



City Council Meeting and Workshop

December 2, 2013

Agenda

5:30 P.M. Workshop

- A. Executive Session, Fire Negotiations pursuant to 1 M.R.S.A. §405(6)(D) – Clint Deschene (20 Minutes)
- B. Executive Session, MAP Police Command negotiations pursuant to 1 M.R.S.A. §405(6)(D) – Clint Deschene (10 Minutes)
- C. Tree Harvesting – Denis D’Auteuil (20 Minutes)
- D. Executive Session, Lewiston-Auburn Economic Growth Council (LAEGC), pursuant to 1 M.R.S.A. §405(6)(E), Public Session to follow if needed.

7:00 P.M. City Council Meeting

Pledge of Allegiance

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

1. **Order 102-12022013***
Appointment of Wardens and Ward Clerks for December 2013 through December 2015.
2. **Order 103-12022013***
Accepting the transfer of Forfeiture Asset (Kourtney Francoeur).
3. **Order 104-12022013***
Accepting the transfer of Forfeiture Asset (Ashley Gleason).
4. **Order 105-12022013***
Accepting the transfer of Forfeiture Asset (Erick Estrada).

II. Minutes

- November 12, 2013 Joint Council Meeting
- November 18, 2013 Regular Council Meeting

III. Reports

Mayor’s Report

City Manager’s Report

- Update on the Petition to consolidate Lewiston and Auburn
- Update on naming the ball field at Pettengill Park

Committee Reports

- **Transportation**
 - Androscoggin Transportation Resource Center – Mayor LaBonte
 - Lewiston Auburn Transit – Councilor Gerry
 - Airport, Railroad – Councilor Hayes

Auburn City Council Meeting & Workshop

December 2, 2013

- **Bike-Ped Committee – Councilor Shea**
- **Housing**
 - **Community Development Block Grant, Neighborhood Stabilization Program, Auburn Housing Authority – Councilor Gerry**
- **Economic Development**
 - **L-A Economic Growth Council, Auburn Business Development Corporation**
- **Education**
 - **Auburn School Committee – Councilor Young**
 - **Auburn Public Library – Councilor LaFontaine**
 - **Great Falls TV – Councilor Young and Councilor Shea**
- **Environmental Services**
 - **Auburn Water District, Auburn Sewerage District – Councilor Crowley**
 - **Mid-Maine Waste Action Corp. – Councilor Walker**
- **Recreation**
 - **Recreation Advisory Board**
- **Public Safety**
 - **LA 911 – Councilor Walker**

City Councilors' Reports

IV. Communications, Presentations and Recognitions

- Presentation – John Storer on Water Rate Increase
- Recognition – City Council Service

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

VI. Unfinished Business - None

VII. New Business

1. **Order 106-12022013**
Approving the order to extend funding to the Lewiston Auburn Economic Growth Council through June 30, 2014 and also accepting the revised scope of services as noted in the proposed order.
2. **Order 107-12022013**
Amending the downtown TIF district 10 (Public hearing).
3. **Order 108-12022013**
Amending the Auburn Mall TIF district 14 (Public hearing).
4. **Order 109-12022013**
Adopting the new Ice Arena TIF district 18 (Public hearing).
5. **Order 110-12022013**
Authorizing the City Manager to amend the lease with Slapshot, LLC.

VIII. Executive Session

Auburn City Council Meeting & Workshop

December 2, 2013

A. Executive Session, MAP Police Patrol pursuant to 1 M.R.S.A. §405(6)(D) – No action required.

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

X. Adjournment

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

A. Discussion or consideration of the employment, appointment, assignment, duties, promotion, demotion, compensation, evaluation, disciplining, resignation or dismissal of an individual or group of public officials, appointees or employees of the body or agency or the investigation or hearing of charges or complaints against a person or persons subject to the following conditions:

(1) An executive session may be held only if public discussion could be reasonably expected to cause damage to the individual's reputation or the individual's right to privacy would be violated;

(2) Any person charged or investigated must be permitted to be present at an executive session if that person so desires;

(3) Any person charged or investigated may request in writing that the investigation or hearing of charges or complaints against that person be conducted in open session. A request, if made to the agency, must be honored; and

(4) Any person bringing charges, complaints or allegations of misconduct against the individual under discussion must be permitted to be present.

This paragraph does not apply to discussion of a budget or budget proposal;

B. Discussion or consideration by a school board of suspension or expulsion of a public school student or a student at a private school, the cost of whose education is paid from public funds, as long as:

(1) The student and legal counsel and, if the student is a minor, the student's parents or legal guardians are permitted to be present at an executive session if the student, parents or guardians so desire;

C. Discussion or consideration of the condition, acquisition or the use of real or personal property permanently attached to real property or interests therein or disposition of publicly held property or economic development only if premature disclosures of the information would prejudice the competitive or bargaining position of the body or agency;

D. Discussion of labor contracts and proposals and meetings between a public agency and its negotiators. The parties must be named before the body or agency may go into executive session. Negotiations between the representatives of a public employer and public employees may be open to the public if both parties agree to conduct negotiations in open sessions;

E. Consultations between a body or agency and its attorney concerning the legal rights and duties of the body or agency, pending or contemplated litigation, settlement offers and matters where the duties of the public body's or agency's counsel to the attorney's client pursuant to the code of professional responsibility clearly conflict with this subchapter or where premature general public knowledge would clearly place the State, municipality or other public agency or person at a substantial disadvantage;

F. Discussions of information contained in records made, maintained or received by a body or agency when access by the general public to those records is prohibited by statute;

G. Discussion or approval of the content of examinations administered by a body or agency for licensing, permitting or employment purposes; consultation between a body or agency and any entity that provides examination services to that body or agency regarding the content of an examination; and review of examinations with the person examined; and

H. Consultations between municipal officers and a code enforcement officer representing the municipality pursuant to Title 30-A, section 4452, subsection 1, paragraph C in the prosecution of an enforcement matter pending in District Court when the consultation relates to that pending enforcement matter.



City Council Workshop Information Sheet

City of Auburn

Council Workshop Date: December 2, 2013

Item A

Author: Clint Deschene

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

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

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

Subject: Fire Labor Contract

Information: No later than the night of the workshop the City Council will be supplied with a confidential draft of a proposed labor contract with the IAFF Local 797, the fire department.

The Council per practice will discuss in executive session and then post the contract for consideration and vote on December 16th, 2013.

Financial: Yes, the cost to implement the terms of the contract.

Action Requested at this Meeting: Discussion

Previous Meetings and History: Regular updates since expiration of contract.

Attachments:

*Agenda items are not limited to these categories.



City Council Workshop Information Sheet

City of Auburn

Council Workshop Date: December 2, 2013

Item B

Author: Clint Deschene

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

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

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

Subject: Police MAP Command Contract

Information: No later than the night of the workshop the City Council will be supplied with a confidential draft of a proposed labor contract with Police MAP Command.

The Council per practice will discuss in executive session and then post the contract for consideration and vote on December 16th, 2013.

Financial: Yes, the cost to implement the terms of the contract.

Action Requested at this Meeting: Discussion

Previous Meetings and History: Regular updates since expiration of contract.

Attachments:

*Agenda items are not limited to these categories.



City Council Workshop Information Sheet

City of Auburn

Council Workshop Date: December 2, 2013

Item C

Author: Denis D'Auteuil

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

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

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

Subject: Tree Harvesting Discussion

Information: Based on the attached agenda request form City staff recommends that a review of tree harvesting operations in the City be reviewed by the Public Services Department, City Planner and Code Enforcement Officer. In addition this review should integrate the Council's direction to implement a Park's Commission. It is clear that a policy review of this issue would fall to a Parks Commission if currently in place. In addition the City will review the proper allocation of revenues generated from future tree harvesting activities and permitting function of such activities. Until this review is completed staff recommends a moratorium of 180 days on all tree harvesting activities within the City. The next tree harvest is being coordinated by the Auburn School Department and is scheduled for the summer of 2014.

Financial: none

Action Requested at this Meeting:

Direct the City Manager to coordinate staff to work with all interested parties to review tree harvesting operations in the City. This review would consider the proper allocation of revenues generated from future tree harvesting activities, permitting function of such activities and integrate the Public Services Department with a Parks Commission on this process.

Until this review is completed The City Council hereby imposes a moratorium of 180 days on all tree harvesting activities within the City.

Previous Meetings and History: None

Attachments: Workshop Agenda Item Request Form submitted by Councilor Gerry

*Agenda items are not limited to these categories.



City Council
Workshop Agenda Item Request Form

City of Auburn

Requesting Councilor's Name: Belinda Gerry

Second Councilor Name: David C. Gentry

Policy:

To clearly define the procedure/ in ordinance the harvesting of trees on City/School property, the need for a forestry/land use plan before harvest, acceptable use of the revenue generated and fair amount to be put in the Community Cords Program

Summary of Issue:

There is nothing now in place for the School to follow regarding revenues generated from the harvest of land adjacent to Schools. They have harvested trees without discussing their proposed project with the City Council, not sharing with us their forestry/land use plan and proposed use for the revenue generated.

Recommended Action for Consideration:

In regards to the recent discussions of the harvesting of trees on school properties and the fact that they have already harvested trees, I request the City Council to:

1. Discuss and consider the School's use of the revenues generated by this project.
2. Decide a fair amount (percentage) of money for the School Department to be turned over to the Community Cord's program from this and future projects.
3. To review the forestry/land use plan developed and implemented by the School Department in regards to this and future projects.
4. Request the School Committee and School Administration to be present to explain the process they followed to get them to the point of having trees harvested and revenue generated.
 - a. Provide in our packet of information a copy of their forest/land use plan that covers this project and any other proposed projects for the future.
 - b. Provide us a copy of the contract or contracts that they signed for the service and any other agency they may have partnered to do the harvesting, details concerning amount of land that trees were harvested on, type of trees, amount of wood taken and amount of money that this project generated.
 - c. I would also request information to be provided on whether or not there was any communication with The Lewiston Auburn Community Forest Board, any consultation with them in regard to this proposed project and any recommendations they may have made.
 - d. My final request of information to be provided by the School administration is was there any communication with any of our City's Departments like Public works, Park and Rec, our City's Arborist were they consulted or used the service of City Departments to help the School plan the project?
5. I request that the City Council have the committees, City Departments and vested parties of jurisdiction come back to the council with a proposed city ordinance to clearly define the procedure/ in ordinance the harvesting of trees on City/School property, the need for a forestry/land use plan before harvest, acceptable use of the revenue generated and fair amount to be put in the Community Cords Program

City of Auburn



City Council Workshop Information Sheet

City of Auburn

Council Workshop Date: 12/02/2013

Item D

Author: Clint Deschene

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

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

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

Subject: Lewiston-Auburn Economic Growth Council (LAEGC)

Information: As a result of prior meetings and most recently a workshop on November 11th, 2013, the Council came to consensus to discuss and act upon a proposed order to continue funding to LAEGC with contingencies to have a joint, facilitated meeting with Lewiston.

Financial: Impact use of TIF revenues, Municipal Budget and ultimate delivery of economic development services

Action Requested at this Meeting: Discussion, Act on Order 106-12022013.

Previous Meetings and History: 4 November 2013- discussed the contract and reviewed the Mayor's memo to the Council. November 18th, 2013 had a workshop to discuss the direction.

Attachments: Proposed Order 106-12022013

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

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



Jonathan LaBonte, Mayor

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

IN CITY COUNCIL

ORDER 106-12022013

WHEREAS, the Auburn City Council adopted a position in the 2014 budget, “that the City Manager shall propose and have established by the Auburn City Council a contract with LAEGC for services to be provided to the City of Auburn for economic development to occur within 5 months of the fiscal year with the consequence being the elimination of funding.”;

WHEREAS, the City Manager and Mayor delivered to the Auburn City Council a proposed scope of service and contract at the October 21, 2013 City Council Meeting;

WHEREAS, the Lewiston Auburn Economic Growth Council presented a revised scope of services to the Auburn City Council on November 18, 2013;

THEREFORE, BE IT ORDERED that the City Council of the City of Auburn hereby extends funding to the Lewiston Auburn Economic Growth Council through June 30, 2014 and be it further ordered that the City Council accepts the revised scope of services as a basis of framework for continued negotiation contingent upon:

The City of Lewiston and the Board of LAEGC will join Auburn in a joint workshop and presentation on economic development models targeted for January 27th, 2014;

That the joint workshop marks the initiation of strategy development for economic development work between partner and that a Joint Economic Development Committee will be established not long after said joint workshop to advise on the strategy development process and the finalization of a proposed scope of services.



City Council Agenda Information Sheet

City of Auburn

Council Meeting Date: December 2, 2013

Order 102-12022013*

Author: Sue Clements-Dallaire, City Clerk

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

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

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

Subject: Appointment of Wardens and Ward Clerks for 2014 and 2015.

Information: The City Clerk nominates Wardens and Ward Clerks to be appointed by the City Council. One Warden and one Ward Clerk are to be appointed for each polling place.

Peter Letourneau	Warden	Ward 1	Washburn School
Stella Doyon	Ward Clerk	Ward 1	
Connie Bilodeau	Warden	Ward 2	Auburn Middle School
Beverly Ouellette	Ward Clerk	Ward 2	
Lynn Bulmer	Warden	Ward 3 May and June	Auburn Hall
Sherri Flaherty	Ward Clerk	Ward 3 May and June	
Jane Audet	Warden	Ward 4	Fairview School
Sheila Desgrosseilliers	Ward Clerk	Ward 4	
Norman McKeone	Warden	Ward 5	Sherwood Heights School
Roland Jordan	Ward Clerk	Ward 5	

Sec. 5.2. Wardens and ward clerks.

The city clerk shall nominate wardens and ward clerks who shall be confirmed by the city council. Wardens and ward clerks shall be residents of the city and shall hold office for two years from the first Monday in December following the regular municipal election or until a replacement has been confirmed. Wardens and ward clerks shall swear their faithful performance of duties to the city clerk or deputy city clerk.

Financial: N/A

Action Requested at this Meeting: Recommend passage

Previous Meetings and History: N/A

Attachments:

21-A Ch 7 §501 Wardens and Ward Clerks
Order 102-12022013

*Agenda items are not limited to these categories.

Title 21-A: ELECTIONS

Chapter 7: ELECTION OFFICIALS

§501. Wardens and ward clerks

1. In a city. In a city, the selection, term of office, compensation and partial duties of wardens and ward clerks are determined by the city charter. Additional duties are prescribed by this Title.

[1987, c. 188, §4 (AMD) .]

2. In a town. In a town, with the approval of the municipal officers, the clerk of the municipality shall appoint a warden and may appoint one or more deputy wardens to assist in the duties on election day. If the clerk appoints another person as warden, the clerk may serve as deputy warden. It does not constitute an incompatibility of office for the clerk to serve as warden or deputy warden. The warden and deputy warden are entitled to a reasonable compensation as determined by the municipal officers.

[1995, c. 459, §32 (AMD) .]

3. Provisions applicable to both towns and cities. A warden, ward clerk or any deputy warden may not be an officer of a municipal committee of a political party. Ward clerks or deputy wardens shall perform the duties of the warden when necessary and may not replace election clerks prescribed by this Title. The warden, ward clerk and deputy wardens must be registered voters of the municipality, except when a nonresident clerk is acting as either warden, ward clerk or deputy warden. When there is a vacancy in the office of warden, ward clerk or deputy warden, a person who is a resident of the county may serve as a replacement on a per election basis until the end of the vacated term. Before assuming the duties of office, the warden is sworn by the municipal clerk, and the ward clerk or deputy warden is sworn by the municipal clerk or by the warden.

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



Jonathan LaBonte, Mayor

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

IN CITY COUNCIL

ORDER 102-12022013

ORDERED, that the City Council hereby appoints the following individuals as Wardens and Ward Clerks for December 2013 through December 2015;

Peter Letourneau	Warden	Ward 1	Washburn School
Stella Doyon	Ward Clerk	Ward 1	
Connie Bilodeau	Warden	Ward 2	Auburn Middle School
Beverly Ouellette	Ward Clerk	Ward 2	
Lynn Bulmer	Warden	Ward 3	Auburn Hall
Sherri Flaherty	Ward Clerk	Ward 3	
Jane Audet	Warden	Ward 4	Fairview School
Sheila Desgrosseilliers	Ward Clerk	Ward 4	
Norman McKeone	Warden	Ward 5	Sherwood Heights School
Roland Jordan	Ward Clerk	Ward 5	



City Council Agenda Information Sheet

City of Auburn

Council Meeting Date: December 2, 2013

Order 103-02192013*

Author: Phillip L. Crowell, Jr., Chief of Police

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

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

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

Subject: Transfer of Forfeiture Asset – Kourtney Francoeur.

Information: In August 2013, Auburn Police officers were conducting a plain clothes detail. They encountered a female known to them as a drug dealer and user who had current bail conditions of search. The female, identified as Kourtney Francoeur, was encountered as she exited a room from a motel in the City of Auburn. A search of the female pursuant to her bail conditions revealed she was in possession of crack cocaine and heroin as well as \$2,464.00 in US Currency. In addition, she had in her possession a box of Glad plastic bags which are commonly used by drug dealers to package and distribute drugs to customers.

Ms. Francoeur was arrested and charged with the following criminal offenses:

- One count of Unlawful Possession of Schedule Drugs; Class C.
- One count of Unlawful Possession of Schedule Drugs; Class D (Note based on prior convictions, this charge will more than likely be raised to Class C by the District Attorney's Office.)
- One count of Unlawful Possession of Schedule Drugs; Class E
- One count of Violating Conditions of Release; Class E.

Financial: The State of Maine, Office of the Attorney General, seeks to transfer \$2,464.00 U.S. Currency, to the Auburn Police Department.

Action Requested at this Meeting: Vote to accept transfer of \$2,464.00 in U.S. Currency.

Previous Meetings and History: N/A

Attachments:

- Memo to City Manager
- Order 103-12022013

*Agenda items are not limited to these categories.



Auburn Police Department



Memorandum

Phillip L. Crowell
Chief of Police

Jason D. Moen
Deputy Chief

Rita P. Beaudry
Executive Assistant

To: Clinton Deschene, City Manager
From: Phillip L. Crowell, Jr., Chief of Police
Date: November 22, 2013
Re: Criminal Forfeiture Funds – Kourtney Francoeur

The Auburn Police Department seeks to accept the following Criminal forfeited assets:

- **Superior Court Criminal Docket No. CR-13-974 – Kourtney Francoeur \$2,464.00**

In August 2013, Auburn Police officers were conducting a plain clothes detail. They encountered a female known to them as a drug dealer and user who had current bail conditions of search. The female was encountered as she exited a room from a motel in the City of Auburn. A search of the female pursuant to her bail conditions revealed she was in possession of crack cocaine and heroin as well as \$2,464.00 in US Currency. In addition, she had in her possession a box of Glad plastic bags which are commonly used by drug dealers to package and distribute drugs to customers.

The female was arrested and charged with the following criminal offenses:

- One count of Unlawful Possession of Schedule Drugs; Class C.
- One count of Unlawful Possession of Schedule Drugs; Class D (Note based on prior convictions, this charge will more than likely be raised to Class C by the District Attorney's Office.)
- One count of Unlawful Possession of Schedule Drugs; Class E
- One count of Violating Conditions of Release; Class E.

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



Jonathan LaBonte, Mayor

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

IN CITY COUNCIL

ORDER 103-12022013

ORDERED, that the municipality of Auburn, Maine, by and through its municipal officers, and does hereby grant approval pursuant to 15 M.R.S.A. §5824(3) & §5826(6) to the transfer of Defendant(s) in Rem (Kourtney Francoeur), or any portion thereof (\$2,464.00 U.S. Currency) on the grounds that the Auburn Police Department did make a substantial contribution to the investigation of this or a related criminal case.

WHEREFORE, the municipality of Auburn, Maine does hereby approve of the transfer of the Defendant(s) in Rem (Kourtney Francoeur), or any portion thereof (\$2,464.00 U.S. Currency), pursuant to 15 M.R.S.A. § 5824(3) & §5826(6) by vote of the Auburn municipal legislative body on or about December 2, 2013.



City Council Agenda Information Sheet

City of Auburn

Council Meeting Date: December 2, 2013

Order 104-12022013*

Author: Phillip L. Crowell, Jr., Chief of Police

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

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

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

Subject: Transfer of Forfeiture Asset – Ashley Gleason.

Information: In February of 2013, an Auburn Police officer conducted a motor vehicle stop within the city limits of Auburn. The male operator and female passenger of the vehicle were both on bail conditions and subject to search. Subsequently, the female passenger, Ashley Gleason, was found to be in possession of multiple illegal drugs to include heroin, marijuana, cocaine and 52 Oxycodone prescription pills. In addition, Ms. Gleason was in possession of \$6,341.00 in US Currency. She was arrested and all drugs and currency were seized.

Ms. Gleason was charged with the following criminal offenses:

- 3 counts of Unlawful Trafficking in Schedule Drugs; Class B
- 3 counts of Unlawful Possession of Schedule Drugs; Class C
- Trafficking in Prison Contraband; Class C
- Unlawful Possession of Schedule Drugs; Class D
- Violation of Conditions of Release; Class D and

Civil Possession of a Usable Amount of Marijuana

Financial: The State of Maine, Office of the Attorney General, seeks to transfer \$6,341.00 U.S. Currency, to the Auburn Police Department.

Action Requested at this Meeting: Vote to accept transfer of \$6,341.00 in U.S. Currency.

Previous Meetings and History: N/A

Attachments:

- Memo to City Manager
- Order 104-12022013

*Agenda items are not limited to these categories.



Auburn Police Department



Memorandum

Phillip L. Crowell
Chief of Police

Jason D. Moen
Deputy Chief

Rita P. Beaudry
Executive Assistant

To: Clinton Deschene, City Manager
From: Phillip L. Crowell, Jr., Chief of Police
Date: November 22, 2013
Re: Criminal Forfeiture Funds – **Ashley Gleason**

The Auburn Police Department seeks to accept the following Criminal forfeited assets:

- **Superior Court Criminal Docket No. CR-13-911 – Ashley Gleason \$6,341.00**

In February of 2013, an Auburn Police officer conducted a motor vehicle stop within the city limits of Auburn. The male operator and female passenger of the vehicle were both on bail conditions and subject to search. Subsequently, the female passenger, Ashley Gleason, was found to be in possession of multiple illegal drugs to include heroin, marijuana, cocaine and 52 Oxycodone prescription pills. In addition, Ms. Gleason was in possession of \$6,341.00 in US Currency. She was arrested and all drugs and currency were seized.

Ms. Gleason was charged with the following criminal offenses:

- 3 counts of Unlawful Trafficking in Schedule Drugs; Class B
- 3 counts of Unlawful Possession of Schedule Drugs; Class C
- Trafficking in Prison Contraband; Class C
- Unlawful Possession of Schedule Drugs; Class D
- Violation of Conditions of Release; Class D and
- Civil Possession of a Usable Amount of Marijuana

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



Jonathan LaBonte, Mayor

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

IN CITY COUNCIL

ORDER 104-12022013

ORDERED, that the municipality of Auburn, Maine, by and through its municipal officers, and does hereby grant approval pursuant to 15 M.R.S.A. §5824(3) & §5826(6) to the transfer of Defendant(s) in Rem (Ashley Gleason), or any portion thereof (\$6,341.00 U.S. Currency) on the grounds that the Auburn Police Department did make a substantial contribution to the investigation of this or a related criminal case.

WHEREFORE, the municipality of Auburn, Maine does hereby approve of the transfer of the Defendant(s) in Rem (Ashley Gleason), or any portion thereof (\$6,341.00 U.S. Currency), pursuant to 15 M.R.S.A. § 5824(3) & §5826(6) by vote of the Auburn municipal legislative body on or about December 2, 2013.



City Council Agenda Information Sheet

City of Auburn

Council Meeting Date: December 2, 2013

Order 105-12022013*

Author: Phillip L. Crowell, Jr., Chief of Police

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

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

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

Subject: Transfer of Forfeiture Asset – Erick Estrada.

Information: In May of 2013, an Auburn Police officer conducted a motor vehicle stop within the city limits of Auburn. Subsequent to a search, crack cocaine, 4 bags of heroin and 10 Oxycodone pills were located. In addition, \$1,851.00 in US Currency was located. Two subjects in the vehicle were arrested and all drugs and currency were seized.

Mr. Estrada was in possession of the currency and was charged with the following criminal offenses:

- 3 counts of Aggravated Trafficking in Schedule Drugs; Class A

The offenses were elevated to aggravated because of the close proximity of the offense in relation to Washburn Elementary School on Lake Auburn Avenue.

Financial: The State of Maine, Office of the Attorney General, seeks to transfer \$1,851.00 U.S. Currency, to the Auburn Police Department.

Action Requested at this Meeting: Vote to accept transfer of \$1,851.00 in U.S. Currency.

Previous Meetings and History: N/A

Attachments:

- Memo to City Manager
- Order 105-12022013

*Agenda items are not limited to these categories.



Auburn Police Department



Memorandum

Phillip L. Crowell
Chief of Police

Jason D. Moen
Deputy Chief

Rita P. Beaudry
Executive Assistant

To: Clinton Deschene, City Manager
From: Phillip L. Crowell, Jr., Chief of Police
Date: November 22, 2013
Re: Criminal Forfeiture Funds – Erick Estrada

The Auburn Police Department seeks to accept the following Criminal forfeited assets:

- **Superior Court Criminal Docket No. CR-13-621 – Erick Estrada \$1,851.00**

In May of 2013, an Auburn Police officer conducted a motor vehicle stop within the city limits of Auburn. Subsequent to a search, crack cocaine, 4 bags of heroin and 10 Oxycodone pills were located. In addition, \$1,851.00 in US Currency was located. Two subjects in the vehicle were arrested and all drugs and currency were seized.

Mr. Estrada was in possession of the currency and was charged with the following criminal offenses:

- 3 counts of Aggravated Trafficking in Schedule Drugs; Class A

The offenses were elevated to aggravated because of the close proximity of the offense in relation to Washburn Elementary School on Lake Auburn Avenue.

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



Jonathan LaBonte, Mayor

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

IN CITY COUNCIL

ORDER 105-12022013

ORDERED, that the municipality of Auburn, Maine, by and through its municipal officers, and does hereby grant approval pursuant to 15 M.R.S.A. §5824(3) & §5826(6) to the transfer of Defendant(s) in Rem (Erick Estrada), or any portion thereof (\$1,851.00 U.S. Currency) on the grounds that the Auburn Police Department did make a substantial contribution to the investigation of this or a related criminal case.

WHEREFORE, the municipality of Auburn, Maine does hereby approve of the transfer of the Defendant(s) in Rem (Erick Estrada), or any portion thereof (\$1,851.00 U.S. Currency), pursuant to 15 M.R.S.A. § 5824(3) & §5826(6) by vote of the Auburn municipal legislative body on or about December 2, 2013.

JOINT MEETING WITH LEWISTON NOVEMBER 12, 2013 VOL. 33 PAGE 193

Mayor MacDonald called the meeting to order at 6:00 P.M. in Council Chambers of Lewiston City Hall and led the assembly in the salute to the flag and a moment of silence. Councilor Desjardins of Lewiston and Councilor Shea of Auburn both had excused absences. All other Lewiston and Auburn Councilors were present.

Discussion on the following;

1. Review of LATC Bus Purchasing and Maintenance History – Operational Impacts
2. Review of Halsey King Associates Report
3. Update on Status of Western Maine Transportation Improvements/Compliance Efforts
4. Proposed Resolve to Re-Purpose LATC Capital Reserve Funding
5. Joint Council discussion to expand the scope of services for the LATC route study to include an organizational study
6. Updates on Portland-Lewiston-Auburn Joint Resolve

Resolve 08-11122013

Authorizing the re-purposing of the Lewiston-Auburn Transit Committee (LATC) Capital Reserve Funding.

Motion was made by Lewiston Councilor Butler and seconded by Auburn Councilor LaFontaine.

Passage 6-0 Lewiston (Councilor Desjardins absent) and passage 6-0 Auburn (Councilor Shea absent). Roll call votes were taken.

Adjournment at 7:08 P.M.

A True Copy.

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

IN COUNCIL REGULAR MEETING NOVEMBER 18, 2013 VOL. 33 PAGE 194

Mayor LaBonte called the meeting to order at 7:10 P.M. in the Council Chambers of Auburn Hall and led the assembly in the salute to the flag. All Councilors were present.

I. Consent Items* - None

II. Minutes

- October 21, 2013 Regular Council Meeting
- November 4, 2013 Regular Council Meeting

Motion was made by Councilor LaFontaine and seconded by Councilor Hayes to approve the minutes of October 21, 2013 and November 4, 2013 as presented. Passage 7-0.

III. Reports

Mayor's Report - reported

City Councilors – Councilors LaFontaine and Young reported. Councilor Crowley submitted a written report and reported on additional items.

City Manager's Report – Public Services update – reported on additional items.

Finance Director, Jill Eastman – October 2013 Monthly Finance Report

Motion was made by Councilor Young and seconded by Councilor LaFontaine to accept and place on file the October 2013 finance report. Passage 7-0.

IV. Communications, Presentations and Recognitions - None

V. Open Session – Larry Pelletier of New Auburn on the status of the Park Watch Program.

VI. Unfinished Business

1. Ordinance 14-11042013

Adopting an amendment to the Business licensing Code of Ordinances to include the definition of Garage Sales. Second reading.

Motion was made by Councilor LaFontaine and seconded by Councilor Walker to adopt the amendment to the Business licensing Code of Ordinances to include the definition of Garage Sales.

Public comment – No one from the public spoke.

Passage 7-0 (roll call vote).

VII. New Business

1. Order 99-11182013

IN COUNCIL REGULAR MEETING NOVEMBER 18, 2013 VOL. 33 PAGE 195

Authorizing the City Manager to purchase property at 88 Newbury Street for a purchase price of \$38,900 plus reasonable closing costs funded from Downtown TIF District #10.

Motion was made by Councilor Lafontaine and seconded by Councilor Walker to authorize the City Manager to purchase property at 88 Newbury Street for a purchase price of \$38,900 plus reasonable closing costs funded from Downtown TIF District #10.

Public comment - no one from the public spoke.

Passage 7-0.

2. Order 100-11182013

Authorizing the City Manager to execute the collective bargaining agreement with MSEA Local 1989.

Motion was made by Councilor LaFontaine and seconded by Councilor Walker to authorize the City Manager to execute the collective bargaining agreement with MSEA Local 1989.

Public comment - no one from the public spoke.

Passage 6-1 (Councilor Crowley opposed).

VIII. Executive Session

- Lewiston/Auburn Economic Growth Council (LAEGC) – Executive Session for consultation with City Attorney, pursuant to 1 M.R.S.A. §405(6)(E).

Motion was made by Councilor Lafontaine and seconded by Councilor Walker to enter into executive session. Passage 6-1 (Councilor Crowley opposed), 7:38 P.M.
The Mayor declared Council out of executive session at 8:56 P.M.

- Poverty Abatement discussion, pursuant to 36 M.R.S.A. Sec. 841(2) with possible action to follow.

Motion was made by Councilor LaFontaine and seconded by Councilor Walker to enter into executive session. Passage 7-0, 8:59 P.M.
The Mayor declared Council out of executive session at 9:08 P.M.

Motion was made by Councilor LaFontaine and seconded by Councilor Crowley to deny the poverty abatement for case # 1478 (Order #101-11-182013). Passage 5-2 (Councilors Gerry and Walker opposed).

IN COUNCIL REGULAR MEETING NOVEMBER 18, 2013 VOL. 33 PAGE 196

- Labor negotiations update (Fire, MAP Patrol, MAP Command) pursuant to 1 M.R.S.A. §405(6)(D).

Motion was made by Councilor LaFontaine and seconded by Councilor Walker to enter into executive session. Passage 7-0, 9:10 P.M.

The Mayor declared Council out of executive session at 9:40 P.M.

IX. Open Session – No one from the public spoke

X. Adjournment

Motion was made by Councilor LaFontaine and seconded by Councilor Walker to adjourn. Passage 7-0, 9:41 P.M.

A True Copy.

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

TIMELINE FOR FORMAL MERGER PROCESS OF LEWISTON & AUBURN

Background - Under the statutes (MRSA Title 30-A, Sec 2151 – 2156), when 1,000 valid signatures are submitted on a petition to consolidate two or more municipalities, the City Council shall schedule at the next available election, the election of three Joint Charter Commissioners (three from Lewiston and three from Auburn). Once elected, the six Joint Charter Commission members are tasked with drafting a consolidation agreement.

