apartments Affordable Housing Municipal Development and Tax Increment Financing District (the “Hampshire Street District”) will help improve and broaden the tax base in the City of Auburn and improve the economy in the City of Auburn and the region by attracting business development and creating affordable housing in the area of these districts; and

WHEREAS, pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, the City desires to amend the Downtown District and approve the ***Third Amendment to the Downtown Municipal Development and Tax Increment Financing District Development Program #10*** (the “Third Amendment”) in order to remove the area planed for the Hampshire Street Apartments project from the Downtown District; and

WHEREAS, pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, the City desires to approve the ***Hampshire Street Apartments Affordable Housing Municipal Development and Tax Increment Financing District*** (the “Hampshire Street District”) and development program for such district in order to promote the planned affordable housing project; and

WHEREAS, it is expected that approval will be obtained from the State of Maine Department of Economic and Community Development approving this ***Third Amendment to the Downtown Municipal Development and Tax Increment Financing District*** and amended development program for such district; and

WHEREAS, it is expected that approval will be obtained from the Maine State Housing Authority approving the designation of the ***Hampshire Street Apartments Affordable Housing Municipal Development and Tax Increment Financing District*** and approving its development program; and

NOW THEREFORE, BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF AUBURN, MAINE:

Section 1 The City of Auburn hereby approves the Third Amendment to the Downtown District and the amended development program for such district. The Third Amendment shall be pursuant to the following findings, terms, and provisions:

Section 2 The City Council hereby finds and determines that:

- a. This amendment to the Downtown District development program will not result in the Downtown District falling out of compliance with any of the conditions of 30-A M.R.S.A. Section 5223(3); and
- b. The pursuit of the Downtown District development program will make a contribution to the economic growth and wellbeing of the City of Auburn and the surrounding region, and will contribute to the betterment of the health, welfare, and safety of the inhabitants of the City of Auburn, including a broadened and improved tax base and economic stimulus, and therefore constitutes a good and valid public purpose. The City has considered all evidence, if any, presented to it with regard to any adverse economic effects on or detriment to any existing business, if any, is outweighed by the contribution expected to be made through the amendment to the Downtown District and Downtown District development program.

Section 3 Pursuant to the provisions of 30-A M.R.S.A. § 5227, the percentage of increased assessed value to be retained as captured assessed value in accordance with the Downtown District development program is hereby set forth in the Downtown District development program.

Section 4 The City Manager, or his duly appointed representative, is hereby authorized, empowered, and directed to submit the proposed Amendment to the Downtown District and the Downtown District development program to the State of Maine Department for Economic and Community Development for review and approval pursuant to the requirements of 30-A M.R.S.A. § 5226.

Section 5 The foregoing adoption of the amendment to the Downtown District and the Downtown District development program shall automatically become final and shall take full force and effect upon receipt by the City of approval by the State of Maine Department of Economic and Community Development, without requirement of further action by the City, the City Council, or any other party.

Section 6 The City Manager, or his duly appointed representative, is hereby authorized and empowered, at his discretion, from time to time, to make such revisions to the Downtown District and to the Downtown District development program as the City Manager deems reasonably necessary or convenient in order to facilitate the process for review and approval of the Downtown District by the State of Maine Department of Economic and Community Development, or for any other reason, so long as such revisions are not inconsistent with these resolutions or the basic structure and intent of the Downtown District development program.

Section 7 Pursuant to Chapter 206, Subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended, the City hereby approves the Hampshire Street District and the development program for such district. The approval shall be pursuant to the following findings, terms, and provisions:

Section 8 The City Council hereby finds and determines:

a. The designation of the Hampshire Street District and adoption of a development program therefore will comply with each of the conditions of 30-A M.R.S.A. § 5250-A; and

b. The pursuit of the Hampshire Street District development program will make a contribution to the economic growth and wellbeing of the City of Auburn and the surrounding region, and will contribute to the betterment of the health, welfare, and safety of the inhabitants of the City of Auburn, including a broadened and improved tax base and economic stimulus, and therefore constitutes a good and valid public purpose. The City has considered all evidence, if any, presented to it with regard to any adverse economic effects on or detriment to any existing business, if any, is outweighed by the contribution expected to be made through the amendment to the Hampshire Street District and Hampshire Street District development program.

Section 9 The City Manager be, and hereby is, authorized, empowered and directed to submit the proposed Hampshire Street District and the proposed development program for the Hampshire Street District to the Maine State Housing Authority for review and approval pursuant to the requirements of 30-A M.R.S.A. Chapter 206, Subchapter 3; and to enter into credit enhancement agreements as contemplated by the Hampshire Street District development program materials.

Section 10 The City Manager be and hereby is authorized and empowered at his direction from time to time to make such revisions to the Hampshire Street District development program for the Hampshire Street District as he deems reasonably necessary or convenient in order to facilitate the process of review and approval of the Hampshire Street District by the Maine State Housing Authority, or for any other reason, so long as such provisions are not inconsistent with these resolutions or the basic structure and intent of the Hampshire Street District development program. The City Manager is also hereby authorized and directed to submit any reports to the Maine State Housing Authority regarding the Hampshire Street District and development program throughout the term of the District.

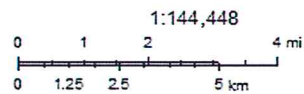
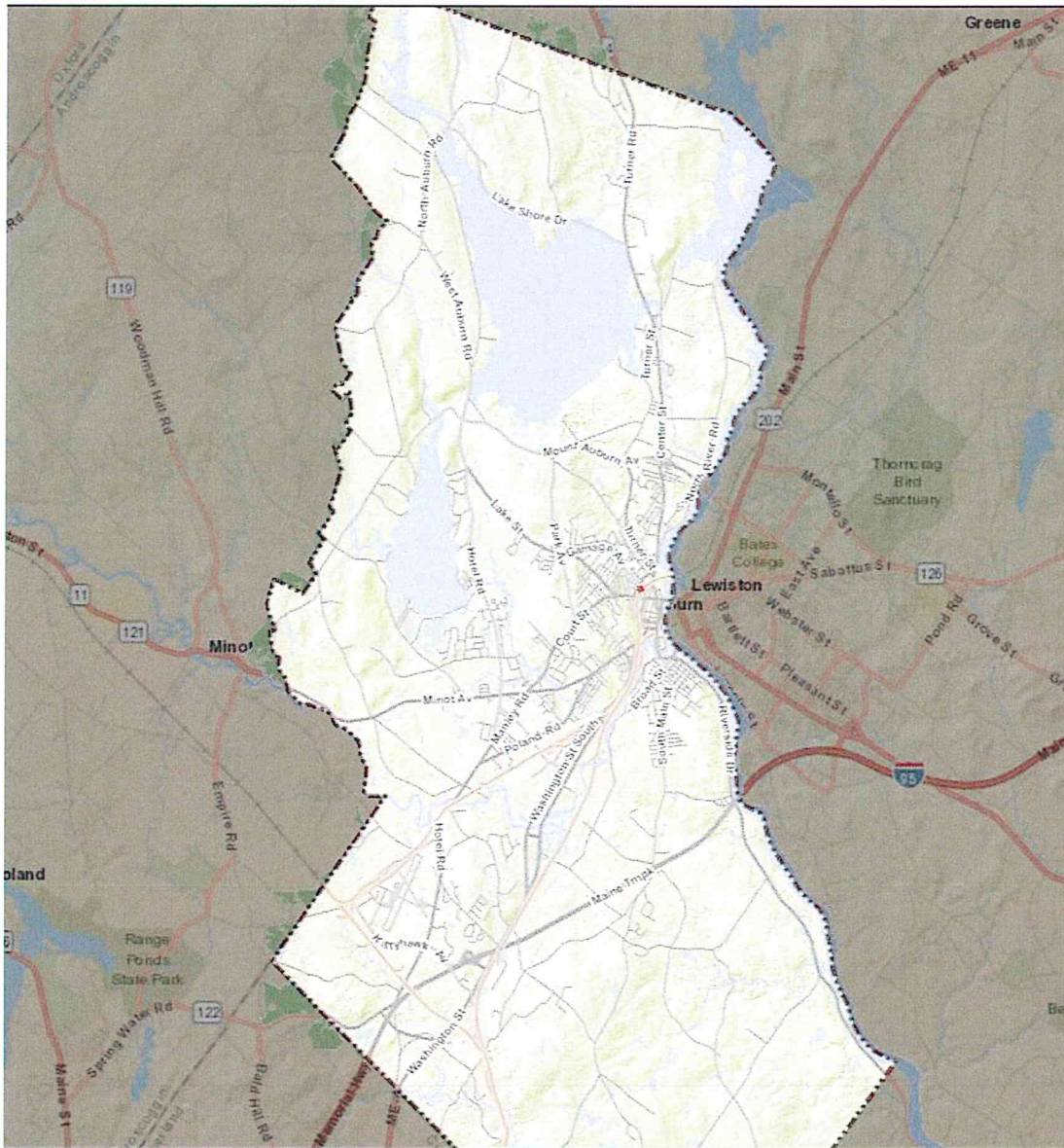
Section 11 The foregoing adoption of the Hampshire Street District and the adoption of the development program for the Hampshire Street District shall automatically become final and shall take full force and effect upon receipt by the City of approval by the Maine State Housing Authority without requirements of further action by the City, City Council or any other party.

Dated: November 20, 2017

City Manager

This map shows a section of Troy, New York, with various streets and property lots. The streets labeled include Temple St, Union St, Hampshire St, Troy St, and Library Av. Property lots are numbered, such as 240-173, 240-174, 240-175, 240-176, 240-177, 240-178, 240-179, 240-180, 240-181, 240-182, 240-183, 240-184, 240-185, 240-186, 240-187, 240-188, 240-189, 240-190, 240-191, 240-192, 240-193, 240-194, 240-195, 240-196, 240-197, 240-198, 240-199, 240-200, 240-201, 240-202, 240-203, 240-204, 240-205, 240-206, 240-207, 240-208, 240-209, 240-210, 240-211, 240-212, 240-213, 240-214, 240-215, 240-216, 240-217, 240-218, 240-219, 240-220, 240-221, 240-222, 240-223, 240-224, 240-225, 240-226, 240-227, 240-228, 240-229, 240-230, 240-231, 240-232, 240-233, 240-234, 240-235, 240-236, 240-237, 240-238, 240-239, 240-240, 240-241, 240-242, 240-243, 240-244, 240-245, 240-246, 240-247, 240-248, 240-249, 240-250, 240-251, 240-252, 240-253, 240-254, 240-255, 240-256, 240-257, 240-258, 240-259, 240-260, 240-261, 240-262, 240-263, 240-264, 240-265, 240-266, 240-267, 240-268, 240-269, 240-270, 240-271, 240-272, 240-273, 240-274, 240-275, 240-276, 240-277, 240-278, 240-279, 240-280, 240-281, 240-282, 240-283, 240-284, 240-285, 240-286, 240-287, 240-288, 240-289, 240-290, 240-291, 240-292, 240-293, 240-294, 240-295, 240-296, 240-297, 240-298, 240-299, 240-300, 240-301, 240-302, 240-303, 240-304, 240-305, 240-306, 240-307, 240-308, 240-309, 240-310, 240-311, 240-312, 240-313, 240-314, 240-315, 240-316, 240-317, 240-318, 240-319, 240-320, 240-321, 240-322, 240-323, 240-324, 240-325, 240-326, 240-327, 240-328, 240-329, 240-330, 240-331, 240-332, 240-333, 240-334, 240-335, 240-336, 240-337, 240-338, 240-339, 240-340, 240-341, 240-342, 240-343, 240-344, 240-345, 240-346, 240-347, 240-348, 240-349, 240-350, 240-351, 240-352, 240-353, 240-354, 240-355, 240-356, 240-357, 240-358, 240-359, 240-360, 240-361, 240-362, 240-363, 240-364, 240-365, 240-366, 240-367, 240-368, 240-369, 240-370, 240-371, 240-372, 240-373, 240-374, 240-375, 240-376, 240-377, 240-378, 240-379, 240-380, 240-381, 240-382, 240-383, 240-384, 240-385, 240-386, 240-387, 240-388, 240-389, 240-390, 240-391, 240-392, 240-393, 240-394, 240-395, 240-396, 240-397, 240-398, 240-399, 240-400, 240-401, 240-402, 240-403, 240-404, 240-405, 240-406, 240-407, 240-408, 240-409, 240-410, 240-411, 240-412, 240-413, 240-414, 240-415, 240-416, 240-417, 240-418, 240-419, 240-420, 240-421, 240-422, 240-423, 240-424, 240-425, 240-426, 240-427, 240-428, 240-429, 240-430, 240-431, 240-432, 240-433, 240-434, 240-435, 240-436, 240-437, 240-438, 240-439, 240-440, 240-441, 240-442, 240-443, 240-444, 240-445, 240-446, 240-447, 240-448, 240-449, 240-450, 240-451, 240-452, 240-453, 240-454, 240-455, 240-456, 240-457, 240-458, 240-459, 240-460, 240-461, 240-462, 240-463, 240-464, 240-465, 240-466, 240-467, 240-468, 240-469, 240-470, 240-471, 240-472, 240-473, 240-474, 240-475, 240-476, 240-477, 240-478, 240-479, 240-480, 240-481, 240-482, 240-483, 240-484, 240-485, 240-486, 240-487, 240-488, 240-489, 240-490, 240-491, 240-492, 240-493, 240-494, 240-495, 240-496, 240-497, 240-498, 240-499, 240-500, 240-501, 240-502, 240-503, 240-504, 240-505, 240-506, 240-507, 240-508, 240-509, 240-510, 240-511, 240-512, 240-513, 240-514, 240-515, 240-516, 240-517, 240-518, 240-519, 240-520, 240-521, 240-522, 240-523, 240-524, 240-525, 240-526, 240-527, 240-528, 240-529, 240-530, 240-531, 240-532, 240-533, 240-534, 240-535, 240-536, 240-537, 240-538, 240-539, 240-540, 240-541, 240-542, 240-543, 240-544, 240-545, 240-546, 240-547, 240-548, 240-549, 240-550, 240-551, 240-552, 240-553, 240-554, 240-555, 240-556, 240-557, 240-558, 240-559, 240-560, 240-561, 240-562, 240-563, 240-564, 240-565, 240-566, 240-567, 240-568, 240-569, 240-570, 240-571, 240-572, 240-573, 240-574, 240-575, 240-576, 240-577, 240-578, 240-579, 240-580, 240-581, 240-582, 240-583, 240-584, 240-585, 240-586, 240-587, 240-588, 240-589, 240-590, 240-591, 240-592, 240-593, 240-594, 240-595, 240-596, 240-597, 240-598, 240-599, 240-600, 240-601, 240-602, 240-603, 240-604, 240-605, 240-606, 240-607, 240-608, 240-609, 240-610, 240-611, 240-612, 240-613, 2

Attachment #5, City of Auburn TIF # 22



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

City of Auburn
Esri, HERE, Garmin, NGA, USGS, NPS | Unknown source, unknown date |



City of Auburn, Maine

Office of the Assessor

www.auburnmaine.gov | 60 Court Street

Auburn, Maine 04210

207.333.6601

ASSESSOR'S CERTIFICATE

Hampshire Street Apartments Affordable Housing Municipal Development and Tax Increment Financing District #22

CITY OF AUBURN MAINE

The undersigned Assessor for the City of Auburn does hereby certify pursuant to the provisions of 30-A M.R.S.A. 5250-A that:

The assessed value of the taxable real property of the Hampshire Street Apartments Affordable Housing Municipal Development and Tax Increment Financing District (#22) as described in the Development Program to which this Certificate is included, was 0 as of March 31, 2017.

In witness whereof, this Certificate has been executed as of this 26 day of October 2017.

Assessor, City of Auburn, Maine

A handwritten signature in black ink, appearing to read "K. Scammon", written over a horizontal line.

Karen Scammon, CMA

Attachment 7

Hampshire Street Apartments Municipal Affordable Housing Development and Tax Increment Financing District

Development Program & Financial Plan

I. Introduction

The City desires to attract and retain quality jobs and commercial development, create and maintain a healthy tax base, improve the economy of the City and the State of Maine, and provide for construction of new public infrastructure and improvements to facilitate economic development.

Szanton Monks Properties, LLC or an entity owned by Szanton Monks Properties, LLC (the “Developer”) has requested that the City of Auburn establish an Affordable Housing Tax Increment Financing (TIF) District, development program, and financial plan to assist in financing the operational and maintenance costs of the fifty-three (53) units of affordable and market rate housing to be constructed in downtown Auburn. Thirty-four (34) to forty-two (42) of the units (64%-80% of the total units) will be occupied by households earning not more than 60% of the area median income with the remaining units occupied at market rental terms.

The Developer has commissioned a market study of the Auburn housing market that will be completed by December 31, 2017. The Developer anticipates that the market study will show a strong need for family rental housing in the Auburn market (the term “family housing” here is used to contrast with the demand for senior housing). Maine State Housing Authority (MaineHousing) has identified Auburn as a high-priority municipality, and specifically targeted Auburn on its tax credit allocation scorecard with the highest-possible score, which reflects MaineHousing’s assessment of significant affordable housing need in the City.

The Developer is requesting a Tax Increment Financing arrangement pursuant to which 50% of the “tax increment revenues” as defined in the legislation creating the Affordable Housing Tax Increment Financing Program would be returned to it each year for a 30-year period. The obligation to pay such tax increment revenues to the Developer or an affiliated entity would be set forth in a Credit Enhancement Agreement between the City and the Developer or an affiliated entity, on usual and customary terms. A copy of the proposed Credit Enhancement Agreement is on file with the City.

The Project will be located at the intersection of Hampshire Street and Troy Street on a 1.01 acre vacant site currently utilized as a municipal parking area. The proposed project site will encompass approximately 44,000 square feet. The proposed TIF district will be 1.01 acres in size which will include the site for affordable housing units as well as related site improvements. A map of TIF district is included as Attachment 5. This 1.01 acre area is comprised of what is currently identified on City Tax Maps as Map 240 Lot 212, a portion of what is currently identified as Troy Street as well as a strip of property currently part of a railroad right-of-way located on City Tax Maps as Map 240, Lot 203 and Map 240, Lot 178. To the extent that the railroad right-of-way area does not come under the control of the Developer, then the Developer will not be eligible to receive reimbursed property tax increment with respect to that portion of the District.

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The City of Auburn and the Developer agreed on a plan to redevelop the property in November 2017. The project site is located in both the Downtown Traditional Center zoning district and the General Business zoning district. The Downtown Traditional Center zoning district is characterized by medium to larger sized buildings in a compact urban environment that generates an active street life. There is interplay between the Public Realm of the busy street and sidewalk, and the Private Realm of the residential stoops, commercial storefronts and gallery building fronts. The increased building widths form a more solid and compact street wall pattern, generating an energized traditional downtown feel. The General Business zoning district is intended to include commercial uses serving both the city and the region, together with normal accessory uses compatible with a cohesive and attractive shopping and office area.

A copy of the Downtown Traditional Center zoning district ordinance and the General Business zoning district ordinance is included with Attachment 7.

Within Auburn municipal boundaries there are approximately 42,073 acres. The proposed TIF District is approximately 1.01 acres in size which is 0.0024% of the total acreage of the municipality, well below the 2% cap.

The City of Auburn has approved 21 TIF districts of which 6 are retired and the remaining 15 are active. The combined acreage of TIF districts in the City is 733.75 acres or 1.74 % of the City's total acreage, well within the 5% cap.

The total acreage of all existing and proposed development districts (affordable housing and DECD districts) in the municipality divided by total municipal acreage is not more than 5%. Existing and proposed development districts are 468.27 acres excluding the City's Downtown Municipal TIF District which is exempt from this calculation) out of a total of 42,073 acres in Auburn representing 1.15%.

II. Affordable Housing Development Program

A. Designation of TIF District

In order to fulfill the goals of maintaining a healthy tax base, improving the economy of the City and the State of Maine, and providing for construction of new public infrastructure and improvements to facilitate economic development, certain properties are being designated as the Hampshire Street Apartments Tax Increment Financing District. The District encompasses an area of approximately 1.01 acres, comprising a portion of the City, as shown on Attachment 5 attached hereto and incorporated herein by reference (the "District"). 100% of District acreage is suitable for residential use, and in need of rehabilitation/redevelopment. The District is well-located for housing as it is located in an urban neighborhood directly adjacent to the Downtown City Center. The District is bounded by Hampshire Street, Troy Street/railroad right-of-way, and Union Street (U.S. Route 4). The District is also in close proximity to several municipal buildings including the library, restaurants, pharmacies, and grocery stores. The District includes vacant land which is in need of redevelopment and given its proximity to services is perfect for urban infill. The District is serviced by municipal sewer and water services and will include only residential uses. The District is in the Downtown Traditional Center Zone and General Business Zone.

III. Development Program Narrative

A. Development Program

The Development Program described herein is proposed for the purpose of administering the District as a municipal tax increment financing (TIF) district pursuant to Chapter 206 of the title 30-A of the Maine Revised Statutes. Upon resolution of the Auburn City Council designating the District and adopting this Development Program on November 20, 2017 the designation of the District and adoption of the Development Program becomes final subject to approval by the Maine State Housing Authority (MaineHousing).

The purpose of the District is to reimburse the developer costs associated with improvements within or in support of the District.

The City will use the captured tax increment revenues from the District to finance the Project as permitted under 30- A M.R.S.A 5225 (the “ Project Costs”). The estimated Project Costs are to be included as part of this Development Program.

By designating the District and adopting this Development Program, the City can accomplish the following goals:

- Ensure the construction of a highly desirable multi-family mixed income project
- Maintain existing tax revenues
- Enhance future tax revenues with increased assessed value of property within the district
- Create new mixed-income housing stock

Thus, the City’s designation of the TIF District and pursuit of this Development Program constitutes a good and valid public purpose pursuant to Chapter 206 of Title 30-A because it represents a substantial contribution to the economic well-being of the City, by adding needed affordable housing stock to the area.

In addition, by creating the District, the City will “shelter” the increase in municipal valuation that the Project will bring about. This tax shift benefit will mitigate the adverse effect that the District’s increased assessed property value would have on the City’s share of state aid to education, municipal revenue, and its county tax assessment. An estimate of the tax shift benefit is shown as part of this Attachment 7.

The Development Program will begin as of April 1, 2017 and end March 31, 2047 (the municipal fiscal year is July 1-June 30). The Development Program meets an identified housing need in Auburn. Hampshire Street Apartments will be developed utilizing Low Income Housing Tax Credit (LIHTC) equity and thus will be subject to an Extended Use Agreement with MaineHousing, which will be executed for the project at loan closing and a copy recorded at the registry of deeds. The Extended Use Agreement will restrict occupancy of the LIHTC units at 50% or 60% of Area Median Income (AMI). When completed, Hampshire Street Apartments will be managed by Saco Falls Management or another company with comparable experience. The Developer’s property contained within District will be subject to a long term restrictive covenant required by MaineHousing as a condition of receiving low income housing tax credits. The restrictive covenant will require that the affordable units in the project be restricted to households with low incomes (based on a percentage of area median income) and that the

Attachment 7

rent levels that can be charged will be limited as provided by MaineHousing and the U.S. Department of Housing and Urban development and the low income housing tax credit program. The restrictive covenant will be the senior encumbrance on the property and will run for a 45 year period after the completion of the project.

The project in the District will be owned by the Developer. The Developer will enter into a property management contract with Saco Falls Management or another company with comparable experience. Saco Falls Management manages a variety of affordable housing projects in central and southern Maine and is experienced and qualified to manage the project. Funding during operations will come from revenue generated by rental of the units in the project.

The Hampshire Street Apartments project is committed to following all local and state laws and regulations. Locally, full planning board approval is expected to be granted in late 2017. Any environmental issues will be fully remediated as part of the project. A qualified general contractor will be chosen with the approval of MaineHousing. The Development Program is consistent with the City of Auburn's Comprehensive Plan, dated April 19, 2011, and complies with Maine law limiting growth-related capital investments (30-A M.R.S.A. 4349-A). Additionally, the District is not in conflict with Auburn's municipal charter.

IV. Financial Plan

A. Financial Plan

The proposed TIF district will encompass approximately 1.01 acres of taxable property with a total assessed land value as of April 1, 2016 of \$0 as the property was municipally owned and tax exempt on that date.

The Development program Fund is established consisting of a project cost account ("Project Cost Account") pledged to and charged with payment of project costs outlined in the financial plan. The Project Cost Account shall consist of one or more City cost Subaccounts (the "City Project Cost Subaccount") pledged to and charged with payment of costs of the City's project costs, and one or more developer cost subaccounts (the "Developer Project Cost Subaccounts") pledged to and charged with payment of the costs of reimbursement consistent with an approved individual credit enhancement agreement.

The City will capture an estimated 97% of the increased assessed value of the district over the entire 30 year term. This is merely an estimate because the total captured value percentage will depend somewhat upon the value and tax rate necessary to generate a specific dollar amount of TIF revenues for City use. Specifically, 50% of the taxes paid on the increased assessed value will be deposited into the Development Program Fund for the district to be reimbursed to the developer pursuant to a credit enhancement agreement. An additional amount of the taxes paid on the increased assessed value, \$35,825 to be specific, will also be deposited in the Development Program Fund, but will be made available solely for use to offset the projected additional educational costs resulting from the Project. Please see the attached chart which demonstrates the anticipated education costs of \$35,825 per year. Any remaining taxes paid on the increased assessed value that are not obligated to be reimbursed to the developer and not obligated or authorized to be utilized for educational costs herein shall be deposited into the general fund.

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All project costs will be funded directly or reimbursed from incremental tax revenues of the District. Public Indebtedness is not required for this project.

B. Anticipated Revenues

The anticipated municipal TIF revenues will be generated by real property improvements made within the district. Investment by District developers in the City of Auburn is estimated to result in a collective municipal assessed value of \$3, 300,000.

C. Developer's use of TIF Revenue

Reimbursement to the Project's developer of the entirety of fifty percent (50%) of the captured taxes paid on the increased assessed value of the District achieves two complementary goals. First, the TIF revenues will provide a source of revenue to support the capital infrastructure project inside the District. Secondly, the designation of the District and adoption of the development program will allow for the developer to earn points on the Project for Maine State Housing Authority's tax credit scoring benchmarks.

Additionally, the tax increment revenues being returned to the developer shall be utilized by the to fund (i) operating costs, including without limitation property management and administration, utilities, routine repairs and maintenance, insurance, real estate taxes, and the Project's replacement reserve account, and (ii) debt service in connection with financing that may be obtained for the Project.

D. Strategic Growth and Development

By designating the District and adopting the development program, the City is capitalizing on the tax shift benefits so that the City will not lose new tax revenue to subsidy losses and increased obligations related to the captured assessed value in the District. The District's designation and implementation of the Development program is expected to improve and boost the City's economy by increasing the availability of the affordable housing stock.

E. Description of District

This section addresses the conditions for approval contained in 30-A M.R.S.A 5247.

The proposed municipal TIF district will encompass approximately 1.01 acres of taxable property currently utilized primarily as a vacant municipally owned parking lot as shown in Attachment 5. The statutory threshold limits addressing the conditions for approval mandated by 30-A M.R.S.A 5247 are set forth in Exhibit B.

100% of District acreage is suitable for residential use, and in need of rehabilitation/redevelopment. The District is well-located for housing as it is located in an urban neighborhood directly adjacent to the Downtown City Center. The District is bounded by Hampshire Street, Troy Street/railroad right-of-way, and Union Street (U.S. Route 4). The District is also in close proximity to several municipal buildings including the library, restaurants, pharmacies, and grocery stores. The District includes vacant land which is in need of redevelopment and given its proximity to services is perfect for urban infill. The District is serviced by municipal sewer and water services and will include only residential use.

The original assessed land value of the proposed district as of March 31, 2017 (April 1, 2016) was \$0. Fifty percent (50%) of the increased assessed value of the taxable real property located within the District

Attachment 7

will be captured by the Project and reinvested into the District, while the other fifty percent (50%) will be captured by the City for TIF project costs approved herein. Estimates of the increased assessed property values of the District, the anticipated TIF revenues generated by the District and the estimated tax shifts are shown in this Attachment 7.

The OAV of all existing and proposed affordable housing development districts in Auburn ($\$170,100 + \$522,800 + \$0 = \$692,900$) divided by the aggregate taxable value of property in Auburn ($\$1,998,286,739$) as of April 1, 2017 is .035%.

F. Anticipated Revenues

The anticipated municipal TIF revenues will be generated by real property improvements made within the district. Investment by District developers in the City of Auburn is estimated to result in a collective municipal assessed value of \$3,300,000. The total development cost for Hampshire Street Apartments is budgeted at \$9,557,000 (See attached detailed development budget sheet). The project will be financed primarily through Low Income Housing Tax Credits which are estimated to generate development funds in the amount of \$6,942,000. In addition it will be financed with a Rental Loan Program subsidy of approximately \$975,000 and as well as a HOME loan from the City of Auburn worth \$110,000.

IV. Terms of the Development Program

A. Description of the terms and conditions of any agreements, contracts, or other obligations related to the development program

The City anticipates entering into a CEA with The Developer within the District to reimburse 50% of the property taxes paid on the Increased Assessed Value (IAV) in the District for thirty (30) years.

The Development Program shall begin upon the approval by the Director of Maine Housing of the City's application for Tax Increment Financing, and continue for a 30 year period thereafter as described above. In the event that the Developer is unsuccessful in obtaining an award of Low Income Housing Tax Credits under both the 2018 Qualified Allocation Plan and the 2019 Qualified Allocation Plan, this development Program shall terminate.

The District is delineated on Attachment 5 hereto.

B. Description of Public Facilities to be constructed

There are no public facilities to be constructed with this project.

C. Relocation of Displaced Persons

No persons or businesses will be displaced or relocated as a result of the development activities proposed in the District.

D. Proposed regulations and facilities and environmental controls

The Hampshire Street Apartments project is committed to following all local and state laws and regulations. Locally, full planning board approval will be granted by the end of 2017. Any environmental

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issues will be fully remediated as part of the project. A qualified general contractor will be chosen with the approval of MaineHousing.

E. Plan of Operation after Completion

The improvements in the District will at all times be owned by the Developers, its successors or assigns, which will be responsible for payment of all maintenance expenses, insurance and taxes on said improvements.

During the life of the District, the City Manager or the Manager's designee will be responsible for all administrative matters concerning the implementation and operation of the District. The Developers shall be solely responsible for implementation of the Project in the District.

The current and future developers owning or leasing properties located within the District will pay for or finance improvements located in the District through public and private sources.