~~November 2013~~—~~1,000 signatures have been submitted and verified on a Lewiston petition to start the formal process to consolidate the Cities of Lewiston and Auburn.~~1,000 signatures have been submitted and verified on an Auburn petition to start the formal process to consolidate the Cities of Lewiston and Auburn (validation completed 7/25/2013).

~~December 32, 2014~~2013 City Council meeting – ~~Receive report on submission and completion of consolidation petition~~update Council on status.

January 76, 2014 City Council meeting – Workshop issue with new City Council

January 21, 2014 City Council meeting (held on Tuesday due to the holiday) – Vote to set election date for the Joint Charter Commissioners as June 10, 2014

February 10, 2014 – Nomination papers become available for the Joint Charter Commission seats (120 days before election day by ~~Lewiston-Auburn~~ Charter)

~~April 11~~March 27, 2014 – Filing deadline for nomination papers for Joint Charter Commission seats (~~60-75~~ days before election day by ~~Lewiston-Auburn~~ Charter)

June 10, 2014 – Election Day:- Top three candidates receiving the most votes are elected to serve as the three Joint Charter Commissioners from ~~Lewiston~~Auburn.

June 11, 2014 – Sworn into office

June 12, 2014 - Begin work on the consolidation agreement. Per statutes (MRSA Title 30-A, Sec 2152 ss 3), the Agreement must contain:

- A) Names of municipalities consolidating (Lewiston and Auburn)
- B) Proposed name of municipality
- C) The property, real and personal, belonging to each municipality and its fair value
- D) The indebtedness, bonded and otherwise, of each municipality
- E) The proposed name and location of the municipal office
- F) The proposed charter
- G) The terms for apportioning tax rates to service the existing bonded indebtedness of each respective municipalities
- H) Any other necessary and proper facts and terms (Note – I would assume possibly tasks and deadlines related to actual transition, effective date, etc.)

When proposed Consolidation Agreement is completed by Commission

~~(6 months, 12 months, 18 months—I do not see a time frame deadline in the statutes so I guess they can take as long as they need - there does not appear to be a time frame deadline in the statutes):~~

The Agreement then needs to be voted on by the citizens at a municipal election. Both sides need to approve it by a majority vote in order for it to pass. (30-A, sec 2152 ss4)

If it is the Charter Commission's goal to bring this to the voters at the November 2015 election:

August 31, 2015 – At the absolute latest – Ballot wording to City Clerk to design absentee and official ballots. Not sure what questions would appear on the ballot – just one Yes or No question to approve or not approve the Consolidation Agreement? Any other ballot questions related to this issue? Should be consistent with Lewiston.

September 8, 2015 – Order ballots from printers

October 1, 2015 – Absentee ballots available (30-45 days before election)

October 2, 2015 – Last day to do public notice of public hearing (Title 30-A, Sec 2152, ss4B)

October 23, 2015 – Last day to hold a public hearing on the Consolidate Agreement (Title 30-A, Sec 2152 ss4A)

November 3, 2015 – Election Day – On ballot is election of regular municipal officers - Mayor, City Council, School Committee and question of approving Consolidation Agreement

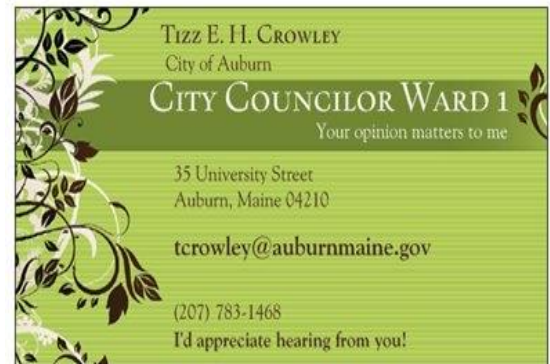
If Consolidation Agreement is approved by both cities, then it goes into effect on the effective date predetermined in the Agreement. Time would need to be allotted for planning and conducting the transition. Statutes (30-A, Sec 2154) say each city's ordinances remain in effect for 2 years (not "up to", but a definitive two years) after the effective date of the consolidation at which point they become void, so it appears the communities would have 2 years to work through the transition and set up of a new community.

To be resolved in January 2014 by City Attorney and staff:

- 1) How many signatures are needed on the nomination petitions? Would it be one hundred since that is what is needed for Mayor which is citywide?
- 2) Need written description of office they are running for and specific title of office. Is it "Joint Charter Commissioner"? Description: Members of the Joint Charter Commission shall draft and prepare a Consolidation Agreement, as defined in 30-A MRSA Sec 2152, for the purpose of consolidating the municipalities of Lewiston and Auburn.
- 3) ~~Kathy~~—Question for Ethics Commission – position subject to campaign finance regulations – reports, contribution limits, etc.?

Auburn Sewerage District Report for Meeting Monday 2013.12.02

Prepared: Monday 2013.11.25
TO: Residents of Auburn and the Auburn City Council
FROM: Tizz E. H. Crowley- Auburn City Council Ward 1
Mayor LaBonté's representative to ASD



The Auburn Sewerage District Trustees met on Tuesday, November 19, 2013 at the District's office, 268 Court St.

In the discussion of sewer rates, it was noted that Auburn Sewerage District has much of our CSO (combined sewer overflows) work completed. This work removes storm water from our sewer system and treatment plant. Combined sewer systems are sewers that are designed to collect rainwater runoff, domestic sewage, and industrial wastewater in the same pipe. Most of the time, combined sewer systems transport all of their wastewater to a sewage treatment plant, where it is treated and then discharged to a water body. During periods of heavy rainfall or snowmelt, however, the wastewater volume in a combined sewer system can exceed the capacity of the sewer system or treatment plant. For this reason, combined sewer systems are designed to overflow occasionally. We want to remove the storm water from the sewer system to reduce demand on the treatment plan and reduce the overflows that might dump into the Androscoggin River. Lewiston often uses its storm water "rain tax" for this type of construction project and so Lewiston's sewer payments do not pay for this work. The goal of CSO work is to be able to handle overflow from a 1 year-type storm.

The season to use our vacuum truck is coming to a close due to temperatures. It is unwise to use pumps that might retain water. If the water freezes we would damage the equipment. The vacuum truck has already saved us some money in our capital budget as we don't need to hire outside business in some of the maintenance work.

The upgrade to lift station E-5, located on the east side of Taylor Pond, is complete and working quite well.

Talk about a swing in local temperatures! October high was reported at 78 and low of only 19. The average was 48 degrees F.

Repair and maintenance of manholes are reported each month. A Rexus manhole costs approximately \$400. The Sewerage District has in excess of 2100 manholes in our city.

The review of financial reports and discussion shows a forecast of \$221,000 surplus from operations as compared to the budget amount of \$180,000. Year-end cash position is estimated at \$827,000.

Auburn is expected to end the calendar year with a credit at the Lewiston-Auburn Water Pollution Control Authority (LAWPCA) of over \$25,000.

Much of the meeting time was spent reviewing the first draft of the Auburn Sewerage District 2014 Budget which includes a rate increase in July 2014. The increased cost for our commercial insurance package reflects the large claims resulting from wet wipe blockages. Capital Improvement Projects include \$2.6m for the 5 year CSO plan update and implementation of remediation. There will be less than one mile of pipe replaced in the proposed budget- so it will take over 110 years to complete the system work.

A special joint workshop with the Auburn Water District Trustees has been scheduled for Tuesday, December 3, 2013. The agenda topics are payroll and benefits.

Sewer Tip for December: It is important to keep drains flowing. Avoid pouring coffee grounds, oil, or other solids down the kitchen sink. Never put celery, onion peels, artichoke leaves, bones, cornhusks, glass or metal down the disposal. Paper products, matches, or cigarettes will also clog the garbage disposal and drains. Always run cold water while using the garbage disposal. You can routinely sharpen the disposal blades by inserting ice cubes. Orange or lemon peels will clean the smell of your disposal pleasant. Do not use drain cleaning chemicals in your disposal.



In the bath, you should remove hair from the sink and tub after each use so they are not washed down the drain. Instead of harsh chemicals, an inexpensive option to clearing a clogged drain is:

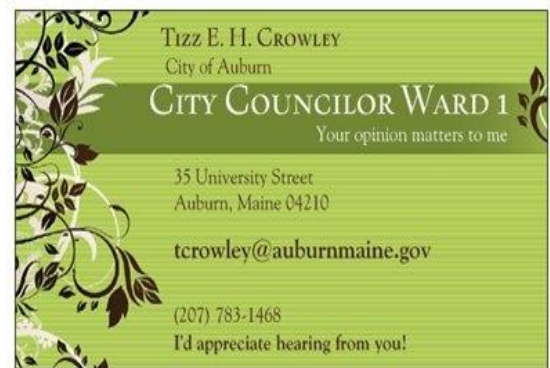
Gather the items you'll need: Plunger, boiling water, baking soda, and vinegar. To soften the clog, pour 2 quarts boiling water into the drain. Wait one minute, and then plunge the drain to loosen the blockage. Pour 1/4 cup baking soda followed by 1/2 cup vinegar down the clogged tub drain. This mixture should dissolve the buildup. Let the mixture work for 30 minutes, then pour another 2 quarts of boiling water into the drain.

As always, thank you Mayor LaBonte for the opportunity to serve in your place at the Auburn Sewerage District.

Auburn Water District Report for Meeting Monday 2013.11.04

Prepared: Monday 2013.11.25
TO: Residents of Auburn and the Auburn City Council
FROM: Tizz E. H. Crowley- Auburn City Council Ward 1
Mayor LaBonté's representative to AWD

The Auburn Water District met on Wednesday, November 20, 2013 at Auburn City Hall in the Community Room.



As noted in my sewer report, there will be a joint workshop with the Sewerage and Water Districts on Tuesday, December 3rd to discuss payroll and benefits programs.

The water odor issue has improved with a pre-chlorine treatment change and moving the water through the system. The water taste issue, where water has tasted like cucumbers, has also resolved. If residents are still experiencing a taste difference, please contact the District. Drinking water will be provided to anyone sensitive to the recent changes.

The financial report review shows the anticipated year-end surplus from operations will be between \$100,000 and \$120,000, less than the budgeted \$170,000. Revenues from Merchandise and Jobbing are up year-to-date in part because of the new dual sheet ice arena. Payroll is running higher than year-to-date budget because the Capital Improvement projects have been completed for the year, so more hours are spent on routine and preventive maintenance. Another PH analyzer has been purchased as it was needed for the additional work from the taste and odor water issues.

Laboratory results for October were not available this month's meeting.

All fire hydrants active this summer have been pumped out and prepared for winter. In the fall, the crew also flushes all hydrants located at dead line lines. All seasonal shut-offs on Taylor Pond have been completed.

With limited time available before the start of the Public Hearing on the water rate increase, Trustees began a review of the proposed 2014 budget. The budget is based on a rate increase of 9.8%. Auburn's share of the UV Treatment Plant is \$258,841 or a 9.68% increase. Capital improvement projects are budgeted outside regular maintenance.

In reviewing the Lake Auburn Watershed Protection Commission (LAWPC) budget, the Source Protection Management expenditure increased \$18,700 to do erosion work. The Auburn Water District revenue contributions for operations increased about \$25,000- over 39%. AWD will also be contributing \$125,000 to the land acquisition fund. The District's planned CIP work for 2014 will only cover 4200 ft of pipe repairs.

The meeting adjourned to begin the Public Hearing on the proposed water rate increase at 5pm. Welcome remarks were made by Board of Trustee President, K.C. Geiger. The purpose of the public hearing was to provide information concerning the proposed rate increase for customers of the Auburn Water District and to allow customers and the Public Advocate, if present, to testify and ask questions.

There were only two members of the public in the audience, and only Mr. Peter Vondell of 153 Broad Street spoke in opposition of the rate increase. A water district customer does retain the option of installing a well in lieu of using the public water district. State law does require residents to connect to a public sewer line if it's within 200 ft of the property; but there is no such law relating to water service.

The Auburn Water District's history dates back to 1869, with the Water District created in 1923 by an act of the State legislature. The City Council must approve any bonding action. The proposed rate increase is required because of increased operation and maintenance related to the new UV Treatment Plant, as well as, the increased debt for principal and interest payments. Between 2011-2013 capital expenditures included FCC narrowband compliance upgrade of \$203,000, complete meter replacements for \$593,000 and water main replacements projects in conjunction with City and MDOT reconstructions for \$1,136,000. Metered revenue has been relatively flat since 2011. Future budget drivers include Lake Auburn algae treatment costs of \$2 million, water main replacement projects likely will run \$600,000 to \$800,000 per year. We need to re-invest in infrastructure and ensure safety and water quality.

Auburn Water rates will continue to be one of the lowest water rates in the State. Currently Auburn has the second lowest water rate (Kittery is the lowest as they supply a significant volume to the Portsmouth Shipyard) of the 87 water systems that serve at least 1000 customers. The last increase for AWD customers was 3 years ago. If the proposed change is approved, Auburn will become the 4th lowest water rate in the State. The new rate will be \$35.46 per quarter as compared to Lewiston's rate of \$41.22 per quarter. The State average is \$63.35 per quarter. The average use customer would experience about \$0.05 per day on the new schedule.

Copies of all materials supporting the proposed rate change were filed with the Public Utilities Commission and the Public Advocates on October 2, 2013 and have been on file at the District's business office since that date for inspection by customers. If within 30 days of the public hearing, 15% of the customers of the District file with the Treasurer of the District and the PU Commission petitions demanding a review of the rate changes by the Commission, the rate change may be suspended, investigated, reviewed, and changed in accordance to Section 310. Signatures on the petition are invalid unless accompanied by the printed name and address of the signers. Upon request the Auburn Water District will provide customers with the appropriate petition forms.

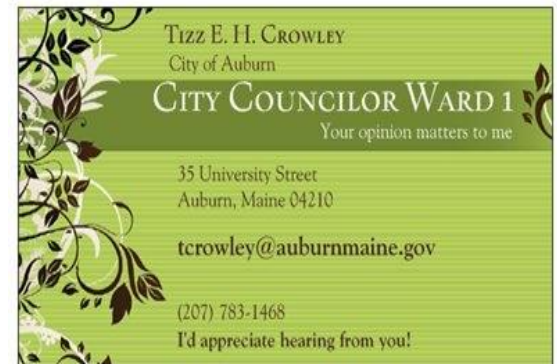
After the close of the public hearing the Auburn Water District Board of Trustees voted unanimously to accept the 9.8% rate increase to be effective January 1, 2014.

Trustees Richard Whiting and Tizz Crowley, along with Superintendent John Storer attended a workshop in Brunswick on Understanding Water and Wastewater Infrastructure and the Responsibilities of local officials- such as trustees. I will include more information from this session in my next report.

As always, thank you Mr. Mayor for providing me the opportunity to serve.

Auburn Ward 1 Report for Meeting Monday 2013.12.02

Prepared: Monday 2013.11.27
TO: Residents of Auburn and the Auburn City Council
FROM: Tizz E. H. Crowley- Auburn City Council Ward 1



“Thank you”- to all the volunteers who helped with the Clean Up Day at Washburn School. Many arrived an hour or more before the scheduled start time and so we finished by noon.

Parents and workers collected bags of trash, an old sofa, several discarded tires, metal, baby pram, and lot of lumber with rusty nails. The overgrown area appears to have construction waste like broken pavement and cement components. Thank you to **Tim Horton’s** for providing coffee and hot chocolate. Particular thanks to **Heather and Ryan Wyman and family** for organizing the day and making the arrangement for support, supplies, and assistance.



Thank you to **Miss Carlene Magno’s English Class** that allowed me to sit in and participate in a class on Charles Dickens’ Christmas Carol. Miss Magno had the characters come alive as the class discussed words and daily life activities from the Victorian periods. These students were clearly engaged in literature and the class. It was most enjoyable; I wanted to return for the rest of the book. Do you know what “stave” means or how to describe an extinguisher cap?

Congratulations to the Award winners announced at the Androscoggin Land Trust Annual Meeting. From Auburn **Stephen J. Martelli** won the Elliott Bates Stewardship award and the Community Business Stewardship award was presented to **Central Maine Orthopaedics** also of Auburn.

Congratulations to **Josh MacDonald and his staff** for a successful opening on the new Norway Savings Bank arena. I also appreciated the opportunity to have a “last fried dough” at the closing of Ingersoll arena. I can’t believe I actually skated... it’s been 14 years since my last time of skates. The Mayor did a great job on the ice!



Dates to watch- it will be a busy holiday weekend with **Hanukkah** starting at sunset this Wednesday, November 27th and **Thanksgiving** on Thursday. I hope everyone enjoys time with family and friends. Remember many are not as fortunate as we are, so let’s be appreciative for all we have and all we are able to do.

Sunday, December 1st: Advent begins. Outside religious groups, the word “advent” is associated with something that is on the brink of coming, such as, “the advent of the fiscal collapse”. In churches, though, **Advent** is a season of waiting, of expectation, hope and preparation. The lighting of successive candles (perhaps modeled on the Hanukkah lights) is a way of marking time, of building expectation, In recent American culture, it seems like the “Christmas season” begins earlier and earlier. Perhaps



merchants, eager to make their sales goals are largely responsible for this. The weeks leading up to Christmas Day comprise the season of Advent. For those who are overwhelmed by the commercialism of the secular Christmas observing Advent can bring more meaning in this time of year. As a season of quiet penitence and expectant waiting, the observation of Advent also serves to make the holidays of the season all the more joyous, by contrast.

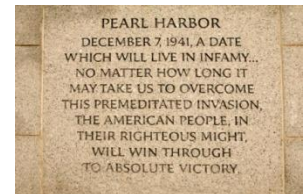
Wednesday, December 4th is the Twin Cities **Holiday Celebration** including a **Parade of Lights**. The event kicks off on Ash Street at 6pm and travels to Bates Street to Pine Street, stops at Kennedy Park for tree lighting & Salvation Army Canteen, Lisbon Street to Main Street, across the Longley Bridge to Auburn's Main Street to Festival Plaza in Auburn. Music is provided by Dionne Entertainment. Dress warm and enjoy the evening with friends and neighbors. I'll be waving from the Auburn Water and Sewerage Districts' float. There will be other festivities in Auburn before the parade.

5:00 p.m. – 8:30 p.m. There will be **FREE Wagon Rides** by Stillbrook Acres on Main Street, Auburn.

4:00 p.m. – 4:30 p.m. (Sponsored by Auburn Public Library) **FREE Story Time** at Auburn City Hall, 60 Court Street, Community Room #206

4:30 p.m. – 6:00 p.m. (Sponsored by Auburn Public Library) **FREE Arts & Crafts** at Auburn City Hall, 60 Court Street, Community Room #206

Saturday, December 7th is Pearl Harbor Remembrance Day in the U.S. Take moment to reflex on the sacrifices of the day made by veterans. Don't forget to say "thank you" to veterans who continue to protect our liberties.



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Monday, December 9th the community is invited to the **Inauguration** of Auburn's Mayor, City Council and School Committee. The program begins at 6pm in the gymnasium at Edward Little High School.

Tuesday, December 10th the Maine Department of Transportation is holding a "**summit**" to discuss **public transit services in Androscoggin**, Franklin and Oxford Counties. The meeting is being held from 3:30 PM to 6:00 PM at the Auburn Public Library. More information to come, but we are trying to get the word to as many people/groups as possible.



Saturday, December 14th- "Experience Auburn- Enjoy a Day of Holiday Fun!"-All around Auburn, Maine. You're invited to join family and friends at home Auburn. Why travel when you can have fun and celebrate here in town? See draft schedule attached to this report. **Santa is coming to town to see you!**

December 21st, at 17:11 (UTC) **Winter Solstice**, is the shortest day of the year in the northern hemisphere when the sun reaches its most southerly declination of -23.5 degrees. It has influenced the lives of many people over the centuries, particularly through art, literature, and mythology. Although winter was regarded as the season of darkness and cold, the coming of lighter days after the winter solstice brings on a more festive mood. To many people, this return of the light is a reason to celebrate that nature's cycle was continuing. Winter means celebrating being awake in the chill dark. It's thrilling in the contrast between the inky black of darkness and the lights that glow outside—the moon, the stars, candles, and lanterns.

I'd suggest you make a promise this winter to spend more time listening, watching, and honoring the slower, quieter rhythm of the season. On the solstice, visit a special place outdoors- walk a trail in the moonlight, gaze on the stars from a perch that gives you a great view of the skies, or just find a quiet place on the edge of your yard. There are **beautiful places at the Lake or on the Mountain in Ward 1** where you can enjoy the quiet of this special night.



Visiting Hours- Visiting hours are scheduled for Tuesday, December 10th from 2:00-3:30pm at the Auburn Public Library. The time is shortened so I can attend a transportation summit. I will also be at visiting hours on Thursday, December 26th from 5-7pm.

Information provided to residents this period: As a Councilor I get calls and questions from Auburn residents. Helping to find the answers is one of my favorite parts of serving on the Council. Since our last meeting we've looked at several things including:

Naming of the Baseball field in Pettengill Park: There was a request submitted in the spring to name the baseball field. The item was tabled until after July 1st. The City Manager delayed the agenda item to fall based on expected work on recreation committee. No new date for consideration has been announced.

Work continues on Winter Fest. I have been talking with various groups and organizations who may wish to participate in the weekend celebration scheduled for January 24-26, 2014. Watch for more information from the Recreation Department.

Response to my "Request It" example: My last report gave directions and screen shots on how to use the request it feature on the City's website. Thank you to those who sent me copies of the replies to your requests. As you know, my example was to ask for Councilors' reports to be posted to the Councilors' pages on Auburn's website. Thought you'd like to see the reply I received:

From: Renee Bogart

To: Belinda Gerry; Bob Hayes; David Young; Jonathan LaBonte; Joshua Shea; Leroy Walker; Mary Lafontaine; Tizz Crowley

Cc: Karen Veilleux; Paul Fraser; Clint Deschene; Howard Kroll; 'Adam Lee'

Sent: Thursday, November 14, 2013 10:33 AM

Subject: Request It

Councilor Crowley,

Thank you for your Request It item (below). I am glad you are finding this avenue as an effective way to communicate your ideas. And we always welcome ideas and suggestions that may help us improve our services.

Since your contact email is listed as your city email address, we are treating this as a Councilor request. Therefore I am sending this to the entire Council to gauge their interest with the possibility that you may want to move this forward (via the City Manager) as a request for a workshop item.

As a clarification, is it your intent to have 7 different Alert Me categories for Councilor Reports, one for each elected official?

Ticket # RQ20131113100
Assigned To
Status Open
WO #
Title
Category Other
Name Tizz Crowley
Email Address tcrowley@auburnmaine.gov
Phone Number 783-1468
Address not needed
Submitted 11/13/2013
Description I would like to see the City Councilors' ward reports posted to the City Website. I would like the option of receiving an "Alert-Me" notice when a new report is published. I do not want to have to download a 200+page agenda packet to find my Councilor's report. Thank you.

We have internal processes in place that help us to determine how the website presents itself to our residents. We have analytical tools – the same tools used by multimillion dollar companies – that assist us with our decision-making based on factors such as hits, bounce rates, searches etc. These analytics then indicate where on the hierarchy certain items end up with respect to subject matter relevance. We monitor the amount of Alert Me subscribers and subjects based on these quantitative values. For example, our analytics tell us that parking bans and bid notifications are very relevant to site visitors' interests whereas reports generated by City staff rank quite low.

Attached is a snapshot of our web traffic from the last month to further illustrate how website decisions are made.

Generally, I would not take the time to explain some of these fundamentally internal workflow concepts to you, as you are a policy maker and it is not my intent to bog you down with "industry talk". However, since you have routinely expressed your thoughts

and suggestions on the City website I thought it may be a good use of my time.

This request does require a great deal of staff time and will be a considerable distraction from staff's core duties. If it is the Council's desire that we proceed with something of this nature, then I will need to re-think our work flow and processes.

Council – please let me know your level of interest in this and I thank you in advance for your thoughts.

Requested information on the tax impact to residents on the TIF for the dual sheet ice arena: At the last City Council meeting, there was a proposal to create a new Tax Increment Financing (TIF) district for the new dual sheet ice arena. The plan would be to "eliminate" the taxes paid on the arena for 5 years. I have received calls asking the impact of TIF on revenue for general fund expenses. Callers worried that taxpayers would be subsidizing the arena project by a loss of tax dollars. I sent a number of

questions to the City Manager. Here are my questions and his answers. I expect we will have more details at the next meeting on December 2nd.

Would you please send me the **estimated tax amounts for the next 5 years** on the dual sheet arena? As I understand the TIF change request, these tax dollars would no longer flow to pay expenses in the general fund but would lower the lease amount paid by the City to the owner. I don't believe it has its assessed value yet since it was not built as of April 1, 2013. Assessing will be creating that value in the coming months.

Am I correct:

... **any reduction in tax revenues** will impact resources for general fund expenses? There should not be a reduction in tax revenues for the Arena because it wasn't constructed. The new value per our terms would be exempted from general fund revenues for 5 years.

... **any general fund expenses**, such as extra police services or extra plowing for the dual sheet arena, will be shared by all as they are paid from the general fund and not TIF dollars? Per the information during development we are not expecting extra police services. Event policing is being paid by the renters if needed. Plowing has been addressed by staff and Roland can summarize the approach and any costs later.

... **any reduction of expenses** for the dual sheet arena will improve the financial statement of the enterprise account and make the financial position more attractive to potential business buyers? Not sure what this question is, it seems to be a statement. If the goal of making the ice arena profitable as an enterprise makes this lucrative for sale, that would depend on the situation, any perspective buyers, and interest of future Councils.

... under the current arrangement, any taxes paid by the dual sheet arena will be paid by revenue generated from ice rental times and other services- **so users of the arena will cover the tax costs?** The Ice Arena is currently taxable. The City is required to pay the taxes in the lease. Using the new TIF approach the taxes are paid back for 5 years removing the cost. So in simple terms the owner pays the tax bill, the City then returns 100% of that payment for 5 years. Absent the repayment additional revenues from the arena would be needed.

... the **majority of ice rental users are not Auburn residents?** This has been discussed before, I will ask Josh to determine or estimate residency of renters.

I am not convinced that any change in tax payments will not impact dollars available to cover general fund expenses, but let's see what the meeting brings.

Public Health Committee- The Lewiston-Auburn Public Health Committee met on November 7th at



Lewiston City Hall. Toni G. Wall, Director of the ME CDC presented Children with Special Health Needs Program. Toni spoke on *"Department of Health & Human Services – Partners in Health & Wellness."* I was unable to attend so did not

receive the agenda packet and materials.

Lewiston-Auburn Public Health Committee (LAPHC) was formed in 2008 to address the need for a well-coordinated, well-defined system of public health in the Lewiston / Auburn area.

- **Mission** - To create public health partnerships that promote physical and mental health and prevent disease, injury, and disability
- **Vision** - Healthy people living in the healthy communities of Lewiston and Auburn

Maine CDC reminds everyone to take everyday preventive measures against the flu:

- Wash your hands frequently
- Cough and sneeze into your elbow or shoulder
- Stay home when you feel sick
- Get vaccinated

In closing,



How does one measure time? No, not in days, months or years. It is measured by the most precious of all things... friendships. Without which all beings and things whether brave and, or beautiful would perish.

Thank you for your friendships.

Fizz



"Experience Auburn- Enjoy a Day of Holiday Fun!"

Saturday, December 14th
All around Auburn, Maine



You're invited to join family
and friends at home
Auburn. Why travel when
you can have fun and
celebrate here in town?

Draft of Program as of 11.25.13
10:30am-12:00 Plans are in
the works for a historical walk.
Details to follow.

10:30am-11:00am Story Time
at the Auburn Public Library

11:00am-:600pm Holiday Lunch
at Naral's Restaurant- 34 Court



Special holiday
light luncheon
includes
delicious, warm
homemade soups, pita bread,
coffee or tea, and a piece of
Basbusa- a popular Arabic sweet
cake. This special meal will be
priced at only \$6.95 which includes
the \$1.00 donation to the food
pantry. The regular menu will also
be available.



1:00pm-6:00pm
Christmas Open
House at the Foss
Mansion-19 Elm St
Hosted by the
Woman's Literary
Union

2:00pm A Christmas Carol-the
Musical at Community Little
Theater (CLT) 30 Academy St

See details at 7:30pm listing. Order
tickets early. Sell-out expected. This
show runs December 6-15, 2013.

4:00pm-5:15pm Santa Claus is
Coming to New Auburn

Visitors are encouraged to line
South Main Street or be at Rolly's
Diner when Santa leaves Raymond
Park to arrive at Sullivan Square,
which has been decorated for the
holidays. Every child will be able to
visit with Santa and parents are
welcome to take photos. The
United New Auburn Association
(UNAA) is hosting this free event- all
are welcome. Refreshments will be
served.

4:00pm-7:00pm Warm by the
Fire At 84 Court Pizza
& Restaurant

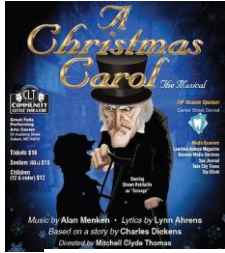
Enjoy a special
holiday drink and
appetizer in front
of the fireplace.



Relax and take the
chill off.
The special
drink/foodwill
benefit the General

Assistance Fuel Program. Regular
menu will also be available.

5:00-7:30pm Plans are in the
works for a historical walk.
Details to follow.



7:30pm A
Christmas Carol-
the Musical at
Community Little
Theater (CLT) 30
Academy St

This spectacular musical extravaganza ran for 10 years at Madison Square Garden. CLT's *A Christmas Carol* retains its emotional power and pure joy thanks to the marvelously told story and beautiful score.

AUBURN WATER DISTRICT

MEMBER MAINE WATER UTILITIES ASSOCIATION

268 COURT ST. - P.O. BOX 414

AUBURN, MAINE 04212-0414

November 13, 2013

Clinton Deschene, City Manager
City of Auburn
60 Court Street
Auburn, ME 04210

RE: Auburn Water District – Proposed Rate Adjustment

Dear Clint:

As we discussed, the Water District proposes a rate adjustment to go into effect beginning January 1, 2014. This letter is intended to help explain the proposed rate increase, provide an update on the status of Lake Auburn, and to outline some future efforts that are being considered.

Auburn Water currently has the second lowest water rates in the State when compared to systems that serve at least 1,000 customers. Our quarterly minimum bill of \$32.29 is almost half of the statewide average of about \$63.00. An across-the-board rate increase of 9.8% is proposed for all customer classifications. While this percentage may seem high, the average minimum bill for a customer should only be impacted about 4 cents per day.

Rates were last adjusted 3 years ago on January 1, 2011. Lewiston just went in for a 20% rate increase on July 1, 2013. Currently Auburn's rates are about 41% lower than Lewiston's. With the proposed 9.8% increase, Auburn's rates will go from the second lowest to the forth lowest in the State. The need for the rate increase is to fund critical infrastructure projects and to plan for treatments of Lake Auburn.

The Water District Trustees are entrusted with fiscal oversight of the District's operations and capital planning. They work hard to ensure things are managed in a fiscally prudent fashion. We currently share an intake, treatment plant, laboratory, and 7 specialized technical and operations staff with Lewiston. This arrangement eliminates duplicity of efforts and helps ensure efficiency.

The Trustees understand the impacts of adjusting rates, but yet realize the need to reinvest in our infrastructure. The District has over 135 miles of piping that serves customers within the City. The current objective is to start working to replace 1 mile of old pipe each year. We actually have a few sections of pipe still in service that date back to the 1890's. A longer term objective will be to replace 1% of our mains each year, or a total of about 1.35 miles, or slightly more than 7,000 feet each year. We try to target replacement projects in conjunction with City street repaving or reconstruction projects. This helps minimize pavement disturbance and customer inconvenience, while also reducing overall construction costs. In this cooperative fashion, we hope that mains can be replaced at an approximate cost of about \$100 per linear foot. But in more congested areas of the City, with greater traffic impacts and additional underground

utilities, it is not unlikely that the per foot replacement cost could exceed \$150 per foot and possibly reach \$200 per foot.

We have utilized lower cost rehabilitation options where some pipes can remain in place and simply be cleaned and relined with a new inner material. These options will continue, provided the structural integrity of the pipe materials is sufficient. The arrangement is somewhat analogous to work on City streets. Each year the City plans maintenance on some roads, while others are completely reconstructed. An annual expenditure needs to be set aside to ensure the long-term viability and sustainability of the infrastructure.

Another factor for the pending rate increase involves the current condition of Lake Auburn. Lake Auburn experienced an algae bloom in 2012, which triggered a fish-kill of some lake trout. We obtained a permit to potentially apply an algaecide in 2013 if the same type of algae reappeared. We were worried about blue/green algae that were considered cyanobacteria. They did not reappear in large concentrations this year. However, Lake Auburn remains "fertile" for algae growth because the Lake has high concentrations of the critical nutrient phosphorus.

Our in-house staff have been working with multiple experts and consultants to study the Lake and identify long term remediation efforts. Unfortunately there are no easy solutions. We have been working on land-based erosion control projects to curb any future concentrations of phosphorus from reaching the Lake. But the Lake volume is so massive that it takes nearly four years to flush itself, and perhaps slightly longer. So we will be dealing with the elevated levels of phosphorous over the next few years. It appears that our consultants will recommend an in-lake treatment in 2014 that will help strip phosphorus out of the water column and also bind up any phosphorus that may be in the Lake bottom sediments. This type of treatment may be the only means to restore the Lake to its historic quality. The treatment is costly, expected to be in the vicinity of \$2 million.

Currently we have experienced an algae growth of synura. This type of algae is not a health threat, but does cause taste and odor problems. We received calls that the water had a cucumber smell. This is typical of synura. Other Maine water utilities have dealt with this algae in the past. We expect its occurrence to be short lived, as the Lake just thermally de-stratified, or "turned-over", which should help dilute any impacts of the algae.

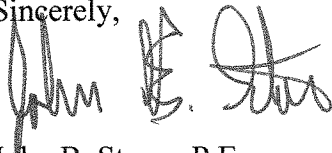
Moving forward, the District Trustees will be considering several options. These include additional treatment options for the Lake, which would be extremely expensive. Several less costly options will include installing an additional intake pipe to withdraw water from various levels of the Lake during different seasons. We might also be able to add an oxidizing chemical as part of the current treatment process to minimize taste and odor complaints related to algae. One final option is to look for possible well sites that would be hydraulically connected to Lake Auburn. Thus the Lake would supply the wells, but the natural soil deposits could help remove some of the algae and seasonal organic material. Long term, Auburn's future is directly dependent on Lake Auburn but we will continue to explore other short term options.

Mr. Clinton Deschene
November 13, 2013
Page 3

I would welcome the opportunity to meet with you or the Council to discuss any of this information. Please note that the Trustees have scheduled a Public Hearing regarding the proposed rate increase. It will be held at City Hall in the Community Room on Wednesday, November 20, at 5:00 PM. Attached is a copy of a customer notice that was mailed to every Water District customer regarding the proposed rate adjustment. Also attached is a customer newsletter that was also mailed out, hopefully to further alert customers about the pending rate adjustment. Lastly is a spreadsheet of current and proposed rates and how they compare to other Maine water utilities.

I realize a lot of information was provided, so please let us know if you have any questions or concerns.

Sincerely,

A handwritten signature in dark ink, appearing to read "John B. Storer". The signature is fluid and cursive, with the first name "John" being the most prominent.

John B. Storer, P.E.
Superintendent, Auburn Water & Sewerage Districts

cc. Mayor Jonathan LaBonte
Auburn City Councilors
Howard Kroll, Assistant City Manager
Jill Eastman, Director of Finance
Ravi Sharma, City of Auburn

AUBURN WATER DISTRICT

Historical Rate Changes

Effective Date	minimum 1st 1200 cf 1st 8,976 gal	rate for next 7800 cf next 58,344 gal	rate for next 21,000 cf next 157,080 gal	rate for over 30,000 cf next 224,400 gal	Cost for 2,100 cf/Qtr 15,708 gal/Qtr	Average Change
06-09-82	\$14.20	\$0.90	\$0.68	\$0.45	\$22.30	11 % Increase
02-07-91	\$17.00	\$1.08	\$0.82	\$0.54	\$26.72	20 % Increase
01-01-94	\$18.70	\$1.20	\$0.95	\$0.75	\$29.50	11 % Increase
07-01-98	\$20.50	\$1.30	\$1.10	\$0.98	\$32.90	8% Increase
01-01-02	\$24.00	\$1.52	\$1.29	\$1.15	\$37.68	17 % Increase
06-01-05	\$26.00	\$1.64	\$1.39	\$1.24	\$40.69	8 % Increase
01-01-08	\$28.35	\$1.79	\$1.52	\$1.35	\$44.46	9 % Increase
01-01-11	\$32.29	\$2.04	\$1.73	\$1.54	\$50.24	13.9 % Increase
01-01-14	\$35.46	\$2.24	\$1.90	\$1.69	\$55.26	9.8% Increase

NOTE: Anticipated date for rate adjustment, January 1, 2014

Lewiston Water Division

07-01-13	\$45.60	\$2.95	\$2.65	\$2.65	\$72.15	20 % Increase
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Comparison of Annual Water Rates

Typical Average Annual Bill (based on 2,000 CF)	
Auburn Water District - current	\$194.44
Auburn Water District - proposed	\$213.52
Lewiston Water Division	\$276.80
State Average (systems serving over 1,000)	\$384.71

increase of 5.2 cents per day for
family using 164 gallons per day

Expenditures

	O&M	% Change	BONDS	% Change	TOTAL	% Change	
1984	\$644,283		\$259,475		\$903,758		
1985	672,031	4%	262,414	1%	934,445	3%	\$1.2M Bonds
1986	699,746	4%	215,730	-18%	915,476	-2%	
1987	811,239	16%	217,400	1%	1,028,639	12%	\$0.6M Bonds
1988	801,423	-1%	246,750	14%	1,048,173	2%	
1989	893,003	11%	240,717	-2%	1,133,720	8%	
1990	903,396	1%	350,847	46%	1,254,243	11%	\$1.727M Bonds
1991	1,012,033	12%	388,788	11%	1,400,821	12%	20% rate increase
1992	1,021,183	1%	396,456	2%	1,417,639	1%	
1993	1,115,262	9%	374,771	-5%	1,490,033	5%	
1994	1,191,832	7%	389,003	4%	1,580,835	6%	\$2.0M Bonds 11% rate increase
1995	1,192,226	0%	496,372	28%	1,688,598	7%	
1996	1,226,760	3%	505,653	2%	1,732,413	3%	
1997	1,271,530	4%	494,150	-2%	1,765,680	2%	
1998	1,360,180	7%	529,943	7%	1,890,123	7%	\$1.475M Bonds 11% rate increase
1999	1,633,705	20%	579,838	9%	2,213,543	17%	
2000	1,646,434	1%	583,396	1%	2,229,830	1%	
2001	1,658,155	1%	569,368	-2%	2,227,523	0%	
2002	1,733,734	5%	653,475	15%	2,387,209	7%	\$4.2M Bonds 17% rate increase
2003	1,799,856	4%	785,343	20%	2,585,199	8%	
2004	1,740,131	-3%	785,759	0%	2,525,890	-2%	
2005	1,778,202	2%	800,381	2%	2,578,583	2%	1.0M Bonds 8% rate increase
2006	1,925,627	8%	788,879	-1%	2,714,506	5%	
2007	2,063,764	7%	790,804	0%	2,854,568	5%	
2008	1,996,805	-3%	845,927	7%	2,842,732	0%	1.73M Bonds
2009	2,138,749	7%	878,291	4%	3,017,040	6%	3.235M Bonds 9% rate increase
2010	2,165,971	1%	912,550	4%	3,078,521	2%	3.175M Bonds
2011	2,210,764	2%	943,656	3%	3,154,420	2%	13.1% rate increase
2012	2,434,196	10%	1,014,513	8%	3,448,709	9%	UV On-Line
2013	2,539,724	4%	1,002,012	-1%	3,541,736	3%	
2014	2,612,355	3%	1,004,184	0%	3,616,539	2%	

Cost of Water for Maine Communities Serving Population of 1,000 or greater
Comparison of Current Rates with Average Charges

Utility Name	Quarterly Rates		Rates Effective	DWP Pop. Serv.	Type
	1200 cu. ft.	2000 cu. ft.			
Kittery Water District	30.79	47.51	11/1/2012	13,148	Surface
Auburn Water District	32.29	48.61	1/1/2011	16,273	Surface
Houlton Water Company	33.75	56.23	9/1/2012	4,825	Ground
East Millinocket Water District	35.06	45.94	7/1/2006	2,225	Ground
Auburn Water District	35.46	53.38	1/1/2011	16,273	Surface
Yarmouth Water District	37.43	61.91	7/1/2012	7,415	Ground
Biddeford & Saco Water Company*	37.44	49.87	8/29/2008	38,870	Surface
Runford Water District	38.04	63.40	1/10/2010	4,200	Ground
Bangor Water District	39.86	57.62	7/1/2011	28,290	Surface
Brunswick & Topsham Water District	40.10	62.50	5/1/2009	16,988	Ground
Pittsfield Water Works - Town	40.20	52.20	12/1/2009	3,205	Ground
Fort Fairfield Utilities District	40.80	62.56	1/1/2005	2,135	Surface
Kennebunk, K.bport., Wells Water District	41.61	75.21	4/7/2010	31,440	Surface
Lisbon Water Department	41.88	53.40	7/1/2010	6,250	Ground
Presque Isle Water District	42.72	71.20	11/1/2011	5,993	Ground
Portland Water District	42.90	59.30	5/1/2011	136,945	Surface
Paris Utilities District	42.97	62.33	7/1/2006	2,288	Ground
North Berwick Water District	43.20	72.00	7/1/2011	1,475	Ground
Orono-Veazie Water District	43.44	58.40	3/1/2011	6,000	Ground
Old Town Water District	44.16	64.40	4/1/2010	7,990	Ground
Farmington Village Corp.	44.21	64.69	1/1/2009	4,000	Ground
Gardiner Water District	44.50	68.34	4/1/2010	8,000	Ground
Fryeburg Water Company	45.00	67.48	1/1/2009	2,048	Ground
Bingham Water District	45.00	62.28	7/1/2010	1,230	Ground
Lewiston Public Works, Water Division	45.60	72.58	7/1/2010	23,058	Surface
Livemore Falls Water District	46.14	73.74	1/1/2002	3,285	Surface
Gray Water District	46.50	68.82	1/1/2010	2,415	Ground
Wilton Water Department	48.30	66.54	7/2/1993	2,500	Surface
Norway Water District	49.62	77.43	9/1/2010	2,000	Ground
Mexico Water District	49.71	63.15	1/1/2010	2,400	Ground
Mechanic Falls Water Department	54.50	81.70	2/1/2008	1,855	Ground
Hallowell Water District	55.00	73.64	1/1/2012	2,060	Ground
Great Augusta Utilities District	55.59	74.79	10/3/2011	11,983	Ground
Sabatius Sanitary District	55.91	64.71	4/1/2010	1,425	Ground
Norridgewock Water District	56.00	70.24	6/1/2008	1,093	Ground
Bar Harbor Water Department	56.39	82.55	1/1/2011	4,625	Surface
Sanford Water District	56.41	76.25	1/1/2011	14,025	Ground
Lincoln Water District	56.70	75.54	1/1/2012	3,075	Ground
Calais Water Department	57.42	87.98	4/1/2006	3,075	Ground
Clinton Water District	58.00	79.00	4/1/2007	1,188	Ground
Baileysville Utilities District	58.03	78.64	10/1/2009	1,880	Ground
Belfast Water District	58.50	73.46	10/1/2009	4,328	Ground
Machias Water Company	58.50	76.90	4/1/2008	1,350	Ground
Richmond Utilities District	60.52	88.17	1/1/2011	1,400	Ground
South Berwick Water District	62.00	102.00	6/1/2005	3,280	Ground
Maine Water, Skowhegan Division	62.70	86.46	8/1/2011	5,953	Surface
Mount Desert Water District	63.00	75.80	7/1/2003	1,570	Surface
Maine Water, Freeport Division	63.81	89.03	8/1/2011	1,868	Ground
Lubec Water & Electric District	64.00	96.00	3/1/2009	1,750	Ground
Dexter Utility District	65.00	98.76	1/1/2010	2,325	Surface
Carbou Utilities District	66.00	93.20	7/1/2011	4,323	Ground
Van Buren Water District	66.17	92.73	4/1/2011	2,213	Ground
Winthrop Water District	67.28	101.36	1/1/2005	2,700	Surface
Ellsworth Water Department	67.30	100.10	11/1/2008	3,560	Surface
York Water District	69.33	112.53	3/31/2008	11,715	Surface
Dixfield Water Department	69.44	100.08	10/1/2008	1,415	Ground
Howland Water Department	71.00	107.00	5/1/2008	1,018	Sequential Surface
Kennebec Water District	71.71	83.50	1/1/2007	21,500	Surface
Wiscasset Water District	71.76	115.92	7/1/2011	1,875	Sequential Surface
Anson Water District	72.00	90.64	1/1/2009	1,630	Surface
Maine Water Company, Bucksport Division	72.59	99.29	6/1/2006	1,625	Surface
Boothbay Region Water District	72.92	132.98	8/1/2011	7,500	Surface
Bridgton Water District	72.92	106.44	1/1/2004	1,998	Ground
Fort Kent Utilities District	74.18	101.30	1/31/2002	1,268	Ground
Milo Water District	74.20	100.12	7/1/2010	1,705	Surface
Brewer Water Department	75.51	100.95	12/1/2008	8,818	Surface
Mars Hill Utility District	77.00	100.60	3/15/2007	1,800	Surface
Behel Water District	78.63	107.67	10/1/2008	1,575	Ground
Madison Water District	78.78	97.66	10/1/2009	2,923	Surface
Maine Water, Millinocket Division	79.26	99.41	8/1/2011	5,000	Surface
Bath Water District	80.06	105.02	9/1/2010	9,280	Surface
Berwick Water Department	81.29	112.09	7/1/2008	2,295	Surface
Maine Water, Oakland Division	82.17	100.81	2/1/2004	2,475	Sequential Surface
Dover & Foxcroft Water District	83.42	109.50	1/1/2010	2,385	Surface
Maine Water, Greenville Division	83.62	116.85	6/1/2006	1,325	Ground
Southwest Harbor Water Dept.	83.96	124.12	4/1/2010	2,380	Surface
Searsport Water District	86.40	128.00	1/1/2010	2,450	Ground
Guilford-Sangerville Water District	86.42	123.06	4/1/2011	1,490	Ground
Madawaska Water District	89.65	123.58	3/17/2009	2,853	Ground
Maine Water Company, Camden Division	90.78	110.38	8/1/2010	18,185	Surface
Rangeley Water District	93.36	132.40	1/1/2007	1,400	Ground
Hampten Water District	97.02	138.86	10/1/2010	4,335	Sequential Ground
Great Salt Bay Sanitary District	99.46	150.74	9/1/2009	1,765	Surface
Maine Water, Kezar Falls Division	102.39	126.27	11/1/2007	1,200	Ground
Newport Water District	104.85	141.73	9/1/2009	1,590	Surface
Vinalhaven Water District	109.80	136.20	6/1/2006	1,043	Surface
Passamaquoddy Water District	110.34	176.98	4/1/2010	1,900	Surface
Southport Water System (SEASONAL ONLY)	135.00	225.00	4/1/2005	1,000	Sequential Surface
State Wide Averages =	\$63.35	\$90.00		618,784	Total Population

This chart is for comparison purposes only - please refer to actual approved tariffs for actual rates.

AUBURN WATER DISTRICT

MEMBER MAINE WATER UTILITIES ASSOCIATION

268 COURT ST. - P.O. BOX 414

AUBURN, MAINE 04212-0414

NOTICE TO AUBURN WATER DISTRICT CUSTOMERS

The Auburn Water District is proposing an increase in current water rates to become effective January 1, 2014. The current rates have been in effect since January 1, 2011. The proposed rates provide a revenue increase of 9.8%, totaling \$300,138. The revenue increase will be implemented by an across-the-board increase of 9.8% in rates for all customer classes. The revenues from public fire protection, sprinkler systems and private hydrants will also increase 9.8%.

The minimum water bill would increase from \$32.29 per quarter to \$35.46 per quarter. The average residential water customer, using approximately 15,000 gallons per quarter or 20 hundred cubic feet, will experience an increase of \$4.77 (9.8 percent) each quarter.

**Under the new rates, the minimum water bill would increase less than 4 cents per day.
The average residential bill would increase 5 cents per day.**

Estimated increases by customer class are as follows. Percentages are averages by class. Individual amounts may vary according to usage.

Residential	\$ 117,876	9.8%
Commercial	35,714	9.8%
Industrial	44,814	9.8%
Governmental	9,911	9.8%
Public Fire Protection	54,578	9.8%
Private Fire Protection	26,960	9.8%

The proposed rates are designed to produce sufficient revenue to cover operation and maintenance expenses as well as increases in debt service and depreciation.

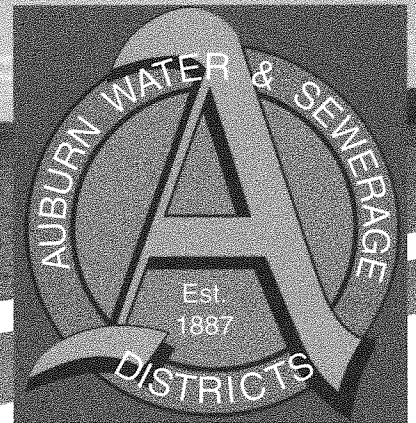
A public hearing, pursuant to 35-A MRSA § 6104, will be held on Wednesday, November 20, 2013 at 5:00 p.m. in the Community Room (Room 206) at Auburn City Hall. The hearing will give customers the opportunity to testify, pose questions, and make comments regarding the proposed water rate increase.

You may inspect data relating to the present and proposed rates at the District's office before the hearing. The Public Advocate is available for assistance to you in the matter upon request. The Public Utilities Commission may be contacted at 287-3831, State House Station 18, Augusta, ME 04333; or the Public Advocate at 287-2445, State House Station 112, Augusta, ME 04333. You have the right to an open and fair hearing and the right to further hearings before the Commission.

If within 30 days of the public hearing, 15% of the customers or 1,000 customers, whichever is less, file with the Treasurer of the District and the Commission petitions demanding a review of the rate changes by the Commission, the rate change may be suspended, investigated, reviewed, and changed in accordance with Section 310. Signatures on the petition are invalid unless accompanied by the printed name and address of the signers. Upon request the District will provide customers with the appropriate petition forms.

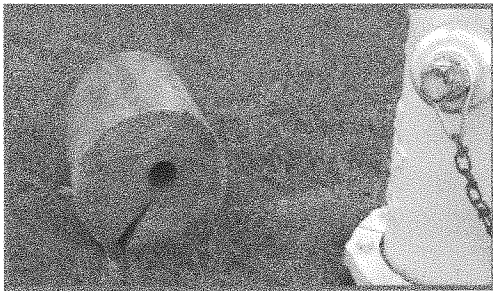
Materials supporting the water rate change are available at the District's office, 268 Court Street, Auburn, Monday-Friday (excluding holidays) between 8:00 a.m. and 4:30 p.m. Customers have the right and are encouraged to review these materials and to request information relating to present and proposed rates.

Please see our website at www.awsd.org for more information on the proposed rate adjustment.



Auburn Water Lines

Investment in Infrastructure Impacts Water Rates



The public water system in Auburn dates back to 1869 when three men, Edward Little, Frank Jordan and Joel Vickery, laid log piping to provide water to their homes from springs near High Street. Over the next few years the system was expanded using 10-inch diameter cedar logs, with a 2-inch bored hole in the center to serve as water mains to connect the lower portions of the City to springs on Goff Hill.

Today, Lake Auburn serves as the source of supply, with customers receiving a total of approximately 1 billion gallons of water each year. The distribution piping network consists of 135 miles of pipe, with the largest being 30 inches in diameter. Four storage tanks provide an emergency reserve capacity of 7.4 million gallons.

Auburn Water District customers have historically enjoyed some of the lowest water rates in the State. In fact, in reviewing 2013 data from the Maine Public Utilities Commission and the Maine Drinking Water Program, of the 87 public water systems in Maine that serve at least 1,000 customers, Auburn enjoys the 2nd lowest rates in the State. Our minimum quarterly average is only \$32.29 compared to a Statewide average of more than \$63 per quarter.

However, in order to reinvest in our infrastructure, a rate increase is necessary to provide adequate funding. With 135 miles of pipe, if we replace 1% each year that would be 1.35 miles, or slightly more than 7,100 feet. With water main construction costs running anywhere from \$100 to \$150 per foot, an annual invest of \$700,000 to \$1 million is needed to simply maintain the reliability of our piping network.

A 9.8% rate adjustment is being proposed for implementation on January 1, 2014. The minimum customer bill would increase 4 cents per day, from \$32.29 per quarter to \$35.46. At the new pricing, customers would be receiving 2.5 gallons for each penny spent.

The Auburn Water District Trustees try to balance the needs for reinvestment in system infrastructure while minimizing rate impacts to customers. It is a very difficult balance. Fortunately we have been able to control operational costs by sharing 7 key positions with the City of Lewiston, negotiating for lower electricity contracts, and embracing technology to reduce staffing demands.

Rates were last adjusted 3 years ago. Specific information about the proposed rate adjustment can be found on our website at www.awsd.org. A public informational hearing in regards to the proposed increase is scheduled for Wednesday, November 20, at 5:00 PM at Auburn City Hall.

John Storer, Superintendent AWS D

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No Wipes in the Pipes



Wet wipe clinging to flusher nozzle.

The Auburn Sewerage District is hoping to raise awareness and is asking for your help to solve an increasingly serious problem. We routinely see items such as “flushable” wipes, disposable toilet cleaning pads, moist towelettes, feminine hygiene products, rags, paper towels, baby wipes, diapers, etc. in our sewer collection system. These items should be thrown in the trash; not flushed down the toilet. The manufacturers’ claim that a product is “flushable” does not mean that the product breaks down after disposal; the ‘flushable’ claim simply means that the wipe can pass through household plumbing intact. Unfortunately when these

items are flushed by the thousands each day, they accumulate and clog our pipes and pumps, causing backups and overflows that ultimately pollute the environment and increase operational costs to the ratepayers.

Auburn is not alone in this fight. In a recent survey the Maine Wastewater Control Association (MMWCA) found that 90% of respondents indicated that disposable wipes cause problems in their systems. With partners in Maine and around the country, MMWCA has taken the lead on this issue, and advocates for consistent labeling and marketing of wipes and similar consumer products to reduce the burden on municipal wastewater departments and districts. Despite their efforts, it is an uphill battle.

To help alleviate this problem, we rely heavily on the voluntary cooperation of individuals, businesses, and industries that use the public sewer system in Auburn. Please help us spread the word, and remember: “No Wipes in the Pipes”. For more information please contact the Auburn Sewerage District at 784-6469 info@awsd.org or www.awsd.org

Sid Hazelton, District Engineer

Water Treatment Manager

I began my career by attending Southern Maine Technical College's Pollution Abatement Program. This was a two year program geared to prepare students to work in the water and wastewater Industry. Since graduating from SMTC in 1999, I've held many positions from Laborer to Superintendent. I've worked for the communities of Freeport, Richmond and before Lewiston and Auburn I worked as Treatment Manager for the Brunswick & Topsham Water District.

I currently live in Lisbon with my wife and 2 kids; we are active in scouting, soccer and enjoy geocaching. I am an avid outdoorsman and enjoy hunting and fishing with my family.



Mike Broadbent

For information about your drinking water, see the AWSD Annual Water Quality Report online at www.awsd.org/waterqualityreport.pdf



LEED

In April 2013 we learned that the Lewiston/Auburn UV Water Treatment Facility has been awarded LEED Silver certification, established by the U.S. Green Building Council and verified by the Green Building Certification Institute (GBCI).



The UV Treatment Facility was constructed on the south shore of Lake Auburn, on the site of the former superintendent's living quarters. Using 2009 economic stimulus funding, the project was fast-tracked to help the water districts meet upcoming water quality regulations requiring two methods of water disinfection.

"We're proud that the project achieved not just LEED certification, but LEED certified silver," explains John Storer, superintendent of the Auburn Water District. "Our objective was to provide clean water in the most responsible and cost-effective ways

possible. This building is sensitive to our rate-payers and to the environment."

LEED is the nation's preeminent program for the design, construction and operation of high performance green buildings. To achieve LEED status, building projects must earn points according to the number and extent of resource-saving features incorporated into the design and operations of the structure.

The Lewiston/Auburn UV Water Treatment Facility achieved LEED certification for energy use, lighting, water and material use as well as incorporating a variety of other sustainable strategies. By using less energy and water, LEED certified buildings save money for families, businesses and taxpayers; reduce greenhouse gas emissions; and contribute to a healthier environment for residents, workers and the larger community.

* and related logo is a trademark owned by the U.S. Green Building Council and is used with permission.

Update from the Lake Auburn Watershed Protection Commission (LAWPC)

Our lake had a couple of tough years. A wet and warm 2011, including fringe effects from Hurricane Irene; was followed in 2012 by the loss of more than 200 lake trout. This alarming event triggered an intense examination of the lake and watershed. Results? Scientific review points to a perfect storm of bad circumstances: the combination of intense spring downpours and warm winters had set the lake up for an algae bloom. We believe the heavy rains scoured the watershed, and carried high loads of nutrients from upstream into the lake- ideal conditions for explosive growth of algae. The algae bloom ultimately caused deep water oxygen to be used up, which in turn caused the fish kill.

Would it happen again? AWSD and LWD staff, along with scientists from VLMP, DEP, Maine Drinking Water Program, Bates College, and engineering firms spent most of 2013 planning for long and short term protection of the drinking water source. To prepare for the worst case scenario, we applied for and received state permission to use an algaecide, should we detect a repeat bloom.

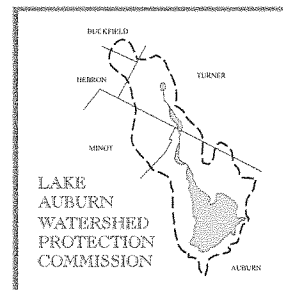
Meanwhile, we ramped up lake sampling programs to more quickly identify early signs of trouble. Currently, we test many more sites even more frequently for numerous factors; should water quality decline, we will know immediately.

Good news! We did not see signs of a lake in distress this year. It appears that our lake is rebounding from the weather-caused problems of 2012.

There always will be algae in the water, they are part of a healthy lake; but they should be in numbers balancing the ecosystem's supply and demand. Today, that seems the case, and algaecide treatment is not needed at this time.

The Lake Auburn Watershed Protection Commission is not returning to the pre-2012 lake management strategy, however. We take 2012 as a warning to pay even closer attention to the lake and the entire watershed than ever before. We have received a grant from Maine's Drinking Water Program to provide watershed protection assistance programs and we intend to be more visible partners in protecting our precious drinking water resource. We have engaged the Androscoggin Valley Soil and Water Conservation District to provide technical expertise for watershed projects and to help us with future planning and grant applications for "boots on the ground" watershed protection work.

We are committed to maintaining the excellent water quality for which Lake Auburn has become known. For ongoing information, check the LAWPC's website at www.lakeauburnwater.org.



Auburn Water & Sewerage Districts

268 Court St.
Auburn, Maine 04212

Sewer Backups - Are You Protected?

There are few nightmares for homeowners more unpleasant than a sewer backup into your home. Without going into detail, suffice it to say we hope you've never seen one and never will. Sewer backups can occur as a result of heavy rains or failure of the sewer district's lines, but are more often the result of clogged lines caused by items that don't belong in the sewer pipes.

Is the Auburn Water & Sewerage District Responsible for all Back-ups?

Probably not. The Maine Tort Claims Act holds that a city or sewer district is responsible only if they were negligent in maintaining the collection system lines. Therefore, a municipal sewer district that carries out and documents a regular maintenance program may be found not negligent when a sewer backup claim occurs. The Auburn Water & Sewerage District developed and implemented a strong maintenance programs for our system. It is expected that we would not be found liable for backups occurring due to unforeseen events such as a flushed towel, frying grease, or a heavy rainstorm that might cause temporary flooding.

What are the Implications for Homeowners or Businesses?

Please double check with your insurance carrier. Many Maine homeowners' or businesses' insurance policies do not cover property damage from backup of sewers or drains. Optional coverage is broadly available; we strongly encourage you to check

with your agent to determine if you have adequate coverage.

How Can I Prevent Backups?

Know where your sewer service line is and don't plant trees over the top of it. Root intrusion is one of the leading causes for residential sewer backups.

Also, flush only toilet paper; toss all other items in the regular trash. Remember, your toilet is not a trash can!

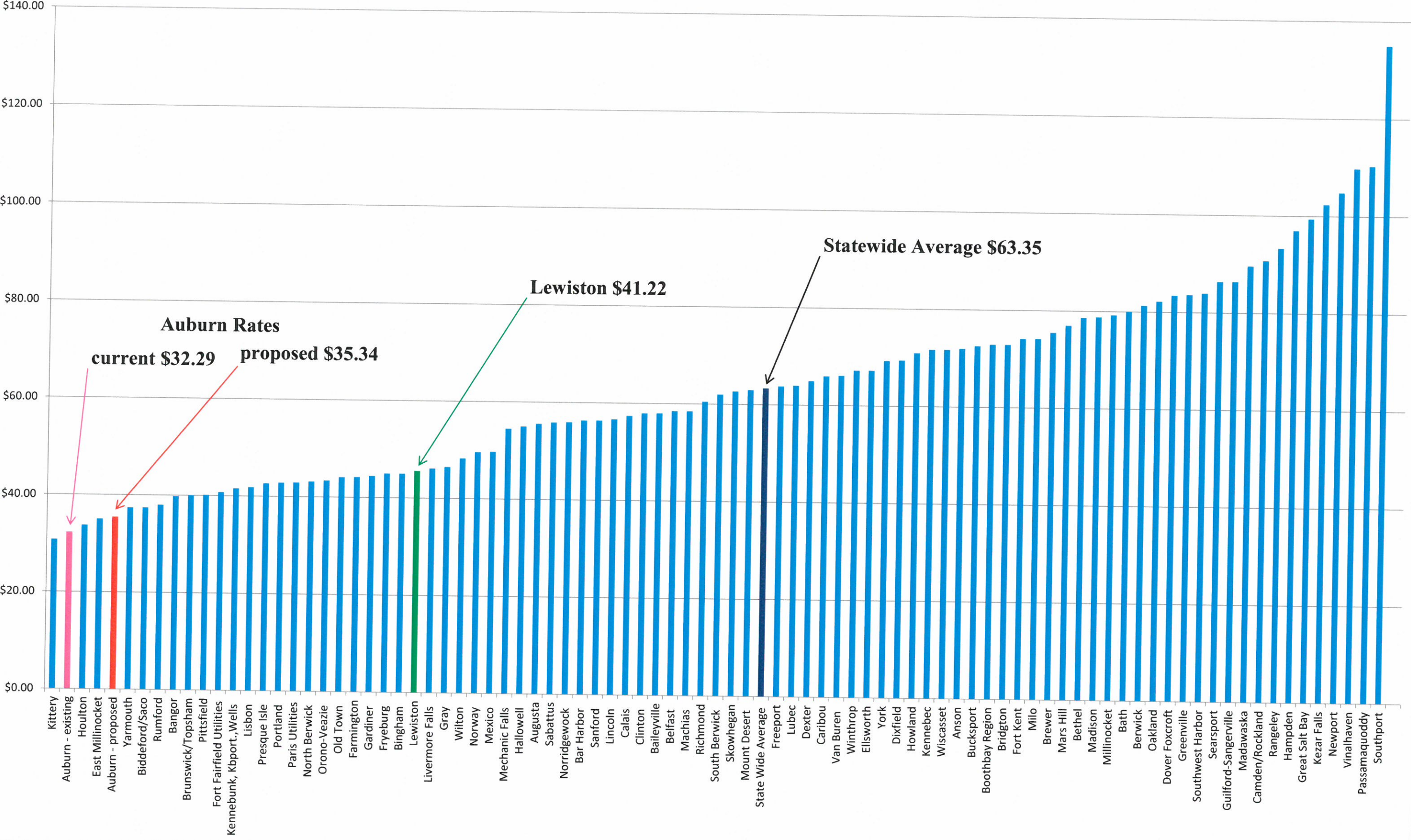
What Else Should I Be Aware Of?