Attachment #7

City of Auburn TIF #22 Tax Shift Benefits

Tax Year	Avoided Loss in State Allocation For Education	Avoided Loss in Revenue Sharing	Avoided Increase In County Tax	Total Tax Shifts
FY 17-18	-	58.61	78.34	\$ 136.95
FY18-19	-	58.61	78.34	\$ 136.95
FY19-20	29,700.00	58.61	78.34	\$ 29,836.95
FY20-21	29,700.00	58.61	78.34	\$ 29,836.95
FY 21-22	29,700.00	58.61	78.34	\$ 29,836.95
FY22-23	29,700.00	58.61	78.34	\$ 29,836.95
FY23-24	29,700.00	58.61	78.34	\$ 29,836.95
FY24-25	29,700.00	58.61	78.34	\$ 29,836.95
FY25-26	29,700.00	58.61	78.34	\$ 29,836.95
FY26-27	29,700.00	58.61	78.34	\$ 29,836.95
FY27-28	29,700.00	58.61	78.34	\$ 29,836.95
FY28-29	29,700.00	58.61	78.34	\$ 29,836.95
FY29-30	29,700.00	58.61	78.34	\$ 29,836.95
FY30-31	29,700.00	58.61	78.34	\$ 29,836.95
FY31-32	29,700.00	58.61	78.34	\$ 29,836.95
FY32-33	29,700.00	58.61	78.34	\$ 29,836.95
FY33-34	29,700.00	58.61	78.34	\$ 29,836.95
FY34-35	29,700.00	58.61	78.34	\$ 29,836.95
FY35-36	29,700.00	58.61	78.34	\$ 29,836.95
FY 36-37	29,700.00	58.61	78.34	\$ 29,836.95
FY 37-38	29,700.00	58.61	78.34	\$ 29,836.95
FY-38-39	29,700.00	58.61	78.34	\$ 29,836.95
FY 39-40	29,700.00	58.61	78.34	\$ 29,836.95
FY 40-41	29,700.00	58.61	78.34	\$ 29,836.95
FY 41-42	29,700.00	58.61	78.34	\$ 29,836.95
FY 42-43	29,700.00	58.61	78.34	\$ 29,836.95
FY 43-44	29,700.00	58.61	78.34	\$ 29,836.95
FY 44-45	29,700.00	58.61	78.34	\$ 29,836.95
FY 45-46	29,700.00	58.61	78.34	\$ 29,836.95
FY46-47	29,700.00	58.61	78.34	\$ 29,836.95
Totals:	\$ 831,600.00	\$ 1,758.30	\$ 2,350.20	\$ 835,708.50

Attachment #7

Estimated Captured Assessed Values of TIF District # 22

Tif Year	Tax Year	Original Assessed Value 2016	Projected Increased Assessed Value (IAV)	Estimated Percent of Value Captured (depends how much value must be captured to fund CEA and \$35,825 of school costs)	Projected Captured Assessed Value (depends how much value must be captured to fund CEA and \$35,825 of school costs)	Projected Mil Rate	Projected New Taxes Captured (100%)	TIF Revenue to Developer (50% of new tax revenue)	TIF Revenue to City Project Account (Projected at 47.221%)	TIF Revenue to General Fund (Projected at 2.779%)
1	2017	\$0	3,300,000	97%	\$3,201,000	0.02299	\$75,867	\$37,934	\$35,825	\$2,108
2	2018	\$0	3,300,000	97%	\$3,201,000	0.02299	\$75,867	\$37,934	\$35,825	\$2,108
3	2019	\$0	3,300,000	97%	\$3,201,000	0.02299	\$75,867	\$37,934	\$35,825	\$2,108
4	2020	\$0	3,300,000	97%	\$3,201,000	0.02299	\$75,867	\$37,934	\$35,825	\$2,108
5	2021	\$0	3,300,000	97%	\$3,201,000	0.02299	\$75,867	\$37,934	\$35,825	\$2,108
6	2022	\$0	3,300,000	97%	\$3,201,000	0.02299	\$75,867	\$37,934	\$35,825	\$2,108
7	2023	\$0	3,300,000	97%	\$3,201,000	0.02299	\$75,867	\$37,934	\$35,825	\$2,108
8	2024	\$0	3,300,000	97%	\$3,201,000	0.02299	\$75,867	\$37,934	\$35,825	\$2,108
9	2025	\$0	3,300,000	97%	\$3,201,000	0.02299	\$75,867	\$37,934	\$35,825	\$2,108
10	2026	\$0	3,300,000	97%	\$3,201,000	0.02299	\$75,867	\$37,934	\$35,825	\$2,108
11	2027	\$0	3,300,000	97%	\$3,201,000	0.02299	\$75,867	\$37,934	\$35,825	\$2,108
12	2028	\$0	3,300,000	97%	\$3,201,000	0.02299	\$75,867	\$37,934	\$35,825	\$2,108
13	2029	\$0	3,300,000	97%	\$3,201,000	0.02299	\$75,867	\$37,934	\$35,825	\$2,108
14	2030	\$0	3,300,000	97%	\$3,201,000	0.02299	\$75,867	\$37,934	\$35,825	\$2,108
15	2031	\$0	3,300,000	97%	\$3,201,000	0.02299	\$75,867	\$37,934	\$35,825	\$2,108
16	2032	\$0	3,300,000	97%	\$3,201,000	0.02299	\$75,867	\$37,934	\$35,825	\$2,108
17	2033	\$0	3,300,000	97%	\$3,201,000	0.02299	\$75,867	\$37,934	\$35,825	\$2,108
18	2034	\$0	3,300,000	97%	\$3,201,000	0.02299	\$75,867	\$37,934	\$35,825	\$2,108
19	2035	\$0	3,300,000	97%	\$3,201,000	0.02299	\$75,867	\$37,934	\$35,825	\$2,108
20	2036	\$0	3,300,000	97%	\$3,201,000	0.02299	\$75,867	\$37,934	\$35,825	\$2,108
21	2037	\$0	3,300,000	97%	\$3,201,000	0.02299	\$75,867	\$37,934	\$35,825	\$2,108
22	2038	\$0	3,300,000	97%	\$3,201,000	0.02299	\$75,867	\$37,934	\$35,825	\$2,108
23	2039	\$0	3,300,000	97%	\$3,201,000	0.02299	\$75,867	\$37,934	\$35,825	\$2,108
24	2040	\$0	3,300,000	97%	\$3,201,000	0.02299	\$75,867	\$37,934	\$35,825	\$2,108
25	2041	\$0	3,300,000	97%	\$3,201,000	0.02299	\$75,867	\$37,934	\$35,825	\$2,108
26	2042	\$0	3,300,000	97%	\$3,201,000	0.02299	\$75,867	\$37,934	\$35,825	\$2,108
27	2043	\$0	3,300,000	97%	\$3,201,000	0.02299	\$75,867	\$37,934	\$35,825	\$2,108
28	2044	\$0	3,300,000	97%	\$3,201,000	0.02299	\$75,867	\$37,934	\$35,825	\$2,108
29	2045	\$0	3,300,000	97%	\$3,201,000	0.02299	\$75,867	\$37,934	\$35,825	\$2,108
30	2046	\$0	3,300,000	97%	\$3,201,000	0.02299	\$75,867	\$37,934	\$35,825	\$2,108
Totals							\$2,276,010	\$1,138,005	\$1,074,755	\$63,250

Attachment 7
Estimated Impact on School Operating Costs TIF # 22

Unit Size	Number of units	School aged Children per unit	Estimated # of students	Cost per student per year
1 Bedroom	26	0	0	\$3,700
2 Bedroom	17	0.33	5.61	\$3,700
3 Bedroom	10	0.73	7.3	\$3,700
Total	53		12.91	

Source: Residential Demographic
Multipliers, Estimates of the Occupants of
New Housing, June

2006, Center for Urban Policy Research, Rutgers University. (Massachusetts data used for 3 BR since data not available for Maine)

Cost per student per year	Estimated number of Students	Total Cost per year	Total cost per year (new students only)	Total Cost over term of TIF (30 Years)
\$3,700	12.91	\$47,767	\$35,825.25	\$1,074,757.50

Hampshire Street

Financial Model

PROJECT DESCRIPTION	Apartments		53	Note: The exact number of apartments, the balance of affordable and market-rate units, and the precise bedroom mix (percentage of one-bedrooms, two-bedrooms, etc) would be based on market need as determined by a market study.
	Income-Restricted	74%	39	
	Market-Rate	26%	14	
	Studios	0%	0	
	One-Bedrooms	49%	26	
	Two-Bedrooms	32%	17	
	Three-Bedrooms	19%	10	
FINANCING SOURCES	Affordable Housing Tax Credits	6,942,000	72.6%	Based on Eligible Costs
	MaineHousing Subsidy	975,000	10.2%	Based on Eligible Units
	MaineHousing Mortgage	1,530,000	16.0%	Based on Net Operating Income
	City HOME grant	110,000	1.2%	
	TOTAL	9,557,000		

Hampshire Street

Financial Model

DEVELOPMENT BUDGET	Land Acquisition	45,000
	Construction + Contingency	7,200,000
	Professional and Other Fees	1,320,000
	Building Permit	
	Sewer Impact Fee	
	Architectural	
	Developer Fee	
	Civil and Structural Engineering	
	Surveyor	
	Geotechnical	
	Legal	
	Reserves Required by MaineHousing and Other Fees	992,000
	Mortgage Fee	
	Tax Credit Allocation Fee	
	Operating Reserve	
	Replacement / Capital Improvement Reserve	
	Marketing / Rent-Up Reserve	
	Interest, Financing Fees, and Other Costs	
	Construction Loan Interest	
	Construction Inspections	
	Lender Legal	
	Construction Loan Origination Fee	
	Appraisal & Market Study	
	Property Taxes During Construction	
	TOTAL	9,557,000

Hampshire Street

Financial Model

		# of	Rent per	Monthly
ANNUAL INCOME	Apartment Type and Income Targeting	units	unit	Revenue
	0-BR at/below 50% of AMI*	0	501	-
	1-BR at/below 50% of AMI*	6	528	3,168
	2-BR at/below 50% of AMI*	6	631	3,786
	3-BR at/below 50% of AMI*	4	717	2,868
	0-BR at/below 60% of AMI*	0	607	-
	1-BR at/below 60% of AMI*	12	642	7,704
	2-BR at/below 60% of AMI*	7	768	5,376
	3-BR at/below 60% of AMI*	4	875	3,500
	0-BR Market Rate	0	700	-
	1-BR Market Rate	8	775	6,200
	2-BR Market Rate	4	950	3,800
	3-BR Market Rate	2	1,065	2,130
		53		
			Monthly Rental Revenue	38,532
			Annual Rental Revenue	462,384
			Property Taxes Returned Under TIF	36,450
			Less 5% vacancy	(23,119)
			Laundry Income	12,720
			TOTAL INCOME	488,435

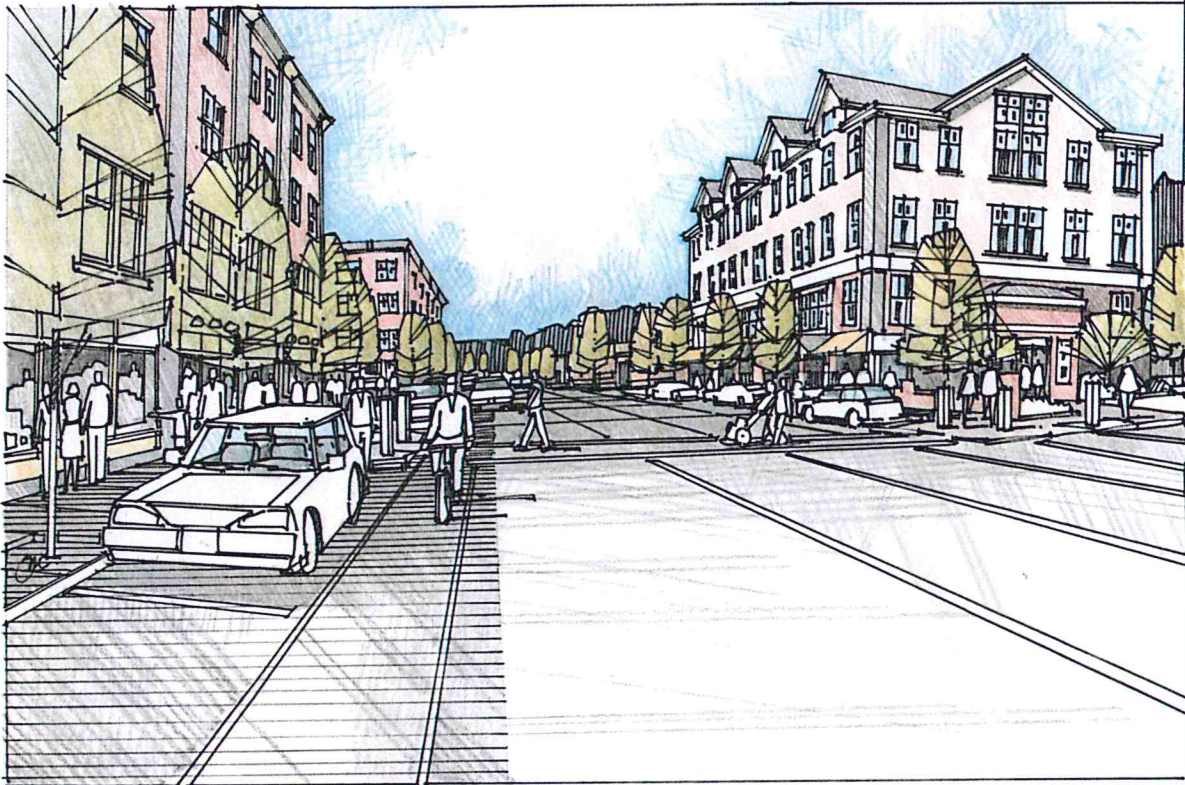
* AMI: area median income, which is a function of household size

Hampshire Street

Financial Model

ANNUAL EXPENSES	Management Fees	34,600
	Management Expenses and Reimbursements	5,100
	Marketing	3,100
	Legal	3,100
	Audit	5,100
	Janitorial / Cleaning	12,500
	Fuel and Gas	39,400
	Electricity	21,400
	Water and Sewer	21,400
	Garbage and Trash Removal	9,100
	Vehicle and Equipment Expenses	1,200
	Grounds Contractual Services	21,400
	Building Maintenance	42,900
	Building Tools and Supplies	10,700
	Other Contract Services	15,400
	Building Systems Maintenance	7,700
	Property and Liability Insurance	12,900
	Resident Service Coordinator	16,300
	Property Taxes	72,900
	Replacement Reserve (Required by MaineHousing)	27,600
	TOTAL EXPENSES	383,800
	Net Operating Income	104,635
	Debt Service / Mortgage Payments	78,135
	Net Cash Flow / Profit	26,500

ATTACHMENT 7

**Illustrative View of T- 5.1 (Future Great Falls Plaza)****Intent and Purpose:****Downtown Traditional Center (T- 5.1)**

The Downtown Traditional Center zone is characterized by medium to larger sized buildings in a compact urban environment that generates an active street life. There is interplay between the Public Realm of the busy street and sidewalk, and the Private Realm of the residential stoops, commercial storefronts and gallery building fronts. The increased building widths form a more solid and compact street wall pattern, generating an energized traditional downtown feel.



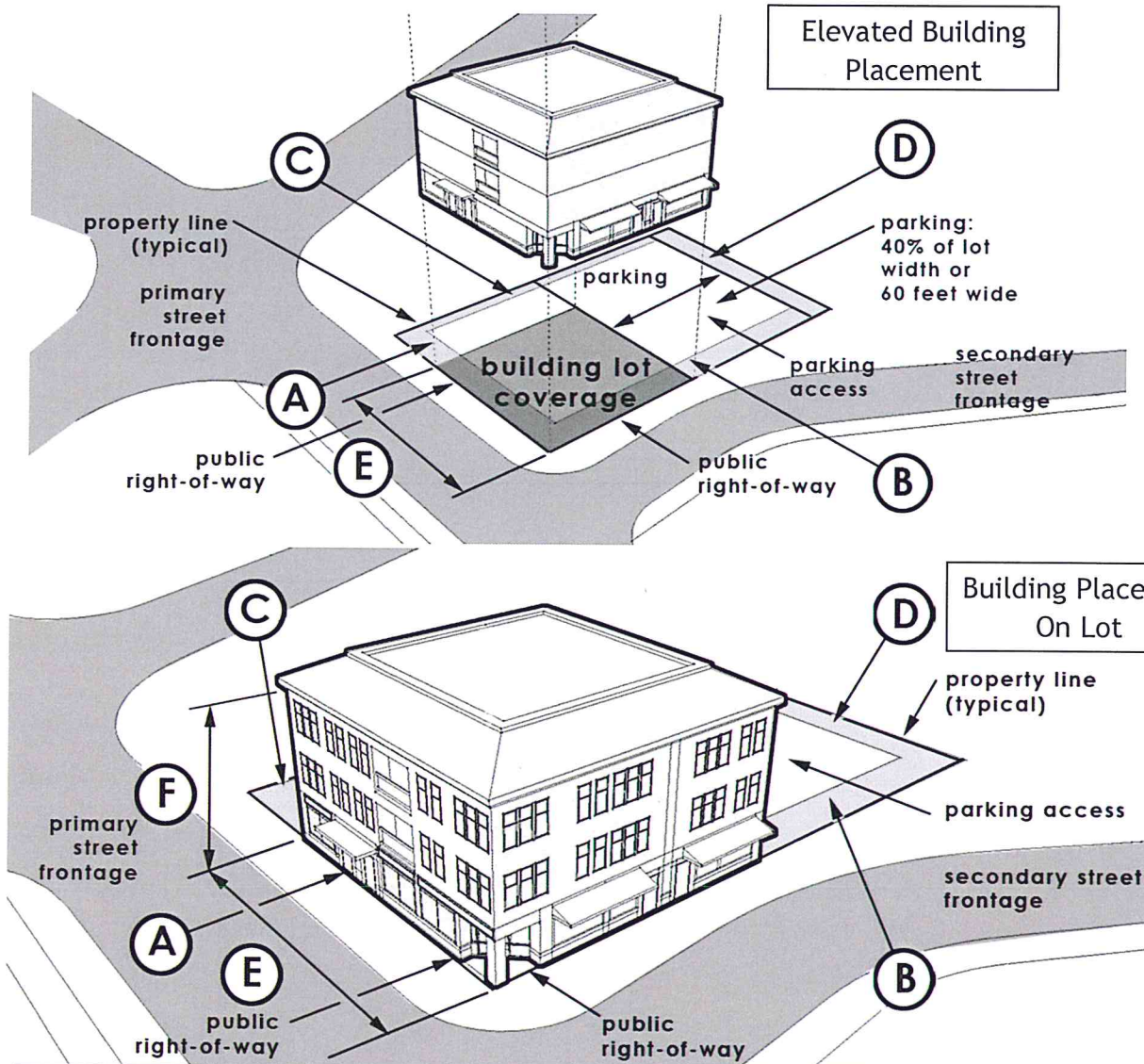
Key Features

- Vibrant and active interaction between public and private realms
- Larger buildings
- Front facade detailing
- Bay windows
- Balconies
- Street trees
- More urban density



Examples of Downtown Traditional Center – T- 5.1

Sec. 60-550.1 BUILDING PLACEMENT & CONFIGURATION T-5.1

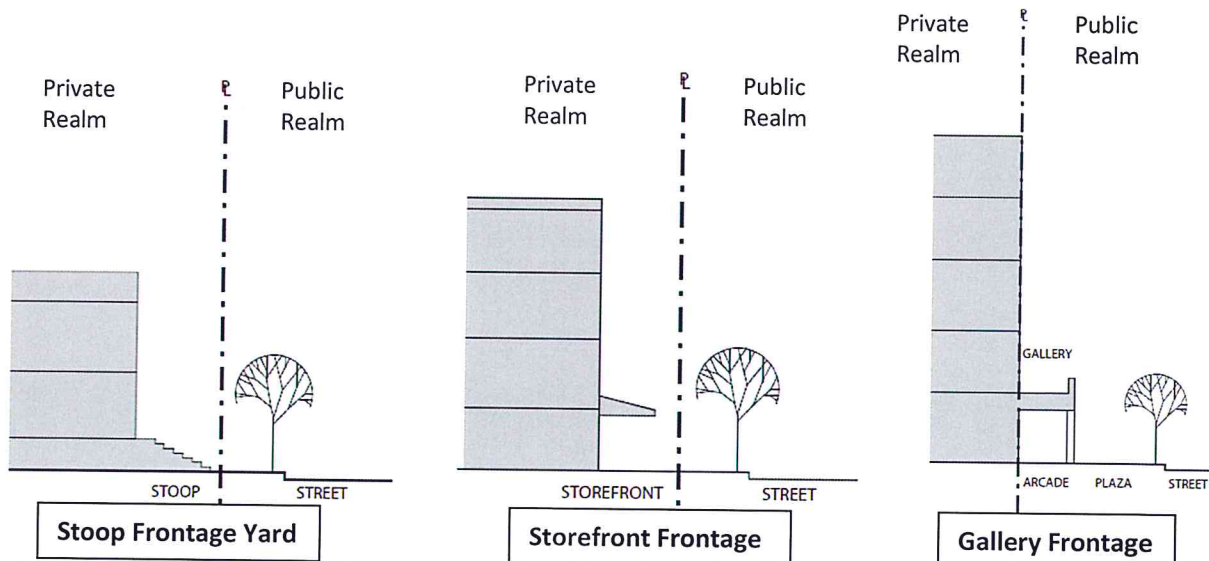


PRINCIPAL BUILDING PLACEMENT:

Front Setback, Principal:	0 ft Min, 10 ft Max	(A)
(Corner Lot) Front Setback, Secondary:	0 ft Min, 10 ft Max	(B)
Side Setback:	0*-5 ft Min	(C)
	*Subject to Building Permit Approval	
Rear Setback:	10 ft Min	(D)
Building Lot Coverage:	75% Max	
Useable Open Space:	5% Min	
Frontage Build-Out:	75% Min (along Front Setback, Primary)	
Lot Width:	24 ft Min, 160 ft Max	

PRINCIPAL BUILDING CONFIGURATION:

Building Width:	14 ft Min, 150 ft Max	(E)
Building Height Minimum:	2 Story Min	(F)
Building Height Maximum:	4 Story Max	(F)
	(excluding attic story)	



BUILDING FRONTAGE TYPES:	Stoop, Storefront and Gallery
BUILDING ENTRIES:	Primary entry door is encouraged along ground story facade facing a primary street.
BUILDING ENVELOPE ARTICULATION:	
Ground Story Building Frontage Facade:	Windows and doors shall comprise a minimum of 25% and maximum 60% coverage of the total ground story facade frontage.
Upper Story Building Frontage Facade:	Windows and doors shall comprise a minimum of 20% and maximum 40% coverage of the total upper story facade frontage.
Ground Story Finished Floor Elevation:	<u>Residential</u> - The ground story elevation must be a minimum of 2 feet minimum to 6 feet maximum above the front yard elevation (average grade). <u>Commercial</u> - The ground story elevation must be at a minimum of sidewalk grade to maximum of 2 feet.
Front Facade Wall:	Blank lengths of wall exceeding 10 linear feet are prohibited.

Front Yard Fence: (Residential)	<u>Residential</u> - A front yard fence a minimum of 2 feet and a maximum of 4 feet in height is encouraged to maintain spatial edge of street. No chain link, vinyl, split rail, or barbed wire is allowed.
Street Wall/Wall Opening:	A vehicle entry way, as part of a street wall, shall be a maximum width of 20 feet (residential) and 24 feet (commercial); a pedestrian entry way shall be a maximum width of 6 feet.
Building Projections:	No part of any building, except overhanging eaves, awnings, balconies, bay windows, stoops and other architectural features shall encroach beyond the minimum front setback line.
Stoop Encroachments:	Stoops may encroach upon the front setback line by the following distances but not encroach in the street right of way.
Garages:	Detached garages shall be located a minimum of 20 feet from any street right of way.
Driveways:	Driveways are encouraged to be on the secondary street frontage. Driveways shall be paved and a minimum of 8 feet wide and a maximum of 20 feet wide.
Parking:	<u>Residential</u> -Vehicle parking areas shall be located only on driveways or designated parking areas and shall not extend into the street right of way or sidewalk. <u>Commercial</u> - Parking shall be located to rear of the property to the greatest extent possible. Parking on a side yard is limited to no more than 60 feet wide or 40% of the lot width. Screening and/or street wall is required for parking areas along a street.
Accessory Structures:	Accessory structures shall be located a minimum of 20 feet from any street right of way and 5 feet from either side or rear property line.
Landscaping:	Landscaping is encouraged but shall not extend into any street sidewalk or travel way. Street trees are encouraged.
Foundation Planting:	Foundation plantings are encouraged but should be pruned and maintained with enough clearance from the building facade to encourage air circulation.

Sec. 60-554 FORM BASED CODE USE and PARKING MATRIX

* * * (2)

USE (1)	T-4.1	T-4.2	T 5.1	T-5.2	T-6	PARKING REQUIREMENTS (2)
Residential Type Use						
Single Family	P	P	P			1 sp/DU
Duplex	P	P	P	P	P	1 sp/DU
Townhouse	P	P	P	P	P	1 sp/DU
Multi-Family	P	P	P	P	P	1 sp/DU plus 1 guest space/4 DU
Bed & Breakfast < 4 Rooms	S	P	P	P	P	1 sp/employee plus 1 sp/guest
Bed & Breakfast > 4 Rooms	S	S	P	P	P	1 sp/employee plus 1 sp/guest
Hotel	X	X	S	S	P	1/2 sp /employee plus 1 sp /room
Elderly/Child Care Facility	S	S	S	S	P	1/2 sp /employee plus 1 sp/ 8 users
Home Occupation	P	P	P	P	P	Based on Use Type (Sec. 60-673-10)
Community Based Residential Facilities	P	P	P	P	P	1 sp/employee plus 1 sp/client
Boarding House/Lodginghouse	P	P	P	S	X	1 sp/guestroom plus 1 sp/employee
Office/Service Type Use						
Professional Offices	S	S	P	P	P	1 sp/400 sf
Medical and Dental Clinics	S	S	P	P	P	1 sp./400 sf
Personal Services	S	P	P	P	P	1 sp./400 sf
Retail Type Use						
General Retail	S	S	P	P	P	1 sp/400 sf
Age Restricted Retail (3)	S	S	S	S	S	1 sp/400 sf
Specialty Shops	S	P	P	P	P	1 sp/400 sf
Restaurant up to 30 seats w/16 outdoor	X	S	P	P	P	1 sp/4 seats
Restaurant over 30 seats w/16 outdoor	X	S	S	P	P	1 sp/4 seats
Halls, Private Clubs, Indoor Amusement	S	S	S	P	P	1 sp/400 sf
Artist Studios, Performing Art Center	S	S	P	P	P	1 sp/400 sf
Civic						
Church or Places of Worship	S	S	P	P	P	1 sp/5 seats
Government Offices	X	X	P	P	P	1 sp/400 sf
Art Galleries	S	P	P	P	P	1 sp/400 sf
Transportation Facilities	X	X	S	S	S	1 sp/400 sf

Notes:

- (1) Uses not listed are considered prohibited unless deemed similar by the Director of Planning or by the Planning Board through a special exception approval.
- (2) Parking requirements in T-5.1, T- 5.2 and T-6 may be provided by the municipality or private parking resources within 1,000 feet of the principal building, subject to Planning Board approval.
- (3) Where more than 50% of floor space is devoted to Age Restricted Goods

S = Special Exception
sp = parking space

P = Permitted
sf = square foot of gross floor space

X-Prohibited
DU = Dwelling Unit

DIVISION 12. - GENERAL BUSINESS DISTRICT

Sec. 60-498. - Purpose.

This district is intended to include commercial uses serving both the city and the region, together with normal accessory uses compatible with a cohesive and attractive shopping and office area.

(Ord. of 9-21-2009, § 3.62A)

Sec. 60-499. - Use regulation.

(a) *Permitted uses.* The following uses are permitted:

- (1) Residential dwelling uses permitted in the Multifamily Suburban District (MFS) (division 9 of article IV of this chapter).
- (2) Grocery stores and supermarkets.
- (3) Clothing stores.
- (4) Furniture stores.
- (5) Department stores.
- (6) Specialty shops.
- (7) Hotels and motels.
- (8) Funeral homes and mortuaries.
- (9) Child day care centers.
- (10) Medical and dental clinics.
- (11) Wholesale bakeries.
- (12) Retail laundries and dry cleaners, but not plants.
- (13) Banks, business and professional offices.
- (14) Public transportation passenger offices.
- (15) Governmental offices.
- (16) Municipal, civic or public service buildings and other utility facilities.
- (17) Warehouses, wholesale offices, salesrooms and showrooms.
- (18) Restaurants, bars, dining rooms or lunchrooms, but not to include drive-in and carry-out restaurants.
- (19) Halls, private clubs and lodges, bowling alleys, ice and roller skating rinks, indoor theaters and similar places of indoor amusement or recreation.
- (20) Animal hospitals and pet shops, but no kennels.
- (21) Business equipment repair and business services.
- (22) Radio and television studios.
- (23) Printing shops, but not publishing plants.
- (24) Retail, service, office and commercial uses similar to the foregoing.
- (25) Carwashes.
- (26) Accessory uses, building and structures.
- (27) Shelters for abused persons.
- (28) Greenhouses and lawn maintenance services.
- (29) Temporary outdoor places of amusement.
- (30) Churches and temples.

(b) *Special exception uses.* The following uses are permitted as special exceptions after approval by the planning board in accordance with division 3 of article XVI of this chapter:

- (1) Automobile filling stations.
- (2) Automobile repair and service stations.
- (3) Automobile and marine sales lots and sales and service agencies.

- (4) Automobile and marine paint and body repair shops.
- (5) Hospitals, care homes, boardinghouses and lodginghouses.
- (6) Research or philanthropic institutions.
- (7) Outdoor theaters.
- (8) Drive-in or carry-out restaurants.
- (9) Commercial parks.
- (10) Sales, rental and service agencies for mobile homes, farm equipment, trucks and trailers, and machine equipment.
- (11) Light industrial plants which will not create a nuisance by noise, vibration, smoke, odor or appearance.
- (12) Off-street parking as a commercial or municipal use provided that such parking is limited to occupants of buildings located within 500 feet of such parking area whether or not within the same district. The planning board may impose conditions regarding fencing and screening, drainage, ingress and egress, signs and lighting, and total capacity of the parking area as it deems necessary to protect the character of the neighborhood.
- (13) Trucking terminals and similar nonprocessing storage and distribution uses, except bulk storage of chemicals, petroleum products and other flammable, explosive or noxious materials.
- (14) Convenience stores.
- (15) Research, experimental and testing laboratories.
- (16) Landscape services.
- (17) Any new building of 5,000 square feet or more or any existing building which proposes a use permitted under subsection (a) of this section which will occupy an area of 5,000 square feet or more.
- (18) Automotive towing and storage.
- (19) Major retail development provided that it meets the conditions noted in section 60-45(g).
- (20) Outpatient addiction treatment clinics.
- (21) Adaptive reuse of structures of community significance.

(Ord. of 9-21-2009, § 3.62B; Ord. No. 11-11072016, 11-21-2016; Ord. No. 05-04032017, § 2, 4-24-2017)

Sec. 60-500. - Dimensional regulations.

All structures in this district, except as noted, shall be subject to the following dimensional regulations:

- (1) *Minimum lot width and depth.* No building used for commercial or office uses shall be constructed on a lot having less than 10,000 square feet minimum lot area and measuring 100 feet in width. No lot shall be less than 100 feet in depth. Buildings used for residential uses shall have the same minimum lot area, width and depth as provided for buildings in the Multifamily Suburban District (MFS), section 60-307(1).
- (2) *Density.* Not more than 30 percent of the total lot area shall be covered by buildings used for commercial or office uses. The density of residential uses shall be the same as that required for buildings in the Multifamily Suburban District (MFS), section 60-30(2).
- (3) *Yard requirements.*
 - a. *Rear.* There shall be behind every building a rear yard having a minimum depth of 35 feet or 35 percent of the average depth of the lot, whichever is less.
 - b. *Side.* There shall be a distance of five feet between any side property line, plus the side yard setback shall be increased one foot for every two feet or part thereof increase in street frontage over 60 feet to a maximum of 25 feet for side yard setback.
 - c. *Front.* There shall be in front of every building a front yard having a minimum depth of 25 feet or 25 percent of the average depth of the lot, whichever is less. No front yard need to be any deeper than the average depth off front yards on the lots next thereto on either side. A vacant lot or a lot occupied by a building with a front yard more than 25 feet shall be considered as having a front yard of 25 feet.
 - d. *Principal buildings.* More than one principal building may be erected on a lot, provided that the building meet all yard setback requirements and are separated by a distance equivalent to the height of the higher building or 30 feet, whichever is greater.
 - e. *Railroad tracks.* Where the principal use requires access to a railroad, the yard requirements are disregarded for the

side of the building adjacent to the railroad trackage. The engineering requisites for a safe and properly designed siding and building setback acceptable to the railroad shall take precedence.

- f. *Open and unbuilt spaces.* Any yard, space or area required to be kept open and unbuilt on may be used, if otherwise lawful for outdoor storage and display of articles, supplies and materials. Such outdoor storage and display shall occupy no more than 20 percent of the lot with display areas not to exceed one-quarter of the total allowable area. Storage and display areas shall be clearly identified on the land in a fixed location. Storage areas shall be screened from the view of an abutting residential district or use and from the street by an evergreen tree line planted in staggered rows having the base of the trees not more than ten feet apart or by a solid fence not less than six feet in height.
- (4) *Height.* No permitted structure shall exceed four stories or 45 feet in height. Religious buildings, municipal buildings or buildings listed by the state historic preservations commis- sion may have a steeple, cupola or tower to a maximum height of 90 feet, if said structure is limited to 15 percent of the footprint of the principal building. In the airport approach zone, Federal Aviation Administration regulations shall apply. Accessory structures, including windmills, that are necessary for the operation of an allowed principal use may exceed the above maximum height requirements, provided that the front yard, rear yard and each of the side yards shall be increased by one foot for each foot in height in excess of the yard required pursuant to this section. In the airport approach zone, Federal Aviation Administration regulations shall apply.
- (5) *Off-street parking.* Off-street parking and loading spaces shall be provided in accordance with the requirements for specific uses as set forth in articles V through XI of this chapter.

(Ord. of 9-21-2009, § 3.62C; Ord. of 3-22-2010)

Secs. 60-501—60-523. - Reserved.

CREDIT ENHANCEMENT AGREEMENT

between

THE CITY OF AUBURN, MAINE

and

_____, LP

DATE: _____, 2017

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EXHIBITS

Exhibit 1 Copy of Exhibit A from Development Program – District Map

DRAFT

THIS CREDIT ENHANCEMENT AGREEMENT dated as of _____, 2017, between the City of Auburn, a municipal corporation located in Auburn, County of Androscoggin and State of Maine, with offices at 60 Court Street, Auburn, Maine 04210 (hereinafter "the City"), and _____, LP a Maine limited partnership, (hereinafter the "Developer") with principal place of business of 482 Congress Street, Suite 203, Portland, Maine 04101

WITNESSETH THAT

WHEREAS, on November 20, 2017, and pursuant to the Act, the City Council of the City at a meeting duly called and held, adopted an order that designated a tax increment financing ("TIF") district: the Hampshire Street Apartments Municipal Development and Tax Increment Financing District (1.01 acres); and

WHEREAS, on November 20, 2017, the City of Auburn adopted a development program: the Hampshire Street Apartments Municipal Development and Tax Increment Financing District Development Program (the "Development Program"); and

WHEREAS, the Maine State Housing Authority reviewed and approved the District and the Development Program pursuant to an approval letter dated _____; and

WHEREAS, within the Development Program, and as contemplated thereby, the City proposed to execute a credit enhancement agreement with the Developer; and

WHEREAS, the City and the Developer desire and intend that this Credit Enhancement Agreement be and constitute the Developer credit enhancement agreement contemplated by and described in the Development Program; and

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.1. Definitions.

The terms defined in this Article I shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise:

"Act" means chapter 206 of Title 30-A of the Maine Revised Statutes and regulations adopted thereunder, as amended from time to time.

"Agreement" shall mean this Credit Enhancement Agreement between the City and the Developer dated as of the date set forth above, as such may be amended from time to time.

"Captured Assessed Value" means the amount, stated as a percentage, of the Increased Assessed Value of the Hampshire Street Property that is retained in the District in each Tax Year during the term of the District, as specified in Section 2.2 hereof.

“Commissioner” means the Commissioner of the Maine Department of Economic and Community Development.

“Current Assessed Value” means the then-current assessed value of the Hampshire Street Property located in the District as determined by the City Tax Assessor as of April 1 of each Tax Year during the term of this Agreement.

“Development Program Fund” means the development program fund described in the Financial Plan of the Development Program into which the Tax Increment Revenues are to be deposited, established and maintained pursuant to the Development Programs and Article II hereof.

“District” means the Hampshire Street Apartments Affordable Housing Municipal Development and Tax Increment Financing District (.75 acres), designated by the City on November 20, 2017, a map of which is attached as Exhibit A to the Development Program.

“Effective Date of the Development Program” means the date of final approval of the Development Program by the Director of the Maine State Housing Authority pursuant to the Act.

“Financial Plan” means the financial plan described in the “Financial Plan” Section of the Development Program.

“Fiscal Year” means July 1 to June 30 each year or such other fiscal year as the City may from time to time establish.

“Hampshire Street Apartments Affordable Housing Municipal Development and Tax Increment Financing District” means the .75-acre tax increment financing district as more fully defined by the Development Program.

“Hampshire Street Property” means real property owned by the Developer within the District.

“Increased Assessed Value” means, for each Fiscal Year during the term of this Agreement, the amount by which the Current Assessed Value for such year exceeds the Original Assessed Value. If the Current Assessed Value is less than or equal to the Original Assessed Value in any given Tax Year, there is no Increased Assessed Value in that year.

“Original Assessed Value” means zero dollars (\$0), the assessed value of the District as of March 31, 2017 (April 1, 2016).

“Project” means the mixed use and mixed income housing project as described in the Development Program.

“Property Taxes” means any and all *ad valorem* property taxes levied, charged or assessed against real property located in the District by the City, or on its behalf.

“State” means the State of Maine.

“Tax Increment Revenues” means that portion of all real property taxes assessed and paid to the City in any Tax Year, in excess of any state, or special district tax, upon the Captured Assessed Value.

“Tax Payment Date” means the later of the date(s) on which property taxes levied by the City are due and payable from owners of property located within the City, or are actually paid to the City with respect to taxable property located within the District.

“Tax Year” shall have the meaning given such term in 30-A M.R.S.A. § 5246, as amended, to wit: April 1 to March 31.

Section 1.2. Interpretation and Construction.