Homeowners and business owners are responsible for the service pipe from their residence or building out to where it is connected to the public mains in the city streets. These service lines are considered private property and should be protected from possible blockages from tree roots. These private lines run the risk of temporary blockages due to improper disposal of waste or debris down the sanitary lines. Backups may occur on these private lines before even reaching the public mains.



Vactor 2100 combination sewer flushing and vacuum cleaning truck. Used for routine cleaning and maintenance of the sanitary sewer system.

Maine Quarterly Water Rates - based on 100 gallons per day





City Council Agenda Information Sheet

City of Auburn

Council Agenda Date: 12/02/2013

Order 106-12022013

Author: Clint Deschene

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

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

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

Subject: Lewiston-Auburn Economic Growth Council (LAEGC)

Information: As a result of prior meetings and most recently a workshop on November 11th, 2013, the Council came to consensus to discuss and act upon a proposed order to continue funding to LAEGC with contingencies to have a joint, facilitated meeting with Lewiston.

Financial: Impact use of TIF revenues, Municipal Budget and ultimate delivery of economic development services

Action Requested at this Meeting: Discussion, Act on Order 106-12022013.

Previous Meetings and History: 4 November 2013- discussed the contract and reviewed the Mayor's memo to the Council. November 18th, 2013 had a workshop to discuss the direction.

Attachments: Proposed Order 106-12022013

*Agenda items are not limited to these categories.

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



Jonathan LaBonte, Mayor

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

IN CITY COUNCIL

ORDER 106-12022013

WHEREAS, the Auburn City Council adopted a position in the 2014 budget, “that the City Manager shall propose and have established by the Auburn City Council a contract with LAEGC for services to be provided to the City of Auburn for economic development to occur within 5 months of the fiscal year with the consequence being the elimination of funding.”;

WHEREAS, the City Manager and Mayor delivered to the Auburn City Council a proposed scope of service and contract at the October 21, 2013 City Council Meeting;

WHEREAS, the Lewiston Auburn Economic Growth Council presented a revised scope of services to the Auburn City Council on November 18, 2013;

THEREFORE, BE IT ORDERED that the City Council of the City of Auburn hereby extends funding to the Lewiston Auburn Economic Growth Council through June 30, 2014 and be it further ordered that the City Council accepts the revised scope of services as a basis of framework for continued negotiation contingent upon:

The City of Lewiston and the Board of LAEGC will join Auburn in a joint workshop and presentation on economic development models targeted for January 27th, 2014;

That the joint workshop marks the initiation of strategy development for economic development work between partner and that a Joint Economic Development Committee will be established not long after said joint workshop to advise on the strategy development process and the finalization of a proposed scope of services.



City Council Agenda Information Sheet

City of Auburn

Council Meeting Date: December 2, 2013

Order 107-12022013

Author: Roland Miller

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

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

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

Subject: Amendments to Downtown Area Municipal Development and TIF District #10

Information: The proposed amendment would add three areas (shown on Exhibit A) to the Downtown Area TIF district #10. They are generally described as: 1) properties west of Minot Avenue from Court Street to Elm Street and properties on both sides of South Goff Street; 2) properties south of Academy St., along the Main Street corridor, to the Little Androscoggin River in including all properties fronting on Newberry street and Laurel Avenue; and 3) properties north and west of Dunn St. and north and east of Fifth Street to the Androscoggin River and the Little Androscoggin River in New Auburn.

The City of Auburn is currently engaged in concentrating redevelopment efforts within these downtown neighborhoods. By including these areas within the Downtown TIF district it will be possible to use new tax revenue, generated by new developments, to address public infrastructure deficiencies. The TIF program shelters new valuation from the penalties currently embedded within the State of Maine valuation process. The impact of this is approximately 40% more of the new tax revenue being available for projects.

Financial: This program directs new tax revenue generated from new development back to the downtown area to fund projects enhancing the area.

Action Requested at this Meeting: approval

Previous Meetings and History: Workshop on the December 2, 2013

Attachments:

Order 107-12022013 for City Council action

Downtown Development Municipal Tax Increment Financing District #10 Development Program

PLEASE NOTE - Exhibit B reflecting changes made since originally presented (pages 14 and 15 in the attached handout).

*Agenda items are not limited to these categories.

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



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

Jonathan LaBonte, Mayor

IN CITY COUNCIL

ORDER 107-12022013

WHEREAS, the City of Auburn, Maine ("City") is considering whether to amend the Downtown Area Municipal Development and Tax Increment Finance District #10 and adopt the Development Program for the District presented to the City Council, designation in adoption to be pursuant to the following terms and provisions; and

WHEREAS, the City is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, to designate specified areas within the City as a Municipal Development and Tax Increment Finance District (the "District") and to adopt a development program and financing plan for such a district; and

WHEREAS, the City has exercised this authority by adopting an activating Downtown Area Municipal Development and Tax Increment Finance District #10; and

WHEREAS, the City continues to recognize the need for more commercial and mixed-use development in the City; and

WHEREAS, the City finds that there are three downtown neighborhoods adjacent to the "District" that have potential to provide continued employment opportunities for the citizens of Auburn, to improve and broaden the tax base of the City and are designated in the City's adopted plans for new downtown development and redevelopment; and

WHEREAS, the Public Improvements contemplated by the Development Program will enable the City to expand its tax base, improve the economic climate and environmental quality within the City; and

WHEREAS, on December 2, 2013 the City will hold a public hearing on amending the "District" in accordance with the requirements of Maine Revised Statutes upon at least ten (10) days prior notice published in newspaper of general circulation within the City;

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

That the Downtown Area Municipal Development and Tax Increment Financing District #10, Development Program and Financial Plan be amended to add the three downtown neighborhoods depicted on Exhibit A in the Development Program and Financial Plan; and

The City Manager is authorized to execute documents and to submit this amendment to the Maine Department of Economic and Community Development.



CITY OF AUBURN, MAINE

DOWNTOWN DEVELOPMENT MUNICIPAL TAX INCREMENT FINANCING DISTRICT #10 DEVELOPMENT PROGRAM AS AMENDED ON

DECEMBER 2, 2013

Prepared by:

Jill Cunningham, Economic Development Assistant

Roland Miller, Community & Economic Dev. Director

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- Exhibit A – TIF #10 District Map
- Exhibit B – Potential Economic Development Projects
- Exhibit C – Amended Assessors Certificate
- Exhibit D - Financial Projections
- Exhibit E – Tax Shift Calculations
- Exhibit F – Public Hearing Notice
- Exhibit G - Resolve from Auburn City Council Meeting

ARTICLE 1: DEVELOPMENT PROGRAM NARRATIVE

Section 1.01. Introduction

a. General Description of the District.

The City of Auburn desires to attract and retain quality jobs and commercial development, to create and maintain a healthy tax base, to improve the economy of the City and the State of Maine and to provide for construction of new public infrastructure and improvements to facilitate economic development. In order to fulfill these goals, the following property is being designated as the Downtown Area Municipal Development and Tax Increment Financing District #10: An area representing the boundaries of the original TIF district #10 amended to add three additional downtown neighborhoods as shown on the attached map (Exhibit A).

The property, is located at and is bounded on the North by Union Street, on the east by the Androscoggin River, on the south by Fifth and Dunn St, and on the west by Union Street, the back property lines of the properties along the south side of Court St. from South Goff street to Lake Street, properties to the west of South Goff Street extending to municipally owned property (Edwards Little High School property) S. Goff St. extended, Minot Avenue and the little Androscoggin River, has been designated as the Downtown Area Municipal Development and Tax Increment Financing District #10 (the "District") by the City of Auburn, Maine (the "City"). A map depicting the District is attached as Exhibit A. The Development Program described herein is proposed for the purpose of administering the District as a municipal development and tax increment financing district pursuant to Chapter 207 of Title 30-A of the Maine Revised Statutes, as amended (the "Development Program"). Upon resolution of the Auburn City Council designating the District and adopting this Development Program, the designation of the District and adoption of the Development Program will immediately become final subject only to approval by the Maine Department of Economic and Community Development ("DECD").

The purpose of the District is the (a) finance costs associated with certain public improvements within the District consisting of municipal parking garages and infrastructure improvements, including, but not limited to, roadways, access roadways, water, sewer, storm drains, road junctions, sidewalks and landscaping ("Public District Improvements" and (b) finance costs associated with certain economic development and infrastructure improvements within the City (the "Public Improvements") as hereinafter identified.

b. The Project.

The City needs to expand its tax base by attracting additional economic development to the City. The District impacts on economic development in several ways. First, the construction of the regional hotel complex and office towers in the District will be the catalyst for major commercial redevelopment within the District and in other areas of the City. The improvements in the District will also require certain improvements to and expansion of public infrastructure in the City including, but not limited to, the

construction of public parking, public park and recreation areas, streets and sidewalks.

Second, the District provides a source of funds to finance new economic development programs with respect to the City's downtown revitalization specifically being the ability to fund the recommendations of the downtown and comprehensive plan.. The City recognizes the need to make a substantial commitment to downtown revitalization and has aggressively adopted a downtown revitalization plan. This Development program will assist the City in implementing the necessary public improvements which are a major component of the downtown revitalization plan.

The Development Program thus will provide significant economic benefits to the City by encouraging the location in the District of new commercial projects which will be new contributors to its economy, by providing for private development within the District and by dramatically expanding the tax base and employment and mixed use development opportunities within the District and the City.

As described above, the District contemplates certain public improvements within the District described in sections 1.01(c) and 1.04. The extension or addition of these public improvements and modifications to existing facilities will allow substantial commercial and residential development within the District and enhance the ability to rehabilitate additional commercial property within the District (the "Project"). The Project is currently expected to allow for a major expansion of mixed-use development within the District.

During the term of the Development Program, the City will capture 100% of the increase in assessed value in the District, and using the retained tax increment revenues from the District for its own use to finance the Project Costs described in Sections 1.01(c) and 1.04 hereof.

The City proposes to annually capture 100% of increased assessed value generated by development within the Downtown as 'Captured Assessed Value' to fund the CEAs with the Site Developer and other future lot owners as described above. However, in the event that development proposals on any given lot do not warrant CEA reimbursement at the full level (based on investment and employment criteria established by the City and as further set forth in exhibit B), the City will use its share of the projected tax revenue generated solely from the property tax paid on the captured assessed value of the improvements made within the District ("TIF Revenues") to finance some or all of the costs of the public improvements, such costs being authorized as project costs as defined under §5225 of Chapter 206. The City finds that the public improvements either will directly or indirectly provide, induce, or encourage new employment opportunities within the City's tax base, and will provide economic development to the benefit of the residents of the City and will improve the general economy of the City. These projects either are related to this development Program or are otherwise qualifying projects under Chapter 206.

c. **Public Improvements**

The City will use the captured tax increment revenues from the District to finance some or all of the costs of the following types of projects (being the Public Improvements and

Public District Improvements): (i) to fund the construction of public garages within the District; (ii) to fund the infrastructure improvements within and abutting the District, including, but not limited to, roadways, access roads, junctions, sewer, water, storm drains, sidewalks and landscaping (hereinafter called the Public District Improvements) (iii) to develop new employment opportunities in the City and to pay other Project Costs as described in 30-A MRSA §5252(8)(8)(11); (iv) to provide for costs reasonably related to the construction, alteration or expansion of facilities not located within the district that are required due to improvements or activities within the District as described in 30-A MRSA §5252(8)(8)(9), including road, water, sewer, storm water and environmental protection improvements and fire and public safety projects; (v) to fund the City's economic development programs including, but not limited to, the implementation of the Auburn Downtown and comprehensive plans being the City's downtown revitalization program; (vi) to fund environmental improvement programs; and (vii) to fund infrastructure improvements, and other Project Costs, all as permitted under 30-A M.R.S.A. § 5252(8)(B)(herein collectively called the "Project Costs"). The Public Improvements are further described in Section 1.04 hereof. The City Council finds that each of the specific projects described herein will either directly or indirectly provide or encourage new employment opportunities within the City, encourage and promote economic development that will broaden the City's tax base, and improve the general economy of the City.

The specific public improvement projects to be financed with the City's portion of the tax increment financing revenues will be approved through subsequent City Council action pursuant to the City's Charter.

The Project and all associated improvements acquired or financed under this Development Program other than the Public Improvements and other Project Costs will be located within the District. The proposed District will be located as hereinbefore set forth in §1.01 as premises of the Downtown Area in Auburn, Maine.

Section 1.02. Statement of Means and Objectives

a. Development District

The City desires to attract quality jobs and economic development to the community in order to create additional employment opportunities in the City, to maintain a healthy tax base, to promote community well-being, to provide for the City's downtown revitalization and to provide the facilities outlined in this Development Program. This Development Program and Financial Plan provides for the creation for Municipal Development and Tax Increment Financing District for the Downtown Area. By providing for the reinvestment of the new or incremental tax revenues in the District, the District will create certain important public improvements as well as provide the ability for substantial mixed-use development within the District, thereby providing new employment opportunities in the City and improving and broadening the City tax base and the economy of the City and the State of Maine.

b. Benefits of the District

New tax dollars for the City. The District is anticipated to expand substantially the tax base of the City, resulting in new tax revenues from the District for the City over the next thirty (30) years.

Public parking areas including garages will be constructed for purposes of facilitating more development by providing public parking in the District for employees, businesses, residents living in and citizens utilizing the downtown.

New infrastructure will be constructed for purposes of providing access to portions of the amended District.

The District will ensure the continued viability of the Auburn downtown through economic development and job creation, including the development of a mixed use office complex, and other developments which will be major contributors to the economy of the City of Auburn and will create substantial new, quality jobs in Auburn.

The new development will place little burden on existing City services and little or no burden on its schools.

Other substantial new development is likely to occur as a result of the infrastructure improvements surrounding and within the District which are based on the City's downtown revitalization program. The additional tax revenues will be utilized to implement the City's downtown revitalization program.

Finally, the additional tax revenues will be utilized to assist in the financing of downtown public improvements which are the cornerstone of implementing the City's downtown revitalization program.

In summary, the means and objectives of the District are to finance certain Public Improvements intended to promote economic development, expand the tax base of the City for the benefit of the citizens of the City, assist in the implementation of the City's downtown revitalization program, and the construction of public improvements.

Section 1.03 Brief Discussion of Financial Plan

The financial plan for the District is set forth in greater detail in Article II below. The following is a brief summary of the plan. The total anticipated investment in the District by private developers is in excess of \$10 million, although this number may increase substantially.

As part of the Development Program, the City proposes to capture one hundred percent (100%) of the increase in assessed value in the District to finance some or all of the Public Improvements and other Project Costs. The Development Program will remain in effect for a period of thirty (30) years.

The Project Costs of the Development Program may be financed, in part, by the issuance of General Obligation Bonds of the City (the "Bonds") with the incremental taxes from the District being used, in part, to pay the debt service on the bonds.

The City anticipates the creation of an 'omnibus' TIF district and development program, which would enable Credit Enhancement Agreements ("CEAs") to be negotiated with the Developer and any other party that purchases a lot in the

downtown for the purpose of business site location. The City will 'capture' 100% of the increased value associated with new construction in the downtown, as 'Captured Assessed Value' (CAV), for the purpose of funding the CEAs, and when circumstances allow, funding certain municipal economic development activities. Terms and conditions for each CEA will be negotiated by the City Manager or his designee, set for public hearing in conformance with the requirements for public notice of 30-A MRSA §5253 and submitted to the City Council for approval.

The percentage reimbursement of property taxes paid with respect to the increased assessed value created by a developer will be determined by the City Council.

The designation of the District and approval of Development Program can achieve and address the issues and goals as stated previously in this introduction. A high-end downtown with an innovative, forward looking and omnibus TIF in place and CEA framework for future development can greatly enhance the City's statewide reputation and profile as a business location and enhance the attractiveness of the District as a future business location, and a place attractive to mixed use development and redevelopment making the overall project more financially viable.

By designating a single TIF district and adopting a comprehensive Development Program that allows for multiple CEA's, there is one public hearing and one council vote required for each CEA. This results in an economy of resources and rewards developers for the creation of benefits to the City of Auburn. The approach is also fair. It sets forth criteria and CEA parameters which are publicly available and known to all potential developers. It's at the City Councils discretion to vary from TIF Policy based on the District being a Downtown District.

The proceeds of the CEA will be utilized by the companies or developers ("taxpayers") to defray the cost of construction, financing, and general improvement of the lots within the District as described in this Development Program.

Section 1.04. Description of Public Facilities to be Constructed

The Public District Improvements contemplated by the City's economic development program include the acquisition of property, construction of parking garages, pedestrian walkways, festival plaza and the construction of substantial infrastructure including, but not limited to, underground utilities, access roads, streets, road junctions, public park and recreation areas, sewer, water, storm drains and landscaping.

The Public District Improvements will be completed to assist the City in its efforts to increase employment and economic development in general and to implement the downtown and comprehensive plans being the City's downtown revitalization program and will be approved by the City Council on an ad hoc basis as the various alternatives are considered.

Section 1.05. Uses of Private Property

The City anticipates that commercial developers will construct three office complexes which may include mixed-use residential and retail space at an estimated cost in excess of \$40 million. The acquisition and installation of all improvements will be supervised by the developers and will be subject to all required state and local approvals. All capital improvements related to the development will be located in the District. The actual and proposed uses of the District are in keeping with current zoning requirements and the development of mixed-use residential, retail and office complexes is a permitted use in the zone in which the District is located.

Section 1.06. Relocation of Displaced Persons

It is anticipated that no businesses or persons within the City will be displaced or relocated as a result of the development activities proposed in the District. If such relocation is necessary the City of Auburn will comply with all federal regulatory requirements to assist the property owner and/or tenants in relocating.

Section 1.07. Proposed Regulations and Facilities to Improve Transportation

The development, as it is currently proposed, will require the City to construct public parking areas, including a garage, and various infrastructure improvements to serve the District and to promote further economic development.

Section 1.08. Environmental Controls

The improvements contemplated by the capital improvement program will comply with all requirements of the City's ordinances, including its Zoning Ordinance. With the exception of (i) any building, site plan and other construction permits to be applied for in the ordinary course, and (ii) any occupancy permits, no further zoning permits, licenses or other local approvals are anticipated to be necessary in connection with the improvements.

The commercial developers will take all steps required by the Maine Department of Environmental Protection ("DEP") to ensure that the acquisition, installation, construction and operation of the improvements comply with all state environmental rules and regulations. All air emission, waste water discharge or other licenses required in connection with the Project either have been, or will be, applied for and obtained by the commercial developers as required by applicable law, rule and regulation.

Section 1.09. Plan of Operation Upon Completion

The improvements in the District, other than the public garages and public infrastructure, in the District will at all times be owned by the developers, their 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 private development in the District. The City will administer all public improvements.

Section 1.10. Program Duration

The duration of the District will be for the duration of the earlier of 30 years or upon completion of payment of all Project Costs.

ARTICLE II: FINANCIAL PLAN

Section 2.01. General Characteristics

The proposed tax increment financing district will encompass approximately 266 acres (acres in the original Downtown Development TIF district #10 and acres within the three neighborhoods to be added to the downtown district. The baseline valuation equals \$84,411,000, which is made up of \$52,364,600 (2002) from the original district and \$32,046,400 from the areas to be added (2013).

This Development Program requires the establishment of a Development Program Fund consisting of Project Cost Account pledged to and charged with payment of Project Costs and a Development Program Sinking Fund Account to pay debt service on any debt financed Project Costs. These funds have already been established and will continue to be used for the downtown district as amended.

Section 2.02. Cost Estimated for Development Program

Estimated costs of the Development Program are set forth in greater detail in Exhibit B hereto.

Section 2.03. Indebtedness

It is anticipated that the City will incur general obligation bond indebtedness in connection with the construction of the public garages and infrastructure. At the election of the City, some of the other improvements associated with the Public District Improvements and Public Improvements may be funded by the City incurring general obligation bond indebtedness.

Section 2.04. Sources of Anticipated Revenues

The sources of anticipated revenues generated by the District are (i) municipal tax increment revenues on retained captured assessed values, which will be deposited as received into the Downtown Area Project Cost Account and the District's Development Program Fund, and (ii) earnings on such amounts.

A Development Program Fund shall be established by the City. Upon receipt of each payment of property tax from taxpayers in the District, the City shall deposit that portion of each payment constituting the retained tax increment revenues into the Development Program Fund.

The City will establish a Project Cost Account or a series of project cost accounts within the Development Program Fund, as one or more permanent municipal reserve funds created and administered pursuant to the provisions of Title 30-A Section 5801 of the Maine Revised Statutes, as amended, which funds shall be dedicated to the acquisition or construction of the Public District Improvements and/or the Public Improvements and other Project Costs. Upon each payment of property tax with respect to property in the District, the City shall deposit to the Project Cost Account the tax increment revenues generated in the Tax Increment District. The funds so deposited will be allocated as follows: (a) first such incremental revenues shall be deposited to a Development Sinking Fund Account pledged to payment of principal and interest on the Bonds; and second, such incremental revenues shall be deposited in the sub Project Cost Accounts for the payment of other improvements or allowed economic development purposes. As the deposit and investment of funds in the Project Cost Account accrue and increase to a level which permits acquisition or construction of individual Public District Improvements or the Public Improvements, such projects will be undertaken and funded from such reserve fund(s). Accordingly, all tax increment revenues deposited into the Project Cost Account reserve fund(s) shall be deemed to have been expended and used to satisfy the obligations of the Project Cost Account with respect to the Project Costs described in the Development Program when deposited into such reserve fund(s).

A summary of financial and statistical information relating to the District's satisfaction of certain conditions imposed under Chapter 207 of Title 30-A of the Maine Revised Statutes, as amended, as a prerequisite to designation of the District, is set forth below.

- | | | |
|----|--|-----------------|
| a. | Total value of equalized taxable property of the City as of April 1, 2012 | \$1,081,600,000 |
| b. | Total assessed value of the District as of April 1, 2012. | \$84,411,000 |
| c. | Total value of equalized taxable property as of April 1 preceding the date of designation of all other Tax Increment Financing Districts within the City. | \$27,190,000 |
| d. | Percentage of total assessed value of the City represented by total assessed value of the District and other districts (the sum of lines b and c divided by line a). | 1.00% |
| e. | Aggregate original principal amount of municipal general obligation indebtedness financed by the proceeds from Tax Increment Financing Districts within Androscoggin County, does not exceed \$50,000,000. | |
| f. | Total acreage in the City of Auburn is 41,430 acres. | |
| g. | The acreage included in the existing Tax Increment Financing Districts in the City of Auburn is 398 acres. | |
| h. | Total Acreage in the District #10 is 266 acres. | |
| i. | Total Acreage including TIF#10 is 664 or 1.60% of the acreage in Auburn. | |
| j. | Percentage of acreage in TIF# 10 suitable for commercial development equals 100%. | |

Attached hereto as Exhibit C is a certification of original assessed value executed by the City Assessor of the City of Auburn in accordance with the requirements of 30-A MRSA §5254(2) certifying that the original assessed value of the District as of April 1, 2012 was \$84,411,000.

Section 2.05. Estimated Impact of Financing Upon Taxing Jurisdiction

In accordance with Maine statutes governing the establishment of tax increment financing districts, the table set forth below identifies estimated tax shifts that will result during the term of the District from the establishment of the District, using formulas reviewed by the Department of Economic and Community Development. See Exhibit E.

Section 2.06. Duration of the Development Program

The duration of the District began with the designation of the District by the Auburn City Council and the approval by the Maine Department of Economic and Community Development and will end in thirty (30) years.

ARTICLE III. PHYSICAL DESCRIPTION

Section 3.01. Description of the District

The District consists of a parcel of land that totals 266 acres.

The District is delineated on Exhibit A hereto.

Section 3.02. Site location map

Set forth on Exhibit A is a tax map of the City reflecting the approximate location of the District within the City.

ARTICLE IV: MUNICIPAL APPROVALS

Section 4.01. Public Hearing

Attached hereto as Exhibit E is a copy of the Notice a Public Hearing to establish the original district held in accordance with the requirements of 30-A MRSA §5253. The Notice was published in the Lewiston Sun Journal, a newspaper of general circulation in Auburn on July 5, 2002 a day at least ten (10) days prior to the public hearing. A public hearing was held at the City Council meeting on July 15, 2002. The Notice of Public Hearing for the amendment to this District, in accordance with the statutory requirements, was published in the Lewiston Sun Journal, a newspaper of general circulation in Auburn November 20, 2013 a day at least 10 days prior to the public hearing which is scheduled for December 2, 2013.

Section 4.02. Authorizing Votes

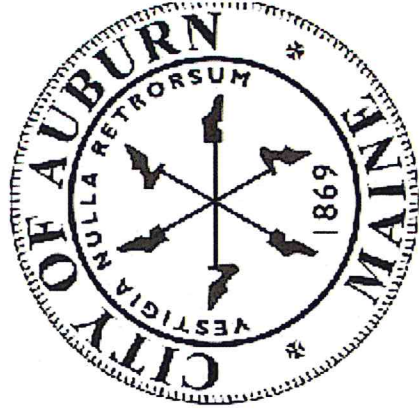
Attached as Exhibit F are copies of the votes by the City Council of the City of Auburn meeting thereof duly called and held on December 2, 2013 approving the designation of the amended District and adoption of this amended Development Program.

ARTICLE V: AGREEMENT REGARDING VALUATION ISSUES

Section 5.01. Valuation Issues

There are certain assumptions regarding valuation and depreciation of assets, which underlie the analysis set forth in this Development Program. The City and the Developer both covenant and agree that the assumptions, analysis and result set forth in this Development Program shall in no way prejudice the rights of either party or be used, in anyway, by either party in either presenting evidence or making argument in any dispute which may arise in connection with valuation of the property within the District.

TIF #10



City of Auburn

60 Court St
Auburn, ME 04210
207-333-6601
www.auburnmaine.gov

- TIF #10
- Uptown Auburn
- Newbury St. & Laurel Ave.
- New Auburn
- Downtown



The data used in these applications were 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

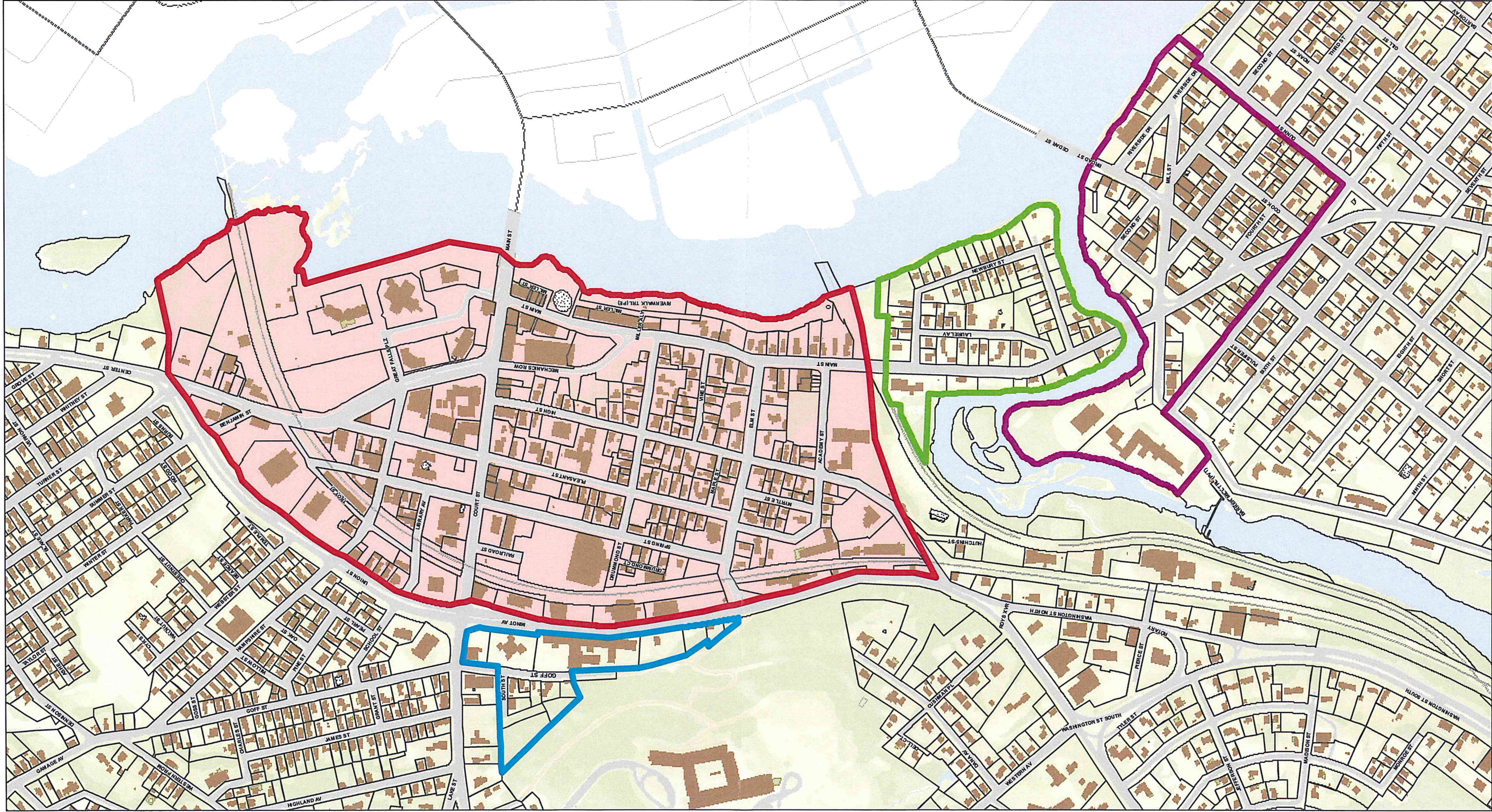


Exhibit B

Project Costs

New Auburn Downtown

1) Develop riverfront park between Broad Street/Main Street bridges.	\$750,000
2) Acquire properties for Androscoggin River bridge relocation.	\$300,000
3) Construct and reconstruct Barker Mill pedestrian trail.	\$150,000
4) Road reconstruction, underground lighting, retaining walls, on street parking, Round-a-bouts, crosswalks and decorative street lighting (LED).	\$3,000,000
5) Public parking garage.	\$5,000,000
6) Signage and public art.	\$50,000
7) Construct pedestrian bridge (s) across Little Androscoggin River (potential locations include: Barker Mill dam & riverfront park).	\$600,000
8) Construct white water rafting course at the foot of Barker Mill dam.	\$200,000
9) Redevelopment of St. Louis church.	\$750,000
Total for New Auburn Downtown	\$10,800,000

Newbury Street & Laurel Avenue

1) Acquire land between Newberry Street and the riverfront.	\$1,000,000
2) Extend Riverwalk (Newbury St.) from Bonney Park to Main St.	\$1,000,000
3) Commemorate Native American fortress	\$5,000
Total for Newbury St & Laurel Avenue	\$2,005,000

Old Auburn downtown

1) Construct transportation center (public transportation)	\$500,000
2) Redevelop Moulton Park.	\$250,000
3) Close Academy Street/Main Street intersection.	\$150,000
4) Relocate traffic signal from Academy St. to Elm St.	\$150,000
5) Acquire Main Street properties pursuant to ADAPT plan.	\$1,000,000
6) Develop additional public parking West of Mechanics Row.	\$700,000
7) Redevelop Edward Little Park.	\$500,000
8) Develop bicycle and pedestrian crossing over railroad.	\$50,000
9) Underground utilities, decorative lighting, public art and fencing.	\$250,000
10) Downtown parking garage.	\$5,000,000
11) Replace 72 inch storm drain under Great Falls.	\$1,000,000
12) Construct public seating area around Civil War monument.	\$35,000

13) Improvements to West Pitch Park.	\$75,000
14) Acquire properties along the East side of Minot Avenue.	<u>\$250,000</u>
Total for Old Downtown Development	\$9,910,000

Uptown Auburn (S. Goff St. extended)

1) Extend S. Goff Street to Elm Street intersection.	\$2,000,000
2) Underground utilities.	\$1,200,000
3) Acquire land for parking.	\$900,000
4) Reconnect pedestrian access trail to Edward Little High School.	<u>\$40,000</u>
Total for Uptown Auburn	\$4,140,000

Transit Services

(1) Transit service capital costs, including but not limited to: transit vehicles such as buses, ferries, vans, rail conveyances and related equipment; bus shelters and other transit-related structures; and benches, signs and other transit-related infrastructure.