In this Agreement, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this Agreement, refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before, the date of delivery of this Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(e) All approvals, consents and acceptances required to be given or made by any signatory hereto shall not be withheld unreasonably.

(f) All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time.

(g) If any clause, provision or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or Section shall not affect any of the remaining provisions hereof.

ARTICLE II DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS

Section 2.1. Creation of Development Program Fund.

The City hereby confirms the creation and establishment of a segregated fund in the name of the City designated as the “Development Program Fund” pursuant to, and in accordance with the terms and conditions of, the Development Program and 30-A M.R.S.A. § 5250-A. The Development Program Fund shall be used to fund payments to HAMPSHIRE STREET. The Development Program Fund is pledged to and charged with the payment of costs in the manner and priority provided in 30-A M.R.S.A. § 5250-A and as set forth in Section 3.1(b) below. The Development program Fund is established consisting of a project cost account (“Project Cost Account”) pledged to and charged with payment of project costs outlined in the Development Program. The Project Cost Account shall consist of a City cost Subaccounts (the “City Project Cost Subaccount”) pledged to and charged with payment of costs of the City’s project costs, and a Developer cost subaccounts (the “Developer Project Cost Subaccounts”) pledged to and charged with payment of the costs of reimbursement consistent with this Agreement.

Section 2.2. Captured Assessed Value; Deposits into Development Program Fund.

(a) Beginning with Tax Year April 1, 2017 and ending with Tax Year April 1, 2047 (hereinafter “CEA Years”), the City shall retain in the District fifty percent (50%) of the Increased Assessed Value as Captured Assessed Value for purposes of making deposits and payment obligations to the Developer hereunder. An additional percentage of Increased Assessed Value is expected to be retained as Captured Assessed Value for purposes of funding approved City project costs pursuant to the Development Program.

(b) For each of the CEA Years, the City shall deposit into the Development Program Fund contemporaneously with each payment of Property Taxes during the term of this Agreement an amount equal to one hundred percent (100%) of that portion of the property tax payment constituting Tax Increment Revenues. The City shall deposit the Tax Increment Revenues relating to fifty percent (50%) of the Increased Assessed Value into the Developer Project Cost Subaccount of the Project Cost Account.

Section 2.3. Use of Monies in Development Program Fund.

All monies in the Development Program Fund that are allocable to and/or deposited in the Development Program Fund shall in all cases be used and applied to fund fully the City's payment obligations to the Developer, as described in Articles II and III hereof, but in all cases the Developer must use such monies for approved project costs under the Act.

Section 2.4. Monies Held in Segregated Account.

All monies required to be deposited with or paid into the Development Program Fund under the provisions hereof and the provisions of the Development Program shall be held by the City for the uses specified in the Development Program. Interest earnings thereon shall be retained by the City for the City’s own use.

ARTICLE III PAYMENT OBLIGATIONS

Section 3.1. Company Payments.

(a) The City agrees to pay the Developer up to all amounts then on deposit in the Developer Project Cost Subaccount of the Development Program Fund, on or before thirty (30) days following the Tax Payment Date.

(b) Notwithstanding anything to the contrary contained herein, if, with respect to any Tax Payment Date, any portion of the property taxes assessed against real property located in the District remain unpaid, because of a valuation dispute or otherwise, the City shall be under no obligation to pay the Developer share of the Tax Increment Revenues to the Developer. In such a circumstance, the property taxes actually paid with respect to such Tax Payment Date shall be applied to taxes due on account of Original Assessed Value.

Section 3.2. Failure to Make Payment.

(a) In the event the City should fail to, or be unable to, make any of the payments at the time and in the amount required under the foregoing provisions of this Article III including in the event that the amount deposited into Development Program Fund is insufficient to reimburse the Developer for the full amount due to the Developer under this Agreement, the amount or installment so unpaid shall continue as a limited obligation of the City, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid.

Section 3.3. Reserved.

Section 3.4. Limited Obligation.

The City's obligations of payment hereunder shall be limited obligations of the City payable solely from Tax Increment Revenues pledged therefor under this Agreement. The City's obligations hereunder shall not constitute a general debt or a general obligation or charge against or pledge of the faith and credit or taxing power of the City, the State of Maine, or of any municipality or political subdivision thereof, but shall be payable solely from that portion of Tax Increment Revenues payable to the Developer hereunder, whether or not actually deposited into Developer Project Cost Subaccount in the Development Program Fund. This Agreement shall not directly, indirectly or contingently obligate the City, the State of Maine, or any other City or political subdivision to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment, excepting the pledge of the Tax Increment Revenues established under this Agreement.

ARTICLE IV FURTHER INSTRUMENTS AND BOOKS AND RECORDS

Section 4.1. Further Instruments.

The City shall, upon the reasonable request of the Developer, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement; provided, however, that no such instruments or actions shall pledge the credit of the City; and provided further that the cost of executing and delivering such further instruments (including the reasonable and related costs of counsel to the City with respect thereto) shall be borne exclusively by the Developer.

Section 4.2. Access to Books and Records.

(a) All non-confidential books, records and documents in the possession of the City relating to the District, the Development Program, this Agreement and the monies, revenues and receipts on deposit or required to be deposited into Development Program Fund shall at all reasonable times and upon reasonable notice be open to inspection by the Developer, its agents and employees.

(b) All non-confidential books, records, lease agreements and documents in the possession of the Developer relating to the District, the Development Program, this Agreement and the monies, revenues and receipts used from the Development Program Fund shall at all reasonable times and upon reasonable notice be open to inspection by City, its agents and employees.

ARTICLE V DEFAULTS AND REMEDIES

Section 5.1. Events of Default.

Each of the following events shall constitute and be referred to in this Agreement as an “Event of Default”:

(a) Any failure by the City to pay any amounts due to the Developer when the same shall become due and payable;

(b) Any failure by the City to make deposits into Development Program Fund as and when due;

(c) Any failure by the City or the Developer to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the City or the Developer to be observed or performed, which failure is not cured within thirty (30) days following written notice thereof;

(d) If a decree or order of a court or agency or supervisory authority having jurisdiction in the premises of the appointment of a conservator or receiver or liquidator of, any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings, or for the winding up or liquidation of the Developer's affairs shall have been entered against the Developer or the Developer shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the Developer or of or relating to all or substantially all of its property, including without limitation the filing of a voluntary petition in bankruptcy by the Developer or the failure by the Developer to have an involuntary petition in bankruptcy dismissed within a period of ninety (90) consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the Developer;

(e) If any secured lender of the Developer accelerates the indebtedness owed to it;

(f) If any written representation or warranty given to the City by the Developer is knowingly incorrect or incomplete in any material respect, other than statements made about or in agreements with the City that were later changed by mutual consent; and

(g) If the Developer fails to maintain adequate surety bonding during construction at the levels and terms as may be required from time to time by the the Developer's secured lenders and/or the Developer allows mechanics' liens to encumber the Project for a period of more than sixty (60) days.

Section 5.2. Remedies on Default.

Subject to the provisions contained in Section 8.13, whenever any Event of Default described in Section 5.1 hereof shall have occurred and be continuing, the nondefaulting party, following the expiration of any applicable cure period, shall have all rights and remedies available to it at law or in equity, including the rights and remedies available to a secured party under the laws of the State of Maine, and may take whatever action as may be necessary or desirable to collect the amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements or covenants of the nondefaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder. Further, the non-defaulting party may elect to terminate this Agreement upon 30 days' written notice to the defaulting party.

Section 5.3. Remedies Cumulative.

Subject to the provisions of Section 8.13 below concerning dispute resolution, no remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon any Events of Default to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of an Event of Default shall not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the right to insist upon and to enforce, from time to time and as often as may be deemed expedient,

by injunction or other appropriate legal or equitable remedy, strict compliance by the parties hereto with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Events of Default be continued or repeated.

ARTICLE VI

EFFECTIVE DATE, TERM AND TERMINATION

Section 6.1. Effective Date and Term.

Notwithstanding any other provision of this Agreement, this Agreement is conditioned upon receipt of the Maine State Housing Authority Director's unconditional approval of the City's designation of the District and adoption of the Development Program. Following execution and delivery of this Agreement, the Agreement shall not be or become binding and enforceable until receipt of such unconditional approval. Upon receipt of such approval, this Agreement shall remain in full force from the Effective Date of the Development Program and shall expire June 30, 2048 or sooner upon the payment of all amounts due to the Developer hereunder and the performance of all obligations on the part of the City hereunder, unless even sooner terminated pursuant to Section 3.4 or any other applicable provision of this Agreement.

The City may terminate this Agreement by delivering written notice of such termination to the Developer in the event that the Developer does not receive a certificate of occupancy for the project by **June 30, 2020**.

Section 6.2. Cancellation and Expiration of Term.

At the acceleration, termination or other expiration of this Agreement in accordance with the provisions of this Agreement, the City and the Developer shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of this Agreement.

ARTICLE VII

ASSIGNMENT AND PLEDGE OF SZANTON MONK'S INTEREST

Section 7.1. Pledge and/or Assignment.

The City hereby acknowledges that Szanton Monk may pledge, assign and grant a security interest in its right, title and interest in, to and under this Agreement as collateral for financing by a bank or financial institution to the Developer for the Project, although no obligation is hereby imposed on the Developer to make such assignment or pledge. Recognizing this possibility, the City does hereby consent and agree to the pledge and assignment of and the grant of a security interest in all the Developer's right, title and interest in, to and under this Agreement and in, and to the payments to be made to the Developer's hereunder, to third parties as collateral or security for indebtedness or otherwise, on one or more occasions during the term hereof. The City agrees upon request to execute and deliver any assignments, pledge agreements, consents or other confirmations required by the prospective pledgee or assignee or secured party, including without limitation recognition of the pledgee or assignee or secured

party as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder and any and all such other documentation as shall confirm to such pledgee or assignee or secured party the position of such assignee or pledgee or secured party and the irrevocable and binding nature of this Agreement, and provide to the pledgee or assignee such rights and/or remedies as the parties may reasonably deem necessary for establishing, perfection and protection of its interest herein. The Developer shall be responsible for the City's necessary and reasonable costs of counsel with respect to any such pledge or assignment.

Section 7.2. Transfer

Except as specified in Section 7.1 hereof, the Developer shall not transfer or assign any portion of its rights in, to and under this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

**ARTICLE VIII
MISCELLANEOUS**

Section 8.1. Successors.

In the event of the dissolution, merger or consolidation of the City or the Developer, the covenants, stipulations, promises and agreements set forth herein, by or on behalf of or for the benefit of such party shall bind or inure to the benefit of the successors and assigns thereof from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred. Notwithstanding this Subsection 8.1, unless the City affirmatively approves of such action, the City shall have the unilateral right to terminate this Agreement upon the dissolution, merger or consolidation of the Developer, and if it exercises such right shall not be obligated to comply with this Agreement thereafter.

Section 8.2. Parties-in-Interest.

Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the City and the Developer any right, remedy or claim under or by reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the City and the Developer.

Section 8.3. Severability.

In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 8.4. No Personal Liability of Officials of the City.

(a) No covenant, stipulation, obligation or agreement of the City contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the City in his or her individual capacity, and neither the City Council nor any official, officer, employee or agent of the City shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

(b) No covenant, stipulation, obligation or agreement the Developer contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future officer, agent, servant or employee of the Developer in his or her individual capacity, and no official, officer, employee or agent of the Developer shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 8.5. Counterparts.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

Section 8.6. Governing Law.

The laws of the State of Maine shall govern the construction and enforcement of this Agreement.

Section 8.7. Amendments.

This Agreement may be amended only with the concurring written consent of both of the parties hereto.

Section 8.8. Integration.

This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the City and the Developer relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

Section 8.9. Dispute Resolution.

In the event of a dispute regarding this Agreement or the transactions contemplated by it, the parties hereto will use all reasonable efforts to resolve the dispute on an amicable basis. If the dispute is not resolved on that basis within sixty (60) days after one party first brings the dispute to the attention of the other party, then either party may refer the dispute for resolution by one arbitrator mutually agreed to by the parties, and judgment on the award rendered by the arbitrator may be entered in any Maine state court having jurisdiction. Any such arbitration will take place in Auburn, Maine or such other location as mutually agreed by the parties. The parties acknowledge that arbitration shall be the sole mechanism for dispute resolution under this Agreement. Provided however, that in the event the parties are unable to agree, within a reasonable period, on the selection of an arbitrator, either party may file suit to resolve the

dispute in any court having jurisdiction within the State of Maine. This arbitration clause shall not bar the City's assessment or collection of property taxes in accordance with law, including by judicial proceedings, including tax lien thereof.

Section 8.10. Reserved.

Section 8.11. Notices.

All notices, certificates, requests, requisitions or other communications by the City or the Developer pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, addressed as follows:

If to the City:

City Manager
City of Auburn
60 Court Street
Auburn, Maine 04210

With a copy to:

Shana Cook Mueller, Esq.
Bernstein Shur
100 Middle Street
P.O. Box 9729
Portland, Maine 04104-5029

If to the Developer:

With a copy to:

Either of the parties may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by the duly authorized officers, all as of the date first above written.

WITNESS:

CITY OF AUBURN

By: _____

Name: Peter Crichton

Its City Manager Duly Authorized by the City
Council on November 20, 2017

WITNESS:

_____ LP

BY: _____, its General Partner

By: _____

Name: Richard S. Whiting

Its :Secretary

Exhibit 1: Map of District

DRAFT

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam Lee, Ward Four



Leroy Walker, Ward Five
Grady R. Burns, At Large
David C. Young, At Large

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL
November 20, 2017

Order 108-11202017

WHEREAS, The City of Auburn (the "City") designated its Downtown Municipal Development and Tax Increment Financing District #10 ("the Downtown District") and adopted the Development Program for such district initially in 2002; and

WHEREAS, the City adopted the First Amendment to the development program in 2014 in order to add acreage, add some public projects and allow the ability for the City to enter into credit enhancement agreements; and

WHEREAS, the City adopted the Second Amendment to the Downtown District Development Program in 2016 in order to remove an area to be developed as a separate tax increment financing district,

WHEREAS, the City has received a request for a credit enhancement agreement from the developer of an affordable housing project relating to a property located in the area of a parcel known on City tax maps as Map 240, Lot 212 but the project has not yet commenced; and

WHEREAS, there is a need for economic development and for the development of affordable, livable housing in the City of Auburn, in the surrounding region, and in the State of Maine; and

WHEREAS, there is a need to improve and broaden the tax base in the City of Auburn; and to improve the general economy of the City of Auburn and the region by attracting business development in the Downtown District; and

WHEREAS, implementation of the amended development program for the Downtown District and the development program for the Hampshire Street Apartments Affordable Housing Municipal Development and Tax Increment Financing District (the "Hampshire Street District") will help improve and broaden the tax base in the City of Auburn and improve the economy in the City of Auburn and the region by attracting business development and creating affordable housing in the area of these districts; and

WHEREAS, pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, the City desires to amend the Downtown District and approve the ***Third Amendment to the Downtown Municipal Development and Tax Increment Financing District Development Program #10*** (the "Third Amendment") in order to remove the area planned for the Hampshire Street Apartments project from the Downtown District; and

WHEREAS, pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, the City desires to approve the ***Hampshire Street Apartments Affordable Housing Municipal Development and Tax Increment Financing District*** (the "Hampshire Street District") and development program for such district in order to promote the planned affordable housing project; and

WHEREAS, it is expected that approval will be obtained from the State of Maine Department of Economic and Community Development approving this ***Third Amendment to the Downtown Municipal Development and Tax Increment Financing District*** and amended development program for such district; and

WHEREAS, it is expected that approval will be obtained from the Maine State Housing Authority approving the designation of the ***Hampshire Street Apartments Affordable Housing Municipal Development and Tax Increment Financing District*** and approving its development program; and

NOW THEREFORE, BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF AUBURN, MAINE:

Section 1 The City of Auburn hereby approves the Third Amendment to the Downtown District and the amended development program for such district. The Third Amendment shall be pursuant to the following findings, terms, and provisions:

Section 2 The City Council hereby finds and determines that:

- a. This amendment to the Downtown District development program will not result in the Downtown District falling out of compliance with any of the conditions of 30-A M.R.S.A. Section 5223(3); and
- b. The pursuit of the Downtown District development program will make a contribution to the economic growth and wellbeing of the City of Auburn and the surrounding region, and will contribute to the betterment of the health, welfare, and safety of the inhabitants of the City of Auburn, including a broadened and improved tax base and economic stimulus, and therefore constitutes a good and valid public purpose. The City has considered all evidence, if any, presented to it with regard to any adverse economic effects on or detriment to any existing business, if any, is outweighed by the contribution expected to be made through the amendment to the Downtown District and Downtown District development program.

Section 3 Pursuant to the provisions of 30-A M.R.S.A. § 5227, the percentage of increased assessed value to be retained as captured assessed value in accordance with the Downtown District development program is hereby set forth in the Downtown District development program.

Section 4 The City Manager, or his duly appointed representative, is hereby authorized, empowered, and directed to submit the proposed Amendment to the Downtown District and the Downtown District development program to the State of Maine Department for Economic and Community Development for review and approval pursuant to the requirements of 30-A M.R.S.A. § 5226.

Section 5 The foregoing adoption of the amendment to the Downtown District and the Downtown District development program shall automatically become final and shall take full force and effect upon receipt by the City of approval by the State of Maine Department of Economic and Community Development, without requirement of further action by the City, the City Council, or any other party.

Section 6 The City Manager, or his duly appointed representative, is hereby authorized and empowered, at his discretion, from time to time, to make such revisions to the Downtown District and to the Downtown District development program as the City Manager deems reasonably necessary or convenient in order to facilitate the process for review and approval of the Downtown District by the State of Maine Department of Economic and Community Development, or for any other reason, so long as such revisions are not inconsistent with these resolutions or the basic structure and intent of the Downtown District development program.

Section 7 Pursuant to Chapter 206, Subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended, the City hereby approves the Hampshire Street District and the development program for such district. The approval shall be pursuant to the following findings, terms, and provisions:

Section 8 The City Council hereby finds and determines:

- a. The designation of the Hampshire Street District and adoption of a development program therefore will comply with each of the conditions of 30-A M.R.S.A. § 5250-A; and

b. The pursuit of the Hampshire Street District development program will make a contribution to the economic growth and wellbeing of the City of Auburn and the surrounding region, and will contribute to the betterment of the health, welfare, and safety of the inhabitants of the City of Auburn, including a broadened and improved tax base and economic stimulus, and therefore constitutes a good and valid public purpose. The City has considered all evidence, if any, presented to it with regard to any adverse economic effects on or detriment to any existing business, if any, is outweighed by the contribution expected to be made through the amendment to the Hampshire Street District and Hampshire Street District development program.

Section 9 The City Manager be, and hereby is, authorized, empowered and directed to submit the proposed Hampshire Street District and the proposed development program for the Hampshire Street District to the Maine State Housing Authority for review and approval pursuant to the requirements of 30-A M.R.S.A. Chapter 206, Subchapter 3; and to enter into credit enhancement agreements as contemplated by the Hampshire Street District development program materials.

Section 10 The City Manager be and hereby is authorized and empowered at his direction from time to time to make such revisions to the Hampshire Street District development program for the Hampshire Street District as he deems reasonably necessary or convenient in order to facilitate the process of review and approval of the Hampshire Street District by the Maine State Housing Authority, or for any other reason, so long as such provisions are not inconsistent with these resolutions or the basic structure and intent of the Hampshire Street District development program. The City Manager is also hereby authorized and directed to submit any reports to the Maine State Housing Authority regarding the Hampshire Street District and development program throughout the term of the District.

Section 11 The foregoing adoption of the Hampshire Street District and the adoption of the development program for the Hampshire Street District shall automatically become final and shall take full force and effect upon receipt by the City of approval by the Maine State Housing Authority without requirements of further action by the City, City Council or any other party.

Dated: November 20, 2017

City Manager



City of Auburn
City Council Information Sheet

Council Meeting Date: 11/20/2017

Order: 109-11202017

Author: Michael Chammings, Director of Economic and Community Development

Subject: TIF 21 (Minot Avenue) Public Hearing and Order

Information:

In the course of reviewing the application before submittal to MaineHousing, it was determined that the City should hold an additional public hearing and vote on this Council Order to verify items about the District prior to submittal of the Tax Increment Financing application and Credit Enhancement Agreement to MaineHousing.

The development program and credit enhancement agreement needs be amended to begin in tax year 2017 to ensure a 30 year timeframe.


City Budgetary Impacts: Minimal

Staff Recommended Action: The staff recommends approving the order.

Previous Meetings and History:

Public Hearing and Council Meeting, June 19, 2017

City Manager Comments:

I concur with the recommendation. Signature: 

Attachments:

Order 109-11202017

Economic Development

Auburn, Maine

An application for an Affordable Housing Development and Tax Increment Financing District

**Amendment to 477 Minot Avenue Affordable Housing Development and Tax Increment Financing
District (#21)**

Presented to the City of Auburn City Council

November 20, 2017

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Attachment 5- District Maps	_____	#
Attachment 6-Certificate of Original Assessed Value of District	_____	#
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MAINE STATE HOUSING AUTHORITY

APPLICATION

Affordable Housing Tax Increment Financing

The Municipal Affordable Housing Development Districts statute, 30-A M.R.S.A. §§5245 – 5250-G, referred to as the "TIF Statute" in this Application, applies to affordable housing tax increment financing in Maine. The TIF Statute provides that before a municipality's designation of an affordable housing development district and its adoption of the associated affordable housing development program for the district become effective, MaineHousing must review the proposed district and development program to ensure compliance with the TIF Statute.

All applications to MaineHousing for review of an affordable housing development district and its associated development program must be on this form and include all eight Attachments noted below.

Sections 1 and 2 below are in fillable PDF format and may be completed on-line. After you have completed Sections 1 and 2, please print the Application and sign where indicated in Section 1.

This Application, with Attachments 1 through 8, may be submitted to MaineHousing in one of two ways:

By e-mail to Anne Paré sent to apare@mainehousing.org, *or*

By mail to: Anne Paré, MaineHousing, 353 Water Street, Augusta, Maine 04330

In this Application "district" means an affordable housing development district and "development program" means an affordable housing development program.

SECTION 1 – APPLICANT INFORMATION

1-1 Name of applicant city or town: Auburn

1-2 Municipal official submitting this Application:

Peter Crichton

Printed name

City Manager

Title

60 Court Street

Mailing address

207-333-6601

Phone number

pcrichton@auburnmaine.gov

E-mail address

The municipal official named above certifies that he/she has the authority to submit this Application to MaineHousing and further certifies that to the best of his/her knowledge, the information contained in this Application and its Attachments is true.

Signature

Date

1-3 Municipal official with authority to submit annual reports to MaineHousing on the status of the district:

Peter Crichton

Printed name

City Manager

Title

60 Court Street

Mailing address

207-333-6601

Phone number

pcrichton@auburnmaine.gov

E-mail address

SECTION 2 – NOTICE AND HEARING

Before designating a district or adopting a development program, the municipal legislative body must

- (a) hold at least one public hearing,
- (b) publish notice of the hearing at least 10 days before the date of the hearing in a newspaper of general circulation in the municipality,
- (c) at the hearing, consider
 - (i) whether the district and development program will contribute to the expansion of affordable housing or the betterment of the health, welfare or safety of the residents,
 - (ii) any claim by a party that the district or development program will be detrimental to that party's property interests for which substantial evidence is produced, and whether any adverse economic effect is outweighed by the availability of affordable housing or the betterment of resident health, welfare or safety.

2-1 Date of public notice: June 9, 2017, November 10, 2017

Attachment 1 – Newspaper Notice

Include as **Attachment 1** a copy of the newspaper page showing the public notice and the newspaper name and date.

2-2 Date of public hearing: Jun 19, 2017, November 20, 2017

Attachment 2 – Public Hearing Record

Include as **Attachment 2** the record of the meeting at which the public hearing was held, certified by the municipal clerk.

Attachment 3 – Additional Documents

Include as **Attachment 3** all documentation submitted to, or prepared by, the municipality relating to items (c)(i) and (c)(ii) above.

SECTION 3 – MUNICIPAL APPROVAL

Conditions of municipal approval of district and development program

The TIF Statute sets out conditions for the designation of a district and adoption of a development program by a city or town. A municipality must designate a district and adopt a development program meeting these conditions.

To assist municipalities in ensuring that districts and development programs comply with the conditions of the TIF Statute, we have set out below a **Checklist in Appendix A** that can be used in designating a district and adopting a development program. The Checklist covers the conditions in the TIF Statute that need to be met in approving the district and development program. While MaineHousing does not require municipalities to fill in or follow the format of the Checklist, in reviewing a district and development program approved by a municipality, we will look for specific information in the Application materials (including the Attachments) the city or town submits to us showing compliance with all the conditions of the TIF Statute.

IMPORTANT NOTE: Because the TIF Statute defines a district as "a specified area within the corporate limits of a municipality that has been designated . . . to be developed" under a development program, a development program must, at a minimum, include new construction of affordable housing or rehabilitation of existing housing inside the district, or both. A municipality may not create a district for the sole purpose of capturing tax increment revenues that would result only from inflationary adjustments to property values with no development of new housing or rehabilitation of existing housing in the district.

Attachment 4 – Municipal Approval

Include as **Attachment 4** a copy of the order or resolution and vote of the municipal legislative body approving the district and development program, certified by the municipal clerk.

Attachment 5 – District Maps

Include as **Attachment 5** a municipal map and tax map showing the district boundaries.

Attachment 6 – Certification of Original Assessed Value of District

Include as **Attachment 6** a dated certification signed by the municipal assessor showing the original assessed value of the district. "Original assessed value" means the taxable assessed value of the district as of the March 31st before municipal approval of the district.

Attachment 7 – Development Program

*Include as **Attachment 7** a copy of the development program approved by the municipality's legislative body.*

Attachment 8 – Credit Enhancement or Other Agreement

*Include as **Attachment 8** a copy of the credit enhancement agreement or other tax increment revenue sharing agreement, whether or not executed.*

See Appendix A below for
Checklist for Approval of District and Development Program

Appendix A

Checklist for Approval of District and Development Program

The TIF Statute sets out conditions for the designation of a district and adoption of a development program by a city or town. A municipality must designate a district and adopt a development program meeting these conditions.

To assist municipalities in ensuring that districts and development programs comply with the conditions of the TIF Statute, we have set out below a **Checklist** that can be used in designating a district and adopting a development program. The Checklist covers the conditions in the TIF Statute that need to be met in approving the district and development program. While MaineHousing does not require municipalities to fill in or follow the format of the Checklist, in reviewing a district and development program approved by a municipality, we will look for specific information in the Application materials (including the Attachments) the city or town submits to us showing compliance with all the conditions of the TIF Statute.

- ☐ District description
 - _____ Physical description of district
 - _____ Municipal map showing district boundaries
 - _____ Tax map showing district boundaries

- ☐ At least 25% of district acreage is suitable for residential use, blighted, or in need of rehabilitation/redevelopment
 - _____ % acreage suitable for residential use
 - _____ % blighted
 - _____ % in need of rehabilitation/redevelopment
 - _____ Physical description of district to support above
 - _____ Zoning designation where district is located
 - _____ Allowed uses in that zone

- ☐ District acreage divided by total municipal acreage is not more than 2%
 - _____ Total district acreage
 - _____ Total municipal acreage
 - _____ District acreage as a percent of total acreage

- ☐ Total acreage of all existing and proposed development districts (affordable housing and DECD districts) in municipality divided by total municipal acreage is not more than 5%

_____ Total acreage of all development districts

_____ Total municipal acreage

_____ Total development district acreage as a percent of total acreage

- ☐ Original assessed value (OAV)* of district

_____ Dated certification signed by municipal assessor showing OAV amount and date

* OAV means the taxable assessed value of the district as of the March 31st before municipal approval of the district.

- ☐ OAV of all existing and proposed affordable housing development districts in the municipality divided by aggregate taxable property value as of the April 1st before MaineHousing approval is not more than 5%

_____ Aggregate OAV of existing and proposed districts

_____ Aggregate taxable property value as of the April 1st before MaineHousing approval

_____ Aggregate OAV as a percent of total taxable value

- ☐ Development program start and end dates

_____ First tax year (i.e., April 1 – March 31) of development program *

* May be any tax year specified in municipal approval. If none is specified, the development program will start during the tax year of approval.

_____ Last tax year of development program **

** Not more than 30 years after tax year of MaineHousing approval.

_____ Municipal fiscal year ***

*** Example: July 1 – June 30

- ☐ The development program meets an identified housing need in municipality

_____ Description of need

_____ Description of how development program meets need

_____ Number of new rental units to be constructed

- _____ Number of existing rental units to be rehabilitated
- _____ Number of new single-family homes, including condominiums, to be constructed
- _____ Number of existing single-family homes, including condominiums, to be rehabilitated

☐ District must be a primarily residential * development

- _____ Description of residential and non-residential uses in district and acreage of each
- _____ Description of accessory uses relating to residential use

* A district is primarily residential if the overall character of the uses in the district is residential. Residential uses include both housing and uses related to residential uses, such as recreational facilities and child care facilities available to the residents of the district and small-scale nonresidential uses that are intended to provide services primarily to the residents of the district.

☐ At least 33% of the housing units in the district must be affordable housing *

- _____ Number of affordable single-family owner-occupied homes, including condominiums, in district
- _____ Number of affordable rental units in district
- _____ Total number of housing units in district
- _____ Affordable housing units as a percent of total units

* Affordable housing is an owner-occupied single-family home or condominium or a rental unit for a household earning no more than 120% of area median income (AMI). The housing must be decent, safe and sanitary. Affordable housing does not include facilities such as emergency shelters, nursing homes, convalescent homes, hospitals, residential treatment facilities, correctional facilities, or student dormitories, regardless of income level. No purchase price limits on homes or rent restrictions on rental units are required to establish that a unit is affordable.

2015 AMI for counties and other designated areas in Maine can be found at http://www.huduser.org/portal/datasets/il/il15/Section8_IncomeLimits_Rev.pdf. After scrolling down to the Maine pages, use the information in the first column at "FY 2015 MFI: _____" for the county or other area of interest. Multiply that MFI figure by 120% to determine the maximum income level.

HUD updates AMI annually. 2015 AMI will remain in effect until HUD publishes AMI for 2016.

- ☐ Mechanism to ensure ongoing affordability of 33% of the housing units in district for required time

_____ Length of affordability period for owner-occupied single-family homes and condominiums *

* The minimum affordability period for single-family owner-occupied homes and condominiums is 10 years.

_____ Description of affordability mechanism for single-family owner-occupied homes and condominiums

_____ Length of affordability period for rental units **

** The minimum affordability period for rental units is 30 years.

_____ Description of affordability mechanism for rental units

A district may contain only homeownership units or only rental units or a combination of both, but a minimum of 33% of the total number of housing units in the district must be affordable for the required time, i.e., 10 or 30 years, depending on the housing type.

The affordable units can be fixed (particular units are subject to the affordability requirements and never change, i.e., those specific units must remain affordable during the applicable affordability period and other units cannot be substituted for them) or they can float (units initially designated as affordable may change over time and other affordable units can be substituted in their place) provided that at least 33% of the total number of housing units in the district are affordable housing at any given point in time.

Whether the units are rental or homeownership units, the affordability period begins to run when the units have been constructed or rehabilitated into decent, safe and sanitary housing and (i) are available for occupancy if the development is subject to a declaration of covenants and restrictions that requires the units to be affordable (i.e., restricted to households with income not exceeding 120% of AMI), or (ii) when the units are occupied by a household with income not exceeding 120% of AMI if the development is not subject to a declaration. The development program needs to include timing information on the development and availability for occupancy of the affordable units in the district. To comply with the TIF Statute's requirement that at least 33% of the housing units in the district be affordable housing, in a mixed-income development, the development program must provide for the construction/rehabilitation of the affordable units within a reasonable timeframe during the construction phase of the project and not leave them to the end of the project if the units will be made available for occupancy or sale as they are constructed or rehabilitated.

- ☐ Operation of housing and facilities in district

- _____ Description of how housing and facilities in the district will be operated after completion
- _____ Entity responsible for operation
- _____ Source of operating funds

☐ Specific planned uses of tax increment revenues from the district *

* See §5249 of the TIF Statute for eligible uses of tax increment revenues from the district.

IMPORTANT NOTE: Municipalities are cautioned that a broad recitation in a development program of all or substantially all the authorized project costs listed in the TIF Statute will not be accepted by MaineHousing.

A non-residential use included in a development program may be funded with tax increment revenues from the district, provided that the non-residential use contributes to a specific, identified improvement of the health, welfare or safety of the residents of the municipality, including a specific, identified benefit to the residents of the district, or to the expansion of affordable housing within the municipality. The district and development program must otherwise comply with the requirements of the TIF Statute, including the requirement that the district be a primarily residential development. Tax increment revenues may not be used to construct new "pure" commercial facilities within a district or to rehabilitate those facilities.

- _____ Description of each improvement, facility, program, or other activity included in the development program that may or will be funded in whole or in part with tax increment revenues *

* Include all intended uses and potential alternative uses.

- _____ List which of these improvements, facilities, programs, or other activities are inside the district

- _____ List which of these improvements, facilities, programs, or other activities are outside the district **

** To be funded with tax increment revenues, costs outside the district must be ***directly related to or made necessary*** by the creation or operation of the district. Include any supporting studies, research, estimates, and assumptions.

- _____ Amount of tax increment revenues to be used for each improvement, facility, program or other activity inside and outside the district ***

*** Only the proportion of costs outside the district that are ***directly related to or made necessary*** by the creation or operation of the district may be paid with tax increment revenues.

**CITY OF AUBURN
PUBLIC NOTICE**

Notice is hereby given that the City Council of the City of Auburn will hold three public hearings on November 20, 2017 at 7:00 p.m. or as soon as possible thereafter at the City Council Chambers in the Auburn Hall Building at 60 Court Street, Auburn Maine, for purposes of receiving public comments on the following:

Amendment to Downtown Development and Tax Increment Financing District #10 The amendment is proposed to remove a portion of the district including a parcel on Troy Street. (Municipal Tax Map 240 Parcel 212 and surrounding areas) pursuant to the provisions of Chapter 206 of Title 30-A of the Maine Revised Statutes.

The proposed amendment will allow for the adoption of the Hampshire Street Apartments Municipal Affordable Housing Development and Tax Increment Finance District on the parcel located at (Municipal Tax Map 240 Parcel 212).

Establishment of an Affordable Housing Development and Tax Increment Financing District #22 to designate a parcel on Hampshire Street and Troy Street. (Municipal Tax Map 240 Parcel 212 and surrounding areas) pursuant to the provisions of Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended.

The proposed Hampshire Street Apartments Municipal Affordable Housing Development and Tax Increment Finance District consists of approximately 0.64 acres and is intended to offset operating costs in an affordable housing project proposed for the parcel. The proposed district consists of property within the Downtown Traditional District T-5.1.

Amendment of the Affordable Housing Development and Tax Increment Financing District #21 to amend the Affordable Housing Development and Tax Increment Financing District #21 located at 477 Minot Ave, (Municipal Tax Map 209-Parcel 058) and to amend the development program for said Municipal Development and Tax Increment Finance District pursuant to the provisions of Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended.

The proposed amendment will allow for changes to the Development Program for the 477 Minot Avenue Affordable Housing Development and Tax Increment Financing District. The proposed changes to the Development Program will allow for a date change to the Development Program and Credit Enhancement Agreement.

A copy of the proposed development programs for the districts will be on file with the City Clerk and may be reviewed at the offices of the City Clerk during normal business hours. All interested persons are invited to attend the public hearing and will be given an opportunity to be heard at that time.

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam Lee, Ward Four



Leroy Walker, Ward Five
Grady R. Burns, At Large
David C. Young, At Large

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL
November 20, 2017

Order XX-

WHEREAS, the City of Auburn (the "City") designated the **477 Minot Avenue Municipal Development and Tax Increment Financing District (#21)** (the "District") and adopted a development program (the "Development Program") for the District on June 19, 2017; and

WHEREAS, in the course of reviewing the application before submittal to MaineHousing, it was determined that the City should hold an additional public hearing and vote on this Council Order to verify items about the District prior to submittal of the Tax Increment Financing application and Credit Enhancement Agreement to MaineHousing.

ORDERED AS FOLLOWS:

Section 1. Authorize and direct the City Manager to update the Development Program and Credit Enhancement Agreement with the following statements:

- a) The development program and credit enhancement agreement will be amended to begin in tax year 2017 to ensure a 30 year timeframe.

A TRUE COPY ATTEST

Susan Clements-Dallaire

CITY CLERK

SUN JOURNAL » FRIDAY, JUNE 9, 2017

c12 French Open

Ostapenko to face Halep for title

BY HOWARD FENDRICH
AP TENNIS WRITER

PARIS — Jelena Ostapenko is a young woman in a hurry.

At Roland Garros three years ago.

"I hope this time I can play better," Halep said, and I can win it."

There will be quite a contrast in styles Saturday at court Philippe Chatrier.

The 5-foot-6 (1.68-meter) Halep is a ball-chasing, defensive dynamo unfraid of lengthy exchanges who gets to nearly everything off an opponent's racket and is careful when she swings. She made 14 unforced errors against the No. 2-seeded Pliskova, whose total was 55. The 5-10 (1.77-meter) Ostapenko, meanwhile, is aggressive as can be, a go-for-the-lines-and-hit-them tour de force who likes to keep

tions.

Bacinszky's scouting report on Ostapenko, a pal she played doubles with last year?

"She is young and reckless, in a sense. She's not afraid of anything. She's a big hitter," said Bacinszky, who also lost in the 2015 French Open semifinals. "She's a baby, but she's a beautiful baby."

One who hits the ball as if she's angry at it.

Bacinszky — whose birthday was also Thursday; she turned 28 — employed all manner of strategies in a bid to throw off her opponent. She tried

Town of New Gloucester PUBLIC HEARING NOTICE

Liquor License Application
Fratern Order of Eagles #4131
The Town of New Gloucester will hold a Public Hearing for a Liquor License application for Fraternal Order of Eagles #4131 at a Board of Selectmen's meeting at 7:00 p.m., Monday, June 19, 2017, at the New Gloucester Meetinghouse. The Board of Selectmen will consider approving the license at the same meeting after the Public Hearing.

TOWN OF HARTFORD

There will be a meeting of the Hartford Planning Board on Friday, June 16, 2017 at 5:00 pm at 9 Jordan Way, Hartford, A.E. This will be a working session.



mistake. She tried mixing speeds and angles and target spots. She tried hitting shorter to draw Ostapenko forward. She tried hitting deeper.

None of it worked well enough to win, although here is precisely how close the match was: Ostapenko won 106 points, Bacinszky 105.

Town of Durham Foreclosure Sale
The Town of Durham intends to sell the following Property Tax foreclosed property: Map 8, Lot 44. Bids are due at the Town Office by June 26, 2017 at 2:00 pm. Minimum Bid Price: \$6,620.00. For more info www.durhamnc.com, or call 333-2561, ext. 10.

**CITY OF AUBURN
PUBLIC NOTICE**
A public hearing will be held by the Auburn City Council on Monday, June 19, 2017 at 7:00 pm. or as soon as possible thereafter, in the Council Chambers of Auburn Hall, 60 Court Street, to consider the Liberty Festival/Independence Day Committee application for: The Liberty Festival to be held at Great Falls, Festival Plaza and surrounding areas, July 4, 2017 (rain date July 5, 2017). All interested persons may appear and will be given the opportunity to be heard before final action is taken.

CITY OF AUBURN PUBLIC NOTICE

A public hearing will be held by the Auburn City Council on Monday, June 19, 2017 at 7:00 pm. or as soon as possible thereafter, in the Council Chambers of Auburn Hall, 60 Court Street, to consider the Liberty Festival/Independence Day Committee application for: The Liberty Festival to be held at Great Falls, Festival Plaza and surrounding areas, July 4, 2017 (rain date July 5, 2017). All interested persons may appear and will be given the opportunity to be heard before final action is taken.

she was two points from

CITY OF AUBURN PUBLIC NOTICE

Notice is hereby given that the City Council of the City of Auburn will hold a public hearing on June 19, 2017 at 7:00 p.m. or as soon as possible thereafter at the City Council Chambers in the Auburn Hall Building at 60 Court Street, Auburn Maine, for purposes of receiving public comments on the following: Establishment of an Affordable Housing Development and Tax Increment Financing District #21 to designate 477 Minot Ave. (Municipal Tax Map 209 Parcel 058) pursuant to the provisions of Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended.

The proposed 477 Minot Avenue Municipal Affordable Housing Development and Tax Increment Financing District consists of approximately 3.83 acres and is intended to offset operating costs in an affordable housing project proposed for the parcel. The proposed district consists of property within the Minot Avenue General Business II District also referenced in the City's Comprehensive Plan as General Business Development Growth Area.

A copy of the proposed development programs for the districts will be on file with the City Clerk and may be reviewed at the offices of the City Clerk during normal business hours. All interested persons are invited to attend the public hearing and will be given an opportunity to be heard at that time.

NOTICE OF PUBLIC SALE
Notice is hereby given that in accordance with the judgment of Foreclosure and Sale entered March 02, 2017 in the action entitled Wells Fargo Bank, N.A. as Trustee for Option One Mortgage Loan Trust 2001-C, Notice of Public Sale

Notice is hereby given that in accordance with the judgment of Foreclosure and Sale entered March 02, 2017 in the action entitled Wells Fargo Bank, N.A. as Trustee for Option One Mortgage Loan Trust 2001-C,

While Ostapenko is assured of making

mortgage(s), a public sale of the property described in the mortgage will be conducted on July 10, 2017 commencing at 10:30 AM at Office of Shechtman, Halperin Savage LLP, 190 U.S. Route One, 2nd Floor-Rear, Falmouth, Maine.

The property is located at 98 Main Street, Livermore Falls, Androscoggin County, Maine, reference as described in said mortgage.

The sale will be by public auction. All bidders for the property will be required to make a deposit of \$5,000.00 in cash, certified or bank check at the time of the public sale made payable to Shechtman Halperin Savage LLP, which deposit is non-refundable as to the highest bidder. The balance of the purchase price shall be paid within thirty (30) days of the public sale. In the event a representative of Bank of America, N.A. is not present at the time and place stated in this notice, no sale shall be deemed to have occurred and all rights to reschedule a subsequent sale are reserved.

Additional terms will be announced at the public sale.

Bank of America, N.A., by its attorneys, Shechtman Halperin Savage, LLP Jeffrey J. Hardiman, Esq. 1080 Main Street, Pawtucket, RI 02860 (401) 272-1400

MORTGAGEE'S SALE OF REAL ESTATE
By virtue of and in execution of the Power of Sale contained in a certain Mortgage Deed given by Greene Commons, LLC to John F. Streeter, Trustee of the John F. Streeter Revocable Trust, U/D/T 12/28/2000 and recorded in the Androscoggin County Registry of Deeds in Book 77492, Page 152, of which mortgage was Modified by Agreement dated June 4, 2009 to increase the debt to Two Hundred Thirteen Thousand

the debt to Two Hundred Thirteen Thousand

IN CITY COUNCIL, JUNE 19, 2017

WHEREAS, there is a need for economic development and for the development of affordable, livable housing in the City of Auburn (the “City”), in the surrounding region, and in the State of Maine; and

WHEREAS, implementation of the development program for the new affordable housing municipal development and tax increment financing district will help improve and broaden the tax base in the City and improve the economy in the City and the region by attracting business development and creating affordable housing in the area of these districts; and

WHEREAS, pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, the City desires to designate a new affordable housing municipal development and tax increment financing district entitled the *477 Minot Avenue Municipal Affordable Housing Development and Tax Increment Financing District* (the “Minot Avenue District”) and adopt a development program for the Minot Avenue District; and

WHEREAS, it is expected that approval will be obtained from the Maine State Housing Authority approving the designation of the *477 Minot Avenue Municipal Affordable Housing Development and Tax Increment Financing District Development Program*; and

NOW THEREFORE, BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF AUBURN, MAINE:

Section 1 Pursuant to Chapter 206, Subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended, the City hereby designates the *477 Minot Avenue Municipal Affordable Housing Development and Tax Increment Financing District* and hereby adopts the Minot Avenue District development program described as more particularly set forth in the documents presented to the City Council in conjunction with this Order.

Section 2 Pursuant to the provisions of 30-A M.R.S.A. § 5250-A, the percentage of captured assessed value to be retained in the Minot Avenue District is hereby established as set forth in the Minot Avenue District development program.

Section 3 The City Manager be, and hereby is, authorized, empowered and directed to submit the proposed designation of the Minot Avenue District and the proposed development program for the Minot Avenue District to the Maine State Housing Authority for review and approval pursuant to the requirements of 30-A M.R.S.A. Chapter 206, Subchapter 3; and further is authorized to execute a Credit Enhancement Agreement consistent with the provisions of the Minot Avenue District development program as presented and approved herein, and to create the accounts and take all the actions described in such agreements.

Section 4 The City Manager be and hereby is authorized and empowered at his direction from time to time to make such revisions to the Minot Avenue District development program for the Minot Avenue District as he deems reasonably necessary or convenient in order to facilitate the process of review and approval of the Minot Avenue District by the Maine State Housing Authority, or for any other reason, so long as such provisions are not inconsistent with

these resolutions or the basic structure and intent of the Minot Avenue District development program. The City Manager is also hereby authorized and directed to submit any reports to the Maine State Housing Authority regarding the Minot Avenue District and development program throughout the term of the District.

Section 5 The foregoing designation of the Minot Avenue District and the adoption of the development program for the Minot Avenue District shall automatically become final and shall take full force and effect upon receipt by the City of approval of the proposed Minot Avenue District by the Maine State Housing Authority without requirements of further action by the City, City Council or any other party.

Section 6 The City hereby finds and determines that:

a. At least twenty-five percent (25%), by area, of the real property within the Minot Avenue District, as hereinafter designated, is suitable for residential use, blighted area, or is in need of rehabilitation or redevelopment; and

b. The total area of the Minot Avenue District does not exceed two percent (2%) of the total acreage of the City, and the total area of all development districts within the City does not exceed five percent (5%) of the total acreage of the City; and

c. The original assessed value of the Minot Avenue District plus the original assessed value of all existing affordable housing development districts within the City does not exceed five percent (5%) of the total value of taxable property in the City.

d. The Minot Avenue District and pursuit of the Minot Avenue District development program will contribute to the expansion of affordable housing opportunities within the municipality or to the betterment of the health, welfare or safety of the inhabitants of the City. The City has considered all evidence, if any, presented to it with regard to any substantial detriment to another party's existing property interests in the City and has found and determined that such interested party's property interests in the City are outweighed by the contribution made by the Minot Avenue District or its development program to the availability of affordable housing within the City or to the betterment of the health, welfare or safety of the inhabitants of the City.

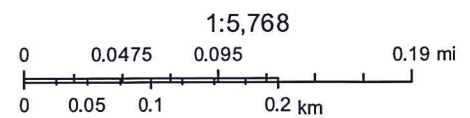
477 Minot Avenue, Auburn Parcel Map



June 6, 2017

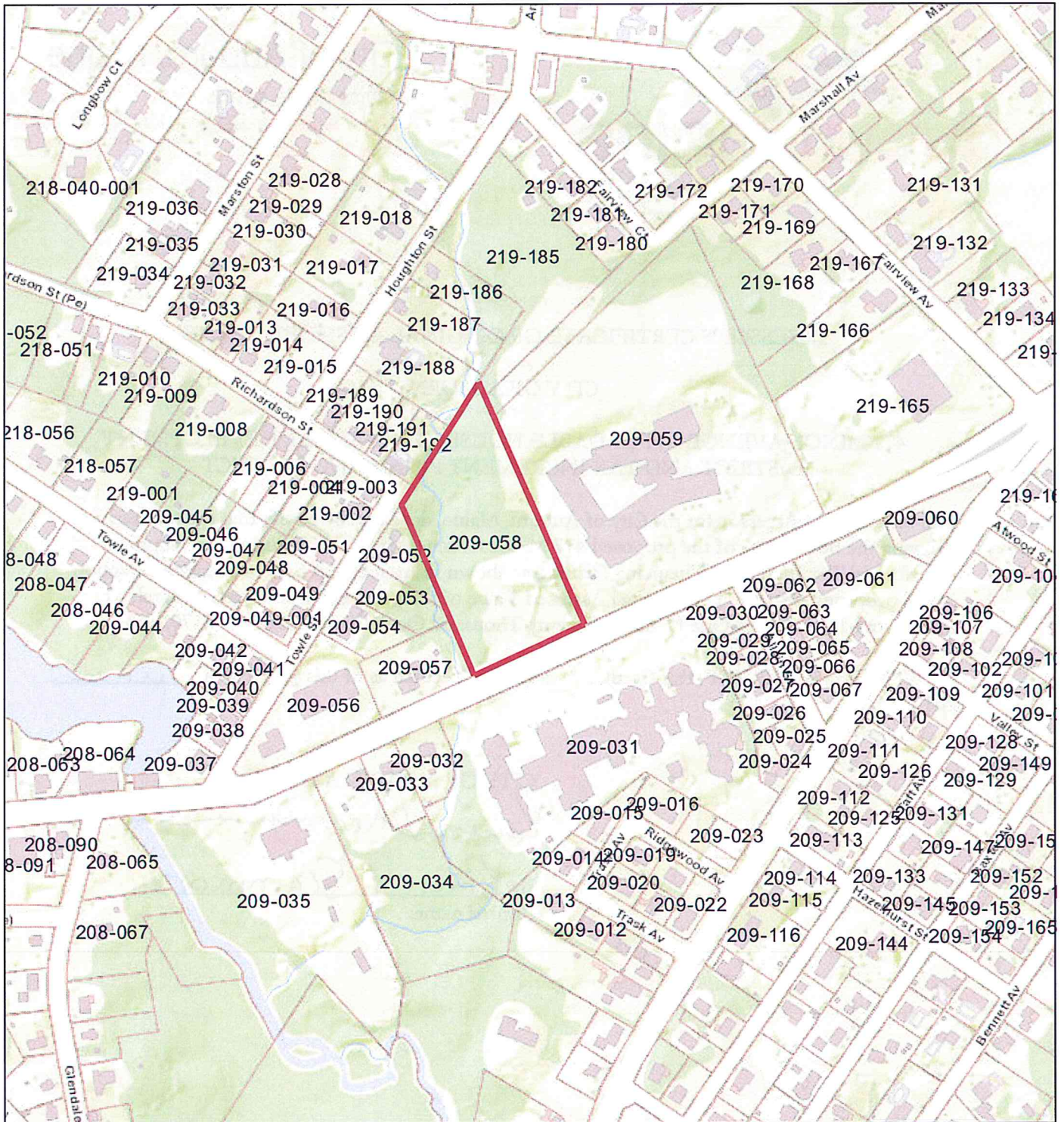
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GeoLibrary_3in_2013_1ft

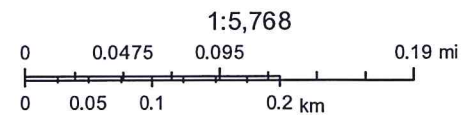


Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

477 Minot Avenue, Auburn Parcel Map



June 6, 2017



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community



City of Auburn, Maine

Office of the Assessor

www.auburnmaine.gov | 60 Court Street

Auburn, Maine 04210

207.333.6601

ASSESSOR'S CERTIFICATE OF ORIGINAL ASSESSED VALUE

CITY OF AUBURN

477 MINOT AVENUE AFFORDABLE HOUSING MUNICIPAL DEVELOPMENT DISTRICT AND TAX INCREMENT FINANCING DISTRICT

The undersigned Assessor for the City of Auburn, Maine, does hereby certify that the tax map showing the boundaries of the proposed 477 Minot Avenue Affordable Housing Development District and Tax Increment Financing District, as shown in Attachment 5, is an accurate depiction of the proposed District. The Original Assessed Value of the proposed District as of March 31, 2017 (April 1, 2016) was One Hundred Seventy Thousand One Hundred Dollars (\$170,100).

IN WITNESS WHEREOF, this Certificate has been executed as of this 6th day of June, 2017.

CITY OF AUBURN ASSESSOR

Karen V Scammon, CMA

By: Karen V Scammon

Printed name:

477 MINOT AVENUE MUNICIPAL AFFORDABLE HOUSING DEVELOPMENT
AND TAX INCREMENT FINANCING DISTRICT DEVELOPMENT PROGRAM &
FINANCIAL PLAN MATERIALS

1. District 21 (the “District”) is located at 475-477 Minot Avenue in Auburn (Tax Map 209, Lot 058). The District is approximately 3.83 acres of vacant land.

A municipal map and a tax map showing district boundaries are attached.

2. 100% of District acreage is suitable for residential use, and in need of rehabilitation/redevelopment. The District is well-located for housing as it is located off of Minot Avenue (Route 121), along which other housing and businesses are located. The District includes vacant land, which is in need of redevelopment. The District is serviced by municipal sewer and water services and will include only residential use. A portion of the District is located in the Urban Residence (UR) District, which is “intended to provide for, protect and stabilize medium density urban residential areas of single- and two-family detached dwellings and their adjunct public and institutional uses. It is designed to ensure a family living environment in an urban setting through lot size requirements that provide adequate yard space for family outdoor activity and play space for children.” The other portion of the District is located in the General Business II (GBII) District, which allows residential dwelling uses permitted in the Multifamily Suburban District (MFS), which is intended to “stabilize and protect medium to high density residential areas by providing for a varied denser urban pattern made suitable to the needs of the population by encouraging a range of dwelling types.” Multifamily dwellings are a permitted use in the GBII District and two-family dwellings are a permitted use in the UR District.

3. District acreage divided by total municipal acreage is not more than 2%. The district is 3.83 acres out of a total 42,073 acres in Auburn, representing 0.009%.

4. Total acreage of all existing and proposed development districts (affordable housing and DECD districts) in municipality divided by total municipal acreage is not more than 5%. Existing and proposed development districts are 511.82 acres (excluding the City’s Downtown Municipal TIF District which is exempt from this calculation) out of a total 42,073 acres in Auburn, representing 1.22%.

5. The original assessed value (OAV) of the District is \$170,100 (Certificate of OAV is attached).

6. The Development Program will begin April 1, 2017 and end March 31, 2047. The municipal fiscal year is July 1 to June 30.

7. The Development Program meets an identified housing need in Auburn. The proposed 477 Minot Avenue Apartments will add approximately thirty-six units of affordable family rental housing (“477 Minot Avenue Apartments”) to the Auburn

housing stock. Eight 3 bedroom units, eighteen 2 bedroom units, and ten 1 bedroom units will all be targeted to households with incomes at or below 60% of area median income (AMI).

8. The District will only include residential uses.
9. 100% of housing units in the District will be affordable housing and will be occupied by households with income not exceeding 60% of AMI.
10. 477 Minot Avenue Apartments will be developed with Low Income Housing Tax Credit equity and thus subject to an Extended Use Agreement with MaineHousing, which will be executed for the project at loan closing and a copy recorded at the registry of deeds. The Extended Use Agreement will restrict occupancy of the units in the 477 Minot Avenue Apartments to households with income not exceeding 60% of AMI. The length of the affordability period will be 45 years.
11. When completed, 477 Minot Avenue Apartments will be managed by an experienced manager of subsidized housing properties with extensive LIHTC training, to be determined.

The total annual cost of operations for the 477 Minot Avenue Apartments is budgeted at \$264,682. The breakdown by category is as follows: administrative 18.5%; utilities 19.7%; maintenance 22.5%; general expenses 33.1%; and reserves 6.1%. The financing for operating expenses is primarily through tenant rents (88.4%). TIF payments made to reimburse project operating costs (11.6%) make up the remainder. The project will have Resident Services available via an on site coordinator and will be managed as a smoke free building.

12. Table 1. Specific planned uses of tax increment revenues from the district. The City intends to capture 100% of the increased assessed value of the District as captured assessed value; however, if the portion of Tax Increment Revenues to be retained by the City cannot be fully expended on the education costs identified below in any particular fiscal year, then the remainder of the tax revenues paid on increased assessed value shall be deposited into the City's general fund. In such circumstance, the City shall ensure that it does not receive the tax shift benefit associated with any portion of tax increment deposited into the City's general fund.

Specific improvements or activities to be funded with tax increment revenues	Timing of each planned improvement	Amount (\$) to be funded with tax increment revenues	Amount to be funded by other sources		Location within or outside District?
			Amount	Source	
477 Minot Avenue Apartment Operating Costs (Administrative, Utilities, Maintenance, Insurance, Replacement Reserves)	Ongoing	Estimated \$981,915	Estimated \$11,102,333 (\$162,303 in year one, stabilized in year two at \$291,762 with 2-3% annual increase over 30 years)	Project Rents	Inside
Impact on school operating costs	Throughout school year	Up to estimated \$918,915	Estimated \$0 per year (based on projected 11.78 students (75% new to Auburn), \$3,700 cost per student per year minus TIF revenues of estimated \$33,859– see attached table for	Municipal funds	Outside

			calculation of estimated impact on school operating costs)		
--	--	--	---	--	--

13. The Total Development Cost for 477 Minot Avenue Apartments is budgeted at \$6,299,842 (see attached detailed development budget). 477 Minot Avenue Apartments will be financed primarily through Low Income Housing Tax Credits. The project will seek Low Income Housing Tax Credits in the amount of \$545,539, which is projected to provide an equity yield to the project of \$4,745,718. In addition, the project will seek a Rental Loan Program subsidy of \$1,554,124. An itemized development budget showing all sources and uses of funds is attached. No public indebtedness will be incurred.

A valuation table is attached showing estimates of increased assessed values of the district and showing 100% of the increased assessed values to be applied as captured assessed values and the resulting tax increments in each year of the program, and a tax shift table is attached showing a calculation of the tax shifts resulting from designation of the affordable housing development district.

14. No relocation is necessary.

15. The 477 Minot Avenue Apartments project is committed to following all local and state laws and regulations. Locally, full planning board site plan approval will be granted in Fall 2017. Any environmental issues will be fully remediated as part of the Project. A qualified general contractor will be chosen with the approval of MaineHousing.

16. The Development Program is consistent with Auburn's Comprehensive Plan, dated April 19, 2011, and complies with Maine law limiting growth-related capital investments (30-A M.R.S.A. §4349-A).

17. The District is not in conflict with Auburn's municipal charter.

18. The tables following this narrative include the Financial Plan required materials and information. No public indebtedness is intended to be used for approved project costs.

477 MINOT AVENUE APARTMENTS

Affordability Analysis & Rent Schedule					
Affordable Rents					
Unit Type	HHL D Size	Fed Home	LIHTC Rent	UA	Max. Net Rent
0 BR @ 50%	1		497	39	\$458
1 BR @ 50%	1.5		533	45	\$488
2 BR @ 50%	3		640	55	\$585
3BR @ 50%	4.5		738	68	\$670
0 BR @ 60%	1		597	39	\$558
1 BR @ 60%	1.5		639	45	\$594
2 BR @ 60%	3		768	55	\$713
3BR @ 60%	4.5		886	68	\$818
0 BR Market	1			39	(\$39)
1 BR Market	1.5			45	(\$45)
2 BR Market	3			55	(\$55)

Rent Schedule					
Unit Type	# Units	Net Rent	Utility Allow.	Gross Rent	Afford. @ % Med. Inc.
0 BR @ 50%	0	\$458	39	\$497	
1 BR @ 50%	6	\$488	45	\$533	
2 BR @ 50%	11	\$585	55	\$640	
3 BR @ 50%	5	\$670	68	\$738	
0 BR @ 60%	0	\$558	39	\$597	
1 BR @ 60%	4	\$594	45	\$639	
2 BR @ 60%	7	\$713	55	\$768	
3 BR @ 60%	3	\$818	68	\$886	
0 BR Market	0	-\$39	39	\$0	
1 BR Market		-\$45	45	\$0	
2 BR Market	0	-\$55	55	\$0	
TOTAL	36				
Bedroom Mix	0 BR	1 BR	2 BR	3 BR	Total
	0	10	18	8	36
Income Mix		50%AMI	60%AMI	Sec 8	Total
Number		22	14	0	36
Percent		61.1%	38.9%	0.0%	

Operating Income & Expense		
Effective Gross Income	Monthly	Annual
Gross Potential Rental Income	22,534	270,408
Less Vacancy & Collection Loss	5.0% (1,127)	(13,520)
TIF Income	2,822	33,859
Effective Gross Income	24,229	290,747

477 MINOT AVENUE APARTMENTS

Annual Expenses	Per Unit	Total
ADMINISTRATIVE EXPENSES		
Management Fee	500	17,982
Legal	42	1,500
Audit	153	5,500
Marketing	42	1,500
Site Manager	194	6,980
Resident Services	404	14,560
Telemed Phone/Internet	27	960
Other	-	
Subtotal Administrative	1,361	48,982
OPERATING EXPENSES		
Water/Sewer	550	19,800
Electric	300	10,800
Heat/HW	600	21,600
Subtotal Operating	1,450	52,200
MAINTENANCE		
Building Maintenance	600	21,600
Janitorial	200	7,200
Supplies/Exterminating	100	3,600
Painting/Decorating	75	2,700
Grounds	250	9,000
Snow Removal	350	12,600
Trash Removal	80	2,880
Subtotal Maintenance	1,655	59,580
GENERAL EXPENSES		
Property taxes	1,987	71,520
Insurance	450	16,200
Management Broadband	-	
Subtotal General	2,437	87,720
REPLACEMENT RESERVE		
Housing	450	16,200
TOTAL RESERVES		16,200
TOTAL EXPENSES PLUS RESERVES	7,352	264,682
Net Income Calculation		Annual
Net Operating Income		26,064
Debt Service		\$0
Cash Flow		26,064
Debt Service Coverage		#DIV/0!
Cash Flow as % of Expenses		9.8%
Cash Flow PUPA		724

Estimated Impact on School Operating Costs			
	No. of Units	School-Age Children/Unit (5+ Units, Rent)	Estimated No. of Students
1 BR	10	0	0
2 BR	18	0.33	5.94
3 BR	8	0.73	5.84
Total	36		11.78
City of Auburn Cost Per Student/Year			3,700.00
Total Costs/Year for 11.78 Students			43,586.00
75% of Total Costs based on % of students that are new to Auburn			32,689.50
30 years			980,685.00

Source: Residential Demographic Multipliers, Estimates of the Occupants of New Housing, June 2006, Center for Urban Policy Research, Rutgers University. (Massachusetts data used for 3 BR since data not available for Maine)

477 MINOT AVENUE APARTMENTS

DEVELOPMENT BUDGET AND LOW INCOME HOUSING TAX CREDITS				Office %
Development Budget				0.000%
	Total	4% Basis	9% Basis	Historic
ACQUISITION/DEMOLITION				
Land	251,964	-		
Buildings	-	-	-	
Demolition	-	-	-	
Subtotal Acquisition/Demo	251,964	-	-	
CONSTRUCTION				
Site Work	300,000	-	300,000	
Gen'l Requirements		-	-	
Structures	4,096,875		4,096,875	
OH & P			-	
Construction Contingency	219,844		219,844	
Bond			-	-
Abatement	-		-	-
Subtotal Construction	4,616,719	-	4,616,719	-
SOFT COSTS				
Permits & fees	25,000		25,000	
Engineer/Survey	40,000	-	40,000	
Architect	207,752	-	207,752	
Real Estate Attorney	45,000		45,000	
Title Insurance & Recording	12,000		12,000	
Accounting/ Cost Certification	7,500	-	7,500	
Soft Cost Contingency	-		-	
TIF Consultant	2,500		2,500	
Const. Taxes & Insurance	45,000		45,000	
Subtotal Soft Costs	384,752	-	384,752	-
FINANCING EXPENSES				
Constr. Loan Orig. Fee	2,500	-	2,500	
Construction Legal & Inspection	25,000		25,000	
Construction Interest	50,000	-	50,000	
Other Financing Expenses	-		-	
Perm. Loan Orig. Fee	-	-	-	
Subtotal Financing	77,500	-	77,500	-
OTHER SOFT COSTS				
Market Study	5,000		5,000	
Property Appraisals	7,500		7,500	
Environmental Report & Testing	12,500	-	12,500	
Construction Oversight	-		-	-
Historic Consultant			-	-
Tax Credit Fees	27,277		-	-
FFE	-		-	-
Organizational Legal	8,000		-	-
Subtotal Other	60,277		25,000	-
DEVELOPER'S FEES				
Developer's Ovhd. & Profit	590,000	-	590,000	
Consultant	-	-	-	
Subtotal development fees	590,000	-	590,000	-
PROJECT RESERVES				
Rent Up & Marketing Reserve	36,000	-	-	-
Operating Reserve	132,341	-	-	-
Replacement Reserve	40,969	-	-	-
Prepaid Taxes & Insurance	87,720	-	-	-
Prepaid Monitoring	21,600	-	-	-
Subtotal Reserves	318,630	-	-	-
TOTAL PROJECT COST	6,299,842	-	5,693,971	-
ELIGIBLE BASIS			5,693,971	
LESS FEDHOME			-	
LIHTC ELIGIBLE BASIS			5,693,971	
APPLICABLE FRACTION	100.00%		less fed HTC	20%
QUALIFIED BASIS		-	5,693,971	30%
QUALIFIED CT ADJUSTMENT	130%		7,402,162	-
CREDIT PERCENTAGE		3.23%	7.37%	
ANNUAL LIHTC ELIGIBLE		-	545,539	90.00%
			545,539	84.00%
ANNUAL LIHTC ALLOCATED			545,539	
NET PROCEEDS	87.00%	99.99%	4,745,718	-

Construction
GMP
4,396,875

Estimated Captured Assessed Values							
TIF Year	Tax Year	Projected Additional Assessed Value	Percent of Value Captured	Projected Mill Rate	Projected New Taxes Captured	City TIF Revenue	Project TIF Revenue
1	2017	\$0	100%	0.02235	\$0	\$0	\$0
2	2018	\$3,029,900	100%	0.02235	\$67,718	\$33,859	\$33,859
3	2019	\$3,029,900	100%	0.02235	\$67,718	\$33,859	\$33,859
4	2020	\$3,029,900	100%	0.02235	\$67,718	\$33,859	\$33,859
5	2021	\$3,029,900	100%	0.02235	\$67,718	\$33,859	\$33,859
6	2022	\$3,029,900	100%	0.02235	\$67,718	\$33,859	\$33,859
7	2023	\$3,029,900	100%	0.02235	\$67,718	\$33,859	\$33,859
8	2024	\$3,029,900	100%	0.02235	\$67,718	\$33,859	\$33,859
9	2025	\$3,029,900	100%	0.02235	\$67,718	\$33,859	\$33,859
10	2026	\$3,029,900	100%	0.02235	\$67,718	\$33,859	\$33,859
11	2027	\$3,029,900	100%	0.02235	\$67,718	\$33,859	\$33,859
12	2028	\$3,029,900	100%	0.02235	\$67,718	\$33,859	\$33,859
13	2029	\$3,029,900	100%	0.02235	\$67,718	\$33,859	\$33,859
14	2030	\$3,029,900	100%	0.02235	\$67,718	\$33,859	\$33,859
15	2031	\$3,029,900	100%	0.02235	\$67,718	\$33,859	\$33,859
16	2032	\$3,029,900	100%	0.02235	\$67,718	\$33,859	\$33,859
17	2033	\$3,029,900	100%	0.02235	\$67,718	\$33,859	\$33,859
18	2034	\$3,029,900	100%	0.02235	\$67,718	\$33,859	\$33,859
19	2035	\$3,029,900	100%	0.02235	\$67,718	\$33,859	\$33,859
20	2036	\$3,029,900	100%	0.02235	\$67,718	\$33,859	\$33,859
21	2037	\$3,029,900	100%	0.02235	\$67,718	\$33,859	\$33,859
22	2038	\$3,029,900	100%	0.02235	\$67,718	\$33,859	\$33,859
23	2039	\$3,029,900	100%	0.02235	\$67,718	\$33,859	\$33,859
24	2040	\$3,029,900	100%	0.02235	\$67,718	\$33,859	\$33,859
25	2041	\$3,029,900	100%	0.02235	\$67,718	\$33,859	\$33,859
26	2042	\$3,029,900	100%	0.02235	\$67,718	\$33,859	\$33,859
27	2043	\$3,029,900	100%	0.02235	\$67,718	\$33,859	\$33,859
28	2044	\$3,029,900	100%	0.02235	\$67,718	\$33,859	\$33,859
29	2045	\$3,029,900	100%	0.02235	\$67,718	\$33,859	\$33,859
30	2046	\$3,029,900	100%	0.02235	\$67,718	\$33,859	\$33,859
					\$1,963,830	\$981,915	\$981,915

This model is based on 100% of incremental valuation captured within the TIF District and 50% of captured revenues are for the municipal development fund and 50% the developer project fund.