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(2) In the case of transit-oriented development districts, ongoing costs of adding to an existing transit system or creating a new transit service and limited strictly to transit operator salaries, transit vehicle fuel and transit vehicle parts replacements.

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DOWNTOWN MUNICIPAL DEVELOPMENT AND TAX
INCREMENT FINANCING DISTRICT #10
DEVELOPMENT PROGRAM

AMENDED EXHIBIT C

CERTIFICATE OF CITY ASSESSOR
CITY OF AUBURN, MAINE

This Amended Certificate adds the value of the new district 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 and 123-d P.S. LD1892 that the assessed real estate value of the original Auburn's Downtown Municipal Development and Tax Increment Financing District #10, as described in the development program was \$52,364,600 as of March 31, 2002 (April 1, 2003).

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

A list of all parcels in the district by Auburn Tax Map number is attached, which shows each individual parcel's value as of March 31, 2012.

IN WITNESS HEREOF, this certificate has been executed this 20th day of September, 2013.

CITY OF AUBURN, MAINE
CITY ASSESSOR:

Print Name: _____

TIF 10 Amendment Data

Tax Id	Sq. Footage	Building	Valuation Land	Valuation Total	Valuation Date	Address	Acres
Parcels							
220-112				Exempt	2012	141 MILL ST	4.14
220-113		9,200	900	10,100	2012	127 MILL ST	0.15
221-025	2215	119,800	25,900	145,700	2012	26 FIFTH ST	0.18
221-026	4568	163,000	30,400	193,400	2012	30 FIFTH ST	0.15
221-027	4920	164,100	34,400	198,500	2012	34 FIFTH ST	0.17
221-028	2067	112,200	25,900	138,100	2012	38 FIFTH ST	0.18
221-029	3113	134,800	17,800	152,600	2012	40 FIFTH ST	0.11
221-030	2458	99,000	8,100	107,100	2012	97 BROAD ST	0.05
221-031			13,000	13,000	2012	93 BROAD ST	0.08
221-032	2520	86,900	19,400	106,300	2012	33 SOUTH MAIN ST	0.12
221-033	1381	96,700	14,600	111,300	2012	27 SOUTH MAIN ST	0.09
221-034	2220	72,600	25,900	98,500	2012	25 SOUTH MAIN ST	0.21
221-035	3351	39,600	120,000	159,600	2012	21 SOUTH MAIN ST	0.20
221-036				Exempt	2012	11 SOUTH MAIN ST	1.33
221-037	5715	173,800	34,400	208,200	2012	100 MILL ST	0.17
221-038	4728	158,900	43,300	202,200	2012	108 MILL ST	0.23
221-039	1512	60,900	22,300	83,200	2012	114 MILL ST	0.11
221-040	7201	155,700	43,500	199,200	2012	120 MILL ST	0.33
221-041	15430	864,900	68,100	933,000	2012	121 MILL ST	4.59
221-042			274,200	274,200	2012	119 MILL ST	0.09
221-043	1931	88,000	26,000	114,000	2012	371 MAIN ST	0.27
221-044				Exempt	2012	369 MAIN ST	0.40
221-047	1760	21,900	52,500	74,400	2012	359 MAIN ST	0.21
221-048	3120	122,500	24,300	146,800	2012	351 MAIN ST	0.15
221-049			24,300	24,300	2012	345 MAIN ST	0.12
221-050				Exempt	2012	35 LAUREL AV	0.32
221-051				Exempt	2012	34 LAUREL AV	0.42
221-052				Exempt	2012	40 LAUREL AV	0.05
221-053			25,900	25,900	2012	358 MAIN ST	0.18
221-054	2028	68,500	21,100	89,600	2012	121 NEWBURY ST	0.13
221-055				Exempt	2012	115 NEWBURY ST	0.16
221-056	1340	60,000	21,100	81,100	2012	111 NEWBURY ST	0.13
221-057	1297	87,500	21,100	108,600	2012	107 NEWBURY ST	0.13
221-058				Exempt	2012	103 NEWBURY ST	0.21
221-059	1259	66,800	22,700	89,500	2012	101 NEWBURY ST	0.14
221-060	1260	67,500	22,700	90,200	2012	97 NEWBURY ST	0.14
221-061	3017	90,000	22,700	112,700	2012	93 NEWBURY ST	0.14
221-062	1884	90,600	25,900	116,500	2012	73 NEWBURY ST	0.17
221-063	1874	97,700	26,100	123,800	2012	80 NEWBURY ST	0.35
221-064	1251	74,900	26,700	101,600	2012	88 NEWBURY ST	0.75
221-065	766	77,600	22,700	100,300	2012	90 NEWBURY ST	0.14
221-066			25,900	25,900	2012	96 NEWBURY ST	0.16
221-067				Exempt	2012	104 NEWBURY ST	0.19
221-068	4820	193,300	25,900	219,200	2012	112 NEWBURY ST	0.16
221-069	1505	84,600	26,000	110,600	2012	116 NEWBURY ST	0.27
221-070	2080	110,100	13,000	123,100	2012	124 NEWBURY ST	0.08
221-071				Exempt	2012	364 MAIN ST	0.09
221-072	1908	74,300	16,200	90,500	2012	370 MAIN ST	0.10
221-073	6252	148,800	67,400	216,200	2012	374 MAIN ST	0.28
221-074				Exempt	2012	8 SOUTH MAIN ST	0.10
221-075			700	700	2012	10 SOUTH MAIN ST	0.02
221-076	1844	115,300	121,400	236,700	2012	87 MILL ST	0.42
221-078	16995	876,600	121,400	998,000	2012	80 MILL ST	0.43
221-080	4656	139,700	18,200	157,900	2012	34 SOUTH MAIN ST	0.09
221-081	1385	86,400	18,200	104,600	2012	40 SOUTH MAIN ST	0.09
221-082	4422	90,300	16,200	106,500	2012	85 BROAD ST	0.08
221-083	10729	419,600	43,800	463,400	2012	71 BROAD ST	0.07
221-084	3237	110,700	28,400	139,100	2012	81 BROAD ST	0.14
221-085	3528	102,700	43,300	146,000	2012	21 THIRD ST	0.25
221-086	2084	87,300	37,500	124,800	2012	9 THIRD ST	0.06
221-088	5570	234,100	81,200	315,300	2012	63 BROAD ST	0.13
221-089				Exempt	2012	MILL ST	0.03
221-090	2124	127,800	120,000	247,800	2012	67 MILL ST	0.20
221-091	7990	287,500	120,600	408,100	2012	61 MILL ST	0.30
221-092	3633	125,100	29,400	154,500	2012	55 MILL ST	0.05
221-093	1940	75,400	50,000	125,400	2012	53 BROAD ST	0.08
221-094	2508	113,200	14,200	127,400	2012	15 SECOND ST	0.07
221-095	6440	56,100	100,000	156,100	2012	7 SECOND ST	0.16
221-098		1,300	78,300	79,600	2012	2 SECOND ST	0.29
221-099		5,600	3,300	8,900	2012	4 SECOND ST	0.17
221-100	1760	93,500	43,400	136,900	2012	6 SECOND ST	0.28

221-101				Exempt	2012	8	SECOND ST	0.38
221-102	7182	236,300	38,500	274,800	2012	10	SECOND ST	0.19
221-103	4188	128,700	28,400	157,100	2012	14	SECOND ST	0.14
221-104				Exempt	2012	51	BROAD ST	0.25
221-105	2580	120,400	31,300	151,700	2012	47	BROAD ST	0.05
221-106	2458	104,300	87,500	191,800	2012	41	BROAD ST	0.14
221-107	2842	110,900	36,500	147,400	2012	23	BROAD ST	0.18
221-108	6000	205,500	44,100	249,600	2012	15	BROAD ST	0.61
221-109	2556	88,200	30,400	118,600	2012	9	BROAD ST	0.15
221-110	13140	324,800	124,300	449,100	2012	12	RIVERSIDE DR	0.88
221-111	4000	92,400	120,800	213,200	2012	30	RIVERSIDE DR	0.32
221-112	5552	141,100	121,400	262,500	2012	32	RIVERSIDE DR	0.42
221-113	2400	95,600	121,100	216,700	2012	48	RIVERSIDE DR	0.37
221-114	2332	103,000	36,500	139,500	2012	54	RIVERSIDE DR	0.18
221-115	2520	75,600	36,500	112,100	2012	58	RIVERSIDE DR	0.18
221-145	1870	105,300	43,300	148,600	2012	53	RIVERSIDE DR	0.23
221-146	2688	116,700	32,400	149,100	2012	49	RIVERSIDE DR	0.16
221-147	2864	116,200	30,400	146,600	2012	39	RIVERSIDE DR	0.15
221-148	7466	152,100	75,000	227,100	2012	4	MILL ST	0.12
221-149	616	57,800	18,200	76,000	2012	21	RIVERSIDE DR	0.09
221-150	1676	287,600	120,900	408,500	2012	7	RIVERSIDE DR	0.35
221-152	4809	201,800	26,300	228,100	2012	32	SECOND ST	0.13
221-153	5888	144,800	121,400	266,200	2012	31	MILL ST	0.42
221-154	972	26,700	62,500	89,200	2012	22	MILL ST	0.10
221-155	3876	122,700	34,400	157,100	2012	56	SECOND ST	0.17
221-156				Exempt	2012	60	SECOND ST	0.35
221-157	1938	101,100	43,300	144,400	2012	78	SECOND ST	0.23
221-179				Exempt	2012	null	SECOND ST	0.34
221-180	3552	124,500	17,800	142,300	2012	67	SECOND ST	0.11
221-181	3342	107,700	27,200	134,900	2012	63	SECOND ST	0.23
221-182				Exempt	2012	43	SECOND ST	0.21
221-183				Exempt	2012	41	SECOND ST	0.14
221-184	4900	55,300	81,200	136,500	2012	37	SECOND ST	0.13
221-185	5145	135,000	81,200	216,200	2012	36	MILL ST	0.13
221-186	2000	104,100	56,300	160,400	2012	58	BROAD ST	0.09
221-187	4737	142,100	62,500	204,600	2012	70	BROAD ST	0.10
221-188	6300	229,000	36,500	265,500	2012	46	THIRD ST	0.18
221-189	3368	112,000	22,300	134,300	2012	48	THIRD ST	0.11
221-190	2034	116,100	17,800	133,900	2012	52	THIRD ST	0.11
221-191	3756	179,300	17,800	197,100	2012	19	COOK ST	0.11
221-192	1984	110,700	14,600	125,300	2012	64	THIRD ST	0.09
221-193	1916	110,800	22,700	133,500	2012	66	THIRD ST	0.14
221-194	1014	81,000	26,000	107,000	2012	68	THIRD ST	0.23
221-195	2503	140,300	43,300	183,600	2012	33	DUNN ST	0.23
221-215	1298	91,100	17,800	108,900	2012	37	DUNN ST	0.11
221-216	1500	67,800	9,700	77,500	2012	81	THIRD ST	0.06
221-217	1261	80,800	11,300	92,100	2012	75	THIRD ST	0.07
221-218	1617	92,000	17,800	109,800	2012	71	THIRD ST	0.11
221-219	1380	93,200	17,800	111,000	2012	67	THIRD ST	0.11
221-220	2994	122,400	26,000	148,400	2012	63	THIRD ST	0.23
221-221	3132	137,600	22,300	159,900	2012	21	COOK ST	0.11
221-222	2652	119,000	17,800	136,800	2012	53	THIRD ST	0.11
221-223	2924	129,100	17,800	146,900	2012	49	THIRD ST	0.11
221-224	2004	98,500	17,800	116,300	2012	41	THIRD ST	0.11
221-225	3909	136,000	17,800	153,800	2012	37	THIRD ST	0.11
221-226	2568	88,000	17,800	105,800	2012	78	BROAD ST	0.11
221-227	980	61,200	17,800	79,000	2012	80	BROAD ST	0.11
221-228	2024	109,800	26,000	135,800	2012	22	FOURTH ST	0.23
221-229	1003	58,800	17,800	76,600	2012	26	FOURTH ST	0.11
221-230	1238	75,600	17,800	93,400	2012	30	FOURTH ST	0.11
221-231	2732	135,900	13,000	148,900	2012	27	COOK ST	0.08
221-232	1120	79,100	9,700	88,800	2012	25	COOK ST	0.06
221-233	1603	86,400	17,800	104,200	2012	26	COOK ST	0.11
221-234	2875	103,900	11,300	115,200	2012	32	COOK ST	0.07
221-235	2007	106,100	6,500	112,600	2012	44	FOURTH ST	0.04
221-236	9848	255,700	26,300	282,000	2012	46	FOURTH ST	0.13
221-237	3345	93,700	13,000	106,700	2012	52	FOURTH ST	0.08
221-238	6432	122,000	13,000	135,000	2012	54	FOURTH ST	0.08
221-239	2426	109,700	14,600	124,300	2012	58	FOURTH ST	0.09
221-240	2592	49,400	14,600	64,000	2012	41	DUNN ST	0.09
221-253	5210	236,100	26,100	262,200	2012	59	FOURTH ST	0.34
221-254	2778	108,700	17,800	126,500	2012	49	FOURTH ST	0.11
221-255	1921	117,500	17,800	135,300	2012	45	FOURTH ST	0.11
221-256	2696	136,300	26,000	162,300	2012	36	COOK ST	0.23
221-257	3080	122,200	9,700	131,900	2012	39	COOK ST	0.06

221-258	1848	120,600	9,700	130,300	2012	37	COOK ST	0.06
221-259	1974	108,000	11,300	119,300	2012	29	FOURTH ST	0.07
221-260	1543	83,000	24,300	107,300	2012	25	FOURTH ST	0.15
221-261	3870	123,900	17,800	141,700	2012	21	FOURTH ST	0.11
221-262	2387	94,600	14,600	109,200	2012	50	SOUTH MAIN ST	0.09
221-263	1877	75,000	8,100	83,100	2012	44	SOUTH MAIN ST	0.05
221-264	2534	99,800	25,900	125,700	2012	41	COOK ST	0.17
221-265	1736	116,100	9,700	125,800	2012	42	COOK ST	0.06
221-266	1302	127,900	14,600	142,500	2012	44	COOK ST	0.09
221-267	3396	113,500	26,100	139,600	2012	82	FIFTH ST	0.31
221-268	4426	158,000	22,300	180,300	2012	94	FIFTH ST	0.11
221-273	1164	85,500	6,500	92,000	2012	55	SOUTH MAIN ST	0.04
221-274	1202	93,400	9,700	103,100	2012	54	FIFTH ST	0.06
221-275	1885	137,400	14,600	152,000	2012	96	BROAD ST	0.09
230-063				Exempt	2012		MINOT AV	0.09
230-064	3448	98,200	43,300	141,500	2012	91	MINOT AV	0.23
230-065				Exempt	2012	87	MINOT AV	0.37
230-066	1792	53,200	134,300	187,500	2012	81	MINOT AV	1.02
231-001				Exempt	2012	337	MAIN ST	0.33
231-002	4482	129,500	43,300	172,800	2012	317	MAIN ST	0.36
231-003	8882	508,500	118,900	627,400	2012	301	MAIN ST	1.72
231-031			57,500	57,500	2012	284	MAIN ST	0.23
231-032	1800	90,600	19,400	110,000	2012	12	NEWBURY ST	0.12
231-033	1468	176,000	80,800	256,800	2012	296	MAIN ST	0.38
231-034	2957	112,600	14,600	127,200	2012	14	NEWBURY ST	0.09
231-035	5479	161,600	36,500	198,100	2012	16	NEWBURY ST	0.18
231-036	2802	89,500	25,900	115,400	2012	22	NEWBURY ST	0.17
231-037	3618	140,600	26,200	166,800	2012	28	NEWBURY ST	0.43
231-038	1516	91,100	25,900	117,000	2012	36	NEWBURY ST	0.17
231-039	1283	55,200	25,900	81,100	2012	38	NEWBURY ST	0.18
231-040	1322	64,100	25,900	90,000	2012	42	NEWBURY ST	0.19
231-041	2510	97,300	26,100	123,400	2012	46	NEWBURY ST	0.34
231-042	1188	79,900	25,900	105,800	2012	54	NEWBURY ST	0.17
231-043			3,300	3,300	2012	58	NEWBURY ST	0.17
231-044	2340	93,100	24,300	117,400	2012	62	NEWBURY ST	0.15
231-045	1039	63,900	24,300	88,200	2012	68	NEWBURY ST	0.15
231-046	5064	149,300	24,300	173,600	2012	72	NEWBURY ST	0.15
231-047	3534	120,100	25,900	146,000	2012	76	NEWBURY ST	0.17
231-048	2692	103,600	25,900	129,500	2012	69	NEWBURY ST	0.16
231-049	790	83,400	25,900	109,300	2012	65	NEWBURY ST	0.16
231-050	910	75,100	24,300	99,400	2012	61	NEWBURY ST	0.15
231-051	1643	96,200	24,300	120,500	2012	57	NEWBURY ST	0.15
231-052	1680	88,700	25,900	114,600	2012	53	NEWBURY ST	0.18
231-053	1788	97,200	25,900	123,100	2012	49	NEWBURY ST	0.22
231-054	2732	102,400	25,900	128,300	2012	27	NEWBURY ST	0.22
231-055		6,400	21,100	27,500	2012	21	NEWBURY ST	0.13
231-056	3210	111,100	17,800	128,900	2012	2	LAUREL AV	0.11
231-057	3440	142,500	28,400	170,900	2012	8	LAUREL AV	0.14
231-058	2876	141,200	13,000	154,200	2012	10	LAUREL AV	0.08
231-059	2727	121,200	26,100	147,300	2012	14	LAUREL AV	0.33
231-060	13044	500,100	45,200	545,300	2012	18	LAUREL AV	1.02
231-061	3904	119,400	36,500	155,900	2012	29	LAUREL AV	0.18
231-062	5744	209,300	43,700	253,000	2012	27	LAUREL AV	0.40
231-063	3288	159,200	25,900	185,100	2012	21	LAUREL AV	0.17
231-064	4570	226,600	25,900	252,500	2012	17	LAUREL AV	0.20
231-065	2782	167,700	25,900	193,600	2012	15	LAUREL AV	0.20
231-066	3594	138,900	26,200	165,100	2012	9	LAUREL AV	0.38
231-067	3036	127,900	25,900	153,800	2012	5	LAUREL AV	0.20
231-068	2315	140,500	24,300	164,800	2012	1	NEWBURY ST	0.15
240-271	126414	1,417,200	223,400	1,640,600	2012	67	MINOT AV	2.36
240-272				Exempt	2012	1	MINOT AV	1.20
240-273	4511	359,400	377,100	736,500	2012	256	COURT ST	0.59
240-274	1007	53,400	25,900	79,300	2012	37	SOUTH GOFF ST	0.21
240-275	4504	57,000	26,000	83,000	2012	33	SOUTH GOFF ST	0.24
240-276	1048	69,500	25,900	95,400	2012	27	SOUTH GOFF ST	0.17
240-277	1105	65,400	16,200	81,600	2012	21	SOUTH GOFF ST	0.10
240-278	2507	114,100	25,900	140,000	2012	17	SOUTH GOFF ST	0.20
240-280				Exempt	2012		SOUTH ST	0.21

Total:

32,046,400

54.67

City of Auburn
Downtown District - Original
TIF #10

Inputs	
FY02 Valuation	\$ 52,364,600
Yearly Escalator	.5 mils/FY13-32
Term	30 years

Exhibit D

Year	Projected Mill Rate	Development Area Valuation	Assessed Value	Projected Tax Revenue
FY03	0.02938	\$ 80,676,700	\$ 80,676,700	\$ -
FY04	0.02933	\$ 80,676,700	\$ 83,656,300	\$ 87,391.67
FY05	0.02938	\$ 80,676,700	\$ 85,602,700	\$ 144,725.88
FY06	0.03048	\$ 80,676,700	\$ 86,651,100	\$ 182,099.71
FY07	0.02435	\$ 52,411,400	\$ 77,642,700	\$ 614,382.16
FY08	0.01928	\$ 52,364,600	\$ 93,049,100	\$ 784,397.16
FY09	0.01841	\$ 52,364,600	\$ 90,541,100	\$ 702,829.37
FY10	0.01831	\$ 52,364,600	\$ 89,634,800	\$ 682,417.36
FY11	0.01930	\$ 52,364,600	\$ 89,970,300	\$ 725,790.01
FY12	0.01939	\$ 52,364,600	\$ 87,798,400	\$ 687,061.38
FY13	0.01959	\$ 52,364,600	\$ 87,192,500	\$ 682,278.56
FY14	0.02043	\$ 52,364,600	\$ 86,925,600	\$ 706,081.23
FY15	0.02093	\$ 52,364,600	\$ 90,925,600	\$ 807,081.73
FY16	0.02143	\$ 52,364,600	\$ 90,925,600	\$ 826,362.23
FY17	0.02193	\$ 52,364,600	\$ 90,925,600	\$ 845,642.73
FY18	0.02243	\$ 52,364,600	\$ 98,925,600	\$ 1,044,363.23
FY19	0.02293	\$ 52,364,600	\$ 99,925,600	\$ 1,090,573.73
FY20	0.02343	\$ 52,364,600	\$ 100,925,600	\$ 1,137,784.23
FY21	0.02393	\$ 52,364,600	\$ 101,925,600	\$ 1,185,994.73
FY22	0.02443	\$ 52,364,600	\$ 102,925,600	\$ 1,235,205.23
FY23	0.02493	\$ 52,364,600	\$ 102,925,600	\$ 1,260,485.73
FY24	0.02543	\$ 52,364,600	\$ 102,925,600	\$ 1,285,766.23
FY25	0.02593	\$ 52,364,600	\$ 102,925,600	\$ 1,311,046.73
FY26	0.02643	\$ 52,364,600	\$ 102,925,600	\$ 1,336,327.23
FY27	0.02693	\$ 52,364,600	\$ 102,925,600	\$ 1,361,607.73
FY28	0.02743	\$ 52,364,600	\$ 102,925,600	\$ 1,386,888.23
FY29	0.02793	\$ 52,364,600	\$ 102,925,600	\$ 1,412,168.73
FY30	0.02843	\$ 52,364,600	\$ 102,925,600	\$ 1,437,449.23
FY31	0.02893	\$ 52,364,600	\$ 102,925,600	\$ 1,462,729.73
FY32	0.02943	\$ 52,364,600	\$ 102,925,600	\$ 1,488,010.23
				\$ 23,303,847.43

Investment Assumptions

FY 15	\$ 4,000,000
FY 16	\$ -
FY 17	\$ -
FY 18	\$ 8,000,000
FY 19	\$ 1,000,000
FY 20	\$ 1,000,000
FY 21	\$ 1,000,000
FY 22	\$ 1,000,000
FY 23	
FY 24	
	\$ 16,000,000

City of Auburn
Downtown District - Amendment
TIF #10

Inputs	
FY13 Valuation Admendment	\$ 32,046,400
Yearly Escalator	.5 mils/FY13-32
Term	30 years

Exhibit D (1)

Year	Projected Mill Rate	Development Area Valuation	Assessed Value	Projected Tax Revenue
FY13	0.01959	\$ 32,046,400	\$ 32,046,400	\$ -
FY14	0.02043	\$ 32,046,400	\$ 32,046,400	\$ -
FY15	0.02093	\$ 32,046,400	\$ 32,046,400	\$ -
FY16	0.02143	\$ 32,046,400	\$ 42,046,400	\$ 214,300.00
FY17	0.02193	\$ 32,046,400	\$ 46,046,400	\$ 307,020.00
FY18	0.02243	\$ 32,046,400	\$ 47,046,400	\$ 336,450.00
FY19	0.02293	\$ 32,046,400	\$ 48,046,400	\$ 366,880.00
FY20	0.02343	\$ 32,046,400	\$ 49,046,400	\$ 398,310.00
FY21	0.02393	\$ 32,046,400	\$ 50,046,400	\$ 430,740.00
FY22	0.02443	\$ 32,046,400	\$ 51,046,400	\$ 464,170.00
FY23	0.02493	\$ 32,046,400	\$ 51,046,400	\$ 473,670.00
FY24	0.02543	\$ 32,046,400	\$ 51,046,400	\$ 483,170.00
FY25	0.02593	\$ 32,046,400	\$ 51,046,400	\$ 492,670.00
FY26	0.02643	\$ 32,046,400	\$ 51,046,400	\$ 502,170.00
FY27	0.02693	\$ 32,046,400	\$ 51,046,400	\$ 511,670.00
FY28	0.02743	\$ 32,046,400	\$ 51,046,400	\$ 521,170.00
FY29	0.02793	\$ 32,046,400	\$ 51,046,400	\$ 530,670.00
FY30	0.02843	\$ 32,046,400	\$ 51,046,400	\$ 540,170.00
FY31	0.02893	\$ 32,046,400	\$ 51,046,400	\$ 549,670.00
FY32	0.02943	\$ 32,046,400	\$ 51,046,400	\$ 559,170.00
				\$ 7,682,070.00

Investment Assumptions

FY 15	\$ -
FY 16	\$ 10,000,000
FY 17	\$ 4,000,000
FY 18	\$ 1,000,000
FY 19	\$ 1,000,000
FY 20	\$ 1,000,000
FY 21	\$ 1,000,000
FY 22	\$ 1,000,000
FY 23	
FY 24	
\$ 19,000,000	

City of Auburn
Downtown District
TIF #10

Inputs	
FY03 Valuation	\$ 52,364,600
FY13 Valuation Admendment	\$ 32,046,400
Yearly Escalator	.5 mils/FY13-32
Term	30 years

Exhibit D (2)

Year	Projected Mill Rate	Retail Development Area Valuation	Assessed Value	Projected Tax Revenue
FY03	0.02938	\$ 80,676,700		
FY04	0.02933	\$ 80,676,700	\$ 83,656,300	\$ 87,391.67
FY05	0.02938	\$ 80,676,700	\$ 85,602,700	\$ 144,725.88
FY06	0.03048	\$ 80,676,700	\$ 86,651,100	\$ 182,099.71
FY07	0.02435	\$ 52,411,400	\$ 77,642,700	\$ 614,382.16
FY08	0.01928	\$ 52,364,600	\$ 93,049,100	\$ 784,397.16
FY09	0.01841	\$ 52,364,600	\$ 90,541,100	\$ 702,829.37
FY10	0.01831	\$ 52,364,600	\$ 89,634,800	\$ 682,417.36
FY11	0.01930	\$ 52,364,600	\$ 89,970,300	\$ 725,790.01
FY12	0.01939	\$ 52,364,600	\$ 87,798,400	\$ 687,061.38
FY13	0.01959	\$ 52,364,600	\$ 87,192,500	\$ 682,278.56
FY14	0.02043	\$ 52,364,600	\$ 86,925,600	\$ 706,081.23
FY15	0.02093	\$ 84,411,000	\$ 122,972,000	\$ 807,081.73
FY16	0.02143	\$ 84,411,000	\$ 132,972,000	\$ 1,040,662.23
FY17	0.02193	\$ 84,411,000	\$ 136,972,000	\$ 1,152,662.73
FY18	0.02243	\$ 84,411,000	\$ 145,972,000	\$ 1,380,813.23
FY19	0.02293	\$ 84,411,000	\$ 147,972,000	\$ 1,457,453.73
FY20	0.02343	\$ 84,411,000	\$ 149,972,000	\$ 1,536,094.23
FY21	0.02393	\$ 84,411,000	\$ 151,972,000	\$ 1,616,734.73
FY22	0.02443	\$ 84,411,000	\$ 153,972,000	\$ 1,699,375.23
FY23	0.02493	\$ 84,411,000	\$ 153,972,000	\$ 1,734,155.73
FY24	0.02543	\$ 84,411,000	\$ 153,972,000	\$ 1,768,936.23
FY25	0.02593	\$ 84,411,000	\$ 153,972,000	\$ 1,803,716.73
FY26	0.02643	\$ 84,411,000	\$ 153,972,000	\$ 1,838,497.23
FY27	0.02693	\$ 84,411,000	\$ 153,972,000	\$ 1,873,277.73
FY28	0.02743	\$ 84,411,000	\$ 153,972,000	\$ 1,908,058.23
FY29	0.02793	\$ 84,411,000	\$ 153,972,000	\$ 1,942,838.73
FY30	0.02843	\$ 84,411,000	\$ 153,972,000	\$ 1,977,619.23
FY31	0.02893	\$ 84,411,000	\$ 153,972,000	\$ 2,012,399.73
FY32	0.02943	\$ 84,411,000	\$ 153,972,000	\$ 2,047,180.23
				\$ 30,985,917.43

Downtown Tax Increment Financing District #10
Amended Exhibit E
Tax Shift Projections

Year	Avoided Loss in State Allocation For Education	Avoided Loss in Revenue Sharing	Avoided Increase In County Tax	Total Tax Shifts
FY2012	\$ 313,451.10	\$ 44,130.00	\$ 8,647.00	\$ 366,228.10
FY2013	\$ 313,451.10	\$ 44,130.00	\$ 8,647.00	\$ 366,228.10
FY2014	\$ 313,451.10	\$ 44,130.00	\$ 8,647.00	\$ 366,228.10
FY2015	\$ 313,451.10	\$ 44,130.00	\$ 8,647.00	\$ 366,228.10
FY2016	\$ 313,451.10	\$ 44,130.00	\$ 8,647.00	\$ 366,228.10
FY2017	\$ 313,451.10	\$ 44,130.00	\$ 8,647.00	\$ 366,228.10
FY2018	\$ 313,451.10	\$ 44,130.00	\$ 8,647.00	\$ 366,228.10
FY2019	\$ 313,451.10	\$ 44,130.00	\$ 8,647.00	\$ 366,228.10
FY2020	\$ 313,451.10	\$ 44,130.00	\$ 8,647.00	\$ 366,228.10
FY2021	\$ 313,451.10	\$ 44,130.00	\$ 8,647.00	\$ 366,228.10
FY2022	\$ 313,451.10	\$ 44,130.00	\$ 8,647.00	\$ 366,228.10
FY2023	\$ 313,451.10	\$ 44,130.00	\$ 8,647.00	\$ 366,228.10
FY2024	\$ 313,451.10	\$ 44,130.00	\$ 8,647.00	\$ 366,228.10
FY2025	\$ 313,451.10	\$ 44,130.00	\$ 8,647.00	\$ 366,228.10
FY2026	\$ 313,451.10	\$ 44,130.00	\$ 8,647.00	\$ 366,228.10
FY2027	\$ 313,451.10	\$ 44,130.00	\$ 8,647.00	\$ 366,228.10
FY2028	\$ 313,451.10	\$ 44,130.00	\$ 8,647.00	\$ 366,228.10
FY2029	\$ 313,451.10	\$ 44,130.00	\$ 8,647.00	\$ 366,228.10
FY2030	\$ 313,451.10	\$ 44,130.00	\$ 8,647.00	\$ 366,228.10
FY2031	\$ 313,451.10	\$ 44,130.00	\$ 8,647.00	\$ 366,228.10
FY2032	\$ 313,451.10	\$ 44,130.00	\$ 8,647.00	\$ 366,228.10

EXHIBIT F

CITY OF AUBURN

PUBLIC NOTICE

CITY OF AUBURN

PUBLIC NOTICE

Notice is hereby given that the City of Auburn, Maine, will hold a public hearing on December 2, 2013 at 7PM or as soon as possible thereafter at the City Council Chambers in the Auburn Hall building for purposes of receiving public comments on the designation of its proposed Downtown Tax Increment Financing District #10 and the adoption of an amendment for said Municipal Development and Tax Increment Finance District, pursuant to the provisions of Chapter 207 of Title 30-A of the Maine Revised Statutes, as amended.

The proposed Amendment to the Municipal Development and Tax Increment Financing District consists of certain property, approximately 55 acres, located north and west along the original District.

A copy of the amended proposed development program for the district is on file with the City Clerk and may be reviewed at the offices of the city clerk during normal business hours. All interested parties are invited to attend the public hearing and will be given an opportunity to be heard at that time.