477 Minot Avenue Tax Shift Benefits

		State Aid to	State		Total Tax	
		Education	County Tax	Revenue	Shift	
TIF Year	Tax Year	Benefit	Benefit	Sharing	Benefits	
	1	2017	\$25,148	\$2,501	\$2,840	\$30,489
	2	2018	\$25,148	\$2,506	\$2,840	\$30,494
	3	2019	\$25,148	\$2,510	\$2,840	\$30,498
	4	2020	\$25,148	\$2,515	\$2,840	\$30,503
	5	2021	\$25,148	\$2,519	\$2,840	\$30,507
	6	2022	\$25,148	\$2,524	\$2,840	\$30,512
	7	2023	\$25,148	\$2,529	\$2,840	\$30,517
	8	2024	\$25,148	\$2,533	\$2,840	\$30,521
	9	2025	\$25,148	\$2,538	\$2,840	\$30,526
	10	2026	\$25,148	\$2,542	\$2,840	\$30,530
	11	2027	\$25,148	\$2,547	\$2,840	\$30,535
	12	2028	\$25,148	\$2,552	\$2,840	\$30,540
	13	2029	\$25,148	\$2,556	\$2,840	\$30,544
	14	2030	\$25,148	\$2,561	\$2,840	\$30,549
	15	2031	\$25,148	\$2,566	\$2,840	\$30,554
	16	2032	\$25,148	\$2,570	\$2,840	\$30,558
	17	2033	\$25,148	\$2,575	\$2,840	\$30,563
	18	2034	\$25,148	\$2,580	\$2,840	\$30,568
	19	2035	\$25,148	\$2,584	\$2,840	\$30,572
	20	2036	\$25,148	\$2,589	\$2,840	\$30,577
	21	2037	\$25,148	\$2,594	\$2,840	\$30,582
	22	2038	\$25,148	\$2,598	\$2,840	\$30,586
	23	2039	\$25,148	\$2,603	\$2,840	\$30,591
	24	2040	\$25,148	\$2,608	\$2,840	\$30,596
	25	2041	\$25,148	\$2,613	\$2,840	\$30,601
	26	2042	\$25,148	\$2,617	\$2,840	\$30,605
	27	2043	\$25,148	\$2,622	\$2,840	\$30,610
	28	2044	\$25,148	\$2,627	\$2,840	\$30,615
	29	2045	\$25,148	\$2,632	\$2,840	\$30,620
	30	2046	\$25,148	\$2,633	\$2,840	\$30,621
Total		\$729,292	\$74,411	\$82,360	\$886,063	

This model is based on 100% of incremental valuation captured within the TIF District and 50% of captured revenues are for the municipal development fund and 50% the developer project fund.

CREDIT ENHANCEMENT AGREEMENT

between

THE CITY OF AUBURN, MAINE

and

DEVELOPERS COLLABORATIVE PREDEVELOPMENT LLC

DATED: _____, 2017

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EXHIBITS

Exhibit 1 Copy of District Map

THIS CREDIT ENHANCEMENT AGREEMENT dated as of _____, 2017, between the City of Auburn, Maine (the “City”), a municipal corporation and political subdivision of the State of Maine, and DEVELOPERS COLLABORATIVE PREDEVELOPMENT LLC (“DCP” or the “Company”), a Maine limited liability company.

WITNESSETH THAT

WHEREAS, the City designated the 477 Minot Avenue Municipal Affordable Housing Development and Tax Increment Financing District (the “District”) pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by action of the City Council at a meeting of the City Council held on **June 19, 2017** (the “Vote”) and pursuant to the same Vote adopted an affordable housing development program, including a financial plan, for the District (the “Development Program”); and

WHEREAS, the City anticipates the approval of the District and the Development Program by the Maine State Housing Authority (“MSHA”); and

WHEREAS, the Vote of the City Council also authorized the execution of a credit enhancement agreement with the Company as contemplated by the Development Program in the name of and on behalf of the City; and

WHEREAS, the City and the Company desire and intend that this Agreement be and constitute the credit enhancement agreement contemplated by and described in the Development Program.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Definitions.

The terms defined in this Article I shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise:

“Act” means chapter 206 of Title 30-A of the Maine Revised Statutes and regulations adopted thereunder, as amended from time to time.

“Agreement” shall mean this Credit Enhancement Agreement between the City and the Company dated as of the date set forth above, as such may be amended from time to time.

“Authority” means the Maine State Housing Authority.

“Captured Assessed Value” means the amount, stated as a percentage, of the Increased Assessed Value of the District that is retained in each Tax Year during the term of the District, as specified in Section 2.3 hereof, to fund Project costs authorized in the Development Program.

“City” shall have the meaning given such term in the first paragraph hereto.

“City Project Cost Subaccount” means that portion of the Project Cost Account of the Development Program Fund for the District set aside for the City established and maintained according to Article II hereof.

“Current Assessed Value” means the then-current assessed value of the District as determined by the City Tax Assessor as of April 1 of each Tax Year that the District remains in effect.

“Development Program” shall have the meaning given such term in the recitals hereto.

“Development Program Fund” means the Affordable Housing Development Program Fund described in the Development Program and established and maintained pursuant to Article II hereof and 30-A M.R.S.A. § 5250-A(3)(A) consisting of subaccounts further described herein.

“Director” means the Director of the Maine State Housing Authority.

“District” shall have the meaning given such term in the first recital hereto, which is more specifically comprised of approximately 3.9 acres of real property and identified in an attachment to the Development Program and any future improvements to such real property. A copy of the District map is attached hereto as Exhibit 1 for convenience.

“Effective Date of the Development Program” means the date provided in the District’s Certificate of Approval from the Authority.

“Fiscal Year” means July 1 to June 30 each year or such other fiscal year as the City may from time to time establish.

“Increased Assessed Value” means, for each Fiscal Year during the term of this Agreement, the amount by which the Current Assessed Value for such year exceeds the Original Assessed Value. If the Current Assessed Value is less than or equal to the Original Assessed Value in any given Tax Year, there is no Increased Assessed Value in that year.

“Original Assessed Value” means \$170,100 (One Hundred Seventy Thousand One Hundred dollars), the taxable assessed value of the District as of March 31, 2017 (April 1, 2016).

“Project” means the planned approximately 36-unit workforce affordable housing project to be named 477 Minot Avenue Apartments comprising the District and more particularly depicted on Exhibit 1 attached hereto.

“Project Cost Account” means the project cost account described in the Development Program and established and maintained pursuant to Title 30-A M.R.S.A. § 5250-A(3)(A)(1) and Article II hereof.

“Property Taxes” means any and all *ad valorem* property taxes levied, charged or assessed against all property located in the District by the City, or on its behalf.

“State” means the State of Maine.

“DCP Project Cost Subaccount” means that portion of the Project Cost Account of the Development Program Fund for the District set aside for DCP established and maintained according to Article II hereof.

“Tax Increment Revenues” means that portion of all real property taxes assessed and paid to the City in any Tax Year, in excess of any state, or special district tax, upon the Captured Assessed Value.

“Tax Payment Date” means the later of the date(s) on which property taxes levied by the City are due and payable from owners of property located within the City, or are actually paid to the City with respect to taxable property located within the District.

“Tax Year” shall have the meaning given such term in 30-A M.R.S.A. § 5246(16), as amended, to wit: April 1 to March 31.

Section 1.2. Interpretation and Construction.

In this Agreement, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this Agreement, refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before, the date of delivery of this Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(e) All approvals, consents and acceptances required to be given or made by any signatory hereto shall not be withheld unreasonably.

(f) All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time.

(g) If any clause, provision or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or Section shall not affect any of the remaining provisions hereof.

ARTICLE II

AFFORDABLE HOUSING DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS

Section 2.1. Creation of Development Program Fund.

Within sixty (60) days after the Effective Date of the Development Program, the City shall create and establish a segregated fund in the name of the City designated as the “477 Minot Avenue Municipal Affordable Housing Development and Tax Increment Financing District Program Fund” (hereinafter the “Development Program Fund”) pursuant to, and in accordance with the terms and conditions of, the Development Program and 30-A M.R.S.A. § 5250-A(3). The Development Program Fund shall consist of the DCP Project Cost Subaccount and the City Project Cost Subaccount, both of which are pledged to and charged with the payment of Project costs described in the Development Program, as provided in 30-A M.R.S.A. § 5250-A(3)(A)(1). The Development Program Fund is pledged to and charged with the payment of costs in the manner and priority provided in Section 3.1(b) below.

Section 2.2. Liens.

The City shall not create any liens, encumbrances or other interests of any nature whatsoever, nor shall it hypothecate the DCP Project Cost Subaccount described in Section 2.1 hereof or any funds therein, other than the interest in favor of DCP hereunder; provided, however, that nothing herein shall prohibit the creation of property tax liens on property in the District in accordance with and entitled to priority pursuant to Maine law.

Section 2.3. Captured Assessed Value; Deposits into Development Program Fund.

(a) Each year during the term of this Agreement, commencing with the Tax Year of the Effective Date of the Development, and continuing thereafter through the April 1, 2046 Tax Year (collectively the “CEA Years”), the City shall retain in the District one hundred percent (100%) of the Increased Assessed Value as Captured Assessed Value.

(b) For each of the CEA Years, the City shall deposit into the Development Program Fund contemporaneously with each payment of Property Taxes during the term of this Agreement an amount equal to one hundred percent (100%) of that portion of the property tax payment constituting Tax Increment Revenues. The City shall allocate fifty percent (50%) of the Tax Increment Revenues so deposited in the Development Program Fund to the DCP Project Cost Subaccount and fifty percent (50%) of the Tax Increment Revenues so deposited in the Development Program Fund to the City Project Cost Subaccount.

(c) Notwithstanding anything to the contrary contained herein, the City may, in its own discretion and without the approval or knowledge of the Company, reduce the percentage of assessed value to be captured in any Tax Year for purposes of deposit into the City Project Cost Subaccount. In addition, the deposit and payment obligations of the City contained in Article II and Article III hereof are subject to the termination provisions contained in Section 6.1 hereof.

Section 2.4. Use of Monies in Development Program Fund.

All monies in the Development Program Fund that are allocable to and/or deposited in DCP Project Cost Subaccount shall in all cases be used and applied to fund fully the City's payment obligations to DCP as described in Articles II and III hereof. DCP shall be obligated to use such payments for operating costs of the Project pursuant to the Development Program and Title 30-A M.R.S.A. § 5249.

Section 2.5. Monies Held for Benefit of DCP.

All monies required to be deposited with or paid into DCP Project Cost Subaccount under the provisions hereof and the provisions of the Development Program shall be held by the City for the benefit of DCP.

ARTICLE III PAYMENT OBLIGATIONS

Section 3.1. Company Payments.

(a) The City agrees to pay DCP, within thirty (30) days following the Tax Payment Date, all amounts then on deposit in the DCP Project Cost Subaccount.

(b) Notwithstanding anything to the contrary contained herein, if, with respect to any Tax Payment Date, any portion of the property taxes assessed against real or personal property located in the District remain unpaid, because of a bona fide valuation dispute or otherwise, the City shall be under no obligation to pay DCP's share of the Tax Increment Revenues. In such circumstance, the property taxes actually paid with respect to such Tax Payment Date shall, first, be applied to taxes due on account of Original Assessed Value; and second, shall constitute payment of Property Taxes with respect to Captured Assessed Value, to be applied to payment in full of the amount to be deposited in the City Project Cost Subaccount for the year concerned.

Section 3.2. Failure to Make Payment.

In the event the City should fail to, or be unable to, make any of the payments at the time and in the amount required under the foregoing provisions of this Article III including in the event that the amount deposited into DCP Project Cost Subaccount is insufficient to reimburse DCP for the full amount due to DCP under this Agreement, the amount or installment so unpaid shall continue as a limited obligation of the City, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid.

Section 3.3. Manner of Payments.

The payments provided for in this Article III shall be paid directly to DCP at the address specified in Section 8.7 hereof.

Section 3.4. Obligations Unconditional.

Subject to compliance with the terms and conditions of this Agreement, the obligations of the City to make the payments described in this Agreement in accordance with the terms hereof shall be absolute and unconditional, and the City shall not suspend or discontinue any payment hereunder or terminate this Agreement for any cause, other than pursuant to this Agreement or by court order or by reason of a final judgment by a court of competent jurisdiction that the District is invalid or otherwise illegal.

Section 3.5. Limited Obligation.

The City's obligations of payment hereunder shall be limited obligations of the City payable solely from Tax Increment Revenues pledged therefor under this Agreement. The City's obligations hereunder shall not constitute a general debt or a general obligation or charge against or pledge of the faith and credit or taxing power of the City, the State of Maine, or of any municipality or political subdivision thereof, but shall be payable solely from that portion of Tax Increment Revenues payable to DCP hereunder, whether or not actually deposited into the DCP Project Cost Subaccount in the Development Program Fund. This Agreement shall not directly, indirectly or contingently obligate the City, the State of Maine, or any other City or political subdivision to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment, excepting the pledge of the Tax Increment Revenues established under this Agreement.

ARTICLE IV PLEDGE AND SECURITY INTEREST

Section 4.1. Pledge of and Grant of Security Interest in DCP Project Cost Subaccount.

In consideration of this Agreement and other valuable consideration and for the purpose of securing payment of the amounts provided for hereunder to DCP by the City, according to the terms and conditions contained herein, and in order to secure the performance and observance of all of the City's covenants and agreements contained herein, the City does hereby grant a security interest in and pledge DCP Project Cost Subaccount described in Section 2.1 hereof and all sums of money and other securities and investments therein to DCP.

Section 4.2. Perfection of Interest.

(a) Upon written request by DCP, the City will establish the DCP Project Cost Subaccount described in Section 2.1 hereof as a segregated fund under the control of an escrow agent, trustee or other fiduciary selected by DCP so as to perfect DCP's interest therein. The cost of establishing and monitoring such a fund (including the cost of counsel to the City with respect thereto) shall be borne exclusively by DCP. In the event such a fund is established under the control of a trustee or fiduciary, the City shall cooperate with DCP in causing appropriate financing statements and continuation statements naming DCP, or its designee, as pledgee of all such amounts from time to time on deposit in the fund to be duly filed and recorded in the

appropriate state offices as required by and permitted under the provisions of the Maine Uniform Commercial Code or other similar law as adopted in the State of Maine and any other applicable jurisdiction, as from time to time amended, in order to perfect and maintain the security interests created hereunder. The costs of setting up such a segregated fund, including any and all fees to third parties such as agents, trustees and attorneys, shall be borne by DCP.

(b) In the event DCP requires the establishment of a segregated fund in accordance with this Section 4.2, the City's responsibility shall be expressly limited to delivering the amounts required by this Agreement to the escrow agent, trustee or other fiduciary designated by DCP. The City shall have no liability for payment over of the funds concerned to DCP by any such escrow agent, trustee or other fiduciary, or for any misappropriation, investment losses or other losses in the hands of such escrow agent, trustee or other fiduciary. Notwithstanding any change in the identity of DCP's designated escrow agent, trustee or other fiduciary, the City shall have no liability for misdelivery of funds if delivered in accordance with DCP's most recent written designation or instructions actually received by the City.

Section 4.3. Further Instruments.

The City shall, upon the reasonable request of DCP, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement; provided, however, that no such instruments or actions shall pledge the credit of the City; and provided further that the cost of executing and delivering such further instruments (including the reasonable and related costs of counsel to the City with respect thereto) shall be borne exclusively by DCP.

Section 4.4. No Disposition of DCP Project Cost Subaccount.

Except as permitted hereunder, the City shall not sell, lease, pledge, assign or otherwise dispose, encumber or hypothecate any interest in DCP Project Cost Subaccount and will promptly pay or cause to be discharged or make adequate provision to discharge any lien, charge or encumbrance on any part thereof not permitted hereby.

Section 4.5. Access to Books and Records.

All books, records and documents in the possession of either of the parties to this Agreement relating to the District, the Development Program, this Agreement and the monies, revenues and receipts on deposit or required to be deposited into the DCP Project Cost Subaccount shall at all reasonable times and upon reasonable notice be open to inspection by both parties to this Agreement, and the agents and employees of the parties to this Agreement.

ARTICLE V DEFAULTS AND REMEDIES

Section 5.1. Events of Default.

Each of the following events shall constitute and be referred to in this Agreement as an "Event of Default":

- (a) Any failure by the City to pay any amounts due to DCP when the same shall become due and payable;
- (b) Any failure by the City to make deposits into DCP Project Cost Subaccount as and when due;
- (c) Any failure by the City or DCP to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the City or DCP to be observed or performed, which failure is not cured within thirty (30) days following written notice thereof; and
- (d) If a decree or order of a court or agency or supervisory authority having jurisdiction in the premises of the appointment of a conservator or receiver or liquidator of, any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings, or for the winding up or liquidation of DCP's affairs shall have been entered against DCP or DCP shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to DCP or of or relating to all or substantially all of its property, including without limitation the filing of a voluntary petition in bankruptcy by the DCP or the failure by DCP to have an involuntary petition in bankruptcy dismissed within a period of ninety (90) consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to DCP
- (e) If any secured lender of DCP accelerates the indebtedness owed to it;
- (f) If any written representation or warranty given to the City by DCP is knowingly incorrect or incomplete in any material respect, other than statements made about or in agreements with the City that were later changed by mutual consent;
- (g) If DCP fails to maintain adequate surety bonding during construction at the levels and terms as may be required from time to time by DCP's secured lenders and/or DCP allows mechanics' liens to encumber the Project for a period of more than sixty (60) days.
- (h) any discontinuance of the District property as "affordable housing," pursuant to the definition contained in Title 30-A M.R.S.A. Section 5246.

Section 5.2. Remedies on Default.

Subject to the provisions contained in Section 8.13, whenever any Event of Default described in Section 5.1 hereof shall have occurred and be continuing, the nondefaulting party, following the expiration of any applicable cure period, shall have all rights and remedies available to it at law or in equity, including the rights and remedies available to a secured party under the laws of the State of Maine, and may take whatever action as may be necessary or desirable to collect the amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements or covenants of the nondefaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder. Further, the non-defaulting party may elect to terminate this Agreement upon 30 days' written notice to the defaulting party.

Section 5.3. Remedies Cumulative.

Subject to the provisions of Section 8.13 below concerning dispute resolution, no remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon any Events of Default to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of an Event of Default shall not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the right to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the parties hereto with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Events of Default be continued or repeated.

ARTICLE VI EFFECTIVE DATE, TERM AND TERMINATION

Section 6.1. Effective Date and Term.

Notwithstanding any other provision of this Agreement, this Agreement is conditioned upon receipt of the Director's unconditional approval of the City's designation of the District and adoption of the Development Program. Following execution and delivery of this Agreement, the Agreement shall not be or become binding and enforceable until receipt of such unconditional approval. Upon receipt of such approval, this Agreement shall remain in full force from the Effective Date of the Development Program and shall expire March 31, 2048 or sooner upon the payment of all amounts due to DCP hereunder and the performance of all obligations on the part of the City hereunder, unless even sooner terminated pursuant to Section 3.4 or any other applicable provision of this Agreement.

The City may terminate this Agreement by delivering written notice of such termination to DCP in the event that DCP does not receive a certificate of occupancy for the project by June 30, 2021.

Section 6.2. Cancellation and Expiration of Term.

At the acceleration, termination or other expiration of this Agreement in accordance with the provisions of this Agreement, the City and DCP shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of this Agreement.

ARTICLE VII ASSIGNMENT AND PLEDGE OF DCP'S INTEREST

Section 7.1. Consent to Pledge, Collateral Assignment Or Grant of a Security Interest.

The City hereby acknowledges that DCP may pledge, assign and grant a security interest in its right, title and interest in, to and under this Agreement as collateral for financing by a bank or financial institution to DCP for the Project, although no obligation is hereby imposed on DCP to make such assignment or pledge. Recognizing this possibility, the City does hereby consent and agree to the pledge and assignment of and the grant of a security interest in all DCP's right, title and interest in, to and under this Agreement and in, and to the payments to be made to DCP hereunder, to third parties as collateral or security for indebtedness or otherwise, on one or more occasions during the term hereof. The City agrees upon request to execute and deliver any assignments, pledge agreements, consents or other confirmations required by the prospective pledgee or assignee or secured party, including without limitation recognition of the pledgee or assignee or secured party as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder and any and all such other documentation as shall confirm to such pledgee or assignee or secured party the position of such assignee or pledgee or secured party and the irrevocable and binding nature of this Agreement, and provide to the pledgee or assignee such rights and/or remedies as the parties may reasonably deem necessary for establishing, perfection and protection of its interest herein. DCP shall be responsible for the City's necessary and reasonable costs of counsel with respect to any such pledge or assignment.

Section 7.2. Transfer.

Except as specified in Section 7.1 hereof, DCP shall not transfer or assign any portion of its rights in, to and under this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

**ARTICLE VIII
MISCELLANEOUS**

Section 8.1. Successors.

In the event of the dissolution, merger or consolidation of the City or DCP, the covenants, stipulations, promises and agreements set forth herein, by or on behalf of or for the benefit of such party shall bind or inure to the benefit of the successors and assigns thereof from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred. Notwithstanding this Section 8.1, unless the City affirmatively approves such corporate action, the City shall have the unilateral right to terminate this Agreement upon the dissolution, merger or consolidation of DCP, and if it exercises such right shall not be obligated to comply with this Agreement thereafter.

Section 8.2. Parties-in-Interest.

Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other

than the City and DCP any right, remedy or claim under or by reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the City and DCP.

Section 8.3. Severability.

In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 8.4. No Personal Liability of Officials of the City.

(a) No covenant, stipulation, obligation or agreement of the City contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the City in his or her individual capacity, and neither the City Council nor any official, officer, employee or agent of the City shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

(b) No covenant, stipulation, obligation or agreement of DCP contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future officer, agent, servant or employee of DCP in his or her individual capacity, and no official, officer, employee or agent of DCP shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 8.5. Counterparts.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

Section 8.6. Governing Law.

The laws of the State of Maine shall govern the construction and enforcement of this Agreement.

Section 8.7. Notices.

All notices, certificates, requests, requisitions or other communications by the City or DCP pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, addressed as follows:

If to the City:

City of Auburn
60 Court Street
Auburn, ME 04210
Attn. City Manager

With a copy to:

Bernstein Shur
100 Middle Street
P.O. Box 9729
Portland, Maine 04104-5029
Attn: Shana Mueller, Esq.

If to DCP:

Developers Collaborative Predevelopment LLC
100 Commercial Street, Suite 414
Portland, Maine 04101

With a copy to:

Maurice A. Selinger, III, Esq.
Curtis Thaxter LLC
P.O. Box 7320
Portland, Maine 04112

Either of the parties may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

Section 8.8. Amendments.

This Agreement may be amended only with the concurring written consent of both of the parties hereto.

Section 8.9. Records.

The City shall maintain records which are adequate in all respects to make the calculation of Increased Assessed Value and Tax Increment Revenues required to calculate the deposits into the Development Program Fund hereunder, and shall provide to DCP, upon request by DCP, a summary of such calculations.

Section 8.10. Reserved.

Section 8.11. Integration.

This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the City and DCP relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

Section 8.12. Reserved.

Section 8.13. Dispute Resolution.

In the event of a dispute regarding this Agreement or the transactions contemplated by it, the parties hereto will use all reasonable efforts to resolve the dispute on an amicable basis. If the dispute is not resolved on that basis within sixty (60) days after one party first brings the dispute to the attention of the other party, then either party may refer the dispute for resolution by one arbitrator mutually agreed to by the parties, and judgment on the award rendered by the arbitrator may be entered in any Maine state court having jurisdiction. Any such arbitration will take place in Auburn, Maine or such other location as mutually agreed by the parties. The parties acknowledge that arbitration shall be the sole mechanism for dispute resolution under this Agreement. Provided however, that in the event the parties are unable to agree, within a reasonable period, on the selection of an arbitrator, either party may file suit to resolve the dispute in any court having jurisdiction within the State of Maine. This arbitration clause shall not bar the City's assessment or collection of property taxes in accord with law, including by judicial proceedings, including tax lien thereof.

Section 8.14. Tax Laws and Valuation Agreement.

The parties acknowledge that all laws of the State now in effect or hereafter enacted with respect to taxation of property shall be applicable and that the City, by entering into this Agreement, is not excusing any non-payment of taxes by DCP. Without limiting the foregoing, the City and DCP shall always be entitled to exercise all rights and remedies regarding assessment, collection and payment of taxes assessed on DCP's property. In addition, the Development Program makes certain assumptions and estimates regarding valuation, depreciation of assets, tax rates and estimated costs. The City and DCP hereby covenant and agree that the assumptions, estimates, analysis and results set forth in the Development Program shall in no way (a) prejudice the rights of any party or be used, in any way, by any party in either presenting evidence or making argument in any dispute which may arise in connection with valuation of or abatement proceedings relating to DCP's property for purposes of ad valorem property taxation or (b) vary the terms of this Agreement even if the actual results differ substantially from the estimates, assumptions or analysis.

IN WITNESS WHEREOF, the City and DCP have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by the duly authorized officers, all as of the date first above written.

WITNESS:

CITY OF AUBURN

By: _____

Name:

Its City Manager, Duly Authorized by the City
Council at its meeting on June 19, 2017

WITNESS:

DEVELOPERS COLLABORATIVE
PREDEVELOPMENT LLC

By: _____

Name: Kevin Bunker, its Manager

EXHIBIT 1

Copy of District Map

DRAFT

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



Leroy Walker, Ward Five
Grady R. Burns, At Large
David C. Young, At Large

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 109-11202017

WHEREAS, The City of Auburn (the "City") designated the **477 Minot Avenue Municipal Development and Tax Increment Financing District (#21)** (the "District") and adopted a development program (the "Development Program") for the District on June 19, 2017; and

WHEREAS, in the course of reviewing the application before submittal to MaineHousing, it was determined that the City should hold an additional public hearing and vote on this Council Order to verify items about the District prior to submittal of the Tax Increment Financing application and Credit Enhancement Agreement to MaineHousing.

ORDERED AS FOLLOWS:

Section 1. Authorize and direct the City Manager to update the Development Program and Credit Enhancement Agreement with the following statements:

- a) The development program and credit enhancement agreement will be amended to begin in tax year 2017 to ensure a 30 year timeframe.



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: November 20, 2017 **Order:** 110-11202017

Author: Christine M. Mumau, HR Director

Subject: Authorization for the City Manager to execute the Collective Bargaining Agreement for the Police Patrol Unit covering 7/1/17 through 6/30/2020.

Information: The Patrol Contract expired effective 6/30/17. The City and Maine Association of Police, representing Patrol Officers, and Detectives have been negotiating a successor contract since that time. The staff and the Patrol and have reached an agreement.

City Budgetary Impacts:

- 2% COLA; Reserves right to reopen in 2019 on wages
- Patrol and Detective schedule modifications have been added to Article 12
- Increase HRA coverages to 100% of Out of Pocket Maximums

Staff Recommended Action: The City Council vote passage of this resolve.

Previous Meetings and History: July 17, 2017

City Manager Comments:

I concur with the recommendation. Signature: Peter J. Coulton

Attachments: Map (Maine Association of Police) Patrol Unit Contract for 7/1/17 through 6/30/2020, with changes noted.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF AUBURN

AND

MAINE ASSOCIATION OF POLICE

PATROL AND DETECTIVE UNIT

July 1, 2017 - June 30, 2020

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COLLECTIVE BARGAINING AGREEMENT

This Collective Bargaining Agreement ("Agreement") is entered into between the CITY OF AUBURN, a Maine municipal corporation hereinafter referred to as the "City" or "Employer" and the MAINE ASSOCIATION OF POLICE, hereinafter referred to as the "Union."

ARTICLE 1 - PREAMBLE

Pursuant to the provisions of the Municipal Public Employees Labor Relations Act (Title 26, M.R.S. §§ 961 -974 (as amended) the parties hereto have entered into this Agreement in order to establish mutual rights, preserve proper Employee morale and promote effective and efficient operations.

ARTICLE 2 - RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for all police officers, excluding supervisory positions, in the Auburn Police Department as referred to by the Maine Labor Relations Board Certification dated March 4, 1988 (collectively referred to herein as the "Employees" and each referred to individually as an "Employee," "Officer" or "Police Officer").

ARTICLE 3 - UNION SECURITY

Section 1 - Membership

Membership in the local Union is not compulsory. Employees have the right to join, not join, maintain or drop their membership in the local Union. Neither party shall exert any pressure on or discriminate against an Employee in regards to such matters.

Section 2 - Union Dues

In accordance with the policy set forth above, all employees who are Union Employees shall, as a condition of membership, pay to the local Union the local Union's regular and usual initiation fee and its regular and usual dues. For present employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

Section 3 - Union Services

Any present or future Employee who is not a Union Employee, who utilizes Union services for processing grievances shall pay the Union for said services according to the following schedule:

Union Representative.....	\$100.00/hour
Legal Representative.....	\$125.00/hour

Any Employee who chooses to pay representation fees shall also pay all costs of arbitration including witness fees.

ARTICLE 4 - MANAGEMENT SECURITY/NO STRIKES

Neither the Union, its officers nor agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction or support any strikes, slowdowns, or the stoppage of work. In the event that any Employee violates this Article, the Union shall verbally notify any such Employee within 24 hours (with written confirmation) to cease and desist from such action and shall instruct him/her to

immediately return to their normal duties. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined.

ARTICLE 5 - CHECK OFF

The City agrees to cooperate with the Union in facilitating the deduction of the regular monthly Union dues for those employees in the unit who are Union Employees and who request in writing to have their regular monthly dues checked off. The City will forward all such dues to the Union in a timely manner. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the Department under the provisions of this Article.

ARTICLE 6 - MANAGEMENT RIGHTS

It is recognized that, except as expressly stated herein, the City shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Department in all of its various aspects, including, but not limited to, the rights to direct the working forces; to plan, direct and control all the operations and services of the Department; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment or facilities.

ARTICLE 7 - UNION ACTIVITIES

Section 1- Time off for Union Activities

The Employer agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any Employee designated by the Union to attend a labor convention or to serve in any capacity or other official Union business, provided two weeks written notice is given to the Employer by the Union specifying length of time off and the reason. The Union agrees that, the City may deny said request if it deemed that said request would cause a disruption of the Employer's operations due to lack of available employees.

Section 2 - No Discrimination because of Union Activities

Any Employee acting in any official capacity whatsoever shall not be discriminated for his/her acts as a member of the Union, so long as such acts do not interfere with the conduct of the Employer's business, nor shall there be any discrimination against any Employee because of Union membership or activities.

Section 3 - Access to Premises

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues and ascertaining that the Agreement is being adhered to provided, however, that there is no interruption of the City's working schedule as determined by the Chief of Police.

Section 4 - Bulletin Board

The City agrees to provide suitable space for and maintain a bulletin board at the Police Department. The Union shall limit its use of the bulletin board to official Union business such as

meeting notices and Union bulletins.

Section 5 - Negotiating Team

Members of the negotiating team shall be allowed reasonable time off without loss of benefits to represent the Union on all negotiations with the City concerning the collective bargaining agreement. The President of the Union shall annually provide the Chief with a list of Employees on the Union Negotiating Team.

ARTICLE 8 - UNION PRESIDENT

Section 1 - Duties

The City recognizes the right of the Union to elect a Union President and Alternates. The authority of the Union President and Alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- a. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
- b. The collection of dues when authorized by appropriate local union action;
- c. The transmission of such messages and information which shall originate with and are authorized by the local Union or its officers, provided such messages and information have been reduced to writing.

Section 2 - Report

The Union President, or his designee, shall be permitted to investigate, present and process grievances on or off the property of the Employer. The Union President, or designee, shall present to the Police Chief a written monthly report outlining time spent on processing grievances should there be any that month.

ARTICLE 9 - MEMBERS' RIGHTS

Section 1- Discharge and Suspension

- A. Whenever an Employee is called in by a Supervisory Employee for questioning under circumstances where discipline appears to be a possible result, the Employee shall be entitled to Union representation, if he/she so desires, in accordance to the provisions of Article 3 -- Union Security and Article 13, Section 6 -- Probationary Period.
- B. The Employer shall not discipline any Employee without just cause. In all cases involving the discharge or suspension of an Employee, the Employer within twenty (20) administrative working days of the date that the Employer became aware of, or should have become aware of, the incident warranting the suspension or discharge, notify the Employee in writing of discharge or suspension and the reasons thereof. Notification shall also be given to the Union President and a copy mailed to the local Union office within seven (7) calendar days from the time of the discharge or suspension.
- C. Any Employee discharged or otherwise terminated must be paid in full for all wages owed him by the Employer, including earned vacation pay and prorated educational incentive, and mandatory training due at the next pay period following the date of discharge.

- D. An Employee wishing to appeal a suspension or discharge shall utilize the grievance procedure set forth in Article 10.

Section 2. Investigation of Police Misconduct

Officers of the Auburn Police Department hold a unique status as public officers, and the security of the City and its citizens depends to a great extent upon the manner in which Employees of the department perform their many duties. Out of such contacts and relationships with the public, questions may arise concerning the actions of Employees of the force. Such questions may require prompt investigation by superior officers designated by the Chief of Police or other competent authority. The Chief or designee shall investigate all such concerns. Where probable cause is found, the Employee will be notified of the investigation and nature of the concern. If diligent efforts to notify the Employee fail, then the investigator shall notify a Union representative. The Employee and the Union will also be notified by letter within seven (7) days of the determination of probable cause. Where no probable cause is determined, the investigation will terminate and the record shall not become part of the Employee's personnel file.

To insure that such investigations are conducted in a manner conducive to good order and discipline, while observing and protecting the individual rights of each Employee of the department, the following rules of procedure are established:

- A. To the extent possible, the interrogation will be conducted at a reasonable time taking into consideration the working hours of the Employee and the legitimate interests of the department. The Employee conducting the interrogation shall advise the Employee that an official investigation is being conducted. The investigating Employee shall inform the Employee of the nature of the alleged conduct which is the subject matter of the interrogation and, unless circumstances warrant anonymity, shall identify the complainant.
- B. If it is known that the Police Officer being interrogated is a witness only, he shall be so informed. An Employee shall be afforded forty-eight (48) hours' notice, unless an emergency exists or such right is waived, to contact or consult privately with an attorney or other counsel, prior to being interviewed.
- C. In any case in which a Police Officer has been identified as a suspect in a criminal investigation, the interrogation shall be tape-recorded and the tape shall be preserved by the investigating Employee until the investigation is completed and all charges dropped or processed to conclusion. At his request, the Employee or his attorney may listen to, transcribe or copy all or any portion of the tape.
- D. The interrogation shall be conducted with as much confidentiality as possible. The interrogation of an Employee suspended for violating department rules and regulations, shall be limited to questions which are related to the Employee's performance regarding the alleged violation.
- E. If the Police Officer is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be afforded all rights granted under such circumstances to other persons.