Please publish: _____

Exhibit B

Project Costs

New Auburn Downtown

1) Develop riverfront park between Broad Street/Main Street bridges.	\$750,000
2) Acquire properties for Androscoggin River bridge relocation.	\$300,000
3) Construct and reconstruct Barker Mill pedestrian trail.	\$150,000
4) Road reconstruction, underground lighting, retaining walls, on street parking, Round-a-bouts, crosswalks and decorative street lighting (LED).	\$3,000,000
5) Public parking garage.	\$5,000,000
6) Signage and public art.	\$50,000
7) Construct pedestrian bridge (s) across Little Androscoggin River (potential locations include: Barker Mill dam & riverfront park).	\$600,000
8) Construct white water rafting course at the foot of Barker Mill dam.	\$200,000
9) Redevelopment of St. Louis church.	<u>\$750,000</u>
Total for New Auburn Downtown	\$10,800,000

Newbury Street & Laurel Avenue

1) Acquire land between Newberry Street and the riverfront.	\$1,000,000
2) Extend Riverwalk (Newbury St.) from Bonney Park to Main St.	\$1,000,000
3) Commemorate Native American fortress	<u>\$5,000</u>
Total for Newbury St & Laurel Avenue	\$2,005,000

Old Auburn downtown

1) Construct transportation center (public transportation)	\$500,000
2) Redevelop Moulton Park.	\$250,000
3) Close Academy Street/Main Street intersection.	\$150,000
4) Relocate traffic signal from Academy St. to Elm St.	\$150,000
5) Acquire Main Street properties pursuant to ADAPT plan.	\$1,000,000
6) Develop additional public parking West of Mechanics Row.	\$700,000
7) Redevelop Edward Little Park.	\$500,000
8) Develop bicycle and pedestrian crossing over railroad.	\$50,000
9) Underground utilities, decorative lighting, public art and fencing.	\$250,000
10) Downtown parking garage.	\$5,000,000
11) Replace 72 inch storm drain under Great Falls.	\$1,000,000
12) Construct public seating area around Civil War monument.	\$35,000

13) Improvements to West Pitch Park.	\$75,000
14) Acquire properties along the East side of Minot Avenue.	<u>\$250,000</u>
Total for Old Downtown Development	\$9,910,000

Uptown Auburn (S. Goff St. extended)

1) Extend S. Goff Street to Elm Street intersection.	\$2,000,000
2) Underground utilities.	\$1,200,000
3) Acquire land for parking.	\$900,000
4) Reconnect pedestrian access trail to Edward Little High School.	<u>\$40,000</u>
Total for Uptown Auburn	\$4,140,000

Transit Services

- ▲ (1) Transit service capital costs, including but not limited to: transit vehicles such as buses, ferries, vans, rail conveyances and related equipment; bus shelters and other transit-related structures; and benches, signs and other transit-related infrastructure. ▲
- ▲ (2) In the case of transit-oriented development districts, ongoing costs of adding to an existing transit system or creating a new transit service and limited strictly to transit operator salaries, transit vehicle fuel and transit vehicle parts replacements. ▲

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City Council Agenda Information Sheet

City of Auburn

Council Meeting Date: December 2, 2013

Order 108-12022013

Author: Roland Miller

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

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

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

Subject: Amendment to TIF district #14

Information: The removal of 8.53 acres of land (which is the project site of the arena) from TIF district #14 allows for the stipulation of specific terms for a development project. The amendment proposal before you makes adjustment to the original TIF #14 development program and financial plan based upon the removal of this land. All other terms of the Development Program remain in effect.

Financial: none

Action Requested at this Meeting: approval

Previous Meetings and History: Council workshop November 18, 2013

Attachments:

Order 108-12022013 approving the amendment

Auburn Mall Revitalization TIF #14 (Amendment #2) & Development Program

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

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



Jonathan LaBonte, Mayor

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

IN CITY COUNCIL

ORDER 108-12022013

WHEREAS, the City of Auburn, Maine ("City") is considering whether to amend the Auburn Mall Revitalization and Tax Increment Financing District #14 Development Program and adopt the proposed amendments presented to the City Council, designation and adoption to be pursuant to the following terms and provisions; and

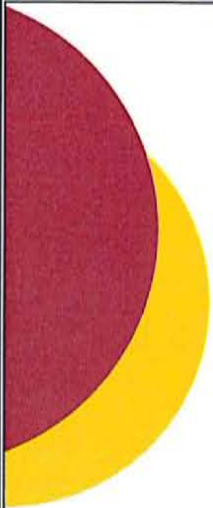
WHEREAS, the City is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, to remove a specified parcel of land from the previously approved (October 30, 2006) Tax Increment Finance District #14 - Auburn Mall Revitalization in Mall area as amended (July 20, 2009); and

WHEREAS, on December 2, 2013 the City will hold a public hearing on the question of amending the previously approved district in accordance with the requirements of 30-A M.R.S.A. 5253, upon at least ten (10) days prior notice published in a newspaper of general circulation within the City; and

WHEREAS, it is expected that approval will be sought and obtained from the Maine Department of Economic and Community Development approving the amendment of the district;

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

Tax Increment Finance District #14 - Auburn Mall revitalization be amended to remove tax parcel 290-010-001 from the district and the baseline valuation be adjusted to recognize that removal and the City Manager be authorized to submit this amendment to the Maine Department of Economic and Community Development.



CITY OF AUBURN, MAINE

AUBURN MALL REVITALIZATION MUNICIPAL TAX INCREMENT FINANCING DISTRICT #14 DEVELOPMENT PROGRAM

AMENDMENT #2

DECEMBER 2, 2013

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Exhibit A	TIF #14 District Map
Exhibit B	Public District Improvements
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ARTICLE 1: DEVELOPMENT PROGRAM NARRATIVE

Section 1.01. Introduction

a. General Description of the District.

The City of Auburn desires to attract and retain quality jobs and commercial development, to create and maintain a healthy tax base, to improve the economy of the City and the State of Maine and to provide for construction of new public infrastructure and improvements to facilitate economic development. In order to fulfill these goals, the following property is being designated as the Auburn Mall Revitalization Tax Increment Financing District #14: An area consisting of approximately 38.91 acres, comprising a portion of the City as shown on Exhibit A attached hereto and incorporated herein by reference (the "District").

The Development Program described herein was proposed for the purpose of administering the District as a Municipal Development and Tax Increment Financing District pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended (the "Development Program"). Upon resolution of the Auburn City Council designation of the District and adoption of the Development Program was accomplished on October 30, 2006, the designation of the District and the adoption of the Development Program became final with the approval by the Maine Department of Economic and Community Development ("DECD") on February 27, 2007. Amendment #1 was approved by the Maine Department of Economic and Community Development ("DECD") on August 18, 2011.

The purpose of the District is (a) to assist the property Developer and the developer with the development of these parcels into retailing and service centers; (b) to finance costs associated with certain public improvements, within the District consisting of infrastructure improvements, including, but not limited to, roadways, access roadways, water, sewer, storm drains, road junctions and landscaping (the "Public District Improvements"); and (c) to finance costs associated with certain economic development and infrastructure improvements within the City (the "Public Improvements") as hereinafter identified.

b. The Project – Retail Development.

The City of Auburn needs to expand its tax base by attracting additional economic development to the City. The District impacts economic development in several ways. First, reestablishment of a regional retail complex in the District will be the catalyst for major commercial development on land within the immediate area and in other areas of the City. New development projects in the District will also require certain improvements through and expansion of public infrastructure. Second, the District provides a source of funds to finance new economic development programs with respect to the City's desire to become a regional shopping destination.

The City recognizes that the Auburn Mall has significant challenges to overcome in its redevelopment due to environmental constraints and building obsolescence. In order to assist the Developer in overcoming the extraordinary development cost and to realize the opportunity presently available, the City of Auburn proposes to enter into a credit enhancement tax increment financing agreement that will allow for the recapture of a portion of these costs over time (the "Project"). It is also contemplated that within the District certain public improvements, which are described in sections 1.01 and 1.04, will be needed and if the City will capture a portion of its share of the new revenue to pay for these improvements.

The extension (or addition) of the public improvements and modifications to existing facilities will allow substantial commercial development to occur within the District and enhance the ability to develop and market additional commercial property in close proximity to the District.

Completion of any portion of this project that is to be funded through municipal bonded indebtedness will be initiated within five years of the designation by DECD and completed within the term of this agreement based on need. The Project is currently expected to allow for major expansion of commercial

development within the District.

For the purposes of this Development Program and for purposes of calculating captured assessed value, costs associated with the construction of the project after April 1, 2005 shall be deemed to be in the District on April 1st of each subsequent year.

The tax increment revenues, from new real estate investment, as identified in the Development Program, will be used by the Developer to pay a portion of the capital costs of the Project, to repay to the Developer certain infrastructure costs incurred by the Developer, to repay to the City certain infrastructure costs incurred by the City, to assist in paying debt service on monies borrowed by the Developer and/or the City to finance the cost of the Project, to pay for a study to identify opportunities and the costs of administration of the district. The costs so financed will represent only a small portion of the Developers Project costs. All additional costs will be the sole responsibility of the Developer. (See Section 1.05 "Uses of Private Property" and Section 2.03 "indebtedness" herein) During the term of the development program, the Developer will capture forty-seven percent (47%) of the increase in real estate assessed value in the District for thirty (30) years or, after at least \$5,000,000 increase in assessed real estate value is realized in TIF District #14, up to an upset limit of \$4.230 million, whichever comes first. The City will capture 75% of the remaining new tax revenue (53% of all new tax revenue) to an upset limit of \$7 million thereafter releasing all remaining new revenues to the General Fund. All in accordance with the terms of Auburn Mall Development Agreement as attached hereto as Exhibit J.

c. Public Improvements

In addition to the Developer's Project in the District, the City will use a portion of the remaining captured tax increment revenues from the District to finance some or all of the costs of the following types of projects (being the Public Improvements and Public District Improvements). 1) to fund infrastructure improvements, and other Project Costs, all as permitted under 30-A MRSA Subsection 5225(1)(A)(hereinafter collectively called the "Project Costs", see Exhibit B & C). These improvements within and abutting the District, include but are not limited to, roadways, access roads, intersections, sidewalks, bike routes, street lights, traffic signals, sewer, water, storm drains and landscaping; 2) to develop new employment opportunities in the City and to pay other Project Costs as described in 30-A MRSA Subsection 5225(1)(B); 3) to provide for costs reasonably related to the construction, alteration or expansion of facilities not located within the District that are required due to improvements or activities within the District as described in 30-A MRSA Subsection 5225(1)(C)(D), including but not limited to road water, sewer, storm water and environmental protection improvements (hereinafter called the Public District Improvements); 4) the fund the City's economic development programs including, but not limited to, implementation of the Auburn Mall Revitalization Municipal Development and Tax Increment Finance District (TIF #14); to fund environmental improvement programs.

d. Finding of the City Council

The City Council finds that each of the specific projects described herein will either directly or indirectly provide or encourage new employment opportunities within the City, encourage and promote economic development that will broaden the City's tax base, and improve the general economy of the City.

The estimated costs of the projects that may be included as a part of the Development Program are identified in Exhibit B attached hereto. The specific public improvement projects to be financed with the City's portion of the tax increment financing revenues will be approved through subsequent City Council action pursuant to the City's Charter.

The project and all associated improvements financed under this Development Program other than the Public Improvements and other Project Costs will be located within the District, adjacent to the District or are impacted directly by activity within the District. The proposed District will encompass approximately 38.91 acres.

Section 1.02. Statement of Means and Objectives

a. Development District

The City desires to attract quality jobs and economic development into the community in order to create additional employment opportunities, to maintain a healthy tax base, to promote community well being, to provide for the City's revitalization, and to provide the facilities outlined in this Development Program. By providing for the reinvestment of the new or incremental tax revenues, the City will facilitate new private investment within the District, create additional infrastructure capacity through certain important public improvements, thereby providing new employment opportunities in the City, while improving and broadening the City's tax base and the economy of the City and the State of Maine.

The project site within the Development District has significant challenges to support redevelopment. It is the City's desire to realize the redevelopment of the District parcels and therefore the City wishes to induce the Developer to invest by entering into a long-term partnership whereby the City, through a credit enhancement tax increment finance program, will assist the Developer in recovering a portion of his financed costs to make these project sites competitive.

b. Benefits of the District

The following benefits will accrue to the general public by causing development to occur within the District.

1. New development will cause and increase in real estate assessed valuation. This means new tax dollars for the City.
2. New infrastructure will be constructed that will provide better access to the development site and the Mall area.
3. New development within the District will ensure the continued viability of the City of Auburn's retail commercial area. The projects within this area will continue to be major contributors to the economy of the City of Auburn.
4. Other substantial new development is likely to occur as a result of the infrastructure improvements and development of the District.

In summary, realizing the objective of attractive new investment to the District will provide resources to finance the costs of the Public District Improvements and other Projects costs. This will create new employment opportunities, promote economic development and expand the tax base of the City for the benefit of the citizens of Auburn.

Section 1.03 Brief Discussion of Financial Plan

The financial plan for the District is set forth in greater detail in Article II below. The following is a brief summary of the plan.

The total anticipated new investment in the District will result in up to \$25,000,000 of new real estate assessed value. Construction of the Project has already started and following City Council action and DECD approval, anticipated completion of the project is expected to occur by 2026. As part of the development program, the Developer will capture forty-seven percent (47%) of the tax revenues from increased in assessed value (real estate only) in the District for thirty (30) years up to \$4.230 million, whichever comes first. The City will capture 75% of the remaining new tax revenue (53% of all new tax revenue) to an upset limit of \$7 million thereafter realizing all new revenues to the General Fund. All in accordance with the terms of Auburn Mall Development Agreement as attached hereto as **Exhibit J**. The revenues allocated to the Developer will be to reimburse over time for costs of specific project site improvements, debt service payments relating to financing the project or as direct payment toward a portion of the cost of the project. The residual new tax increment revenue retained by the City will be used to finance public improvements in the area. The remaining tax revenue will go the General Fund.

Section 1.04. Description of Project Costs and Public Facilities to be constructed

The Project costs are defined in section 1.01 (C) above the itemized in **Exhibit B**.

The City intends to provide improvements to the public infrastructure in the vicinity of the project sites (Public District Improvements). These may include but not be limited to public sewer, water, storm water

management, and transportation system (vehicle, pedestrian and bicycle) capacities and landscaping. The public improvements will be completed to assist the City in efforts to increase employment and economic development in general. Public District Improvements are itemized in **Exhibit C**.

Section 1.05. Uses of Private Property

The Project involves the rehabilitation of the Auburn Mall and Androscoggin Plaza, business recruitment of new mall tenants, and the recruitment of new restaurants and new opportunities on property included in the District.

The proposed use of the project site (the District) is in keeping with current zoning requirements in that intensive retail commercial development is permitted within the zone.

Section 1.06. Relocation of Displaced Persons

Not Applicable.

Section 1.07. Proposed Regulations and Facilities to Improve Transportation

The development, as it is currently proposed, will require the City to construct various public infrastructure improvements to serve the District and to promote further economic development.

Section 1.08. Environmental Controls

The redevelopment, development, and improvement project will comply with all requirements of the City's ordinances, including its Zoning Ordinance. With the exception of any building, site plan, traffic and other construction permits to be applied for, no further zoning permits, licenses or other local approvals are anticipated to be necessary in conjunction with the improvements.

The Developer will take all steps required by the Maine Department of Environmental Protection ("DEP") in order to ensure that the installation, construction and operation of the improvements comply with all state environmental rules and regulations. All air emission, wastes water discharge or other licenses required in conjunction with the Project either have been, or will be, applied for an obtained by the Developer as required by applicable law, rule and regulation.

Section 1.09. Plan of Operation upon Completion

The improvements, other than the public infrastructure modifications, in the District will at all times be owned by the Developer, his successors or assigns, who 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 Developer and/or his successors or assigns shall be solely responsible for implementation of the private development in the District. The stipulations regarding the division of responsibilities on the part of the Developer and the City are contained in the Auburn Mall Revitalization Development Agreement and attached as **Exhibit J**.

Section 1.10. Program Duration

The duration of the District will begin on the designation of the District by the Auburn City Council and the effective date of its approval by the Maine Department of Economic and Community Development and end in thirty (30) years thereafter or upon payment of all credit enhancement obligations Project Costs and Public District Improvement costs. The Developer's interest in the program will end in thirty years or when the total aggregate reimbursement received by the Developer reaches the upset limit as established under the Auburn Mall Revitalization Development Agreement. **Exhibit J**

ARTICLE II: FINANCIAL PLAN

Section 2.01. General Characteristics

The tax increment financing district will encompass approximately 38.91 acres of taxable property with a total value of land and buildings as of April 1, 2005, in the amount of approximately \$11,328,400.

This Development Program requires the establishment of a Development Program Fund consisting of Project Cost Account pledged to and charged with payment of Project Costs (payment to the Developer under the credit enhancement agreement) and the transfer of residual revenues to a Development Program Sinking Fund Account.

Section 2.02. Cost Estimated for Development Program

Estimated cost of the Developer's project under the Development Program is approximately \$4,230,000 dollars (as amended). Estimate cost for the City under Development Project is \$3,375,500.

Section 2.03. Indebtedness

None of the municipal public improvement costs will be directly financed under this agreement. The City's retained earnings from the tax increment revenues will be transferred to the Auburn Mall Revitalization Municipal Development and Tax Increment Financing District Development Plan (TIF #14) sinking fund to fund public improvements including but not limited to transportation system improvements. If the Developer incurs indebtedness with respect to the project, the fund in the Developers Project Cost Account of the Development Program Fund established hereunder consisting of the Developers allocable share of tax increment revenues on the captured assessed values of the District and any earnings thereon, may be applied to such indebtedness.

Section 2.04. Sources of Anticipated Revenues

The source of anticipated revenues generated by the District and to be used to pay the Company under the Credit Enhancement Agreement are: 1) municipal tax increment revenues on captured assessed value for the real estate within the District, which will be deposited as received into the Developers Project Cost Account of the District's Development Program Fund, and 2) earnings on such amounts. The Developer will be responsible for making all arrangements for payments with respect to all additional monies needed to fund the Project. See summary of financial information in **Exhibit D**.

Separate sub accounts in the Project Costs Account shall be established for the Project (credit enhancement agreement) and funds to be transferred to the Auburn Mall Revitalization Municipal Development and Tax Increment Financing District Development Plan (TIF #14). Upon receipt of each payment of property tax from the Developer, the City shall, within 15 days: 1) deposit that portion of each property tax payment allocated to the Project to the Project Cost Account; and 2) deposit that portion of each payment of property tax allocated for public improvements into the Project Cost Account established under the Auburn Mall Revitalization Municipal Development and Tax Increment Finance District Development Plan (TIF #14). The municipal tax increment revenues to be paid to the Developer under the Credit Enhancement Agreement for 30 years (or until the Developer reaches the upset limit for reimbursement) are reflected in Table No. 1 below.

TABLE NO. 1

Year	Estimated CAV	Projected Credit
FY07	\$ 5,753,400	\$ 56,038.12
FY08	\$ 8,273,500	\$ 63,805.23
FY09	\$ 12,273,500	\$ 90,382.05
FY10	\$ 22,273,500	\$ 163,131.11

FY11	\$	22,273,500	\$	202,042.92
FY12	\$	27,273,500	\$	248,551.59
FY13	\$	27,273,500	\$	251,115.30
FY14	\$	27,096,000	\$	260,178.50
FY15	\$	29,096,000	\$	286,220.26
FY16	\$	29,096,000	\$	293,057.82
FY17	\$	29,096,000	\$	299,895.38
FY18	\$	29,096,000	\$	306,732.94
FY19	\$	29,096,000	\$	313,570.50
FY20	\$	29,096,000	\$	320,408.06
FY21	\$	29,096,000	\$	278,506.91
FY22	\$	29,096,000	\$	-
FY23	\$	29,096,000	\$	-
FY24	\$	29,096,000	\$	-
FY25	\$	29,096,000	\$	-
FY26	\$	29,096,000	\$	-
			\$	3,433,636.70

Note: An increase after FY2014 of 0.0005 for each subsequent year is assumed.

Section 2.05. Financial and Statistical Data

A summary of statistical information relating to the District's satisfaction of certain conditions imposed under Chapter 207 of Title 30-A of the Maine Revised Statutes, as amended, as a prerequisite to designation of the District, is set forth in **Exhibit E**. Additional information is set forth below.

a.	Total value of equalized taxable property of the City as of April 1, 2005	\$1,342,992,900
b.	Total assessed value of the District as of April 1, 2005	\$11,328,400
c.	Total value of equalized taxable property as of April 1 preceding the date of designation of all other Tax Increment Financing Districts within the City	\$11,237,200
d.	Percentage of total assessed value of the City represented by total assessed value of the District and other Districts (the sum of lines b and c divided by line a)	1.68%
e.	Aggregate original principal amount of municipal general obligation indebtedness financed by the proceeds from Tax Increment Financing Districts within Androscoggin County, does not exceed \$50,000,000	
f.	Total acreage in the City of Auburn	41,430 acres
g.	The acreage included in the existing Tax Increment Financing Districts in the City of Auburn	550 acres
h.	Total Acreage in the District #14 is	38.91 acres
i.	Total acreage in District #14 is 38.91 or 1.42% of the acreage in Auburn	1.42%
j.	Percentage of acreage in District #14 suitable for commercial development is	25%

Attached hereto as Exhibit F is a certification of original assessed value (real estate only) executed by the City Assessor of the City of Auburn in accordance with the requirements of 30-A MRSA §5254(2) certifying that the original assessed value of the District as of April 1, 2005 was

\$11,328,400.

Section 2.05. Estimated Impact of Financing upon Taxing Jurisdiction

In accordance with Maine statutes governing the establishment of tax increment financing districts, Exhibit G provides estimated tax shifts that will result during the term of the District from the establishment of the District, using formulas reviewed by the Department of Economic and Community Development.

Attached hereto as Exhibit G is the summary of the findings and the methodology utilized in calculating tax shifts.

Section 2.06. Duration of the Development Program

The duration of the District will begin on the designation of the District and the effective date of its approval by the Maine Department of Economic and Community Development and end on the earlier of thirty years thereafter or the total aggregate reimbursement received by the Developer reaches the upset limit as established under the Auburn Mall Development Agreement and the City's debt obligation are satisfied.

ARTICLE III. PHYSICAL DESCRIPTION

Section 3.01. Description of the District

The District consists of a parcel of land that totals 38.91 acres.

The District is delineated on **Exhibit A** hereto.

Section 3.02. Site location map

Set forth on **Exhibit A** is a tax map of the City reflecting the approximate location of the District within the City.

ARTICLE IV: MUNICIPAL APPROVALS

Section 4.01. Public Hearing

Attached hereto as Exhibit H is a copy of the Notice a Public Hearing held in accordance with the requirements of 30-A MRSA §5253. The Notice was published in the Lewiston Sun Journal, a newspaper of general circulation in Auburn on November 20, 2013 a day at least ten (10) days prior to the public hearing. A public hearing was held at the City Council meeting on December 2, 2013.

Section 4.02. Authorizing Votes

Attached as Exhibit I are copies of the votes by the City Council of the City of Auburn meeting thereof duly called and held on December 2, 2013 approving the designation of the District and adoption of this Development Program.

ARTICLE V: AGREEMENT REGARDING VALUATION ISSUES

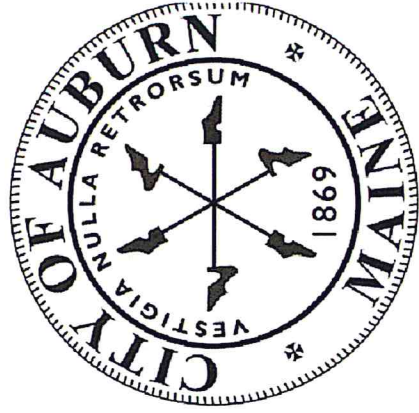
Section 5.01. Valuation Issues

There are certain assumptions regarding valuation and depreciation of assets, which underlie the analysis set forth in this Development Program. The City and the Developer both covenant and agree that the assumptions, analysis and result set forth in this Development Program shall in no way prejudice the rights

of either party or be used, in anyway, by either party in either presenting evidence or making argument in any dispute which may arise in connection with valuation of the property within the District.

In the event of a re-evaluation of property by the City occurring subsequent to the revaluation in the City's fiscal tax year 2007, during the term of the District, the City and the Developer agree that they will enter into good-faith negotiations to amend the Credit Enhancement Agreement so that the Company and the City receive the benefits contemplated by this Development Program.

TIF #14



City of Auburn

60 Court St
Auburn, ME 04210
207-333-6601
www.auburnmaine.gov

 TIF #14



The data used in these applications were 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

PUBLIC DISTRICT IMPROVEMENTS

\$	500,000	Access Road (Androscoggin Plaza)
\$	100,000	Dedication of Right Way
\$	110,000	New Mall Entrance
\$	300,000	Sewer Extension
\$	1,010,000	Sub-Total

Private Costs

\$	2,319,000	Mall Revitalization
\$	3,329,000	* Total

PROJECT COSTS -CITY

\$	700,000	Intersection/Road Relocation---Turner and Kings Way/Gracelawn Road
\$	400,000	Sewer main upgrade Turner Street
\$	300,000	Sidewalks, Landscaping and Decorative Lights from Auburn Mall to Gracelawn
\$	50,000	Intersection---Turner and Dennison Streets
\$	45,000	Synchronization & emergency Interrupt
\$	40,000	Joline Drive-- Center Street to Turner Street (20% cost share)
\$	1,535,000	Sub-Total
\$	370,000	Administrative Costs (\$20,000 x 15 years) & Quality Retail Marketing Study
\$	592,480	Interest on Bond(s)
\$	2,497,480	Total
\$	5,826,480	Grant Total

* Amended to \$4,230,000 on August 18, 2011

EXHIBIT C

IMPROVEMENTS THAT SERVE THE DISTRICT

\$	400,000	Improvements---Center Street/Martin Street/Fair Street
\$	250,000	Improvements---Park Avenue (20% cost share)
\$	200,000	Improvements---Turner and Union Streets
<u>\$</u>	<u>850,000</u>	Sub-Total

Private Costs

\$	328,084	Interest on Bond(s)
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<u>\$</u>	<u>1,178,084</u>	Grant Total
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City of Auburn
Auburn Mall Revitalization
TIF #14

Inputs	
FY05 Valuation	\$ 12,715,000
FY05 Valuation Admendment	\$ 11,328,400
Yearly Escalator	.5 mills/FY14-26
Term	30 years

Exhibit D

Year	Projected Mill Rate	Development Area Valuation	Assessed Value	Projected Tax Revenue	Credit Enhancement	Projected Credit	Residual Revenue (City)	Sheltered Value (City - 75%)	Debt Service	Annual Revenue
FY07	0.02435	\$ 12,715,000	\$ 18,468,400	\$ 140,095.29	40%	\$ 56,038.12	\$ 84,057.17	\$ 63,042.88	\$	\$ 63,042.88
FY08	0.01928	\$ 12,715,000	\$ 20,988,500	\$ 159,513.08	40%	\$ 63,805.23	\$ 95,707.85	\$ 71,780.89	\$	\$ 71,780.89
FY09	0.01841	\$ 12,715,000	\$ 24,988,500	\$ 225,955.14	40%	\$ 90,382.05	\$ 135,573.08	\$ 101,679.81	\$	\$ 101,679.81
FY10	0.01831	\$ 12,715,000	\$ 34,988,500	\$ 407,827.79	40%	\$ 163,131.11	\$ 244,696.67	\$ 183,522.50	\$	\$ 183,522.50
FY11	0.01930	\$ 12,715,000	\$ 34,988,500	\$ 429,878.55	47%	\$ 202,042.92	\$ 227,835.63	\$ 170,876.72	\$ 110,185.43	\$ 60,691.29
FY12	0.01939	\$ 12,715,000	\$ 39,988,500	\$ 528,833.17	47%	\$ 248,551.59	\$ 280,281.58	\$ 210,211.18	\$ 220,370.86	\$ (10,159.68)
FY13	0.01959	\$ 12,715,000	\$ 39,988,500	\$ 534,287.87	47%	\$ 251,115.30	\$ 283,172.57	\$ 212,379.43	\$ 220,370.86	\$ (7,991.43)
FY14	0.02043	\$ 11,328,400	\$ 38,424,400	\$ 553,571.28	47%	\$ 260,178.50	\$ 293,392.78	\$ 220,044.58	\$ 220,370.86	\$ (326.28)
FY15	0.02093	\$ 11,328,400	\$ 40,424,400	\$ 608,979.28	47%	\$ 286,220.26	\$ 322,759.02	\$ 242,069.26	\$ 220,370.86	\$ 21,698.40
FY16	0.02143	\$ 11,328,400	\$ 40,424,400	\$ 623,527.28	47%	\$ 293,057.82	\$ 330,469.46	\$ 247,852.09	\$ 220,370.86	\$ 27,481.23
FY17	0.02193	\$ 11,328,400	\$ 40,424,400	\$ 638,075.28	47%	\$ 299,895.38	\$ 338,179.90	\$ 253,634.92	\$ 220,370.86	\$ 33,264.06
FY18	0.02243	\$ 11,328,400	\$ 40,424,400	\$ 652,623.28	47%	\$ 306,732.94	\$ 345,890.34	\$ 259,417.75	\$ 220,370.86	\$ 39,046.89
FY19	0.02293	\$ 11,328,400	\$ 40,424,400	\$ 667,171.28	47%	\$ 313,570.50	\$ 353,600.78	\$ 265,200.58	\$ 220,370.86	\$ 44,829.72
FY20	0.02343	\$ 11,328,400	\$ 40,424,400	\$ 681,719.28	47%	\$ 320,408.06	\$ 361,311.22	\$ 270,983.41	\$ 220,370.86	\$ 50,612.55
FY21	0.02393	\$ 11,328,400	\$ 40,424,400	\$ 696,267.28	47%	\$ 278,506.91	\$ 417,760.37	\$ 313,320.28	\$ 220,370.86	\$ 92,949.42
FY22	0.02443	\$ 11,328,400	\$ 40,424,400	\$ 710,815.28			\$ 710,815.28	\$ 533,111.46	\$ 220,370.86	\$ 312,740.60
FY23	0.02493	\$ 11,328,400	\$ 40,424,400	\$ 725,363.28			\$ 725,363.28	\$ 544,022.46	\$ 220,370.86	\$ 323,651.60
FY24	0.02543	\$ 11,328,400	\$ 40,424,400	\$ 739,911.28			\$ 739,911.28	\$ 554,933.46	\$ 220,370.86	\$ 334,562.60
FY25	0.02593	\$ 11,328,400	\$ 40,424,400	\$ 754,459.28			\$ 754,459.28	\$ 565,844.46	\$ 220,370.86	\$ 345,473.60
FY26	0.02643	\$ 11,328,400	\$ 40,424,400	\$ 769,007.28			\$ 769,007.28	\$ 576,755.46	\$ 110,185.43	\$ 466,570.03
				\$ 9,355,778.51		\$ 3,433,636.70	\$ 7,814,244.81	\$ 5,860,683.61	\$ 3,305,562.90	\$ 2,555,120.71

Assumptions

Credit enhancement captured first
City's portion 75% capture
No City debt until FY11

Investment Assumptions

FY 07	\$ 3,206,800
FY 08	\$ 1,000,000
FY 09	\$ 4,000,000
FY 10	\$ 10,000,000
FY 11	-
FY 12	\$ 5,000,000
FY 13	-
FY 14	-
FY 15	\$ 2,000,000
	\$ 25,206,800

EXHIBIT E

Summary of Statistical Information

1. Total acreage of Municipality	41,430 Acres
2. Total acreage of proposed Municipal Tax Increment Finance District	38.91 Acres
3. Percentage of Total Acreage in TIF District #14	0.093
4. Total Acreage in All of Auburn's TIF Districts	550
5. Percentage of Total Acreage in all TIF Districts Including Proposed	1.42%
6. Total Acreage of All Real Property in the Proposed Tax Increment Finance District is:	
(a) Blighted	0 Acres
Percentage	0%
(b) In need of rehabilitation or conversion	0 Acres
Percentage	0%
(c) Suitable for commercial sites	38.91 Acres
Percentage	100%

The percentage must be equal to or exceed 25%.

AUBURN MALL AREAN REVITALIZATION MUNICIPAL DEVELOPMENT AND TAX
INCREMENT FINANCING DISTRICT #14
DEVELOPMENT PROGRAM

AMENDED EXHIBIT F

CERTIFICATE OF CITY ASSESSOR
CITY OF AUBURN, MAINE

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 and 123-d P.S. LD1892 that the original assessed real estate value of Auburn's Mall Area Revitalization Municipal Development and Tax Increment Financing District #14, as described in the development program was \$12,715,000 as of March 31, 2005 (April 1, 2006), the tax year preceding the year in which the Auburn Mall Revitalization was designated.

The Auburn Mall Area Revitalization Municipal Development and Tax Increment Financing District #14 has been amended, deleting two taxable real properties with an original assessed value of \$745,300 for parcel 290-010-001, and \$641,300 for 290-008 as of March 31, 2005 (April 1, 2006) resulting in a total OAV of \$1,386,600.

A new list of all parcels in the district by Auburn Tax Map number is attached, which shows each individual parcel's value as of March 31, 2005 (April 1, 2006).

Taxable Real Property Deleted:

Map/Lot	Acres	Total OAV as of March 31, 2005 (April 1, 2006)
290-010-001	4	\$745,300
290-008	4.53	\$641,300

IN WITNESS HEREOF, this certificate has been executed this 8th day of November, 2013.

CITY OF AUBURN, MAINE
CITY ASSESSOR:



Print Name: Renee Lachapelle

EXHIBIT F2 - TIF #14 Amendment

ID#	Street Address	Acreage	Company	4/1/2005 Value
280-002-000-001	670 Turner St	0.48	Androscoggin Bank	\$ 273,600
280-002-000-002	670 Turner St	0.48	Maguire, James	\$ 257,900
280-002-000-003	670 Turner St	0.48	Highrise Properties Inc	\$ 315,900
280-010	550 Center St	33.86	Auburn Plaza	\$ 10,000,000
280-012	707 Turner St	1.23	Auburn Plaza	\$ 116,400
280-011	723 Turner st	2.38	Auburn Plaza	\$ 364,600
		<hr/> 38.91		<hr/> \$ 11,328,400

EXHIBIT H
CITY OF AUBURN
PUBLIC NOTICE

CITY OF AUBURN
PUBLIC NOTICE

Notice is hereby given that the City of Auburn, Maine, will hold a public hearing on December 2, 2013 at 7PM or as soon as possible thereafter at the City Council Chambers in the Auburn Hall building for purposes of receiving public comments on the designation of its amended Auburn Mall Revitalization Municipal Tax Increment Financing District #14, pursuant to the provisions of Chapter 207 of Title 30-A of the Maine Revised Statutes, as amended.

The proposed Amendment to the Municipal Development and Tax Increment Financing District consists of certain property, approximately 38.91 acres, located within the original District.

A copy of the amended proposed development program for the district is on file with the City Clerk and may be reviewed at the offices of the city clerk during normal business hours. All interested parties are invited to attend the public hearing and will be given an opportunity to be heard at that time.

Please publish: _____

EXHIBIT J
Auburn Mall Revitalization
Development Agreement

This Development Agreement is made and entered into this 30 day of October, 2006, by and between the **City of Auburn**, a municipal body, corporate and politic and political subdivision of the State of Maine, having a mailing address of Auburn Hall, 60 Court Street, Auburn, Maine 04210 (hereinafter called the "City") and **Auburn Plaza, Inc., George Schott and Nobility LLC**, Maine Corporations having a mailing address of 839 Main Street, Lewiston, Maine 04240 (hereinafter called the "Developer").

Witnesseth:

WHEREAS, the City has adopted a master plan for the development of the Mall area; and

WHEREAS, the City has adopted a comprehensive land use plan which designates the Mall area for concentrated commercial development; and

WHEREAS, the City is desirous of attracting new investment in the form of commercial projects and solidifying its position as a regional service center for retailing opportunities; and

WHEREAS, the Developer has acquired six strategically located parcels of land for the purpose of accommodating mixed-use commercial development projects; and

WHEREAS, the parcels have significant challenges to overcome in their development and/or redevelopment due to environmental constraints, topographic issues and building obsolescence; and

WHEREAS, the City and the Developer have agreed to enter into a cooperative effort to bring the project to fruition; and

WHEREAS, the City and the Developer are desirous of setting forth the business terms and responsibility of the respective parties in implementing these projects.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed as follows:

1. Scope of Projects

The projects are proposed to be located on six parcels of land. The site occupied by the Auburn Mall (hereinafter called "Parcel 1"); a currently built out parcel of land located at the southwest corner of the intersection of Mount Auburn Avenue and Turner Street known as Androscoggin Plaza (hereinafter called "Parcel 2"); Two vacant parcels northeast of the intersection of Turner Street in Kings Way (hereinafter called "Parcel 3") and two vacant parcels of land northeast of the intersection of Mount Auburn Avenue and Turner Street (hereinafter called "Parcel 4"). Parcels 1, 2, 3, and 4 are hereinafter referred to as "TIF#14". Although the final scope of the development of all

parcels is still a work in progress the current proposal is to renovate and redevelop 300,000 square feet of leasable commercial space and site redevelopment on Parcel 1, develop up to 100,000 square feet of new leasable commercial space Parcel 3 and develop up to 30,000 square feet of new leasable commercial space on parcel 4. Additional development opportunities are currently being explored which could result in more than a \$10 million investment on Parcel 2, 3 or 4.

The development process includes producing the final engineered designs for both the site development and buildings, securing the necessary financing, obtaining environmental, traffic and construction activity permits and managing the development projects.

2. Off-site Infrastructure Impacts

As major commercial projects continue to be developed in the Auburn Mall area capacity of the transportation network is absorbed. Traffic study data from the original Wal-Mart development project, Home Depot, BJ's, the Super Wal-Mart, Kohl's and Mount Auburn Avenue Plaza and the Willow Run development have resulted in recommendations for significant additions of capacity and traffic control to the original Turner Street and Mount Auburn Avenue corridors. Construction of the overpass on Center Street has made it easier for travelers to access the Mall area and the resulting volumes of traffic have resulted in declining levels of service in the vicinity of the intersection of Mount Auburn Avenue and Turner Street. The redevelopment of the original Wal-Mart site and new development of Mount Auburn Avenue Plaza have brought the existing transportation network to a position of needing increased capacity. This eventuality was envisioned in the Mall area master plan and the City of Auburn created Tax Increment Financing Districts #9 and #13 to fund transportation and other improvements that would be needed to allow for the build-out of this commercial center.

In response to this need the City of Auburn City Council has approved a \$5 million general obligation bond to build new transportation capacity around the Mount Auburn Avenue and Turner Street intersection. New development contemplated under this agreement may result in the need for additional traffic system modifications. On October 30th, 2006, the Auburn City Council approved the development program for TIF#14 that reserved additional funding for transportation system modifications that may result from these new investments.

3. Development Program

In an effort to induce the Developer to incur the costs enumerated below, the object of which is to realize development projects on Parcels 1, 2, 3 and 4 which the City and the Developer estimate will result in new capital investments on the four parcels totaling approximately \$25 million of increased assessed valuation (real estate only) within the next five (5) years, the parties agree as follows:

The Developer agrees as follows:

A. Parcel 1. To cause the renovation and redevelopment of the building and site redevelopment to support up to \$8 million of new investment. Additionally, the reconstruction of the displaced entrance (caused by the traffic system improvements on

Turner Street) on Turner Street will cost of approximately \$110,000.

B. Parcel 2. To incur costs in connection with both on-site and off-site (construction of an access road) improvements needed for this parcel, at the cost of approximately \$500,000 including the following:

(i). Construct a roadway for access to Androscoggin Plaza and Willow Run at a cost of \$350,000.

(ii). Wetland mitigation at a cost of \$150,000.

(iii). Exercise the right of first refusal on any excess right-of-way adjacent to this parcel acquired by the city on a pro-rated basis. Credit against the purchase price will be given for developer right-of-way donation on this parcel.

C. Parcel 3. Extend the sewer line along Turner Street from Mount Auburn Plaza to Kingsway at a cost of \$300,000.

Lastly, the Developer agrees to dedicate sufficient land from Parcel 1,2,3,4 to ensure adequate right away for future transportation system expansions at cost of \$100,000. The developer agrees too participate in newly created off-site improvement apportionment program for transportation system modifications for new developments to be located on Parcels 3 and 4.

The City agrees, in recognition of the extraordinary cost of developing these parcels, as follows:

A. Set forward a comprehensive transportation improvement program for all rights-of-way and intersections impacted by Mall area development.

B. Incrementally fund improvements to transportation system to create additional capacity and provide for intensive development of the remaining parcels.

C. for a study to identify opportunities for regional quality retail recruitment.

D. Enter into a credit enhancement tax increment financing agreement with developers to assist in the recovery of public infrastructure expenditures and extraordinary redevelopment costs over time.

E. To fund the City's economic development programs including, but not limited to, implementation of the Auburn Mall Revitalization Municipal Development and Tax Increment Finance District (TIF #14); to fund environmental improvement programs.

F. Create an apportionment program to charge back developments that absorb capacities created by public investment.

4. Financing

A. Developer will fund all items under developers responsibility noted above.

B. City of Auburn will enter into a tax increment financing credit enhancement agreement with the Developer that will provide for a recovery of a portion of the costs noted above in Section 3. This will be done by providing a tax payment reimbursement based on the amount of new capital investment placed on the parcels of land that are within TIF #14 as determined by the City. Payment under the credit enhancement agreement shall be 40% of the tax revenues generated by development as soon as \$5,000,000 of new increased assessed value (new real estate value only over the baseline value) occurs in TIF#14. The term of this agreement is 20 years or up to a developer recovery threshold not to exceed \$3.329 million, whichever comes first.

5. Design Review Consultation

The Developer will review and consult with the City concerning the design of the projects.

6. Regulatory Compliance

The Developer will construct these projects in conformance with all federal, state and local regulatory requirements.

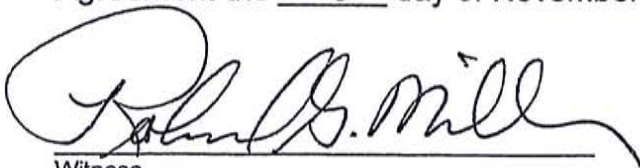
7. Public Disclosure

The Developer shall not make any public release of information regarding the matters contemplated herein except that a joint press release(s), in agreed form, shall be issued by the Developer and City. Developer acknowledges that the City will be issuing public statements concerning the Auburn Mall area development program including information pertaining to the projects.

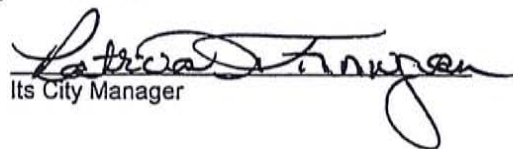
8. Confidential Information

Developer agrees to treat all information delivered by the City or furnished by the City or its consultants (collectively the "information") as confidential. The information will be used solely for the purposes of evaluating the project and will be kept confidential by the Developer and its officers, directors, employees, representatives, agents and advisers provided that (a) any such information may be disclosed to developers officers, directors, employees, representatives, agents, lenders, fires, brokers, consultants, and advisers who need to know such information for purposes of evaluating the project (b) any disclosure of such information may be made to which the City consents in writing and (c) such information may be disclosed if so required by law. If the development projects are not consummated the Developer will return to the City all material containing or reflecting the information. Provisions of this paragraph shall survive termination of this agreement.

IN WITNESS WHEREOF, the City and the Developer have executed this Development Agreement the 10 day of November, 2006.


Witness

City of Auburn

By: 
Its City Manager

Auburn Plaza Inc.

Gregory A. McKelvey
Witness

By: [Signature]
Its President

Date: 11-10-06

State of Maine
Androscoggin County

Before me personally appeared Patricia A. Finnigan, to me known, who swore that the above was her true fact and deed.

[Signature]
Notary Public

My commission expires: 9/11/07

Credit Enhancement Agreement
Between the
City of Auburn
and
Auburn Plaza, Inc., George Schott and Nobility LLC

This Credit Enhancement Agreement dated as of October 30, 2006 between the City of Auburn, Maine (the "City"), a municipal body corporate and politic and a political subdivision of the State, and Auburn Plaza, Inc., George Schott and Nobility LLC (the "Developer").

WITNESSETH THAT:

Whereas, the City designated the Retail Development Municipal Development and Tax Increment Financing District #14 (the "District") pursuant to Chapter 207 of Title 30-A of the Maine Revised Statutes by action of the Auburn City Council on October 30, 2006 (the "Vote"), and pursuant to the same Vote adopted a Development Program and Financial Plan for the District (the "Development Program"), attached hereto as Appendix A; and

Whereas, the City submitted the Development Program to the Maine Department of Economic and Community Development for the Department's review and approval of the District and a Development Program; and

Whereas, the Development Program contemplates the execution and delivery of this Agreement by the City and the Developer; and

Whereas, the execution and delivery of this agreement by the City has been authorized and approved pursuant to a resolution and vote of the City Council on October 30, 2006; and

Whereas, the Department approved the District and the Development Program on October 30, 2006; 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 1
Definitions

Section 1.1. Definitions

The terms defined in this Article 1 shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise:

"Act" means Chapter 207 of Title 30-A of the Maine Revised Statutes and regulations adopted hereunder, as amended from time to time.

"Administrative expense(s)" means the costs incurred by the City in administering the Development Program and this Agreement.

"Agreement" means this Credit Enhancement Agreement between the City and the Developer dated as of the date set forth above.

"City" means the City of Auburn, Maine.

"Commissioner" means the Commissioner of the Department.

"Department" means the Department of Economic and Community Development of the State.

"Developer" means Auburn Plaza, Inc., George Schott and Nobility LLC, Maine Corporations, their successors and assigns.

"Developer's Share" means the percentage of tax increment returned to the Developer over the term of the Development Program.

"Development Program" means the Auburn Mall Revitalization, Municipal Development Tax Increment Financing Development Program, which was approved by the Department on October 30, 2006.

"Development Program Fund" means the development program fund described in the Financial Plan section of the Development Program and established and maintained pursuant to Article III hereof.

"District" means the Auburn Mall Revitalization Development Municipal Development and Tax Increment Financing District #14 more particularly described in the Development Program and to be designated by the City pursuant to Chapter 207 of Title 30-A of the Maine Revised Statutes, as amended, by vote at the City Council meeting.

"Effective Date" means the date hereof.

"Financial Plan" means a financial plan described in the "Financial Plan" section of the Development Program.

"Original Assessed Value" means \$12,715,000.

"Project" means the construction of retailing and dining facilities together with related public and private improvements, all as described in the Development Program.

"Property" means all real property located within the District.

"Property Taxes" means any and all valorem property taxes assessed against the Property within the District by the City or on its behalf.

"Qualified Investments" means any and all securities, obligations or accounts in which municipalities may invest their funds pursuant to 30-A MRSA subsections 5706 and 5712, as amended from time to time.

"Regulations" means the regulations enacted by the Department pursuant to the Act.

"Retained Tax Increment Revenue" means 100 percent of the Tax Increment retained by the City pursuant to the Development Program in accordance with the provisions of Article II hereof and the Development Program.

"State" means the State of Maine.

"Tax Increment" has the meaning set forth in 30-A M.R.S.A. subsection 5252 (9).

"Tax Increment Revenues" means the portion of all real property taxes assessed in any Tax Year by the City, in excess of any state, county or special district tax, upon the captured assessed value of property in the District.

"Tax Payment Date" means the date(s), as determined by the City from time to time, on which property taxes assessed by the City are due and payable without interest from owners of property located within the City.

"Tax Year" means the twelve-month period beginning July 1 and ending June 30 or any other tax year hereafter adopted by the City.

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 a 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 the 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 notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time.
- f. 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 except as expressly provided in Section 3.5.

g. Any term used herein and in the Act or the Regulations and not defined herein shall have the meaning ascribed to such term in the Act or the Regulations.

Article II

Development Program Fund and Funding Requirements

Section 2.1. Creation of Development Program Fund

Within thirty (30) days after the Effective Date, the City shall create and establish a segregated fund in the name of the City designated as the " Auburn Mall Revitalization Municipal Development and Tax Increment Financing District #14 Development Program Fund" or "Development Program Fund" pursuant to, and in accordance with the terms and conditions of, the Development Program and within the Development Program Fund will establish a segregated account for the benefit of the Developer Auburn Mall Revitalization Project Cost Account".

Section 2.2. Liens

Except as provided in this Agreement, the City shall not create any lien or encumbrance on, or create or transfer any other interest of any nature whatsoever in, nor shall it hypothecate, the Auburn Plaza, Inc. Auburn Mall Revitalization Project Cost Account or any funds therein or revenues resulting from investment of funds therein, other than the interest of the Developer hereunder; provided, however, nothing herein shall prohibit creation of real and personal property tax liens on the Developer's property in accordance with, and, entitled to the priority provided under, State law.

Section 2.3. Deposits into Development Program Fund

Starting with the 2006 -- 2007 tax year and for each of the next twenty years (until 2025 - 2026 tax year) there shall be deposited into the Development Program Fund contemporaneously with each payment of property tax by the Developer during the term of this Agreement an amount equal to 100% of the property tax payment constituting Tax Increment Revenues from within the District for the period to which the payment relates; provided, however that such deposits to the Development Program Fund shall be due and payable solely from such property tax payments. The City shall retain any and all revenues resulting from investment of moneys on deposit in the Development Program Fund and shall be reimbursed for the City's Administrative Expense in administering the Program and this Agreement, which sum shall not exceed \$20,000 per year from the Development Program Fund out of the City's share. Contemporaneously with the deposit into the Development Program Fund, the City shall deposit into the Auburn Plaza, Inc. Auburn Mall Revitalization Project Cost Account, once the minimum new assessed value threshold has been reached (\$5,000,000), an amount equal to the Developer's Share, provided that the aggregate amount paid under this agreement shall not exceed a total of \$3.29 million, more or less based upon the stipulations found in the Auburn Mall Revitalization agreement, for the term of the Development Program within the District.

Section 2.4. Use of Monies in Development Program Fund

Monies deposited in the Development Program Fund, exclusive of investment earnings thereon, shall be used and applied exclusively to fund the City's payment obligation

described in Article III hereof. All investment earnings shall be for the benefit of the City and free of any interest of the Developer under this Agreement.

Section 2.5. Monies Held for Benefit of Developer

All monies actually paid into the Development Program Fund under the provisions hereof and the provisions of the Development Program and all investment earnings thereon shall be held by the City for the benefit of the Developer and the City as their interest may appear.

All monies actually paid into the Auburn Plaza, Inc. Auburn Mall Revitalization Project Cost Account under the provisions hereof and the provisions of the Development program shall be held by the City, in trust, for the benefit of the Developer.

Section 2.6. Investments

The monies in the Development Program Fund shall be invested and reinvested in Qualified Investments as determined by the City. The City shall have discretion regarding the investments of such monies, provided such monies are invested in Qualified Investments. As and when any amounts thus invested may be needed for disbursements, the City shall cause a sufficient amount of such investments to be sold or otherwise converted into cash to the credit of the Development Program Fund. The City shall have the sole and exclusive right to designate the investments to be sold and to otherwise direct the sale or conversion to cash of investments made with monies in the Development Program Fund. The City shall not be liable on account of its investment decisions as long as such decisions are made in accordance with this section.

Section 2.7. Administrative Expenses

Annually the City shall be reimbursed from the Development Program Fund, from the City share of the tax revenue, its administrative costs and administering the Program and this Agreement up to the maximum sum per year of \$20,000. Such Administrative Expense shall not be paid from the Developer's Share.

Article III Payment Obligations

Section 3.1. Developer payments

The Developer shall pay, when due, all amounts due pursuant to this Agreement. The City may withhold from any payment to be made by the City pursuant to this Agreement at any time any amount due from the Developer pursuant to this Agreement that is due and unpaid.

Section 3.2. Credit Enhancement Payments

Within thirty (30) days following the date of receipt of each tax payment with respect to property within the District by the City, the City shall pay to the Developer all amounts then on deposit in the Auburn Plaza, Inc Auburn Mall Revitalization Project Cost Account, exclusive of investment earnings, administrative expenses and any amounts

retained under the program for future economic development projects as enumerated in the Auburn Mall Revitalization Municipal Development and Tax Increment Financing District # 14 Development Program. Such payments shall be used to satisfy debt service on indebtedness incurred to finance qualified "Project Costs" incurred by the Developer as that term is defined under Chapter 207 of Title 30-A. of the Maine Revised Statutes and as described in the Development Program or used to pay directly, or reimburse Developer for payment of, such Project Costs. Said payments shall commence with respect to tax payments made in the 2006-2007 tax year when a threshold of \$5,000,000 of new assessed valuation is added to the District and continue for the period described in Section 2.3 hereof.

If, with respect to any tax payment date, Developer fails to pay any portion of the Property Taxes assessed by the City, because of a valuation dispute or otherwise, the Property taxes actually paid by Developer with respect to such tax payment date shall, first, be applied to taxes due on account of Original Assessed Value and, second constitute Retained Tax Increment Revenues.

The Developer (and its successors and assigns, as owners of property in the District) shall pay to the City, when due, all Property Taxes and assessments with respect to property of the Developer in the City of Auburn. If such Property Taxes and assessments are not paid when due, the City may withhold and suspend all payments under this Agreement until such Property Taxes and assessments and all interest thereon and other costs relating thereto are paid in full. In addition, if the Developer institutes any tax abatement proceedings with respect to any Property in the district, the City may withhold and suspend all payments of the Developer's Share of the Tax Increment with respect to the items of Property subject to the abatement proceedings, and shall deposit the withheld amount into a separate interest-bearing escrow account. Upon final action and completion of such abatement proceedings, the proper amount (based on the results of the abatement proceedings plus an allocable share of the interest accrued thereon) held in escrow account shall be paid to the Developer.

Section 3.3. Failure to Make Payment

If the City should fail to, or be unable to, make any payment pursuant to this agreement, any such payments shall continue as a limited obligation of the City as provided in this Agreement. The Developer shall have the right to initiate and maintain an action to specifically enforce the City's obligation hereunder, including without limitation, the City's obligation to deposit Tax Increment Revenues to the Development Program Fund and thereafter to the Developer's Auburn Mall Revitalization Project Cost Account and its obligation to make payment to the Developer.

Section 3.4. Manner of Payments

The payments provided for in this Article III shall be paid directly to the Developer in the manner provided hereinabove for its own use and benefit. A City of Auburn check will be acceptable.

Section 3.5. Obligations Unconditional

Except as otherwise expressly provided in this Agreement, the obligations of the City to make the payments from the Development Program Fund described in this Agreement in accordance with the terms hereof shall be absolute and unconditional irrespective of any defense or any right of set off, recoupment or counterclaim it might otherwise have against the Developer. Except as otherwise expressly provided in this agreement, the City shall not suspend or discontinue any such payment or terminate this agreement for any cause, including without limitation, any act or circumstance that may constitute failure of consideration or frustration of purpose or any damage to our destruction of the Project or any change in the tax or other laws of the United States, the State or any political subdivision of either thereof, or any failure of the Developer to perform and observe any agreement or covenant, whether expressed or implied, or any duty, liability or obligation arising out of or connected with this Agreement. Notwithstanding the above, the City and the Developer each reserve the right to terminate this Agreement (except section 8.11 pertaining to indemnification) upon a final judgment by a court of competent jurisdiction that the Agreement or Development Program adopted in connection herewith is illegal or invalid. In such event, the termination shall be effective as of the date of such decision and neither party shall have any obligation or liability hereunder, under the Development Program or in respect of any of the transactions contemplated hereby, and shall be left in what ever positions, financial or otherwise, they may be in as of the date of termination. Such termination shall not, however, affect the Developer's obligation to defend and indemnify the City, which obligation shall survive any such termination.

Section 3.6. Limited Obligation

The City's obligation to make payment in accordance with this Agreement shall be a limited obligation of the City payable solely from the Development Program Fund, excluding any earnings thereon, pledged therefore under this Agreement. The City's obligation 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, or any municipality or political subdivision thereof, but shall be payable solely from the Development Program Fund, excluding any earnings thereon. This Agreement shall not directly or indirectly or contingently obligate the City, the State, or any other municipality or political subdivision to levy or to pledge any form of taxation whatever therefore or to make any appropriation for payment due pursuant to this Agreement, except in the City's obligation to assess Property taxes upon the Project and the pledge of the Developer's Auburn Mall Revitalization Project Cost Account, excluding earnings thereon, established under this Agreement.

Article IV Pledge and Security Interest

Section 4.1. Pledge of Auburn Mall Revitalization Project Cost Account

In consideration of this Agreement and other valuable consideration and for the purpose of securing payment of the amounts provided for hereunder to the Developer by the

City, according to the terms and conditions contained herein, and subject to the City's right pursuant to this agreement, the City does hereby grant a security interest in and pledge the Developer the Auburn Mall Revitalization Project Cost Account and sums of money and other securities and investments therein, excluding earnings thereon.

Section 4.2. Protection of Interest

The City shall cooperate with the Developer in causing appropriate financing statements and continuation statements setting forth the Developers interest in the Auburn Mall Revitalization Project Cost Account to be duly filed and recorded in the appropriate State offices as required by and permitted under the provisions of the Uniform Commercial Code or other similar law as adopted by the State and any other applicable jurisdiction, as from time to time amended, in order to perfect and maintain the security interests created hereunder. To the extent deemed necessary by the Developer, the City will at such time and from time to time as requested by Developer establish the Auburn Mall Revitalization Project Cost Account as a segregated fund under the control of an escrow agent, trustee or other fiduciary so as to perfect Developer's interest therein.

Section 4.3. 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, materially disadvantage the City, or materially change this Agreement.

Section 4.4. No Disposition of Developer's Mall Area Project Cost Account

Except as permitted hereunder, the City shall not sell, lease, pledge, assign or otherwise dispose, encumber or hypothecate any interest in the Auburn Mall Revitalization Project Cost Account.

Section 4.5. Access to Books and Records

All books, records and documents in the possession of the City relating to the District, the Development Program, the Agreement and the monies, revenues and receipts on deposit or required to be deposited into the Auburn Plaza, Inc. Auburn Mall Revitalization Project Cost Account shall at all reasonable times be open to inspection by the Developer, 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 amount from the Auburn Plaza, Inc. Auburn Mall

Revitalization Project Cost Account to the Developer when the same shall become due and payable;

b. Any failure by the City to make deposits of Tax Increment Revenues into the Development Program Fund as and when due;

c. Any failure by the City to make deposits into Auburn Plaza, Inc. Auburn Mall Revitalization Project Cost Account as and when due;

d. Any failure by a party hereto to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the party to be observed or performed; and

e. If a decree or order of a court or agency or supervisory authority having jurisdiction in the premises for the appointment of a conservator or receiver or liquidator of, any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings, both for the winding up or liquidation of a party's affairs shall have been entered against the party or the party shall have consented to the appointment of a conservator or receiver or liquidator and any such proceedings of or relating to the party 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 party or the failure by the party to have a petition in bankruptcy dismissed within a period of 90 consecutive days following its filing or in the event and order for release has been entered under the Bankruptcy Code with respect to the party.

Section 5.2. Remedies on Default

Whenever any Event of Default referred to in section 5.1 hereof shall have occurred and be continuing for a period of fifteen (15) days after a party's receipt from the other party of written notice of an Event of Default by the party, the other party may (a) specifically enforce the performance or observance of any obligations, agreement or covenants of the defaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder or (b) suspend its performance under this Agreement for so long as the Event of Default continues or remains uncured.

Section 5.3. Remedies Cumulative

No remedy herein conferred upon or reserved to a 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 the 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 Event of Default, to insist upon the strict performance of any covenant or Agreement herein set forth or to exercise any right or remedy 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 rights 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 party with all of the covenants and conditions hereof, or of the rights to exercise any such right or remedy, if such Events of Default be continued or repeated.

Section 5.4. Waiver of Governmental Immunity

To the extent allowed by law, the City hereby waives its governmental immunity (but not any tort immunity) with respect to any action or suit undertaken by Developer, its successors or assigns, arising out of, resulting from or involving any alleged default by the City hereunder or failure by the City to observe or perform any of its obligations hereunder, it being understood and agreed that such waiver is a material inducement to the Developer entering into this Agreement and continuing its pursuit of the Project. The parties agree that in the event of any dispute or disagreement hereunder the City shall continue to make payment of all amounts due hereunder in the manner and at the times specified herein until final resolution of such dispute, whether by mutual agreement or final decision of a court, arbitrator or otherwise dispute resolution mechanism. Except as expressly provided in this Agreement, the City hereby waives any right to withhold, suspend or setoff payments during the pendency of any such dispute. Provided, however, that nothing herein shall be deemed a waiver to the City's tort immunity. The City agrees that it will not in any manner challenge or contest the validity of this Agreement, the Development Plan or the proceedings for the adoption and approval of the same.

Section 5.5. Tax Laws

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 nonpayment of taxes by Developer. Without limiting the foregoing, the City and the Developer shall always be entitled to exercise all rights and remedies regarding assessment, collection and payment of taxes assessed on Developer's property.

Article VI Effective Date, Term and Termination

Section 6.1. Effective Date and Term

This agreement shall remain in full force from the Effective Date and shall expire October 30, 2026 or upon the Developer receiving payments that in the aggregate have reached the upset limit as described in the Auburn Mall Revitalization Development Agreement, 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 sooner terminated pursuant to Section 3.5, this Section 6.1, Section 8.3 or any other applicable provision of this Agreement. Thereafter, all property within the district shall be taxable by the City to the extent provided by law.

Section 6.2. Cancellation and Expiration of Term

At the termination or other expiration of this Agreement and following full payment of all amounts due and owing to the Developer hereunder or provision for payment thereof, 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 Developer's Interest

Section 7.1. Consent to Pledge and/or Assignment

The City hereby acknowledges that it is the intent of the Developer to pledge and assign its right, title and interest in, to and under this Agreement as collateral for financing for the project, although no obligation is hereby imposed on the Developer to make such assignment or pledge. Recognizing this intention, the City does hereby consent and agree to the pledge and assignment of all the developers right, title and interest in, to and under this Agreement and in and to the payments to be made to Developer hereunder, to third parties as collateral or security for indebtedness, on one or more occasions during the term hereof.

Section 7.2. Pledge, Assignment or Security Interest

Subject to the limitations set forth in Section 3.3, City agrees to execute and deliver any assignments, pledge agreements, consents or other confirmations required by the protective pledgee or assignee, including without limitation recognition of the pledgee or assignee as the holder of all right, title and interest herein (to the extent provided by the Act) 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 the position of such assignee or pledgee and binding nature of this Agreement and provide to the pledgee or assignee such rights and/or remedies as the Developer under this Agreement for the establishing, protection and protection of its interest herein.

Section 7.3. Assignment

The Developer shall have the unrestricted right to transfer and assign all or any portion of its rights in, to and under this Agreement, at any time, and from time to time, as Developer may, in its sole discretion, deem appropriate, provided that the Developer is not in default of this Agreement at the time of such assignment. An assignment to a party which is not an affiliate of the Developer may be made only with the consent of the City, which consent will not unreasonably be withheld.

Article VIII
Miscellaneous

Section 8.1. Successors

In the event of the dissolution of the City or the Developer or any sale or other transfer of all or substantially all of the Project, the covenants, stipulations, promises and Agreement 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.

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. Non-Severability

In case any one or more of the material provisions of this agreement shall, for any reason, be held to be illegal or invalid, then this Agreement (except Section 8.11 pertaining to indemnification) may, at the option of either party, be terminated as of the date on which such holding becomes final. To exercise such option, the terminating party shall send written notice of termination to the other party within sixty (60) days after the date on which such holding becomes final.

Section 8.4. No Personal Liability of Officials of the City

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 any member of the City Council, the City Manager or the Assessor of the City, nor any registered voter of the City 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.

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 shall govern the construction and enforcement of this agreement in all respects.

Section 8.7. 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
60 Court St – Suite 243
Auburn, ME 04210

With a copy to:

James Saffian, Esq
Pierce Atwood
One Monument Square
Portland, ME 04101

If to the Developer:

George Shott
550 Center St
Auburn, ME 04210

With a copy to:

Gregory Mitchell
Eaton Peabody Consulting Group
77 Sewall Street Suite 3000
Augusta, Maine 04330-3000

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

Section 8.8. Amendments

Neither this Agreement nor the Development Program may be amended without the express written consent of the parties hereto.