- F. In all cases in which an Employee is interrogated concerning a serious violation of departmental rules and regulations which, if proven, would be likely to result in his removal from the department, and where the same can be accomplished without reasonably delaying or impeding the investigation, he shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of his choosing and/or a representative of the Union before being interrogated, and his attorney and/or a representative of the Union may be present during the interrogation but may not participate in the interrogation except to counsel the Employee.
- G. If the Employee under the investigation is requested to submit to a polygraph examination, he or she will be furnished a list of questions which will be asked prior to the commencement of the examination. Questions shall be specific in nature and shall pertain to the accusation. If an Employee is requested to submit to any other type of test, he or she will be advised of the type of test and the Employee will be afforded an opportunity to obtain a similar independent test, if available. Before an Employee is requested to submit to a polygraph examination, the City shall have a written signed accusation of wrong doing against the Employee under investigation. Before any accused Employee is subjected to a polygraph examination the accuser will be tested first.
- H. The investigation will be conducted without unreasonable delay and the Employee will be advised of the final investigation.

Section 3 - Personnel Files

- A. Insofar as permitted by law, all personnel records, including home addresses, telephone numbers, and pictures of Employees shall be confidential and shall not be released to any person other than officials of the department and other City Officials, except upon a legally authorized subpoena or written consent of the Employee.
- B. Upon request, an Employee shall have the right to inspect his or her employee personnel file. The inspection shall be conducted during regular business hours and shall be conducted under the supervision of the Department. An Employee shall have the right to make duplicate copies for his own use. No records in the official personnel file shall be withheld from an Employee's inspection. A Employee shall have the right to have added to his official personnel file a written refutation of any material which he considers detrimental.
- C. No written reprimand which has not previously been the subject of a hearing shall be placed in an Employee's official personnel file unless the Employee is first given the opportunity to see a copy of the reprimand. Within five days thereafter, the Employee may file a written reply. If the Chief thereafter places the written reprimand in the Employee's official personnel file, he shall also include the reply.
- D. After two years, any Employee may request that single incidents be purged from his official personnel file. The request shall be submitted to a three Employee labor- management committee composed of a Union Representative, the Chief or his representative, and the City

Manager or his/her representative. The Committee shall determine whether or not the request should be granted. The decision of the Committee shall be final. Requests for purging may be made only once in a two-year period for each individual incident.

- E. Incidents of Sustained or Exonerated sexual harassment shall not be purged from the personnel file. "Exonerated" is defined as acts which did occur but which were justified, lawful and proper. "Sustained" incidents are those in which the investigation disclosed sufficient evidence to clearly prove the allegations made in the complaint.

ARTICLE 10 - GRIEVANCE PROCEDURE

Section 1- Definition

A grievance shall be defined as any dispute or disagreement raised by an Employee against the City involving interpretation or application of the specific provision of this Agreement. All grievances shall be settled in the following manner:

Step 1. The aggrieved Employee(s) (with or without the Union President) shall report, in writing, his grievance to the Deputy Chief within five (5) administrative working days of the event which caused the grievance, unless the event which caused the grievance involved economic issues, in which case the aggrieved Employee(s) shall report the grievance in writing with ten (10) administrative working days. The Deputy Chief shall attempt to resolve or settle the dispute within five (5) administrative working days of its presentation and shall report his action to the Employee. This step may be by-passed with the mutual consent of the grievant, the Union President and the Chief of Police.

Step 2. If the grievance is not settled at Step 1, the Employee may present the dispute to the Chief of Police within five (5) administrative working days following the report of the supervisor. The Chief of Police shall attempt to resolve or settle the dispute and shall submit a written report of his action to the Employee within five (5) administrative working days of its presentation.

Step 3. If the Chief of Police's action is not satisfactory to the Employee, the Employee may appeal the case to the City Manager within five (5) administrative working days of the report of the Chief of Police. The Manager shall forthwith consider the appeal and shall reach a decision within ten (10) administrative working days of receipt of the Employee's appeal. The failure of the City Manager to respond in writing within the time limits set forth in this step shall be deemed to constitute a denial of the grievance, and such failure to respond shall not bar the Employee's right to process the grievance to the next step. Time shall be of the essence in the reporting and appealing of all grievances.

Step 4. In the event that the grievance remains unresolved and the decision of the City Manager is unsatisfactory, the Union may submit any or all of the issues involved to binding arbitration by giving written notice of such intention within seven (7) administrative working days after receiving the decision of the City Manager. If the parties are unable to agree upon an impartial arbitrator within seven (7) administrative working days of the date when notice of intent to proceed with arbitration is given, either party may request the appointment of an arbitrator by the Maine Board of Arbitration and Conciliation, and proceedings shall thereafter be taken in accordance with the rules of the Maine Labor Relations Board. The decision of the Arbitrator shall be final and binding upon all parties.

The Arbitrator shall have no authority to add to, subtract from, or modify any provision of this Agreement or impose on either party hereto a limitation or obligation not explicitly provided for in this Agreement.

Section 2 - Pay Records

The local Union or its authorized representative shall have the right to examine time sheets and any other record pertaining to the computation of compensation of any individual or individuals whose pay is in dispute or records pertaining to a specific grievance. However, it is specifically understood such requests shall be in writing and at a time convenient to the Chief of Police.

Section 3 - Time Limits

The time limits for the processing of grievances may be extended verbally subject to written confirmation of both parties.

Section 4 – Initiation

All grievances shall be initiated no later than five (5) administrative working days after the occurrence of the Event giving rise to the grievance; ten (10) administrative working days if economic issues are involved.

Section 5 - City Grievance

Should the City feel aggrieved as the result of the interpretation or application by the Union of any provision in this Agreement, the City may seek adjustment of said grievance in the foregoing manner, except that the procedure may be initiated at Step 4.

ARTICLE 11 - SENIORITY

Section 1 - List

A seniority list shall be established naming all the employees covered by this Agreement, with the Employee with the greatest seniority (years of service) listed first. Seniority shall be based upon the Employee's last date of hire. Seniority, for the purposes of this Agreement, shall be interpreted to mean length of continuous service only, and shall be the governing factor in all matters affecting lay-off and recall and vacation assignments provided all other qualifications are equal. Work assignments shall be made on the basis of seniority except that changes can be made by supervisory personnel to enable officers to remain familiar with all beat assignments. Beat assignments will not be used as disciplinary action, but consistent with the mission and best interest of the Police Department.

Section 2 - Layoff

In the event it becomes necessary for the City to lay off employees for any reason(s), employees shall be laid off in the inverse order of their seniority, by classification. All affected employees shall receive a two (2) calendar week advance notice of layoff and the City shall meet with the affected employees prior to the actual occurrence of layoff. Employees shall be recalled from layoff according to their seniority.

Section 3 - Posting

The seniority list shall be made available to the Union within thirty (30) days after the signing of this Agreement and posted on the department bulletin board. Corrections to the seniority list shall be made within thirty (30) days of such posting. After such thirty (30) day period, the seniority list shall be deemed correct.

ARTICLE 12 - WORKWEEK

Section 1 - Work Schedule

Patrol Officers and Detectives shall be employed for a work week averaging forty (40) hours per week. Patrol Officers assigned to the Road Patrol division will work 3 consecutive days followed by 3 consecutive days off. With the exception of four eight (8) hour training days per calendar year to be scheduled by the City, Road Patrol officers assigned to the day shift will be assigned one of the following shifts: 0600-1700, or 0800-1900, taking into account, but not exclusively based on, seniority. With the exception of four eight (8) hour training days per calendar year to be scheduled by the City, Road Patrol officers assigned to the night shift will be assigned to one of the following shifts: 1700-0400, or 1900-0600, taking into account, but not exclusively based on, seniority.

The Detectives shall work a 40 hour schedule and shall be assigned either Monday through Thursday from 0700 to 1700 hours or 0800 to 1800 hours, or Tuesday through Friday 0700 to 1700 or 0800 to 1800 hours, taking into account, but not exclusively based on, seniority.

The Patrol and Detective Schedules as set forth above shall not be changed unilaterally by the City. These schedules can only be changed through negotiations of the parties. Regardless of the preceding language, the schedules set forth above may be suspended and the City may impose, in its sole discretion, a new schedule as reasonably required to ensure minimum staffing needs and to control overtime and other labor costs, in the event of the following:

- A. the City Council reduces the number of authorized sworn officers assigned to the Road Patrol division below 22;
- B. the Department experiences a temporary shortage in the number of sworn officers assigned to the Patrol Division and able to perform patrol duties below 22, or if the total number of Employees subject to this Agreement and able to perform patrol duties falls below 30 regardless of current assignment, due to staffing vacancies or leave that is protected by state or federal law, and which shortage continues for at least 30 days; or
- C. the occurrence of a Public Safety Event as defined below.

For purposes of the preceding paragraph, the term "Public Safety Event" shall mean an Act of God or Nature, fire, flood, explosion, civil disorder, strike, lockout or other labor trouble, material shortages of utilities, equipment, materials or facilities, delay in transportation, breakdown or accident, riot, war, terrorist attack or other cause beyond the City's control that requires extraordinary use of public safety resources and staffing levels, provided that the City shall notify the Union promptly of such event.

The schedules set forth above shall resume as soon as practicable following the conclusion of the Public Safety Event. For purposes of Paragraphs A and B above, once the authorized number of sworn officers assigned to the Road Patrol Division returns to 22, or the total number of Employees subject to this Agreement reaches 30, whichever occurs first, the Patrol and Detective Schedules shall be reinstated at the Department.

Section 2 - Call Back

Employees called back to work shall receive a minimum of three (3) hours pay for the work for which they are called back at time and one half (1 1/2) the straight time hourly rate.

Section 3 - Overtime

Employees may be assigned to overtime work at the discretion of the Employer. Employees shall be required to work overtime unless excused by the Employer. Overtime shall be paid at the rate of time and one half (1 1/2) for all hours exceeding forty (40) hours, the normal work week, but this will not be a factor in computing overtime for that week.

Section 4 - Compensatory Time

Patrol Officers and Detectives may elect, at their option, to accrue compensatory time at the rate of one and one-half hours for each hour of overtime worked.

Patrol Officers and Detectives may accumulate up to eighty (80) hours of compensatory time per contract year.

A request to use compensatory time, in excess of five (5) hours, must be made to the Chief or his/her designee forty-eight (48) hours prior to the requested shift off, unless there is an emergency which prevents it. Notwithstanding, requests for use of compensatory time may be approved by the Supervisor in-charge of the shift for which the compensatory time off is requested.

Compensatory time shall be granted at such time and in such time blocks as are mutually agreed upon between the involved Employee and his supervisor; permission to utilize compensatory time off shall not be unreasonably denied by the supervisor if operating requirements will not be adversely affected and when no replacement is required. Patrol Officers and Detectives will use up all accrued compensatory time before the end of the fiscal year, unless mutually agreed upon by the Employee and the Police Chief. Any unused compensatory time shall be paid in the last pay day of the fiscal year at the Employee's overtime rate.

ARTICLE 13 - WAGES

Section 1- Wage Schedule

The Employees in this bargaining unit will be paid according to the following wage scale for the duration of this contract:

2% COLA for 7/1/17 to 6/30/18	Probation	1-4 yrs	5-9 yrs	10+ yrs
Annual	\$41,339.38	\$44,646.42	\$49,117.16	\$57,686.30
Weekly	\$794.99	\$858.59	\$944.56	\$1,109.35
Hourly	\$19.87	\$21.46	\$23.61	\$27.73
2% COLA for 7/1/18 to 6/30/19				
Annual	\$42,166.17	\$45,539.35	\$50,099.50	\$58,840.03
Weekly	\$810.89	\$875.76	\$963.45	\$1,131.54
Hourly	\$20.27	\$21.89	\$24.09	\$28.29

2% COLA for 7/1/19 to 6/30/20				
Annual	\$43,009.49	\$46,450.14	\$51,101.49	\$60,016.83
Weekly	\$827.11	\$893.28	\$982.72	\$1,154.17
Hourly	\$20.68	\$22.33	\$24.57	\$28.85

This wage scale shall have retroactive effect to July 1, 2017. The wage scale for Detectives shall be 5% above the corresponding patrol step upon promotion. An Employee's step progression is subject to eligibility and performance evaluation. **This Article 13, Section 1, may be reopened by either party, solely on the issue of wages for the year beginning July 1, 2019 and ending June 30, 2020, during the last six months of the 2018-2019 fiscal year. A party desiring to reopen the Agreement must do so by serving written notice on the other party not earlier than January 1, 2019 and not later than February 1, 2019.**

Section 2 - Lateral Entry

New employees who are currently certified as a Patrol Employee and have recently served as a full-time law enforcement Employee may be recognized with up to six (6) years of experience. Such employees, at the discretion of the Chief, may be placed on the wage schedule recognizing their years (years rounded to the nearest year) of experience as if they had been with the Auburn Police Department. The Chief shall determine such placement at the time of hire only. Employees with lateral entry for pay purposes shall be eligible for promotion only after completing three (3) consecutive years of service with the City of Auburn Police Department.

Section 3 - Educational Incentive Program/ Tuition Reimbursement

100% Tuition Reimbursement Program - Officers will be entitled to the 100% of tuition reimbursement for college courses under the following conditions:

- The course is work related, or part of a degree program that is work-related. The Police Chief has the sole discretion to determine whether courses are work-related.
- The Employee provides advance notice of his/her intent to take a college course upon request of the Police Chief.
- The Employee must complete the course with a grade C or better.
- The maximum tuition payment will be based upon the cost per credit hour of the in-state tuition of the University of Southern Maine
- The Employee will participate to the fullest extent possible in education financial aid programs sponsored by the Federal and State Governments and in private scholarship programs.

Educational Incentive Payments in Base Pay – Police Officers employed as of 3-21-11 who have not participated in the Tuition Reimbursement Program described above (“Eligible Employees”) may opt to receive education incentive payments as part of their base hourly pay, in lieu of participating in the Tuition Reimbursement Program. Eligible Employees with an Associate's Degree may receive \$0.17 added to their base hourly pay; Eligible Police Officers with a non-law enforcement BA/BS degree may have \$0.20 added into their base hourly rate; and Eligible Police Officers with a law enforcement BA/BS Degree may have \$0.34 added into their base hourly pay. Police Officers hired after 3/21/11 are not Eligible Employees for purposes of this paragraph. In addition, once an Employee opts to receive benefits under the Tuition Reimbursement Program described in the preceding paragraph, he/she will no longer be deemed an Eligible Employee for purposes of this paragraph.

EMT Licensure - The City will pay for an Employee's re-licensing fees to maintain his/her current EMT license.

Section 4 - Detective On-Call Pay

Detectives shall be on-call on a rotating basis to provide investigative services during non-scheduled hours. Rotation schedules will be established by the Support Services Division Commander or the Criminal Investigation Unit Supervisor. The schedule shall be based on equal opportunities for all the Detectives to the extent possible. The weekly on-call periods of time shall run from 8:00 a.m. on Monday to the next Monday at 8:00 a.m. The Detective who is on-call will receive a weekly payment of \$275.

The on-call Detective's duties are to be ready, willing and able to respond to calls for service on short notice. To this end, the on-call Detective shall at all times be reachable by the Police Department and have arrangements in place so that he/she can respond in the short term to these emergent situations. When actually called back the Detective shall provide what services are necessary to handle the situation until it is sufficiently under control so that he/she can return to his/her regularly scheduled time off. The called-back Detective shall orally inform the on-duty Watch Commander of his or her activities before leaving the active duty. Notification to the Support Services Commander may be necessary as he/she deems appropriate. The called-back Detective shall be paid the call back stipend pursuant to Article 12, Section 2.

Section 5 – Incentive Pay and Expenses for Special Assignments

Animal Control Officer

The base hourly rate for the Department's Animal Control Officer shall be increased by 5% for so long as he or she holds this position.

K-9 Officer

The base hourly rate of the Department's K9 Officer shall be increased by 5% for so long as he or she holds this position. The City shall provide for reasonable animal boarding fees, food, and other costs normally associated with the care and support of animals owned by the City. The City shall have the right to pre-approve all such canine costs in advance and to establish reasonable limitations on the amount of time and the locations at which City owned canines may be boarded with a third party. The City's past practice of paying the canine Employee for 3 hours of non-work time per week as compensation for animal maintenance expenses, is hereby eliminated.

Field Training Officers

Field Training Officers ("FTO") shall receive a 5% increase in their applicable base hourly rate of pay for time actually spent training new Employees of the department. The duties of the Field Training Officers shall be as follows:

- Field Training Officers will attend evaluation meetings to discuss the strengths, weaknesses, remedial training efforts and suggestions for the future training of their trainee. These meetings will offer an opportunity for the FTO officers to discuss the progress and problems pertaining to each new officer. FTO officers shall receive their 5% increase for time spent during these meetings.

- The FTO will produce a Daily Observation Report (DOR) at the end of each shift, as an evaluation of the trainee for that particular day.
- The FTO will maintain the Training Briefs and Patrol Duty List located in the Field Training manual, which is a short record of incidents that the trainee officer has been exposed to.
- FTOs will ensure that all daily quizzes are completed. No advanced assistance with the answers will be provided.
- Provide guidance and control of officers in the program.
- Complete any other duties as assigned by the Field Training Coordinator.

Section 6 - Probationary Period

All new employees shall serve a probationary period and shall have no seniority rights during this period. The City shall have the right to terminate or otherwise discipline any probationary Police Officer for any reason and such termination or discipline shall not be subject to the grievance procedure.

The probationary period for employees who are hired and have completed the M.C.J.A. or who have been re-certified shall be twelve months. These employees shall be hired at the first step of the pay plan subject to Section 2 above.

The probationary period for employees who are hired and have completed equivalent training in another state shall be twelve (12) months from the date that the M.C.J.A. accepts the out-of-state training.

The probationary period for employees who are hired and have not completed the M.C.J.A. or who have not received equivalent training shall be for twelve (12) months after completion of the M.C.J.A.

After successful completion of the probationary period, the time served will be considered in computing seniority.

During the probationary period written evaluations will be prepared at the completion of every three (3) months.

The probationary period may be completed at the end of six (6) months at the discretion of the Chief.

For purposes of pay, anniversary will be determined by start date at the Academy.

Section 7 - Cafeteria Benefit Plan

This section combines the Wellness Account and the Multiple Choice Benefit Plan into one Cafeteria Benefit Plan. The City will contribute for all permanent employees covered by this agreement

\$800 annually to each Cafeteria Benefit Plan. Employees will contribute a minimum of \$150, through payroll deduction, to the Plan. Employees may also contribute during open enrollment an amount equivalent to the cash value of up to four sick leave incentive days to the Plan. Said days will be computed at the Employee's current hourly rate x the number of hours in the Employee's normal scheduled work shift (excluding overtime). Reimbursements must be in accordance with the rules of the Cafeteria Benefit Plan and be in compliance with all applicable IRS Regulations.

ARTICLE 14 – IN-SERVICE TRAINING

The Police Chief shall make available to all Police Officers covered by this Agreement training as required by the MCJA Training Standards. Employees shall be paid one and one-half (1 1/2) times their regular hourly rate of pay for all hours of training received. Officers will be paid for training in the payroll period in which it was earned.

It is the intent to make available to all employees, as best as can be scheduled, an equal number of training hours. Attendance at in-service training will be excused if training is scheduled for the Police Officers, covered by this agreement, on days off prior to or after their scheduled vacation.

ARTICLE 15 - HOLIDAYS

The following days shall be observed as holidays by all regular employees in the bargaining unit:

New Year's Day	Labor Day
Presidents Day	Columbus Day
Patriot's Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Officers shall receive, in addition to regular weekly wages, one fourth (1/4) of his/her weekly wages for each holiday. An Employee will receive an additional one half pay of the Employee's base hourly rate for any hours actually worked on Thanksgiving and/or Christmas, as long as it is his/her regularly scheduled day. Detectives, at their option, may elect to work or not to work on holidays. If a detective opts not to work a holiday which falls on his/her regularly scheduled day, the detective will receive his/her regular weekly pay, but no additional holiday pay.

Officers shall be entitled to two (2) floating holidays. Officers shall be granted one (1) personal day. Personal days shall be scheduled when no replacement for the Employee is required. Personal days shall be taken in one (1) day increments.

ARTICLE 16 - VACATIONS

Section 1 - Accrual

Each Employee in the bargaining unit shall be entitled to twelve (12) working days per year of vacation leave with full pay after completion of six (6) months employment. All employees having worked for the City for a period of not less than eight (8) years nor more than seventeen (17) years shall be entitled to sixteen (16) working days each year. At eighteen (18) years an Employee shall be

entitled to twenty (20) working days of paid vacation leave.

If an Employee is in an acting rank capacity that carried a different work schedule, the vacation accrual will reflect the schedule under which he/she worked for the majority of the month.

Vacation leave will be accrued monthly at the end of the month. The month in which employment begins or ends will be counted as a month of service if employment begins before the 16th or ends after the 15th day of the month. Any absence from duty for which sick leave is paid shall not constitute a break in the service record for the accumulation of vacation leave. Unused vacation days may accrue from one year to the next but at no time shall exceed a total accumulation of 330 hours. Accumulated vacation leave, subject to the maximum allowed, shall be paid to an Employee upon separation after six (6) months employment or upon death, with no minimum employment, to his or her beneficiary. The payment shall be made in one lump sum. Computation of the value of each hour paid shall be determined by utilizing the straight hours wage.

Scheduling and/or approval of vacation leave shall be the responsibility of the Chief of Police or his/her designee, who shall ensure that vacations do not significantly interfere with the work and efficiency of the department. Provisions shall be made, however, so that no Employee forfeits any vacation leave.

Vacation utilization authorized shall not exceed the balance available to the Employee by more than one (1) day. With the permission of the Chief of Police an Employee may be allowed to "borrow" one day's leave in advance but at no time may an Employee "owe" the City more than one (1) vacation day. All overtime will be covered by sworn regular officers pertaining to this article.

ARTICLE 17 - SICK LEAVE

Each Employee shall be entitled to paid sick leave which is to be earned at the rate of eight (8) hours or one (1) working day, whichever is greater, for each calendar month of service. Unused sick leave may be accumulated to a maximum of one-thousand-six hundred fifty hours (1650). Sick leave credit will continue to accrue while an Employee is on sick leave. Sick leave may also be granted to an Employee because of illness of a member of the Employee's "immediate family" which is defined as spouse, child or parent. Sick leave will be deducted on an hour for hour basis.

One half (1/2) of an Employee's accrued and unused sick leave, subject to a maximum of four hundred (400) hours or fifty (50) working days, whichever is the greater, shall be paid to an Employee upon retirement or pension or to his beneficiary upon death. The City, through appropriate supervisory personnel, may request documentation in cases of suspected single day patterned abuse of sick leave.

For officers who are at the sick leave maximum accumulation, the City will continue to grant one vacation day for every two sick days not used

For an Employee not at maximum sick leave accumulation, the Employee will be granted one sick leave incentive day, up to a maximum of four days per year if he/she does not use sick leave in the periods listed below.

First sick leave Incentive period starts July 1st and ends September 30th.

Second Sick Leave Incentive period starts October 1st and ends December 31st.

Third Sick Leave Incentive Period starts January 1st and ends March 31st.

Fourth Sick Leave Incentive period starts April 1st and ends June 30th.

For the purposes of this provision, sick leave donated to a catastrophic sick leave bank shall not be interpreted as sick leave use. The Employee may either use the sick leave incentive day as a day off, or may elect to contribute up to four sick leave incentive days to the Cafeteria Benefit Plan during annual open enrollment. The value of the wellness account may not exceed the limit noted in Article 20, Section 4. The day may only be taken on a day when the Employee does not have to be replaced. During the contract year an Employee can elect to convert two sick days (not sick incentive days) into cash value, at current hourly rate of pay, to be applied to the Employee wellness account.

The City reserves the right to request documentation such as a note from a treating physician, in cases of suspected sick leave abuse. Any Employee determined by the Employer to be abusing sick leave shall be subject to discipline or discharge. Any individual calling in sick for his/her assigned shift shall not be eligible for an extra or outside job for a period of twenty-four (24) hours after the beginning of the shift for which he/she called in sick. This is not intended to apply to court appearances.

ARTICLE 18 - OTHER LEAVES

Section 1 - Leave of Absence

An Employee may be granted a leave of absence without pay by the City Manager on recommendation of the Police Chief with such leave not to exceed one (1) year in length. The granting of the leave shall protect the Employee's existing continuous service for the leave period but shall not count as service time for Maine State Retirement, nor shall vacation or sick leave accrue during the absence, nor will the Employee receive pay for municipal holidays.

For the purpose of this section, leaves of absence shall be defined as any leave without pay, of more than two (2) weeks in duration, which is for personal reasons of the Employee, and which is not occasioned by illness of the Employee.

Section 2 - Military Leave

Any Employees of the bargaining unit who are members of the organized military reserves and who are required to perform field duty, will be granted reserve service time, in addition to normal vacation leave in accordance with Uniformed Services Employment and Reemployment Rights Act (USERRA) as well as all applicable federal and state statutes. In order for the Chief of Police to accommodate military leave and to provide adequate staffing of the department, the Employee must provide a copy of the written orders as soon as possible after they are received. For any such period of service leave, the City will pay the difference (if any) between the service pay and the Employee's base pay except as hereinafter provided. Pay received shall not exceed base weekly pay.

Section 3 - Jury Duty

An Employee will be granted special leave, as required, for jury duty or performance of other civic duty requiring appearance in court or before another public body. The Employee shall be paid the difference (if any) in compensation between the amount received from the rendering of such service and his or her regular rate of pay, if the service occurs during a work day.

Section 4 - Funeral Leave

Leave of absence without loss of pay shall be granted the Employee for five (5) consecutive working days in the event of the death of a spouse or a child. Up to a maximum of three (3) consecutive working days, plus reasonable travel time, shall be granted to an Employee in the event of the death of an immediate family Employee. Such leave shall commence no later than date of death. Immediate family here shall be defined to include parent, grandparent, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents-in-law, step father, step mother, step brother, step sister, and any other person living in the Employee's household. Special leave shall also be granted for the funeral of a fellow Employee, with the time granted not to exceed one half (1/2) day. For attendance at a funeral for a relative or friend not included in the category eligible for special leave, an Employee shall be allowed to utilize sick leave, but only to the maximum extent of 15 hours per year.

ARTICLE 19 - COURT TIME

Employees who are required to make a work-related off-duty court appearance, shall receive a minimum of three (3) hours' pay at time and one-half their base hourly rate, and 1.5 times their base hourly rate for all hours after three hours of actual time spent at an off-duty court appearance. Separate morning and afternoon appearances for two (2) separate cases will constitute payment for two (2) separate appearances. Any compensation (from other than the City) received by the officers for attendance at any Court or official hearing shall be paid to the City. Any Employee on Superior Court standby shall receive the minimum court time payment if not released by 10:00 a.m. For the purposes of this article, Employees on paid leave shall be considered to have a work shift of 8:00 am to 4:00 pm.

ARTICLE 20 – INSURANCE

Section 1 - Health Insurance Cost Share

The City shall provide health insurance benefits through the Maine Municipal Employees Health Trust or a comparable plan. The City will continue the PPO 500 plan through the Maine Municipal Employees Health Trust at the Employee/Employer cost share as outlined below. Members of the bargaining unit who opt to remain in the POS C Plan will pay the difference in premiums between the PPO 500 Plan and the POS C Plan for the single, single parent and family subscribers.

The City and the Employee shall share in the cost of health insurance. The cost share for annual health insurance premiums will be in accordance with the following schedule:

	City	Employee
<u>July 1, 2017- June 30, 2020</u>	75%	25%

All employees shall pay a portion of the health insurance premiums in accordance with the schedule outlined in the Health Promotion Program in **Exhibit B**. In the event that the Health Promotion Program is eliminated, through loss of funding or any other reason, the Employee cost share will be 15% of monthly premiums. This cost share shall apply regardless of the level of insurance (individual, individual with children or family). Employees will reimburse their share on a weekly basis through payroll deduction. Employees may elect to have the weekly cost share deducted from their

Cafeteria Benefit Plan. Employee cost share shall be adjusted upon notification and billing by the insurance carrier. Employees who certify that they have not and will not smoke or use any tobacco products during the contract year may have their weekly health insurance cost share reduced by \$2.00 per week.

Section 2 - Health Reimbursement Account

The City will implement a Health Reimbursement Account (HRA) in the amount of 100% of maximum out-of-pocket costs for use toward deductibles and co-insurance for employees who enroll in the PPO 500 Plan. The unused money in the HRA rolls over from year to year and each fiscal year, the City will replenish each account up to the amount specified above.

Section 3 - Health Insurance Waiver

Any Employee of the bargaining unit may elect to waive coverage in the City's health insurance plan. Any Police Officer waiving full coverage or partial coverage for which he/she would otherwise be eligible shall be paid according to the following conditions:

1. Any Police Officer eligible for full family coverage or single coverage and who elects to waive health insurance coverage shall receive an annual payment equal to the amount of three and seven tenths (3.7) months of health insurance payments.
2. A Police Officer who is eligible for a full family plan, but opts to take either a "single parent plan" or a "single plan" shall receive an annual payment equal to three and seven tenths (3.7) months of the difference in premiums between the plan for which he/she is eligible and the plan which he/she opts to take.
3. Police officers who are married to other City (non-school) employees covered by the health insurance shall be eligible for an amount equal to three and seven tenths (3.7) months of insurance premiums at the single rate if he/she waives health insurance coverage with the City. The payment will be made to one or the other of the married employees, but not both.
4. The payments in lieu of health insurance shall be based on the premiums in effect the month the premiums are paid.
5. A new Police Officer who waives health insurance coverage shall not be eligible for the payment in lieu of insurance until he/she has successfully completed the probationary period.
6. If the Police Officer wishes to be reinstated on the health insurance policy or change his or her coverage from a single or a single parent plan (if he/she would otherwise be eligible for full coverage), he/she may do so as long as he or she follows the insurance carrier's requirements for evidence of insurability and portability of coverage provisions.
7. If a Police Officer is reinstated (or covered for the first time) after receiving payment for waiving health insurance coverage, the Police Officer shall repay the City the balance of

the payment, pro-rated on a monthly basis.

8. In order to receive payment for waiving health insurance coverage or to be reinstated on the health insurance plan, the Police Officer must submit written notice to the Human Resources Director. Discontinuance of health insurance or reinstatement of coverage will be effective the first day of the following month in which written notice has been received, provided that the Employee meets all conditions which may be imposed by the health insurance carrier.
9. If a Police Officer is currently receiving a payment for waiving health insurance coverage, then the new payment rates for waiving coverage will be implemented in the month in which the payments are normally due to the Employee.

This section is effective with the signing of the contract and is not retroactive. All calculations for the health insurance waivers are based upon the PPO 500 Plan.

Section 4 - Group Term Life Insurance

The City will pay the life insurance premiums under the Maine Municipal Employee Health Trust Supplemental Life Insurance Plan up to the first \$10,000 of coverage for each Employee of the collective bargaining group provided the following conditions are met:

1. The participation rate (as determined by MMEHT) for the bargaining unit is achieved in order to provide the plan to the officers.
2. The Employee agrees to purchase the remaining premiums based upon 1X, 2X or 3X his/her base annual salary. If the Employee does not purchase the remaining life insurance coverage, then the Employee will not be eligible for the first \$10,000 of paid coverage by the City.

ARTICLE 21 - RETIREMENT SYSTEM

The City of Auburn is a participating district in the Maine Public Employees Retirement System for the benefit of all Employees. Employees are enrolled in the MePERS 3C plan. Accrual of service credit and determination of benefits shall be governed by the rules of the Maine Public Employees Retirement System.

In Service Retirement Program - Employees hired before April 1, 2000 shall be eligible to enter the "In-Service Retirement Program" (the "Program") upon reaching 25 years of credited service regardless of age. The next day after the Employee is eligible to retire with full benefits shall be his/her eligibility date (the "Eligibility Date"), at which time, he/she may opt into the Program. Under the Program, he/she will be able to collect his/her retirement while continuing to work at the Auburn Police Department.

Upon entry into the Program, eligible Employees in good standing will agree to be immediately rehired for a maximum of 60 months. For each month beyond the Eligibility Date, the Employee reduces the maximum eligibility by the equal amount of months. The minimum amount of months in the Program will be 12 months. All employees who opt into the Program must fully and finally separate

from the Auburn Police Department within 60 months of first reaching their Eligibility Date.

Upon initial separation, all Employees must cash out all allowed accrued time. Upon rehire, the Employee will be awarded 25 personal days. Annually the accrual of personal days will be posted on the anniversary date of the Employee's rehire. If an Employee separates prior to completing a full year, the amount will be pro-rated by month in calculating cash-out of personal days. Accrual of personal days for employees in the Program will be in lieu of any vacation or sick leave accrual.

If an Employee has become disabled while participating in the Program, the Employee shall be treated as they had concluded the Program.

Upon rehire, the participating Employee will receive an amount equal to 50% of the City's required contribution into the MePERS 3C Plan, which amount will be placed into an allowable tax deferred retirement contribution program.

All other provisions of this Agreement, other than those pertaining to accrued leave, shall not be affected hereby.

ARTICLE 22 - WORKERS COMPENSATION

Employees who are covered by this Agreement and become incapacitated as a result of an illness or injury arising out of and in the course of employment shall continue to receive in addition to compensation paid or payable under the Workers' Compensation Act an amount sufficient to provide them with full pay while the incapacity exists and until they return to active duty, are placed on disability retirement, become eligible for a retirement pension or resign. For purposes of this Article, full pay shall be defined as the Employee's current base salary, as set forth in the attached wage schedules, plus other monetary benefits for which the Employee would have been eligible if he or she had not become incapacitated. Full pay shall not include compensation for overtime not worked during the period of incapacity. Monetary benefits for which the Employee's eligibility cannot be determined due to the nature of the illness or injury causing incapacity shall be withheld until such determination can be made (i.e., merit pay). The City shall also pay all hospital and medical expenses in accordance with the Workers' Compensation Act.

Employees provided benefits under this Article 22 shall continue to accrue sick leave, vacation benefits and holidays, subject to maximum accumulations, during the first twelve (12) months of incapacity. Employees may receive health insurance coverage for up to thirty-six months from the date of incapacity or until they return to active duty, are placed on disability retirement or resign, whichever comes first. Employees receiving benefits under this article shall not be charged sick leave. Employees may take vacation leave while receiving benefits under this Article, but in no case shall they receive double payment during said leave.

Employees who are unable to perform regular job duties as a result of an incapacity from an illness or injury arising out of and in the course of employment, may be assigned, if available, other work normally performed by police officers or work related to work done by police officers (i.e., crime prevention, crime analysis, community policing, school liaison, etc.). Employees may agree to work which is not normally performed by or related to police officers. In all cases, such work and its availability shall be determined by the Chief and approved by a qualified physician familiar with the

Employee's incapacity.

The City reserves the right to require an independent medical examination to determine the extent of the incapacity. Employees who are determined by a qualified physician to be unable to ever return to work, shall immediately apply for disability retirement. The City's liability to pay benefits under this section shall not be cumulative, and the City may deduct any benefits provided by Workers' Compensation or require the Employee to assign to the City the right to receive any such benefits, or to repay to the City the amount of any such benefits previously received.

Each time the injured Employee is examined by his/her qualified physician, the physician shall provide a statement to the City indicating the Employee's condition and whether or not the Employee may return for regular duty. When the physician certifies the Employee to be fit to return for normal duty, the Employee shall return to work on his/her next scheduled work shift as directed by the Chief or his designee.

ARTICLE 23 - UNIFORMS

The City will provide, maintain and launder as appropriate and replace uniforms for Patrol Officers and Officers working in civilian clothes as per **Exhibit A** (attached to this contract) through a quartermaster system. Detectives will be reimbursed, up to a maximum of \$500 annually, by the City for the purchase of articles of clothing necessary for the performance of their duties and to maintain a professional appearance. All officers, including Detectives, shall be responsible for having the required equipment and clothing specified in **Exhibit A**.

Personal effects such as watches will be replaced or repaired (up to a maximum of \$50.00) whichever is less, if damaged in the course of employment. If personal effects are damaged in the line of duty, the Employee must notify the Court Officer for reimbursement through restitution process. Any funds received through restitution for expenses paid by the City shall be turned over to the City. Any unauthorized police equipment will not be replaced or repaired at the City's expense.

ARTICLE 24 - PHYSICAL FITNESS

The City and the Union hereby recognize that the physical fitness of employees vitally affects the efficient, safe, and productive operation of the Department and the quality of police services provided to the public. Each Employee is required to maintain the level of physical fitness necessary to perform the normal duties of his/her position.

The Chief is authorized to promulgate a rule requiring each Employee to undergo an annual physical fitness testing program on a regular basis. Said rule shall outline the tests which each Employee is required to undergo and tests shall be objective and measurable. Reasonable provision shall be made for any known physical disability of any Employee by offering alternative tests or by permitting extensions of time for taking such tests in the case of temporary disabilities. Discipline shall not result from the Employee's failure of the initial test or any portion thereof. Upon failure of the test, or any portion thereof, the City may require an Employee to attend a remedial or structured program. So long as the program coordinator certifies that said Employee has been diligently participating since entering the remedial or structured improvement program, the Employee will not be disciplined for failing the physical fitness test. Employees, hired before July 1, 2004, shall only be disciplined for refusing to take the physical fitness test or for refusing to participate in a remedial

program. No such grandfathered Employee shall be disciplined for failing said test or for failing to make progress in the remedial program. Employees hired after July 1, 2004 may be subject to discipline, including termination, after 18 months, for failing the program.

Prior to implementing the program and annually thereafter, the Chief shall review the recommendation provided by the Physical Fitness Committee established by the Labor-Management Team. The Chief will make any changes necessary and give the final draft to the Association for review. The Association will have fifteen (15) working days to make any written comments on such draft rule prior to its final promulgation. Any changes (after the initial adoption) to the testing standards of the program shall be reviewed and approved by the Labor-Management Committee prior to implementation.

All Employees of the department covered by this Agreement will be required to take a complete medical examination at least biennially from the department designated physician at the City's expense. The results of the examination will be provided to the Police Chief on the forms provided.

ARTICLE 25 - DEFECTIVE EQUIPMENT

Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer. The Employer shall not ask or require any Employee to take out equipment that has been reported by any other Employee as being in an unsafe operating condition until same has been approved as being safe.

ARTICLE 26 -NON- DISCRIMINATION

In accordance with applicable law, the City and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, ancestry, national origin sexual orientation, physical or mental disability, or age, nor will they limit, segregate or classify employees in any way to deprive any individual Employee of employment opportunities because of race, color, religion, sex, sexual orientation, ancestry national origin or age.

ARTICLE 27 -LABOR/MANAGEMENT COMMITTEE

The Union, its Employees, and the City agree to continue to participate in the Labor-Management Team. The purpose is to work together in identifying and implementing improvements to the operations of the Auburn Police Department and service to the citizens of Auburn. The goals of the team include fostering good communications (both internal and external to the department), improving customer service, (internal and external), increasing accountability and effectiveness, increasing productivity and realization of cost savings. For this effort, the Union agrees to appoint three (3) representatives to the team and other Employees as may be needed for individual issues and/or subcommittees.

The team may discuss other issues/areas as mutually agreed upon. Items brought to the team by individual Employees must have first been discussed with a union Labor-Management Team Employee.

ARTICLE 28 - MAINTENANCE OF PRACTICES

During the term of this Agreement, the City agrees to maintain the following practices and benefits:

1. The policy of permitting swaps will continue as listed:
 - a. Proper form must be submitted and approved by the Chief or his designee,
 - b. Except for emergencies, the form should be submitted forty-eight (48) hours in advance of the requested swap,
 - c. It is the responsibility of the individual Employee to maintain the records for days swapped and owed,
 - d. Swap requests for trading time shall not be unreasonably denied.
"Unreasonable" shall be defined as working more than five (5) days in succession; a non-academy trained Employee replacing one who has completed the academy; swaps used to permanently change shift assignments (e.g. days to evenings).

The following criteria shall also apply:

- i. The reason for trading time is due, not to the City's operations, but to the Employee's desire or need to accommodate personal or unexpected needs as they arise, and
 - ii. The pay back of a swap shall take place within nine (9) months of the swap.
2. The "meal period" of one-half (1/2) hour duration will be maintained. The time of the "meal period" will commence at the arrival at the meal location. The Police Officer must inform the dispatcher of the location. In emergencies, the "meal period" can be interrupted.
3. Coffee break of between 10-15 minutes will be permitted. It is the Police Officer's responsibility to notify the dispatcher when leaving his/her post and the break can be interrupted for emergencies.
4. Breaks for personal necessity may be taken at the station or at the Police Officer's home, provided the Police Officer resides in Auburn. It is the Police Officer's responsibility to notify the dispatcher of his/her location.
5. Police officers will be allowed adequate and reasonable time for doctor appointments. However, every effort should be made to have the appointments set for off-duty time. Advance notice to the Chief or his designee is required. If the appointment is at an office located outside the City of Auburn, the police cruiser shall not be used.

6. Members of the department can continue to drop off laundry.
7. Police officers will be permitted to "stay over" or "come in early" at the completion of their tour for another Police Officer on a voluntary basis, not to exceed 4.5 hours.
8. Seniority will prevail in vacation selection. However, vacation selections made when the vacation list is posted in December will not be changed because of seniority. This means if a junior Employee selects a vacation period and it is not in conflict with a senior Employee, the senior Employee will not be permitted to bump the junior Employee at a later date. The needs of the department will take precedence in all matters of vacation.
9. The City agrees to maintain its current Police Liability Insurance.
10. The City will agree to provide transportation from the station to and from extra assignments whenever there is good cause to believe that the Employee's private vehicle may be vandalized (subject to availability of cars to provide the transportation).

ARTICLE 29 - OUTSIDE EMPLOYMENT

Police officers will not engage in outside employment which might in any way hinder their impartial performance of their assigned duties as a Police Officer. Police officers who wish to obtain outside employment must first advise the Chief of Police and sign the following waiver:

"The undersigned, an Employee of the City of Auburn, does hereby waive and release said City from any labor expense or costs because of any injury incurred for reason of any employment accepted by the undersigned other than as an Employee of said City.

I further release the City from any claim for salaries or wages during any absence caused by such injury".

Police officers shall annually advise the Chief of Police relative to outside employment and any changes thereto on forms provided by the Chief of Police prior to July 1st of each year.

Such outside employment shall not be acceptable if any of the following conditions apply or develop:

1. Where it occurs that secondary employment has an adverse effect on the Employee's sick leave record and work performance.
2. Where the nature or location of the employment compromises the effectiveness of the Employee as an Auburn Police Officer or creates the appearance of impropriety on the part of the Employee on the City.
3. Where secondary employment impairs the Employee's ability to discharge the duties and responsibilities of his City job.

4. Where an Employee is using his City position to influence his outside employment.

Officers who engage in secondary employment shall do so only with the understanding and acceptance that their primary job is as a Police Employee for the City of Auburn.

ARTICLE 30 - SUBCONTRACTING

Section 1 - Loss of Job due to Subcontracting

If the City's subcontracting will result in a loss of a job of an Employee, the City will meet and consult with the Union over the loss of the job. In addition, the City will:

1. fill a posted vacancy within the Police Department if any, with an affected Employee who is qualified for that vacancy; and
2. if there is no posted vacancy for which an affected Employee is qualified, the City will attempt to find a vacancy elsewhere within the City's workforce, which would provide comparable employment and offer such employment to the affected Employee; and
3. if there is no comparable employment available elsewhere within the City's workforce, the City will attempt to obtain an offer of employment for an affected Employee from a sub-contractor; and
4. if there is no offer of comparable employment by the City, and if there is no offer of comparable employment by the subcontractor, an Employee will then be laid off. A laid-off Employee shall be recalled to his former job, if a vacancy occurs within one (1) year of layoff.

Section 2 – Recall of former Employee

If an affected Employee obtains a job with a subcontractor, but is later laid-off by the subcontractor within two (2) years after the Employee's last date of employment with the City, and the following conditions exist:

1. the layoff of the former Employee by the subcontractor was due to loss of the contract with the City; and
2. the City resumes the performance of the work formerly performed by the contractor; and
3. because of the resumption of such work by the City of Auburn, a vacancy exists in the police department for which the former Employee is qualified; then

the City shall recall that former City Employee for employment with the City of Auburn.

A laid-off Employee or former Employee may be given notice of recall by certified mail sent to the Employee's last address in the City's records. Within five (5) working days after the certified receipt date, a laid-off Employee must signify his/her intention of returning to work to the Chief of Police. If delivery of the notice is unsuccessful, or if an Employee fails to respond within five (5) working days of the certified receipt date, such Employee shall be considered to have quit City employment. If an Employee signifies to the Chief of Police his/her intention to return to work, he/she shall be given up to

fourteen (14) consecutive days of the certified receipt date within which to report to work.

It is understood that the City may subcontract for reasons of economic or performance efficiency and effectiveness as long as those reasons do not include retribution on the Union for the conduction of legal Union activities.

ARTICLE 31 - RECIPROCITY

If a Police Officer is injured on the job as a direct result of a violent action taken against him/her by a private individual (s), he/she shall have the first right to take civil action against said individual(s). However, if the Police Officer does not wish to take civil action, he shall assign that right on request to the City who then shall have the right to proceed with civil action. Expenses for action by the City shall be the burden of the City and any revenue derived from such action shall revert to the City.

ARTICLE 32 - SUBSTANCE ABUSE TEST

The City and the Union agree to negotiate a substance abuse testing policy that includes random substance abuse testing, subject to approval by the Maine Department of Labor.

ARTICLE 33 - ACTIVE AGREEMENT

The Union and the City agree, by mutual consent, to discuss, reopen or negotiate any matter or contract provision of interest to the parties during the term of this Agreement. In particular, the parties agree to reopen and make necessary amendments resulting from the discussions and implementation of the annual Labor-Management Team Workplan (referenced in Article 27).

This agreement shall be in force and effect from July 1, 2017 to June 30, 2020 and shall automatically remain in effect from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to the anniversary date that it desires to modify or terminate this Agreement.

ARTICLE 34 - SEPARABILITY AND SAVINGS CLAUSE

If any provision of this Agreement is declared by proper legislative, administrative or judicial authority to be unlawful, unenforceable or not in accordance with applicable law, all other provisions of the Agreement shall remain in full force and effect for the duration of this Agreement.

[REMAINDER OF THIS PAGE BLANK. SIGNATURE PAGE FOLLOWS]

In witness thereof, the undersigned have caused this Agreement to be executed the ____ day of
| ~~==>~~November, 2017, with an effective date of July 1, 2017.

CITY OF AUBURN

MAINE ASSOCIATION OF POLICE –
PATROL & DETECTIVE UNIT

By: Peter Crichton
Its City Manager

By:
Its

By:
Its

By:
Its

|

EXHIBIT A
UNIFORM POLICY

1. All uniform, insignia, accessory, equipment and optional items will meet department specification and approval of the Chief.
2. All items, except Optional Clothing/Equipment items, will be issued to a new Employee as initial supply.
3. All items, except Optional Clothing/Equipment, will be replaced under a quarter master system on an "as needed" basis as determined by the Police Chief or designee.
4. Any item that is lost or damaged through "negligence" shall be replaced at the Employee's expense.
5. All items except for footwear and civilian clothes must be returned to the department upon separation.
6. The Police Chief in his/her sole discretion shall determine the situation and manner for wearing of uniform types and items.
7. Body armor shall be required to be worn while on duty or assignment. Replacement of body armor will be as recommended by the manufacturer and as monies are available.
8. Optional Clothing/Equipment items may be purchased by the Employee or with an Optional Clothing Allowance, if provided. If purchased with the Optional Clothing Allowance, all such items purchased will be reimbursed, up to the allowance amount, upon presentation of a receipt. The department will not be responsible for the laundering, maintenance or replacement of optional apparel or items.
9. Detectives will receive an annual clothing allowance of \$500 for the purchase of the clothing items listed below, with the exception of the Class A and BDU uniform which will be replaced in accordance with the quartermaster system.
10. Weapons will be issued by the department (effective January, 1996) and will remain department property.

I. ISSUANCE & REPLACEMENT LIST

J. <u>Category/Item:</u>	K. <u>Qty</u>	L. <u>Category/Item:</u>	M. <u>Qty</u>
<i>N. Patrol Officers</i>		<i>O. Detectives</i>	
P. Hats (8-point/1 ball cap)	Q. 2	R. Sport Jackets	S. (Total Expenditur es Not to Exceed Annual Allowance)
T. Shirts (3 winter/ 3 summer)	U. 6	V. Dress Slacks	
W. Pants	X. 3 pr.	Y. Dress Shirts	
Z. Duty Gloves	AA. 1 pr.	BB. Ties	
CC. Tie	DD. 1	EE. Dress Shoes	
FF. Blousing Straps	GG. 1 pr.	HH.	II.
JJ. Shoes (Dress)	KK. 1 pr.	LL.	MM.
NN. Boots (All Season – Military Style)	OO. 1 pr.	PP.	QQ.
RR. Coat	SS. 1	TT.	UU.
VV. Class A Uniform (Lt. Blue Shirt/Pants)	WW. 1 ea.	XX.	YY.
ZZ. Raincoat	AAA. 1	BBB.	CCC.
<u>DDD. Insignia (All Personnel)</u>		<u>EEE. Accessories (All Personnel)</u>	
FFF. APD Pins	GGG. 2	HHH. Weapon	III. 1
JJJ. Name Tags	KKK. 2	LLL. Nylon Gear	MMM. 1
NNN. Rank Insignias	OOO. A s	PPP. Expandable Baton	QQQ. 1
RRR. Department Patches	SSS. As Appropri	TTT. Handcuffs	UUU. 1

VVV.	Badges	WWW.	2	XXX.	Pepper Mace	YYY.	1
ZZZ.	Hat Insignia	AAAA.	1	BBBB.	Attaché Case	CCCC.	1
DDDD.		EEEE.		FFFF.	Body Armor	GGGG.	1
(Level II or Equivalent)							

HHHH. OPTIONAL CLOTHING/EQUIPMENT LIST (All items must be approved prior to purchase*)

IIII.	Sweater	JJJJ.	Socks	KKKK.	Dickey
LLLL.	Raingear (Additional)	MMMM.	Mock Turtleneck	NNNN.	Ties
OOOO.	Polo Shirt	PPPP.	Shoes (Black Casual)	QQQQ.	Shorts
RRRR.	BDU Windpants	SSSS.	Boots (Summer)	TTTT.	Gore-Tex Ballcaps

UUUU. *Purchase through A.B.P.A.

EXHIBIT B
CITY OF AUBURN
HEALTH PROMOTION PROGRAM

The program seeks voluntary compliance with a health promotion and health care management system which focuses primarily on prevention activities. The goal is:

- To reduce the overall need for health care services by City employees and their dependents;
- To prevent disease by rewarding employees and their dependents for healthy behavior that will prevent disease; and
- To lower the rate of increase in the City's health insurance premiums.

The program can be broken down as follows:

Health Risk Analysis and Education

The first major part of the program is an individual health risk analysis which will be available for each Employee who desires one. This service may be provided by a health care provider that will be under contract with the City to provide these services or by the Employee's primary care physician. If the Employee opts to use his/her primary care physician, the result of the health risk analysis will be provided to the City's contracted health promotion provider. The health risk analysis will include but not be limited to high blood pressure, elevated cholesterol, diabetes screening, smoking, and body mass index (BMI). The aggregate results of the analysis for all City employees will be available to the City. However, consistent with Federal Law, the City will not have access to individual health risk analysis.

A health care educator will be assigned and responsible to work with each and every Employee that signs up for the program, including spouses (dependent children are not required, but are encouraged to participate in the program). These educators will work to establish the base line for health risk factors for each Employee. Once established, the educators will work with the Employee to provide wellness goals and benchmarks. Educational material and motivation will be a core part of the program.

After the initial consultation, each Employee will receive at least one additional face-to-face meeting annually. Such meetings will be primarily designed to be on the job site for the employees and in a private setting. Depending on the results of the health risk analysis and the goals of the Employee, additional meetings will be scheduled. Should a face-to-face consultation not be practical, phone and email may be acceptable alternatives.

The City, after consultation with the Health Care Provider and the City Wellness Team, will, at a minimum, provide monthly health related programs and topics that relate to the challenges that are facing the Employees. The City will continue to seek creative and meaningful ways to reward and recognize employees making progress in obtaining their individual health care goals.

Health Care Advisory Team

The City's Wellness Team will meet regularly to assist in recommending health related programs, adjustments to the percentage distribution and any wellness issues or concerns that may arise. Though the Team may recommend changes or adjustments to the program, the City will make the final determination to either accept or reject such recommendations. Lastly, since communications is such an integral part of any successful program, the Team will serve as an information conduit to City employees to assist in keeping them apprised of ongoing health care issues.

Health Care Management Proposal

The insurance proposal is as follows: Employees' portion of health insurance premium increases from 15% to 25%, effective July 1, 2007. Alternatively, an Employee may participate in the Health Promotion Program and make his/her intentions known to participate by November 31, 2007. The program's implementation date is December 1, 2007. During the first seven months of the program (12/1/07 to 6/30/08), employees and their spouses need only agree to participate in the program to obtain the 10% health insurance premium savings. After July 1, 2008, employees and spouses are expected to meet the specific goals by utilizing their 'best efforts' as established by the Health Care Educators to obtain the full 10% savings.

The components of the 10% health insurance premium savings is as follows:

- 2.5% (1.25% each) when both Employee and spouse agree to participate in a Health Risk Assessment, a physical examination by personal physicians including the prescribed lab/x-rays;
- 2.5% (1.25% each) when both agree to participate in an exercise program tailored by the Health Care Educator in conjunction with the Employee's physician;
- 2.5% (1.25% each) for quitting smoking or for being a non-smoker.
- 2.5% (1.25% each) when both obtain BMI (body mass index) goals, or related weight management program.

For employees on single plans or Employee plus children plans, the percentage savings for the participant in the four components double for the Employee (for example, 1.25% becomes 2.5%).

In the second year of the program (7/1/08-6/30/09), the Employee must meet 3 out of 4 components (Employee and spouse must meet 6 out of 8 components) to receive the 10% discount. In the third year of the program (7/1/09 - 6/30/10), the Employee must meet all four components (Employee and spouse must reach seven out of eight components) to receive the 10% discount. The total adjustment to the Employee's health insurance cost share will not exceed 10%.

Health Promotion Program and Health Insurance Cost Share

The proposed health insurance employees cost share is 25%. Employees and spouses who are participating in the Health Promotion Program are expected to meet the specific goals by utilizing their 'best efforts'. The program has two goals: First, to improve the health of each Employee/spouse through risk assessment and education; second, to reduce the long-term cost of health insurance for each Employee and the City. The use of credits is not intended by the City to be a primary source of savings, but as an instrument to make the program important and meaningful. As such, an Employee/spouse who makes a 'best effort' but falls slightly short of meeting their goals will not be penalized, providing, however, that the following three criteria are met:

1. The Employee/spouse has participated in the Health Risk Assessment;
2. Has made reasonable progress and improvement since the last measurement;
3. Has been recommended by their health care provider/educator as having made their "best effort".

The City will meet and discuss with the Union in all cases it deems an Employee/spouse to not have met this standard. Each case shall be decided on an individual basis and shall not be used as a reference in any way for any other Employee.

At all time, the Employee/spouse's Primary Care Physician (PCP) shall be responsible for establishing and /or modifying appropriate goals. The Health Care Educator shall be responsible, in consultation with the Employee/spouse's PCP, to determine the appropriate activities to meet such goals and to determine whether or not the Employee/spouse has made a 'best effort'. In the event of a conflict between the PCP and the Health Care Educator, the Employee/spouse's PCP shall have final say in re- determining and/or modifying previously established goals.

Medical Spending Account

The City will continue to provide the Medical Spending Accounts through which the Employee may submit receipts for office visit co-payments, lab work, diagnostic testing, and prescriptions. In addition, the Employee may increase the funds in the Medical Spending account by making additional contributions through payroll deductions and by allocating accrued sick days as allowed by the collective bargaining agreement.

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



Leroy Walker, Ward Five
Grady R. Burns, At Large
David C. Young, At Large

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 110-11202017

ORDERED, that THE City Council authorizes the City Manager to execute the Collective Bargaining Agreement with MAP (Maine Association of Police) Patrol Unit for July 1, 2017 through June 30, 2020.



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: November 20, 2017

Order: 111-11202017

Author: Yvette Bouttenot, Community Development Manager

Subject: Memorandum of Understanding (MOU) – Newbury Street Community Garden

Information: The City Council voted to approve funding for the City's second Community Garden at 88 Newbury Street, a city-owned lot located in the New Auburn target Area at its meeting of May 15, 2017. The funds have been allocated from the FFY2017 CDBG Budget and conforms with the 5 year Consolidated Plan. The MOU identifies the scope of the project, the allowable use of the lot, the responsibilities of the parties involved and the term for the use as a community garden. The language is taken from the MOU used for the Webster Street Community Garden.

City Budgetary Impacts: The program will be funded with CDBG Funds of \$22,000 from the FFY2017 budget. There is no City Budget funding for this program.

Staff Recommended Action: Consent to sign the Memorandum of Understanding between the City of Auburn and St. Mary's Nutrition Center.

Previous Meetings and History: May 15, 2017 City Council Meeting approving the FFY2017 Action Plan.

City Manager Comments:

I concur with the recommendation. Signature: _____

A handwritten signature in blue ink, appearing to read "Peter J. Carlton", is written over a horizontal line.

Attachments: Memorandum of Understanding

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



Leroy Walker, Ward Five
Grady R. Burns, At Large
David C. Young, At Large

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 111-11202017

ORDERED, that the City Council hereby Authorizes the City Manager to sign the Memorandum of Understanding for the Newbury Street Community Garden.



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: November 20, 2017

Order: 112-11202017

Author: Michael Chammings

Subject: Amendment to the Commitment of HOME Funds to the 62 Spring Street Project
Updated Borrower Designation

Information:

In 2015, the Council authorized the commitment of \$250,000 in HOME funds to the 62 Spring Street project, which will bring 41 housing units to the Downtown area, 32 of which will be low income housing and 9 of which will be market rate housing.

The funding request was first brought to the Council on behalf of Auburn Housing Development Corporation, which request was approved by the Council at its meeting on September 21, 2015, Order No. 9212015, and amended on September 12, 2016.

Since those meetings, the Project has formed a limited partnership, 62 Spring Street LP, to hold title to the property and to develop the project, with the support and assistance from the Auburn Housing Authority and the Housing Authority's various wholly owned entities. The sole general partner of 62 Spring Street LP is AHDC Development, Inc.

Rather than require a loan to AHDC Development, Inc. or Auburn Housing Development Corp., staff propose amending the Council's authority, as requested by the Developer, to allow for the loan to be made directly to the limited partnership which is permitted by the HOME regulations.

NOTE: The projected closing on this project is November 28, 2017, with groundbreaking expected in the following days. Loan documents have already been drafted and are in the final revision stage.

City Budgetary Impacts: None – The HOME funds have already been allocated to the 62 Spring Street project.

Staff Recommended Action: Approve the requested change in borrower from Auburn Housing Development Corporation to 62 Spring Street LP, authorize the Community Development Director, the City Manager, and the Assistant City Manager to execute a revised commitment letter and all other documents required for the closing of this transaction.

Previous Meetings and History: September 21, 2015; September 12, 2016

City Manager Comments:

I concur with the recommendation. Signature: _____

A handwritten signature in blue ink, appearing to read "Peter J. Cuthbert", is written over a horizontal line.

Attachments:

24 C.F.R. § 92.300(a)(4) stating that rental housing is "sponsored" by the community development housing organization if it is "owned" or "developed" by a limited partnership of which the community housing development is the sole general partner.

Certificate of Limited Partnership of 62 Spring Street LP, stating in Article Fifth that the sole general partner is AHDC Development Inc.

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



Leroy Walker, Ward Five
Grady R. Burns, At Large
David C. Young, At Large

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 112-11202017

Amending Order No. 09212015, authorizing the Community Development Director, the City Manager, and the Assistant City Manager, to execute and deliver a revised commitment letter and execute all loan documents necessary to complete the transaction under which the City agrees to lend \$250,000.00, whose source shall be HOME Investment Partnership Program Funds, to 62 Spring Street LP, to be used exclusively for construction financing for the development of an affordable housing project located at 62 Spring Street in Auburn.

City of Auburn, Maine

"Maine's City of Opportunity"

Financial Services



TO: Peter Crichton, City Manager

FROM: Jill Eastman, Finance Director

REF: October 2017 Financial Report

DATE: November 16, 2017

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 \$35,878,933, or 42.98%, of the budget. The municipal revenues including property taxes were \$27,866,945, or 46.66% of the budget which is more than the same period last year by \$776,710. 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 49.75% as compared to 50.82% last year or \$516,857 more than last year.
- B. The Homestead Exemption Reimbursement is \$252,757 more than last year at this time due to the increase in the Homestead Exemption from \$15,000 to \$20,000.
- C. Excise tax for the month of October is at 37.29%. This is a \$11,445 increase from FY 17. Our excise revenues for FY18 are 3.96% above projections as of October 31, 2017.
- D. State Revenue Sharing for the month of October is 34.96% or \$527,528. This is a 0.49% increase from last October.

Expenditures

City expenditures through October 2017 were \$17,309,374 or 41.49%, of the budget. This is 1.27% less than the same period last year. Noteworthy variances are:

- A. Debt Service is less than last year at this time by \$64,702.
- B. Public Services is lower than last year by \$136,107.
- C. LA 911 is less than last year at this time by \$268,983, due to the timing of the payment of the quarterly subsidy.

Investments

This section contains an investment schedule as of October 31st. Currently the City's funds are earning an average interest rate of .88%.

Respectfully submitted,

A handwritten signature in black ink that reads "Jill M Eastman". The signature is written in a cursive, flowing style.

Jill M. Eastman
Finance Director

CITY OF AUBURN, MAINE
BALANCE SHEET - CITY GENERAL FUND, WC AND UNEMPLOYMENT FUND
AS of October 2017, September 2017, and June 2016

	UNAUDITED October 31 2017	UNAUDITED September 30 2017	Increase (Decrease)	AUDITED JUNE 30 2016
ASSETS				
CASH	\$ 14,317,313	\$ 19,615,567	\$ (5,298,254)	\$ 11,951,131
RECEIVABLES			-	
ACCOUNTS RECEIVABLES	1,986,757	1,620,036	366,721	2,429,419
TAXES RECEIVABLE-CURRENT	22,156,696	22,698,064	(541,368)	37,898
DELINQUENT TAXES	673,912	678,702	(4,789)	571,005
TAX LIENS	1,234,809	1,284,174	(49,365)	1,721,395
NET DUE TO/FROM OTHER FUNDS	7,987,349	5,318,120	2,669,229	266,370
TOTAL ASSETS	\$ 48,356,836	\$ 51,214,663	\$ (2,857,827)	\$ 16,977,218
LIABILITIES & FUND BALANCES				
ACCOUNTS PAYABLE	\$ (14,389)	\$ (128,876)	\$ 114,487	\$ (1,935,471)
PAYROLL LIABILITIES	(921,586)	(1,137,450)	215,864	-
ACCRUED PAYROLL	(119)	-	(119)	(2,329,832)
STATE FEES PAYABLE	(25,751)	(20,537)	(5,214)	-
ESCROWED AMOUNTS	(3,826)	(3,326)	(500)	(6,039)
DEFERRED REVENUE	(23,899,936)	(24,495,459)	595,522	(1,860,686)
TOTAL LIABILITIES	\$ (24,865,607)	\$ (25,785,648)	\$ 920,041	\$ (6,132,028)
FUND BALANCE - UNASSIGNED	\$ (22,400,276)	\$ (24,338,062)	\$ 1,937,786	\$ (8,018,394)
FUND BALANCE - RESTRICTED FOR WORKERS COMP & UNEMPLOYMENT	776,017	776,017	-	
FUND BALANCE - RESTRICTED	(1,866,970)	(1,866,970)	-	(2,826,796)
TOTAL FUND BALANCE	\$ (23,491,229)	\$ (25,429,015)	\$ 1,937,786	\$ (10,845,190)
TOTAL LIABILITIES AND FUND BALANCE	\$ (48,356,836)	\$ (51,214,663)	\$ 2,857,827	\$ (16,977,218)

CITY OF AUBURN, MAINE
REVENUES - GENERAL FUND COMPARATIVE
THROUGH October 31, 2017 VS October 31, 2016

REVENUE SOURCE	FY 2018 BUDGET	ACTUAL REVENUES THRU OCT 2017	% OF BUDGET	FY 2017 BUDGET	ACTUAL REVENUES THRU OCT 2016	% OF BUDGET	VARIANCE
TAXES							
PROPERTY TAX REVENUE-	\$ 48,061,530	\$ 23,910,566	49.75%	\$ 46,032,435	\$ 23,393,709	50.82%	\$ 516,857
PRIOR YEAR TAX REVENUE	\$ -	\$ 361,320		\$ -	\$ 363,051		\$ (1,731)
HOMESTEAD EXEMPTION REIMBURSEMENT	\$ 1,015,000	\$ 821,845	80.97%	\$ 750,000	\$ 569,088	75.88%	\$ 252,757
EXCISE	\$ 3,810,000	\$ 1,420,687	37.29%	\$ 3,365,000	\$ 1,409,242	41.88%	\$ 11,445
PENALTIES & INTEREST	\$ 150,000	\$ 28,122	18.75%	\$ 150,000	\$ 30,739	20.49%	\$ (2,617)
TOTAL TAXES	\$ 53,036,530	\$ 26,542,539	50.05%	\$ 50,297,435	\$ 25,765,829	51.23%	\$ 776,710
LICENSES AND PERMITS							
BUSINESS	\$ 62,000	\$ 16,066	25.91%	\$ 48,000	\$ 12,883	26.84%	\$ 3,183
NON-BUSINESS	\$ 345,000	\$ 142,121	41.19%	\$ 427,384	\$ 149,021	34.87%	\$ (6,900)
TOTAL LICENSES	\$ 407,000	\$ 158,187	38.87%	\$ 475,384	\$ 161,904	34.06%	\$ (3,717)
INTERGOVERNMENTAL ASSISTANCE							
STATE-LOCAL ROAD ASSISTANCE	\$ 400,000	\$ -	0.00%	\$ 400,000	\$ -	0.00%	\$ -
STATE REVENUE SHARING	\$ 1,509,117	\$ 527,528	34.96%	\$ 1,468,313	\$ 506,142	34.47%	\$ 21,386
WELFARE REIMBURSEMENT	\$ 95,000	\$ 55,344	58.26%	\$ 59,000	\$ 21,792	36.94%	\$ 33,552
OTHER STATE AID	\$ 32,000	\$ 11,209	35.03%	\$ 22,000	\$ -	0.00%	\$ 11,209
CITY OF LEWISTON	\$ 228,384	\$ -	0.00%	\$ 160,000	\$ -	0.00%	\$ -
TOTAL INTERGOVERNMENTAL ASSISTANCE	\$ 2,264,501	\$ 594,081	26.23%	\$ 2,109,313	\$ 527,934	25.03%	\$ 66,147
CHARGE FOR SERVICES							
GENERAL GOVERNMENT	\$ 144,440	\$ 41,612	28.81%	\$ 132,640	\$ 26,296	19.83%	\$ 15,316
PUBLIC SAFETY	\$ 236,277	\$ 58,219	24.64%	\$ 139,077	\$ 26,312	18.92%	\$ 31,907
EMS TRANSPORT	\$ 1,250,000	\$ 308,951	24.72%	\$ 1,250,000	\$ 354,417	28.35%	\$ (45,466)
TOTAL CHARGE FOR SERVICES	\$ 1,630,717	\$ 408,781	25.07%	\$ 1,521,717	\$ 407,025	26.75%	\$ 1,756
FINES							
PARKING TICKETS & MISC FINES	\$ 70,000	\$ 12,538	17.91%	\$ 65,000	\$ 19,449	29.92%	\$ (6,911)
MISCELLANEOUS							
INVESTMENT INCOME	\$ 32,000	\$ 13,364	41.76%	\$ 10,000	\$ 4,536	45.36%	\$ 8,828
RENTS	\$ 35,000	\$ 16,941	48.40%	\$ 18,000	\$ 12,152	67.51%	\$ 4,789
UNCLASSIFIED	\$ 10,000	\$ 16,239	162.39%	\$ 10,000	\$ 20,361	203.61%	\$ (4,122)
COMMERCIAL SOLID WASTE FEES	\$ -	\$ 23,679		\$ -	\$ 22,262		\$ 1,417
SALE OF PROPERTY	\$ 20,000	\$ 7,800	39.00%	\$ 20,000	\$ 10,427	52.14%	\$ (2,627)
RECREATION PROGRAMS/ARENA				\$ -	\$ -		\$ -
MMWAC HOST FEES	\$ 215,000	\$ 72,795	33.86%	\$ 210,000	\$ 177,579	84.56%	\$ (104,784)
TRANSFER IN: TIF	\$ 1,287,818	\$ -	0.00%	\$ 1,537,818	\$ -	0.00%	\$ -
TRANSFER IN: REC SPEC REVENUE	\$ 54,718	\$ -	0.00%	\$ 54,718	\$ -	0.00%	\$ -
ENERGY EFFICIENCY				\$ -	\$ 1,625		\$ (1,625)
CDBG	\$ 214,430	\$ -	0.00%	\$ 254,127	\$ -	0.00%	\$ -
UTILITY REIMBURSEMENT	\$ 27,500	\$ -	0.00%	\$ 27,500	\$ -	0.00%	\$ -
CITY FUND BALANCE CONTRIBUTION	\$ 412,500	\$ -	0.00%	\$ 825,000	\$ -	0.00%	\$ -
TOTAL MISCELLANEOUS	\$ 2,308,966	\$ 150,818	6.53%	\$ 2,967,163	\$ 248,942	8.39%	\$ (98,124)
TOTAL GENERAL FUND REVENUES	\$ 59,717,714	\$ 27,866,945	46.66%	\$ 57,436,012	\$ 27,131,083	47.24%	\$ 735,862
SCHOOL REVENUES							
EDUCATION SUBSIDY	\$ 22,039,568	\$ 7,752,064	35.17%	\$ 21,373,337	\$ 4,041,196	18.91%	\$ 3,710,868
EDUCATION	\$ 811,744	\$ 259,924	32.02%	\$ 814,540	\$ 206,175	25.31%	\$ 53,749
SCHOOL FUND BALANCE CONTRIBUTION	\$ 906,882	\$ -	0.00%	\$ 906,882	\$ -	0.00%	\$ -
TOTAL SCHOOL	\$ 23,758,194	\$ 8,011,988	33.72%	\$ 23,094,759	\$ 4,247,371	18.39%	\$ 3,764,617
GRAND TOTAL REVENUES	\$ 83,475,908	\$ 35,878,933	42.98%	\$ 80,530,771	\$ 31,378,454	38.96%	\$ 4,500,479

CITY OF AUBURN, MAINE
EXPENDITURES - GENERAL FUND COMPARATIVE
THROUGH October 31, 2017 VS October 31, 2016

DEPARTMENT	FY 2018 BUDGET	Unaudited EXP THRU OCT 2017	% OF BUDGET	FY 2017 BUDGET	Unaudited EXP THRU OCT 2016	% OF BUDGET	VARIANCE
ADMINISTRATION							
MAYOR AND COUNCIL	\$ 80,300	\$ 31,391	39.09%	\$ 78,464	\$ 42,062	53.61%	\$ (10,671)
CITY MANAGER	\$ 581,170	\$ 173,939	29.93%	\$ 378,880	\$ 95,832	25.29%	\$ 78,107
CITY CLERK	\$ 181,332	\$ 55,942	30.85%	\$ 177,906	\$ 47,842	26.89%	\$ 8,100
FINANCIAL SERVICES	\$ 675,239	\$ 205,538	30.44%	\$ 637,754	\$ 206,996	32.46%	\$ (1,458)
HUMAN RESOURCES	\$ 156,887	\$ 50,234	32.02%	\$ 150,435	\$ 28,279	18.80%	\$ 21,955
INFORMATION TECHNOLOGY	\$ 531,551	\$ 260,159	48.94%	\$ 479,324	\$ 236,823	49.41%	\$ 23,336
LEGAL SERVICES	\$ -	\$ -		\$ 45,650	\$ 39,562	86.66%	\$ (39,562)
TOTAL ADMINISTRATION	\$ 2,206,479	\$ 777,203	35.22%	\$ 1,948,413	\$ 697,396	35.79%	\$ 79,807
COMMUNITY SERVICES							
ECONOMIC & COMMUNITY DEVELOPMENT	\$ 1,717,028	\$ 373,544	21.76%	\$ 1,938,437	\$ 328,374	16.94%	\$ 45,170
HEALTH & SOCIAL SERVICES	\$ 220,870	\$ 96,110	43.51%	\$ 171,474	\$ 60,282	35.16%	\$ 35,828
RECREATION & SPECIAL EVENTS*	\$ 388,581	\$ 100,691	25.91%	\$ 341,772	\$ 85,258	24.95%	\$ 15,433
PUBLIC LIBRARY	\$ 998,189	\$ 332,730	33.33%	\$ 979,516	\$ 323,039	32.98%	\$ 9,691
TOTAL COMMUNITY SERVICES	\$ 3,324,668	\$ 903,075	27.16%	\$ 3,431,199	\$ 796,953	23.23%	\$ 106,122
FISCAL SERVICES							
DEBT SERVICE	\$ 6,366,533	\$ 5,841,011	91.75%	\$ 6,406,845	\$ 5,905,713	92.18%	\$ (64,702)
FACILITIES	\$ 640,201	\$ 236,264	36.90%	\$ 645,756	\$ 252,908	39.16%	\$ (16,644)
WORKERS COMPENSATION	\$ 555,164	\$ -	0.00%	\$ 522,088	\$ -	0.00%	\$ -
WAGES & BENEFITS	\$ 5,960,970	\$ 1,963,912	32.95%	\$ 5,274,528	\$ 1,832,291	34.74%	\$ 131,621
EMERGENCY RESERVE (10108062-670000)	\$ 415,454	\$ -	0.00%	\$ 375,289	\$ -	0.00%	\$ -
TOTAL FISCAL SERVICES	\$ 13,938,322	\$ 8,041,187	57.69%	\$ 13,224,506	\$ 7,990,912	60.43%	\$ 50,275
PUBLIC SAFETY							
FIRE DEPARTMENT	\$ 4,227,575	\$ 1,495,418	35.37%	\$ 4,049,396	\$ 1,373,887	33.93%	\$ 121,531
FIRE EMS	\$ 708,828	\$ 178,590	25.20%	\$ 590,997	\$ 200,550	33.93%	\$ (21,960)
POLICE DEPARTMENT	\$ 4,043,998	\$ 1,218,515	30.13%	\$ 3,875,113	\$ 1,179,684	30.44%	\$ 38,831
TOTAL PUBLIC SAFETY	\$ 8,980,401	\$ 2,892,523	32.21%	\$ 8,515,506	\$ 2,754,121	32.34%	\$ 138,402
PUBLIC WORKS							
PUBLIC SERVICES DEPARTMENT	\$ 4,611,116	\$ 1,165,280	25.27%	\$ 4,496,349	\$ 1,301,387	28.94%	\$ (136,107)
SOLID WASTE DISPOSAL*	\$ 964,118	\$ 263,922	27.37%	\$ 932,689	\$ 222,257	23.83%	\$ 41,665
WATER AND SEWER	\$ 632,716	\$ 328,858	51.98%	\$ 599,013	\$ 293,253	48.96%	\$ 35,605
TOTAL PUBLIC WORKS	\$ 6,207,950	\$ 1,758,060	28.32%	\$ 6,028,051	\$ 1,816,897	30.14%	\$ (58,837)
INTERGOVERNMENTAL PROGRAMS							
AUBURN-LEWISTON AIRPORT	\$ 167,800	\$ 167,063	99.56%	\$ 106,000	\$ 53,000	50.00%	\$ 114,063
E911 COMMUNICATION CENTER	\$ 1,088,857	\$ 267,281	24.55%	\$ 1,088,857	\$ 536,264	49.25%	\$ (268,983)
LATC-PUBLIC TRANSIT	\$ 189,949	\$ 189,949	100.00%	\$ 182,244	\$ 182,244	100.00%	\$ 7,705
LA ARTS	\$ -	\$ -		\$ -	\$ -		\$ -
TX SHARING	\$ 270,000	\$ 16,809	6.23%	\$ 270,000	\$ 18,015	6.67%	\$ (1,206)
TOTAL INTERGOVERNMENTAL	\$ 1,716,606	\$ 641,102	37.35%	\$ 1,647,101	\$ 789,523	47.93%	\$ (148,421)
COUNTY TAX	\$ 2,296,224	\$ 2,296,224	100.00%	\$ 2,167,824	\$ 2,167,824	100.00%	\$ 128,400
TIF (10108058-580000)	\$ 3,049,803	\$ -	0.00%	\$ 2,824,803	\$ -	0.00%	\$ -
OVERLAY	\$ -	\$ -		\$ -	\$ -	0.00%	\$ -
TOTAL CITY DEPARTMENTS	\$ 41,720,453	\$ 17,309,374	41.49%	\$ 39,787,403	\$ 17,013,626	42.76%	\$ 295,748
EDUCATION DEPARTMENT	\$ 41,755,455	\$ 11,361,915	27.21%	\$ 40,743,368	\$ 7,593,570	18.64%	\$ 3,768,345
TOTAL GENERAL FUND EXPENDITURES	\$ 83,475,908	\$ 28,671,289	34.35%	\$ 80,530,771	\$ 24,607,196	30.56%	\$ 4,064,093

**CITY OF AUBURN, MAINE
INVESTMENT SCHEDULE
AS OF October 31, 2017**

INVESTMENT		FUND	BALANCE October 31, 2017	BALANCE September 30, 2017	INTEREST RATE
ANDROSCOGGIN BANK	449	CAPITAL PROJECTS	\$ 2,190,100.01	\$ 2,188,798.41	0.45%
ANDROSCOGGIN BANK	502	SR-TIF	\$ 1,010,636.80	\$ 1,010,036.16	0.45%
ANDROSCOGGIN BANK	836	GENERAL FUND	\$ 984,909.82	\$ 984,326.77	0.45%
ANDROSCOGGIN BANK	801	WORKERS COMP	\$ 50,487.95	\$ 50,457.95	0.45%
ANDROSCOGGIN BANK	748	UNEMPLOYMENT	\$ 50,487.84	\$ 50,457.84	0.45%
ANDROSCOGGIN BANK	684	EMS CAPITAL RESERVE	\$ 332,068.83	\$ 331,871.48	0.45%
NORTHERN CAPITAL	02155	CAPITAL PROJECTS	\$ 750,000.00	\$ 750,000.00	1.15%
NORTHERN CAPITAL	02155	GENERAL FUND	\$ 500,000.00	\$ 500,000.00	1.00%
NORTHERN CAPITAL	02155	GENERAL FUND	\$ 500,000.00	\$ 500,000.00	1.15%
NORTHERN CAPITAL	02155	GENERAL FUND	\$ 250,000.00	\$ 250,000.00	1.25%
NORTHERN CAPITAL	02155	GENERAL FUND	\$ 500,000.00	\$ 500,000.00	1.30%
NORTHERN CAPITAL	02155	GENERAL FUND	\$ 750,000.00	-	1.40%
NORTHERN CAPITAL	02155	GENERAL FUND	\$ 250,000.00	-	1.50%
GRAND TOTAL			\$ 8,118,691.25	\$ 7,115,948.61	0.88%

CITY OF AUBURN
SPECIAL REVENUE FUNDS
As of October 31, 2017

	1902	1905	1910	1913	1914	1915	1917	1922	1926	1927	1928	1929	1930	1931		
	Riverwatch	Winter Festival	Community Service	Police Fitness Equipment	Oak Hill Cemeteries	Fire Training Building	Wellness Grant	Walmart Risk/Homeless	Healthy Androscoggin	Insurance Reimbursement	Vending	Fire Prevention	211 Fairview	Donations		
Fund Balance 7/1/17	\$ 972,422.92	\$ (1,530.30)	\$ 4,380.34	\$ 5,932.53	\$ 27,343.39	\$ (1,488.84)	\$ 4,582.27	\$ 6,378.18	\$ 1,784.05	\$ 925.21	\$ (83.88)	\$ 4,791.12	\$ (566,303.71)	\$ 2,069.13		
Revenues FY18	\$ 22,592.16		\$ 210.00		\$ 1,600.00			\$ 960.94	\$ 5,820.00		\$ 354.00					
Expenditures FY18	\$ 106,052.65						\$ 1,406.35	\$ 60.94	\$ 2,604.00		\$ 188.17			\$ 490.36		
Fund Balance 10/31/17	\$ 888,962.43	\$ (1,530.30)	\$ 4,590.34	\$ 5,932.53	\$ 28,943.39	\$ (1,488.84)	\$ 3,175.92	\$ 7,278.18	\$ 5,000.05	\$ 925.21	\$ 81.95	\$ 4,791.12	\$ (566,303.71)	\$ 1,578.77		
	2003 Byrne JAG	2005 MDOT	2006 PEACE	2007 Seatbelt Grant	2008 Homeland Security	2010 State Drug Money	2013 OUI Grant	2014 Speed Grant	2019 Law Enforcement Training	2020 CDBG	2025 Community Cords	2030 Parking	2032 HEAPP	2033 Safe School/ Health (COPS)		
Fund Balance 7/1/17	\$ 2,808.57	\$ (300,767.41)	\$ 4,155.42	\$ 2,197.62	\$ (73,633.75)	\$ 14,432.07	\$ 6,210.37	\$ 8,831.00	\$ (5,669.72)	\$ 4,323,336.57	\$ 29,316.61	\$ 11,690.86	\$ (4,994.50)	\$ (15,906.07)		
Revenues FY18	\$ -		\$ 479.04			\$ 2,812.00	\$ 7,916.00	\$ 6,643.42	\$ 3,511.50	\$ 257,655.69	\$ 1,444.50	\$ 50,799.00				
Expenditures FY18			\$ 641.21			\$ 8,626.81	\$ 6,402.00	\$ 6,487.42	\$ 1,285.00	\$ 461,976.34		\$ 73,110.25				
Fund Balance 10/31/17	\$ 2,808.57	\$ (300,767.41)	\$ 3,993.25	\$ 2,197.62	\$ (73,633.75)	\$ 8,617.26	\$ 7,724.37	\$ 8,987.00	\$ (3,443.22)	\$ 4,119,015.92	\$ 30,761.11	\$ (10,620.39)	\$ (4,994.50)	\$ (15,906.07)		
	2037 Bulletproof Vests	2038 Community Action Team	2040 Great Falls TV	2041 Blanche Stevens	2044 Federal Drug Money	2045 Forest Management	2046 Joint Land Use Study	2048 TD Tree Days Grant	2050 Project Lifesaver	2051 Project Canopy	2052 Nature Conservancy	2053 St Louis Bells	2054 EMS Transport Capital Reserve	2055 Work4ME-PAL		
Fund Balance 7/1/17	\$ 8,478.66	\$ 7,206.21	\$ 45,319.88	\$ 47,037.73	\$ 16,988.54	\$ 4,436.52	\$ 0.57	\$ -	\$ 150.00	\$ -	\$ 975.05	\$ 2,357.75	\$ 331,362.88	\$ (13,692.41)		
Revenues FY18				\$ 3,940.00	\$ 9,223.62				\$ 50.00				\$ 508.60			
Expenditures FY18			\$ 10,828.00	\$ 1,487.72						\$ 420.71			\$ 105,826.00	\$ 10,252.53		
Fund Balance 10/31/17	\$ 8,478.66	\$ 7,206.21	\$ 34,491.88	\$ 49,490.01	\$ 26,212.16	\$ 4,436.52	\$ 0.57	\$ -	\$ 200.00	\$ (420.71)	\$ 975.05	\$ 2,357.75	\$ 226,045.48	\$ (23,944.94)		
	2056 Lake Auburn Neighborhood	2057 ASPCA Grant	2058 Barker Mills Greenway	2059 Distracted Driving	2060 My Life My Choice JJAG	2201 EDI Grant	2500 Parks & Recreation									
Fund Balance 7/1/17	\$ 125.00	\$ 800.00	\$ (2,597.43)	\$ 301.00	\$ -	\$ (1,484,407.18)	\$ 191,966.40									
Revenues FY18				\$ 8,680.83	\$ 5,000.00		\$ 68,331.13									
Expenditures FY18				\$ 7,144.83	\$ 3,643.30		\$ 155,233.46									
Fund Balance 10/31/17	\$ 125.00	\$ 800.00	\$ (2,597.43)	\$ 1,837.00	\$ 1,356.70	\$ (1,484,407.18)	\$ 105,064.07									
	2600 Tambrands TIF 4	2600 J Enterprises TIF 5	2600 Tambrands II TIF 6	2600 J & A Properties TIF 7	2600 Formed Fiber TIF 8	2600 Mall TIF 9	2600 Downtown TIF 10	2600 Safe Handling TIF 11	2600 Auburn Industrial TIF 12	2600 Auburn Plaza TIF 13	2600 Auburn Plaza II TIF 14	2600 Webster School TIF 16	2600 Bedard Pharm TIF 17	2600 Slapshot LLC TIF 18	2600 Hartt Transport TIF 19	Total Special Revenues
Fund Balance 7/1/17	\$ (8,073.02)	\$ 14,500.44	\$ (365,270.76)	\$ 2,558.27	\$ 30,486.17	\$ 149,591.94	\$ (4,529.96)	\$ 183.21	\$ (350,651.92)	\$ (37,076.39)	\$ 9,722.38	\$ 360.91	\$ 31,366.79	\$ 47,165.25	\$ (5.40)	\$ 3,140,347.13
Revenues FY18																\$ 458,532.43
Expenditures FY18	\$ 541.20					\$ 422,036.00	\$ 336,829.87		\$ 154,289.00	\$ 82,200.78	\$ 165,864.12			\$ 69,010.56		\$ 2,194,939.58
Fund Balance 10/31/17	\$ (8,614.22)	\$ 14,500.44	\$ (365,270.76)	\$ 2,558.27	\$ 30,486.17	\$ (272,444.06)	\$ (341,359.83)	\$ 183.21	\$ (504,940.92)	\$ (119,277.17)	\$ (156,141.74)	\$ 360.91	\$ 31,366.79	\$ (21,845.31)	\$ (5.40)	\$ 1,403,939.98

EMS BILLING
SUMMARY OF ACTIVITY
July 1, 2017 - June 30, 2018
Report as of October 31, 2017

	Beginning Balance 10/01/17	October 2017			Write-Offs	Ending Balance 10/31/2017
		New Charges	Payments	Adjustments		
Bluecross	\$ 4,462.17	\$ 10,276.00	\$ (2,499.25)	\$ (2,971.60)		\$ 9,267.32
Intercept	\$ 300.00	\$ 200.00	\$ (400.00)			\$ 100.00
Medicare	\$ 88,970.75	\$ 126,451.20	\$ (34,085.79)	\$ (47,740.00)		\$ 133,596.16
Medicaid	\$ 30,018.19	\$ 34,032.80	\$ (17,610.50)	\$ (25,102.84)		\$ 21,337.65
Other/Commercial	\$ 87,003.94	\$ 20,213.20	\$ (8,457.53)	\$ (345.87)		\$ 98,413.74
Patient	\$ 482,474.18	\$ 10,776.00	\$ (6,520.36)	\$ (1,556.00)	\$ (87,414.76)	\$ 397,759.06
Worker's Comp	\$ 971.39	\$ -	\$ -			\$ 971.39
TOTAL	\$ 694,200.62	\$ 201,949.20	\$ (69,573.43)	\$ (77,716.31)	\$ (87,414.76)	\$ 661,445.32

EMS BILLING
BREAKDOWN -TOTAL CHARGES
July 1, 2017 - June 30, 2018
Report as of October 31, 2017

	July 2017	August 2017	Sept 2017	Oct 2017	Adjustment	Totals	% of Total
No Insurance Information						\$ -	0.00%
Bluecross	\$ 7,616.80	\$ 5,319.60	\$ 8,771.40	\$ 10,276.00	\$ 191.60	\$ 32,175.40	4.35%
Intercept	\$ 200.00		\$ 400.00	\$ 200.00		\$ 800.00	0.11%
Medicare	\$ 93,981.80	\$ 121,672.00	\$ 73,260.80	\$ 126,451.20	\$ 17,338.00	\$ 432,703.80	58.56%
Medicaid	\$ 29,998.80	\$ 33,361.80	\$ 27,171.80	\$ 34,032.80	\$ 6,259.00	\$ 130,824.20	17.71%
Other/Commercial	\$ 26,335.20	\$ 31,967.40	\$ 28,178.40	\$ 20,213.20	\$ (18,891.20)	\$ 87,803.00	11.88%
Patient	\$ 15,784.20	\$ 20,029.80	\$ 11,348.00	\$ 10,776.00	\$ (5,790.80)	\$ 52,147.20	7.06%
Worker's Comp	\$ 872.40	\$ 685.00			\$ 893.40	\$ 2,450.80	0.33%
TOTAL	\$ 174,789.20	\$ 213,035.60	\$ 149,130.40	\$ 201,949.20	\$ (0.00)	\$ 738,904.40	100.00%

EMS BILLING
BREAKDOWN -TOTAL COUNT
July 1, 2017 - June 30, 2018
Report as of October 31, 2017

	July 2017	August 2017	Sept 2017	Oct 2017	Adjustment	Totals	% of Total
No Insurance Information						0	0.00%
Bluecross	9	7	11	12		39	4.14%
Intercept	2		4	2		8	0.85%
Medicare	117	151	98	154		520	55.14%
Medicaid	39	44	36	44		163	17.29%
Other/Commercial	36	41	36	25		138	14.63%
Patient	20	25	14	14		73	7.74%
Worker's Comp	1	1				2	0.21%
TOTAL	224	269	199	251	0	943	100.00%

TOTAL REVENUE COLLECTED AS OF 10/31/17 \$308,951.05
TOTAL EXPENDITURES AS OF 10/31/17 \$178,589.70

**EMS BILLING
AGING REPORT
July 1, 2017 to June 30, 2018
Report as of October 31, 2017**

	Current		31-60		61-90		91-120		121+ days		Totals							
Bluecross	\$	3,392.18	77%	\$	-	0%	\$	800.00	18%	\$	-	0%	\$	227.53	5%	\$	4,419.71	0.67%
Intercept	\$	100.00		\$	-		\$	-		\$	-		\$	-		\$	100.00	0.02%
Medicare	\$	62,148.03	98%	\$	2,475.86	4%	\$	(650.33)	-1%	\$	-	0%	\$	(334.42)	-1%	\$	63,639.14	9.62%
Medicaid	\$	25,446.43	77%	\$	1,052.34	3%	\$	524.38	2%	\$	-	0%	\$	6,064.99	18%	\$	33,088.14	5.00%
Other/Commercial	\$	40,579.44	54%	\$	13,765.50	18%	\$	1,248.02	2%	\$	3,107.26	4%	\$	16,767.75	22%	\$	75,467.97	11.41%
Patient	\$	48,328.52	10%	\$	23,184.34	5%	\$	31,201.82	6%	\$	27,596.41	6%	\$	353,447.88	73%	\$	483,758.97	73.14%
Worker's Comp	\$	-	0%	\$	-		\$	971.39		\$	-	0%	\$	-		\$	971.39	0.15%
TOTAL	\$	179,994.60		\$	40,478.04		\$	34,095.28		\$	30,703.67		\$	376,173.73		\$	661,445.32	
		27%			6%			5%			5%			57%			100%	100.00%

City of Auburn, Maine

"Maine's City of Opportunity"

Financial Services

To: Peter Crichton, City Manager
From: Jill Eastman, Finance Director
Re: Arena Financial Reports for October 31, 2017

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, 2017.

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, 2017.

Current Assets:

As of the end of October 2017 the total current assets of Norway Savings Bank Arena were (\$884,815). These consisted of cash and cash equivalents of \$91,177, accounts receivable of \$70,633, and an interfund payable of \$1,046,625.

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, 2017 was \$394,783.

Liabilities:

Norway Arena had accounts payable of \$37 as of October 31, 2017.

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 2017 are \$297,666. 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 2017 were \$399,750. These expenses include personnel costs, supplies, utilities, repairs, rent, capital purchases and maintenance.

As of October 2017 Norway Arena has an operating loss of \$102,084 compared to the September 2017 operating loss of \$62,906 an increase in the operating loss for the fiscal year of \$39,178.

As of October 31, 2017 Norway Arena has a decrease in net assets of \$102,084.

The budget to actual reports for revenue and expenditures, with comparison to the same period last year show that revenue for FY18 is \$35,950 less for this period than in FY17 and expenditures in FY18 are \$118,625 less than last year in October.

CITY OF AUBURN, MAINE
Statement of Net Assets
Norway Savings Bank Arena
October 31, 2017
Business-type Activities - Enterprise Fund

	October 31, 2017	September 30, 2017	Increase/ (Decrease)
ASSETS			
Current assets:			
Cash and cash equivalents	\$ 91,177	\$ 91,181	\$ (4)
Interfund receivables	\$ (1,046,625)	\$ (996,996)	\$ (49,629)
Prepaid Rent	\$	-	\$ -
Accounts receivable	70,633	61,156	\$ 9,477
Total current assets	(884,815)	(844,659)	(40,156)
Noncurrent assets:			
Capital assets:			
Buildings	58,223	58,223	-
Equipment	514,999	514,999	-
Land improvements	-	-	-
Less accumulated depreciation	(178,439)	(178,439)	-
Total noncurrent assets	394,783	394,783	-
Total assets	(490,032)	(449,876)	(40,156)
LIABILITIES			
Accounts payable	\$ 37	\$ 1,015	\$ (978)
Net pension liability	100,398	100,398	-
Total liabilities	100,435	101,413	(978)
NET ASSETS			
Invested in capital assets	\$ 394,783	\$ 394,783	\$ -
Unrestricted	\$ (985,250)	\$ (946,072)	\$ (39,178)
Total net assets	\$ (590,467)	\$ (551,289)	\$ (39,178)

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, 2017

	Norway Savings Arena
Operating revenues:	
Charges for services	\$ 297,666
Operating expenses:	
Personnel	124,474
Supplies	11,963
Utilities	84,176
Repairs and maintenance	6,398
Rent	168,828
Depreciation	-
Capital expenses	-
Other expenses	3,911
Total operating expenses	399,750
Operating gain (loss)	(102,084)
Nonoperating revenue (expense):	
Interest income	-
Interest expense (debt service)	-
Total nonoperating expense	-
Gain (Loss) before transfer	(102,084)
Transfers out	-
Change in net assets	(102,084)
Total net assets, July 1	(488,383)
Total net assets, October 31, 2017	\$ (590,467)

CITY OF AUBURN, MAINE
REVENUES - NORWAY SAVINGS BANK ARENA
Through October 31, 2017 compared to October 31, 2016

REVENUE SOURCE	FY 2018 BUDGET	ACTUAL REVENUES THRU OCT 2017	% OF BUDGET	FY 2017 BUDGET	ACTUAL REVENUES THRU OCT 2016	% OF BUDGET	VARIANCE
CHARGE FOR SERVICES							
Concussions	\$ 18,000	\$ -	0.00%	\$ 18,000	\$ -	0.00%	\$ -
Vending Machines	\$ -	\$ 938			\$ -		
Skate Rentals	\$ -	\$ 100			\$ -		
Sponsorships	\$ 275,000	\$ 93,837	34.12%	\$ 230,000	\$ 126,769	55.12%	\$ (32,932)
Pro Shop	\$ 8,500	\$ 1,044	12.28%	\$ 8,500	\$ 2,183	25.68%	\$ (1,139)
Programs	\$ 31,000	\$ 18,212	58.75%	\$ 31,000		0.00%	\$ 18,212
Rental Income	\$ 705,250	\$ 150,447	21.33%	\$ 672,250	\$ 164,731	24.50%	\$ (14,284)
Camps/Clinics	\$ 50,000	\$ 27,838	55.68%	\$ 50,000	\$ 38,895	77.79%	\$ (11,057)
Tournaments	\$ 50,000	\$ 5,250	10.50%	\$ 50,000	\$ -	0.00%	\$ 5,250
GRAND TOTAL REVENUES	\$ 1,137,750	\$ 297,666	26.16%	\$ 1,059,750	\$ 332,578	31.38%	\$ (35,950)

CITY OF AUBURN, MAINE
EXPENDITURES - NORWAY SAVINGS BANK ARENA
Through October 31, 2017 compared to October 31, 2016

DESCRIPTION	ACTUAL				ACTUAL			
	FY 2016 BUDGET	EXPENDITURES THRU OCT 2017	% OF BUDGET	FY 2016 BUDGET	EXPENDITURES THRU OCT 2016	% OF BUDGET	VARIANCE	
Salaries & Benefits	\$ 344,000	\$ 88,495	25.73%	\$ 311,000	\$ 122,565	39.41%	\$ (34,070)	
Purchased Services	\$ 71,656	\$ 5,989	8.36%	\$ 87,306	\$ 12,927	14.81%	\$ (6,938)	
Supplies	\$ 37,100	\$ 7,328	19.75%	\$ 37,150	\$ 14,507	39.05%	\$ (7,179)	
Utilities	\$ 225,150	\$ 62,444	27.73%	\$ 199,800	\$ 79,507	39.79%	\$ (17,063)	
Capital Outlay	\$ 103,500	\$ -	0.00%	\$ 57,000	\$ 11,168	19.59%	\$ (11,168)	
Rent	\$ 507,000	\$ 126,621	24.97%	\$ 507,000	\$ 168,828	33.30%	\$ (42,207)	
	\$ 1,288,406	\$ 290,877	22.58%	\$ 1,199,256	\$ 409,502	34.15%	\$ (118,625)	
GRAND TOTAL EXPENDITURES	\$ 1,288,406	\$ 290,877	22.58%	\$ 1,199,256	\$ 409,502	34.15%	\$ (118,625)	

City of Auburn, Maine

"Maine's City of Opportunity"

Financial Services

To: Peter Crichton, City Manager
From: Jill Eastman, Finance Director
Re: Financial Reports for October, 2017



Attached you will find a Statement of Net Assets and a Statement of Activities and budget to actual reports for Ingersoll Turf Facility for revenue and expenditures as of October 31, 2017.

INGERSOLL TURF FACILITY

Statement of Net Assets:

The Statement of Net Assets lists current assets, noncurrent assets, liabilities and net assets as of October 31, 2017.

Current Assets:

As of the end of October 2017 the total current assets of Ingersoll Turf Facility were \$11,054. This consisted of an interfund receivable of \$11,054 a reduction from September of \$15,621.

Noncurrent Assets:

Ingersoll's noncurrent assets are the building, and equipment that was purchased, less depreciation. The total value of the noncurrent assets as of October 31, 2017 was \$167,406.

Liabilities:

Ingersoll had no accounts payable as of October 31, 2017.

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 Ingersoll Turf Facility through October 2017 are \$17,238. This revenue comes from the sponsorships, programs, rental income and batting cages.

The operating expenses for Ingersoll Turf Facility through October 2017 were \$54,941. These expenses include personnel costs, supplies, utilities, repairs, capital purchases and maintenance.

As of October 2017 Ingersoll has an operating loss of \$37,703 compared to a net loss in September of \$22,254.

As of October 31, 2017 Ingersoll has a decrease in net assets of \$37,703.

The budget to actual reports for revenue and expenditures, show that the revenue for FY18 compared to FY 17.

Statement of Net Assets
Ingersoll Turf Facility
October 31, 2017
Business-type Activities - Enterprise Fund

	Oct 31, 2017	Sept 30, 2017	Increase/ (Decrease)
ASSETS			
Current assets:			
Cash and cash equivalents		\$ -	\$ -
Interfund receivables/payables	\$ 11,054	\$ 26,675	(15,621)
Accounts receivable	-	-	-
Total current assets	11,054	26,675	(15,621)
Noncurrent assets:			
Capital assets:			
Buildings	672,279	672,279	-
Equipment	86,625	86,625	-
Land improvements	18,584	18,584	-
Less accumulated depreciation	(610,082)	(610,082)	-
Total noncurrent assets	167,406	167,406	-
Total assets	178,460	194,081	(15,621)
LIABILITIES			
Accounts payable	\$ -	\$ 172	\$ (172)
Total liabilities	-	172	(172)
NET ASSETS			
Invested in capital assets	\$ 167,406	\$ 167,406	\$ -
Unrestricted	\$ 11,054	\$ 26,503	\$ (15,449)
Total net assets	\$ 178,460	\$ 193,909	\$ (15,449)

CITY OF AUBURN, MAINE
Statement of Revenues, Expenses and Changes in Net Assets
Ingersoll Turf Facility
Business-type Activities - Enterprise Funds
Statement of Activities
October 31, 2017

	Ingersoll Turf Facility
Operating revenues:	
Charges for services	\$ 17,238
Operating expenses:	
Personnel	28,246
Supplies	
Utilities	2,964
Repairs and maintenance	1,646
Rent	-
Depreciation	-
Capital expenses	19,900
Other expenses	2,185
Total operating expenses	54,941
Operating gain (loss)	(37,703)
Nonoperating revenue (expense):	
Interest income	-
Interest expense (debt service)	-
Total nonoperating expense	-
Gain (Loss) before transfer	(37,703)
Transfers out	-
Change in net assets	(37,703)
Total net assets, July 1	216,163
Total net assets, October 31, 2017	\$ 178,460

CITY OF AUBURN, MAINE
REVENUES - INGERSOLL TURF FACILITY
Through October 31, 2017 compared to October 31, 2016

REVENUE SOURCE	FY 2018 BUDGET	ACTUAL REVENUES THRU OCT 2017	% OF BUDGET	FY 2017 BUDGET	ACTUAL REVENUES THRU OCT 2016	% OF BUDGET
CHARGE FOR SERVICES						
Sponsorship	\$ 17,000	\$ 4,000	23.53%	\$ 15,000	\$ 6,000	40.00%
Batting Cages	\$ 11,520	\$ 2,668	23.16%	\$ 9,940	\$ 2,755	27.72%
Programs	\$ 80,000	\$ 8,299	10.37%	\$ 90,000	\$ 8,414	9.35%
Rental Income	\$ 103,650	\$ 2,271	2.19%	\$ 100,000	\$ 5,830	5.83%
TOTAL CHARGE FOR SERVICES	\$ 212,170	\$ 17,238	8.12%	\$ 214,940	\$ 22,999	10.70%
INTEREST ON INVESTMENTS	\$ -			\$ -		
GRAND TOTAL REVENUES	\$ 212,170	\$ 17,238	8.12%	\$ 214,940	\$ 22,999	10.70%

CITY OF AUBURN, MAINE
EXPENDITURES - INGERSOLL TURF FACILITY
Through October 31, 2017 compared to October 31, 2016

DESCRIPTION	ACTUAL				ACTUAL			
	FY 2018 BUDGET	EXPENDITURES THRU OCT 2017	% OF BUDGET	FY 2017 BUDGET	EXPENDITURES THRU OCT 2016	% OF BUDGET	Difference	
Salaries & Benefits	\$ 106,624	\$ 28,246	26.49%	\$ 101,899	\$ 25,548	25.07%	\$	2,698
Purchased Services	\$ 21,110	\$ 3,352	15.88%	\$ 20,750	\$ 3,271	15.76%	\$	81
Programs	\$ 7,000	\$ 460	6.57%	\$ 5,000	\$ 730	14.60%	\$	(270)
Supplies	\$ 5,000	\$ 19	0.38%	\$ 6,750	\$ 188	2.79%	\$	(169)
Utilities	\$ 39,720	\$ 2,964	7.46%	\$ 41,320	\$ 2,276	5.51%	\$	688
Insurance Premiums	\$ 2,431	\$ -	0.00%	\$ 2,383	\$ -	0.00%	\$	-
Capital Outlay	\$ 42,490	\$ 19,900	46.83%	\$ -	\$ -		\$	19,900
	\$ 224,375	\$ 54,941	24.49%	\$ 178,102	\$ 32,013	17.97%	\$	22,928
GRAND TOTAL EXPENDITURES	\$ 224,375	\$ 54,941	24.49%	\$ 178,102	\$ 32,013	17.97%	\$	22,928