Section 8.9. 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 8.10. Authority of the City

The Developer and the City waive any right to which either may have to contest, and shall not take any action to challenge, the other's authority to enter into, perform or enforce the Agreement or to carry out the Development Program or the validity or enforceability of this Agreement, the District or the Development Program. The City and the Developer shall each utilize their respective best efforts to uphold the District, the Development Program, this Agreement and the City's authority to enter into this Agreement and the validity and enforceability of the District, the Development Program and this Agreement, including without limitation opposing, to the extent permitted by law, any litigation or proceeding challenging such authority, validity or enforceability.

Section 8.11. Indemnification

Developer shall at its own expense defend, indemnify, and hold harmless the City, its officers, agents, and employees from and against any and all liability, claims, damages,

penalties, losses, expenses, or judgments relating in any manner to the District, the Project, the Development Program or this Agreement or arising from injury or death to any person or property damage sustained by anyone in and about the District or the Project or as a result of activities or services at the Project, resulting from any negligent act or omission of Developer, its officers, agents, servants, employees, or persons in privity with Developer, except to the extent that such injury, death, or property damage results from any negligent act or omission of the City, its officers, agents, employees or servants. Developer shall, at its own cost and expense, defend any and all suits or actions, just or unjust which may be brought against City upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, materialmen, and suppliers. In cases in which the City is a party, the City shall have the right to participate at its own discretion and at its own expense and no such suit or action shall be settled without prior written consent of the City.

Without limiting the foregoing, the Developer agrees to reimburse any expenses incurred by the City in connection with this Agreement, the Project, the Development Program or any other instrument executed and delivered by the City in connection with this Agreement or the Development Program.

Notwithstanding any other provisions of this Agreement, this section shall survive any termination of this agreement.

The foregoing indemnification shall not apply to any action brought by the Developer to enforce this Agreement or to realize the benefit of this Agreement.

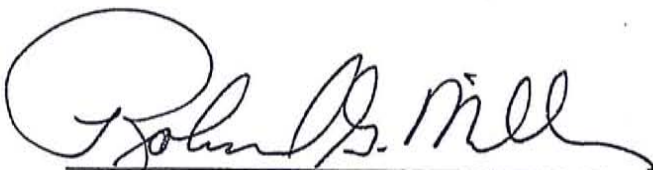
Section 8.12. Net Agreement

This Agreement shall be deemed and construed to be a "net agreement," and the City shall pay absolutely net during the term hereof all payments required hereunder, free of any deductions, and without abatement, deductions or setoffs; provided, it is understood that the City's payment obligations are to be satisfied solely from Retained Tax Increment Revenues actually paid in by the Developer and received by the City, and earnings thereon.

Section 8.13. Benefit of Assignees or Pledges

The City agrees that this Agreement is executed in part to induce assignees or pledgees to provide financing for the Project and accordingly all covenants and agreements on the part of the City as to the amounts payable hereunder are hereby declared to be for the benefit of any such assignee or pledgee from time to time of the Developer's right, title and interest herein.

INWITNESS WHEREOF, the City of Auburn and the Developer have executed this Agreement this 16 day of November, 2006



Witness

City of Auburn

By: 
Its City Manager

Auburn Plaza Inc.

Gregory A. Nuttall
Witness

By: [Signature]
Its President

Date: 11-10-06

State of Maine
Androscoggin County

Before me personally appeared Patricia A. Finnigan, to me known, who swore that the above was her true fact and deed.

[Signature]
Notary Public

My commission expires 2/1/07



City Council Agenda Information Sheet

City of Auburn

Council Meeting Date: December 2, 2013

Order 109-12022013

Author: Roland Miller

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

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

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

Subject: Approval of creating TIF #18

Information: The creation of a new TIF district #18 establishes a 20 year credit enhancement contract with the landlord. The impact of the proposed TIF district will be to reduce the rent payments to the City of Auburn by the amount of tax obligation associated with facility. The proposal is: 1) for the first five years 100%; 2) for years 6 through 10 75%; 3) for years 11 through 15 50%; and for years 16 through 20 25%.

Financial: The impact of establishing TIF district #18 is that the profit from the operation of the facility will increased and those funds will accrue to an enterprise account for the continued upkeep and operation of the arena.

Action Requested at this Meeting: Approval

Previous Meetings and History: Workshop 11-18-13

Attachments:

Order 109-12022013 for City Council Action

Final documents Auburn Municipal Tax Increment Financing District #18

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

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



Jonathan LaBonte, Mayor

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

IN CITY COUNCIL

ORDER 109-12022013

WHEREAS, the City of Auburn, Maine ("City") is considering whether to designate Auburn Municipal Tax Increment Finance District #18 and adopt the Development Program for the District presented to the City Council, designation and adoption to be pursuant to the following terms and provisions; and

WHEREAS, the City is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, to designate specified areas within the City as a Municipal Development and Tax Increment Finance District (the "District") and to adopt a development program and financing plan for such a district; and

WHEREAS, the City continues to recognize the need for more commercial development in the City; and

WHEREAS, the City finds that there is a need to provide expanded employment opportunities for the citizens of Auburn, to improve and broaden the tax base of the City and to improve the general economy of the City, the surrounding region and the State of Maine; and

WHEREAS, the expansion of commercial development will enable the City to expand its tax base, improve the economic climate in order to attract additional businesses to the City; and

WHEREAS, there is a need to encourage the expansion, improvement and continuation of commercial facilities through the establishment of the Auburn Municipal Tax Increment Finance District #18 in accordance with the provisions of Chapter 206 of Title 30 - A; and

WHEREAS, on December 2, 2013 the City held a public hearing creating the "District" in accordance with the requirements of Maine Revised Statutes upon at least ten (10) days prior notice published in newspaper of general circulation within the City; and

WHEREAS, the City desires to designate the Auburn Municipal Tax Increment Financing District #18 and adopt the development program for such a district; and

WHEREAS, it is expected that approval will be sought and obtained from the Maine Department of Economic and Community Development approving the designation of the District and the adoption of the Development Program for the District;

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

Section 1. The City hereby finds and determines that:

- A. At least 25%, by area, of the real property within the district, as hereby designated, is suitable for commercial development; and
- B. The total area of the District does not exceed 2% of the total acreage of the City, and the total area of all development districts within the City (including the District) does not exceed 5% of the total acreage of the City; and
- C. The total equalized value of taxable property within the District as of April 1, 2013 together with equalized value of taxable property in other existing districts does not exceed 5% of the total equalized value of taxable property within the City; and
- D. The designation of the District and pursuant to the development program will generate substantial economic benefits for the City and its residents, including employment opportunities, broadening in improving the tax base and serve as an economic stimulus and therefore constitutes a good and valid public purpose.

Section 2. Pursuant to Chapter 206 of Title 30 - A of the Maine Revised Statutes, as amended, the City hereby designates Auburn Municipal Tax Increment Financing District #18 Development Program, designated and described as more particularly set forth in the form attached hereto and presented to the City Council and such development program is hereby incorporated by reference into the Development Program for the District.

Section 3. The City Manager be, and hereby is, authorized, empowered and directed to submit the proposed designation of the District and the proposed Development Program for the District to the State of Maine Department of Economic and Community Development for review and approval pursuant to statutory requirements.

Section 4. The City Manager be, and hereby is, authorized and empowered, at his discretion, from time to time, to make such technical revisions to the Development Program for the District as may be reasonably necessary or convenient in order to facilitate the process for review and approval of the 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 Development Program.

Section 5. The foregoing designation of the District and the adoption of the Development Program for the District shall become final and shall take full force and effect upon receipt by the City of approval of the designation of the District and adoption of the Development Program by the Department of Economic and Community Development, without requirements of further action by the City, the City Council, or any other party.

Section 6. The City Manager be, and hereby is, authorized and directed to enter into the Credit Enhancement Agreement contemplated by the Development Program, and in the name of and on behalf of the City, such agreement to be in such form and to contain such terms and provisions, not inconsistent with the Development Program, as the City Manager may approve, such approval to be conclusively evidenced by such execution thereof.

City of Auburn, Maine

"Maine's City of Opportunity"

Office of Economic Development

To: Clinton Deschene, City Manager
From: Roland G. Miller, Director
Department of Community and Economic Development
Joshua MacDonald, General Manager Norway Savings Bank Arena
Subject: Answers to Questions
Date: November 26, 2013

This memorandum has been prepared to provide information addressing points of concern regarding a series of actions, on the financial arrangements for the Norway Savings Bank Arena (the Arena), contemplated for the meeting of the City Council scheduled for December 2, 2013.

Taxes

In that the Arena is privately owned it is taxable. The land upon which the arena is located was gifted to the City of Auburn on December 30, 2012. Therefore, on April 1, 2013, this parcel was declared to be tax exempt. No tax revenue flowed from this parcel in support of the cost of general government for FY 2014 (July 1, 2013 -- June 30, 2014). Now that the Arena has been built on this property, the land under the footprint of the building becomes taxable while the remainder of the land is tax exempt. For the purpose of helping the banks appraiser arrive at an appropriate value for the Landlord's permanent financing, the City's Tax Assessor has completed a review of the building and determined the level of valuation subject to taxation. This valuation will not be committed until April 1, 2014, for FY 2015.

The lease/purchase agreement stipulates how the tax obligation on this property is to be paid. As long as the City continues to lease the facility the relationship between the Landlord and Tenant is that the tenant is responsible for taxes, insurance and all costs of maintaining the building including utility payments. The language governing this relationship is found on page 6 (5. Taxes). In the absence of an adjustment, this would require the inclusion of an expense obligation regarding taxes on the arenas pro forma, profit and loss statement and any other financial reporting requirement.

However, adjustment language to this relationship is found in the second sentence of the referenced paragraph. This stipulates that if the City of Auburn creates a Tax Increment Financing (TIF) district that reduces the landlords net out-of-pocket tax expenses that only "...the non-reimbursable portion of any real estate taxes remaining to be paid by Landlord" is passed through to the tenant. Therefore, if TIF #18 is enacted, the Landlord will be required to pay the taxes and float that expense until the time the City reimburses (under the stipulations of a Credit Enhancement Agreement (CEA)) the Landlord for that expense.

The impact of this arrangement is to lessen the carrying costs for the Tenant if TIF #18 is enacted. Any enhanced profits that result from this arrangement go directly to the Enterprise Fund in support of the continued operations in upkeep of the Arena.

General Fund Impacts

Question: Does any reduction in tax revenues impact resources for general fund expenses?

The answer to that question is yes, but this project does not result in any reduction to the current level of tax revenues derived from this property because in FY 2014, no tax revenue came from this property.

Question: Does any general fund expenses, such as extra police services or extra plowing for the dual sheet arena, support of this facility?

Police services for the Arena are contracted as part of the expenses of the enterprise account and are billed accordingly to the Arena. Any Police coverage for special events and hockey games being played at the facility, shall bill the Renter as part of the use agreement between the Renter and the facility (high schools, concert promoters, event coordinators). As part of the rental agreement with participants and renters of the facility, they agree, under the Police Staffing levels as deemed appropriate through the facilities agreement with Auburn Police Department to be billed for this coverage. Auburn Police Department shall serve as the main point of contract for security and safety at the Arena during these events. If concert promoters or event coordinators, as part of a use agreement determine that offsite security services shall be obtained for ticketing, and security, they shall continue to work with Auburn PD for the appropriate level of coverage based upon a facility and event use plan.

Plowing for the Arena parking areas and surrounding streets and access roads has been addressed through an agreement with the Department of Public Services (Public Works). Late night plowing and snow removal shall be the duty of Public Services third shift. The Arena shall be responsible for the clearing of all walkways and sidewalks, entry doors and points of egress during hours of operation. During day time hours, Facilities Management has agreed to post a municipal employee on call (who is certified in operating the equipment) and the Arena shall be billed the overtime rate for the staff members time and fuel necessary to complete the tasks of plowing. The maintenance supervisor of the arena also holds an appropriate class driving license (shall be appropriately trained) and if necessary could perform the duties as necessary. Public Services shall station the appropriate equipment on site necessary to complete the plowing operation. The Arena has agreed to purchase the necessary accessories (12 foot pusher plow) for use by Public Services to complete this task.

Question: Does any reduction of expenses for the dual sheet arena improve the financial statement of the enterprise account and create a financial position more attractive to potential business buyers?

Any reduction to the expenses for the operation of the Arena will improve the flow of funds to the enterprise account. All the records of the operation of this facility are public. The lease/purchase agreement makes this facility available to the City of Auburn for 30 years. Any potential buyer will have no problem in getting access to and reviewing all public documents that relate to the financial management and performance of this facility. Therefore, profit/loss realized by the tenant is easily analyzed and will not matter to a potential buyer.



CITY OF AUBURN, MAINE

AUBURN MUNICIPAL TAX INCREMENT FINANCING DISTRICT #18

DEVELOPMENT PROGRAM

DECEMBER 2, 2013

Prepared by:
Jill Cunningham, Economic Development Assistant
Roland Miller, Community & Economic Dev. Director

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Exhibit A	Municipal Tax Increment Financing #18 Tax Map and City of Auburn Map
Exhibit B	Tax Increment Financing District #18 Statutory Requirements & Thresholds
Exhibit C	Certification of Original Assessed Value
Exhibit D	Financial Projection
Exhibit E	Tax Shifts
Exhibit F	Publication of Notice of Public Hearing
Exhibit G	Resolve of the Auburn City Council

ARTICLE 1: DEVELOPMENT PROGRAM NARRATIVE

Section 1.01. Introduction

a. **General Description of the District.**

The City of Auburn desires to attract and retain quality jobs and commercial development, to create and maintain a healthy tax base, to improve the economy of the City and the State of Maine and to provide for construction of new public infrastructure and improvements to facilitate economic development. In order to fulfill these goals, the following property is being designated as the Auburn Municipal Development and Tax Increment Financing District #18: An area consisting of approximately 8.53 acres, being Map 290 Lot 010-1 of the City of Auburn Tax Map.

The property is located off of Turner St and Kings Way and has been preliminarily designated as the Auburn Municipal Development and Tax Increment Financing District #18 (the "District") by the City of Auburn, Maine (the "City"). The Property consists of Auburn Tax Map No. 290, Lot 010-1 owned by Auburn Plaza, Inc. A plan depicting the District is attached as **Exhibit A**. The Development Program described herein is proposed for the purpose of administering the District as a municipal development and tax increment financing district pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended (the "Development Program"). Upon resolution of the Auburn City Council designating the District and adopting this Development Program, the designation of the District and adoption of the Development Program will immediately become final subject only to approval by the Commissioner of the Maine Department of Economic and Community Development ("DECD").

The purpose of the District is to assist Auburn Plaza, Inc. ("the Developer") with the development of the property within the District within the City as hereinafter identified.

b. **The Developer Project.**

As described above, the District is to assist the Developer with the development of a complex Commercial facility (the "Project").

For the purposes of this Development Program and for purposes of calculating captured assessed value, new investment associated with the project only by the Developer after April 1, 2013, at its complex in Auburn, shall be deemed to be in the District on April 1st of each subsequent year.

During the term of the Development Program the City will capture the increase in the assessed value from the real property only in the District. See Table 1 for the years and captured value, also showing the percentage released from the revenues in the District to the City's general fund (FY 2014 – FY 2034). The City will allocate 100% of the CAV revenues to the Auburn Plaza, Inc. pursuant to a Credit Enhancement Agreement between the City and the Company (the "Credit Enhancement Agreement")

Table 1

Years	Captured Assessed Value
1 - 5	100%
6-10	75%
11-15	50%
16-20	25%

c. **Public Improvements**

There are no Public Improvements with this project.

Section 1.02. Statement of Means and Objectives

a. Development District

The Project provides an investment in the Developer's future, increasing capacity to capture a greater market share in the delivery of specialty services and top-quality products. The Developer plans to undertake the project in order to solidify the draw of many potential customers to the Auburn Mall Neighborhood and thereby change the value of the surrounding developments. The Developer's investment will create additional tax base within the City, help retain employment within the region and will ensure a long-term success of the Developer.

See Section 1.05. Uses of Private Property for a more detailed description of the project.

In summary, the District is intended to promote economic development and expand the tax base of the City for the benefit of the citizens of the City and to assist the Developer in the construction of the facility. The City recognizes that the Developer competes in an increasingly competitive market. The City's assistance provided through the Development Program is intended to help the Developer to become more cost competitive and to modernize its operations. To the extent the City can assist the Developer in its objective of keeping the Developer's facility cost competitive, the following public benefits results:

- a. Increased property tax base;
- b. Creation of an environment that will encourage future investment by the Developer at its Auburn facility;
- c. Indirect retained employment;
- d. Indirect expand employment;
- e. Increase in flow of revenues to the state and local area.

Section 1.03 Brief Discussion of Financial Plan

The financial plan for the District is set forth in greater detail in Article II below. The following is a brief summary of the plan. The total anticipated developer investment in the District is approximately \$8,500,000. Construction of the Project began in spring of 2013 with anticipated completion of construction of the Project to occur on or about December 1, 2013. The Developer is requesting that the City assist with the Project by (i) capturing a structured percentage (See Table 1 above) of the increase in assessed value for the real property in the District and (ii) entering into the Credit Enhancement Agreement with the Developer thereby allocating revenues from the CAV. After the first 5 years, residual tax revenue from the project will go to the City's general fund. The Development Program will remain in effect for a period of twenty (20) years. The revenues allocated to the Developer will be used to satisfy debt obligations for the Project.

Section 1.04. Description of Public Facilities to be Constructed

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

Section 1.05. Uses of Private Property

The first phase of the Project involves the construction by the Developer of a commercial facility at an approximate cost of \$8,500,000 within the District. The construction of the facility will be supervised by the Developer and will be subject to all required state and local approvals. All improvements related to the Project will be located in the District. The actual and proposed use of the District is in keeping with current zoning requirements, in which the District is located. The City's Planning Board has reviewed and approved the full multi-phased development of the land within the District.

Section 1.06. Relocation of Displaced Persons

The creation of this district will not require the relocation of any displaced persons.

Section 1.07. Proposed Regulations and Facilities to Improve Transportation

Existing transportation facilities are adequate to accommodate the Project.

Section 1.08. Environmental Controls

The improvements contemplated by the improvement program will comply with all requirements of the City's ordinances, including its Zoning Ordinance. No further zoning permits, licenses or other local approvals is anticipated to be necessary in connection with the improvements.

The Developer will take all steps required by the Maine Department of Environmental Protection ("DEP") in order to ensure that the acquisition, installation, construction and operation of the improvements complies with all state environmental rules and regulations. All air emission, wastes water discharge or other licenses required in connection with the Project either have been, or will be, applied for an obtained by the Developer as required by applicable law, rule and regulation.

Section 1.09. Plan of Operation Upon Completion

The improvements in the District will at all times be owned by the Developer, 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 Developer shall be solely responsible for implementation of the Project in the District.

Section 1.10. Program Duration

The duration of the District will begin on the designation of the District by the City of Auburn and the effective date of its approval by the Commissioner of the Maine Department of Economic and Community Development and run for twenty (20) years, starting with the date of commissioner approval.

ARTICLE II: FINANCIAL PLAN

Section 2.01. General Characteristics

The proposed tax increment financing district will encompass approximately 8.53 acres of taxable real property formally within Municipal Tax Increment Financing District #14, with a total value of land and buildings as of April 1, 2013, in the amount of approximately \$1,564,100.00.

This Development Program requires the establishment of a Development Program Fund consisting of Project Cost Account pledged to and charged with payment of obligations specified within the Credit Enhancement Agreement.

Section 2.02. Cost Estimated for Development Program

Estimated cost of the Developer's Project under the Development Program is approximately \$8,500,000.

Section 2.03. Indebtedness

None of the costs of the Project will be financed through issuance of any municipal indebtedness. If the Developer incurs indebtedness with respect to the Project, revenues in the Auburn Plaza, Inc Project Cost Account of the Development Program Fund established hereunder, which shall consist of the Developer's allowable share of tax increment revenues on the captured assessed value of the District.

Section 2.04. Sources of Anticipated Revenues

The source of anticipated revenues generated by the District and to be used to pay the Developer under the Credit Enhancement Agreement are new tax revenues on captured assessed value for the real property, which will be deposited as received into the Auburn Plaza, Inc. Project Cost Account of the District's Development Program Fund, and earnings on such amounts. The Developer will be responsible for making all arrangements for payments with respect to all additional monies needed to fund the Project.

The total projected tax increment and the City share are shown on Exhibit D.

Note: Estimated Tax Rate of 0.02043(FY 2014) is assumed to increase by 0.0005 per year.

A summary of financial and statistical information relating to the District's satisfaction of certain conditions imposed under Chapter 206 of Title 30-A of the Maine Revised Statutes, is set forth in Exhibit B.

Attached hereto as Exhibit C is a certification of original assessed value executed by the City Assessor of the City of Auburn in accordance with the requirements of 30-A MRSA §5254(2) certifying that the original assessed value of the District as of April 1, 2013 was \$1,564,100.

Section 2.05. Estimated Impact of Financing upon Taxing Jurisdiction

In accordance with Maine statutes governing the establishment of municipal tax increment financing districts, the table set forth below identifies estimated tax shifts that will result during the term of the District from the establishment of the District, using formulas reviewed by the Department of Economic and Community Development. See Exhibit D.

Section 2.06. Duration of the Development Program

The duration of the District will begin on the designation of the District by the Auburn City Council and the effective date of its approval by the Commissioner of the Maine Department of Economic and Community Development (the original assessed value is based on the valuation as of April 1, 2013) with the first payment during the 2013-2014 fiscal year and ending in twenty years.

ARTICLE III. PHYSICAL DESCRIPTION

Section 3.01. Description of the District

The District consists of a parcel of land that totals 8.53 acres.

The District is delineated on Exhibit A hereto.

Section 3.02. Site location map

Set forth on Exhibit A is a tax map of the City reflecting the approximate location of the District within the City.

ARTICLE IV: MUNICIPAL APPROVALS

Section 4.01. Public Hearing

Attached hereto as Exhibit E is a copy of the Notice a Public Hearing held in accordance with the requirements of 30-A MRSA §5253. The Notice was published in the Lewiston Sun Journal, a newspaper of general circulation in Auburn on November 20, 2013 a day at least en (10) days prior to the public hearing. A public hearing was held at the City Council meeting on December 2, 2013.

Section 4.02. Authorizing Votes

Attached as Exhibit F are copies of the votes by the City Council of the City of Auburn meeting thereof duly called and held on December 2, 2013 approving the designation of the District and adoption of this Development Program.

ARTICLE V: AGREEMENT REGARDING VALUATION ISSUES

Section 5.01. Valuation Issues

There are certain assumptions regarding valuation and depreciation of assets, which underlie the analysis set forth in this Development Program. The City and the Developer both covenant and agree that the assumptions, analysis and result set forth in this Development Program shall in no way prejudice the rights of either party or be used, in anyway, by either party in either presenting evidence or making argument in any dispute which may arise in connection with valuation of the property within the District.

TIF #18



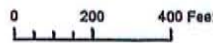
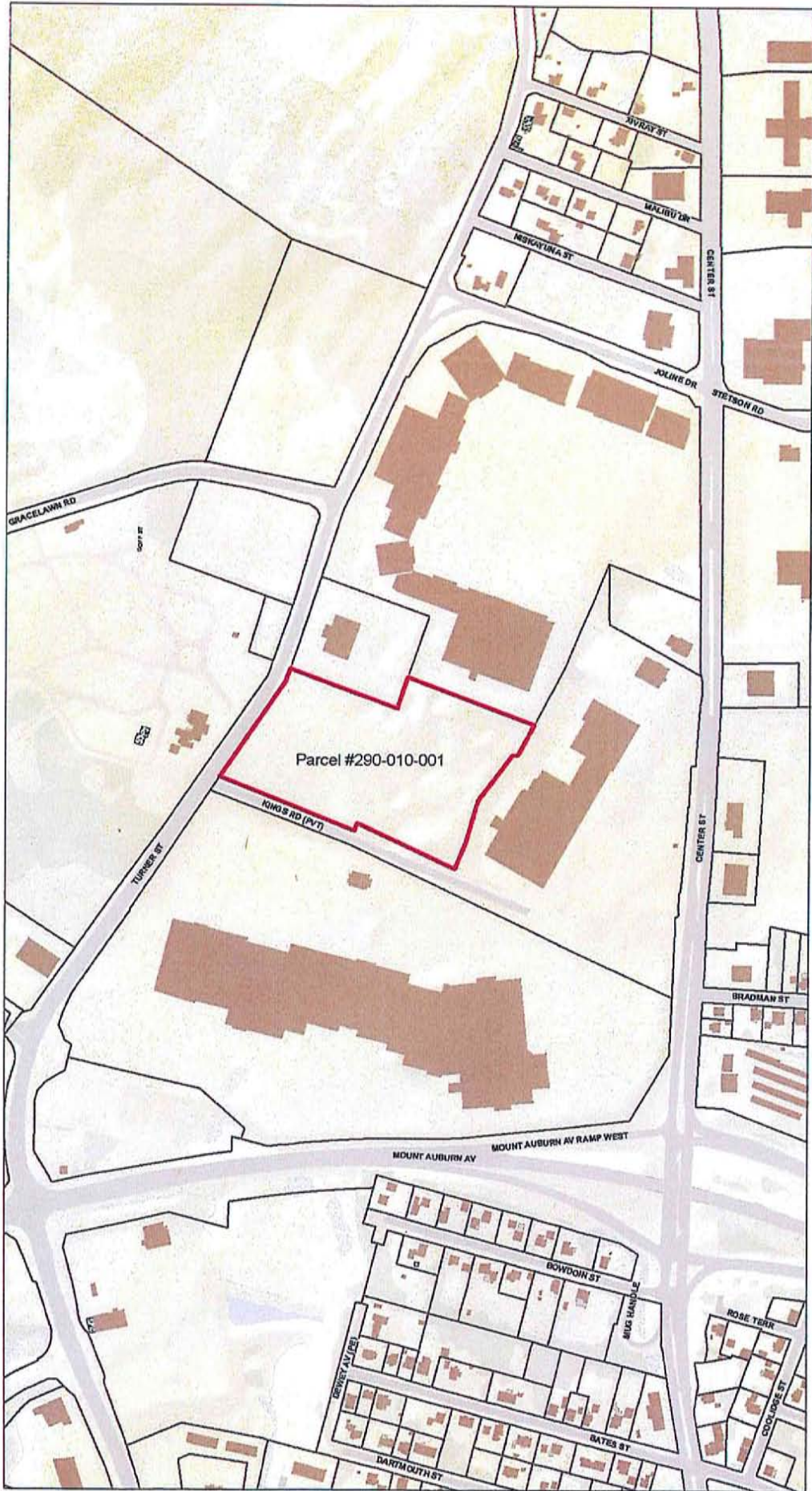
City of Auburn

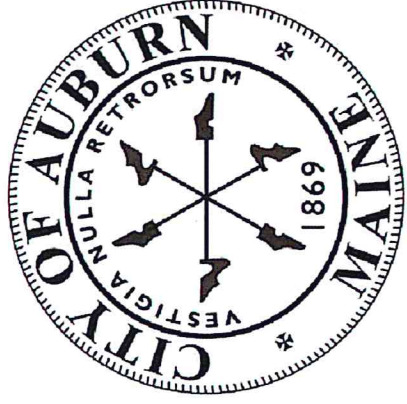
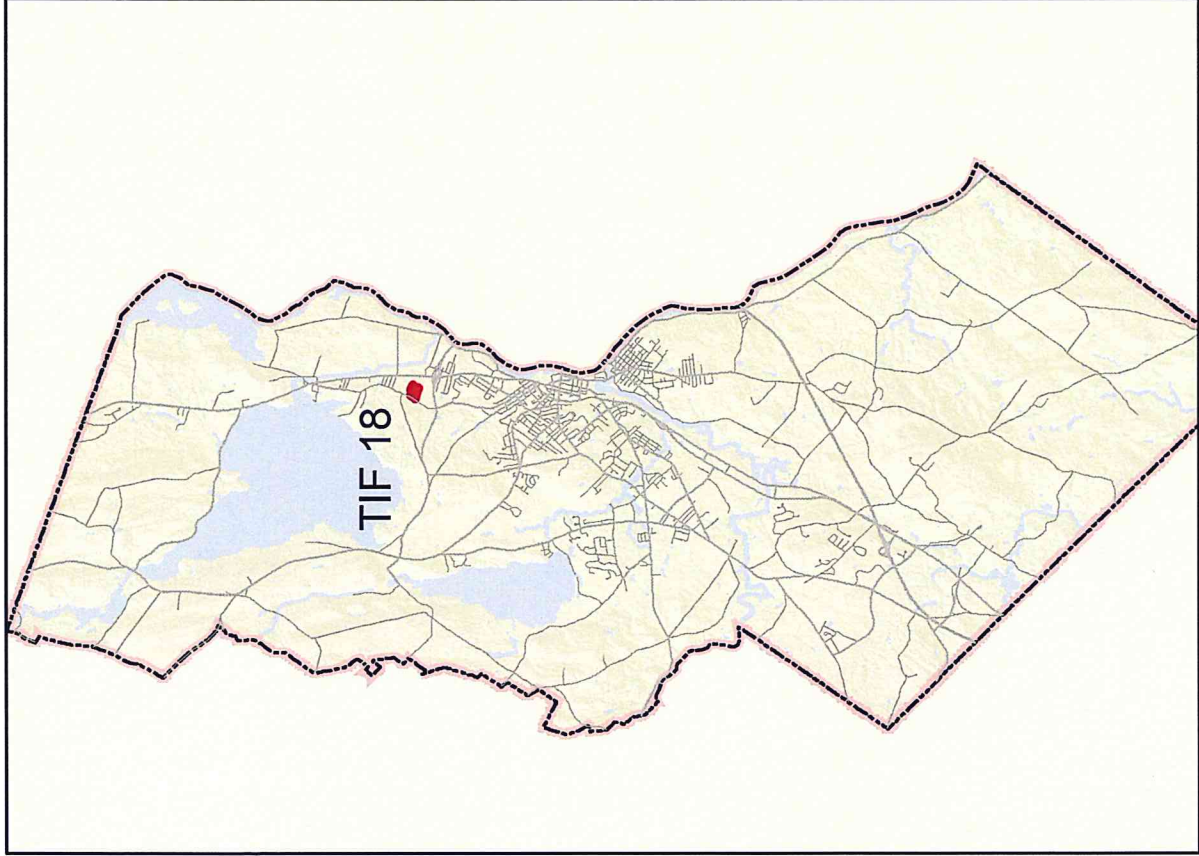
60 Court St
Auburn, ME 04210
207-333-6601
www.auburnmaine.gov

 TIF #18



The data used in these applications were 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.





City of Auburn

60 Court St
Auburn, ME 04210
207-333-6601
www.auburnmaine.gov

TIF #18



TIF18



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STATUTORY REQUIREMENTS & THRESHOLDS

A. ACRE LIMITATION

1. Total Acreage of Municipality	41,430
2. Total Acreage of Proposed Municipal TIF District	8.53
3. Total Downtown acres contained in the Proposed Municipal TIF District	0
4. Total Transit acres contained in the Proposed Municipal TIF District	0
5. Total acreage of Proposed Municipal TIF District counted towards 2% cap (A2-A3-A4)	8.53
6. Percentage of total acreage in proposed municipal TIF District (cannot exceed 2%) Divide A5 by A1	.02%
7. Total acreage of all existing and proposed municipal TIF districts in the municipality. Add A2 to sum of all existing TIF district acreage.	607.50
8. Total acreage of an existing or Proposed Downtown TIF District in the municipality.	211
9. Total acreage of all <u>existing</u> Pine Tree Development Zone TIF Districts in the municipality.	0
10. Total acreage of all existing or Proposed Transit TIF Districts in the municipality.	0
11. Total acreage of all existing and Proposed Municipal TIF Districts in the municipality counted toward 5% cap. Subtract A8+A9+A10 from A7.	396.50
12. Percentage of total acreage in all existing and proposed Municipal TIF Districts (cannot exceed 5%) Divide A11 by A1.	.96%
13. Total Acreage of all real property in the Proposed Municipal TIF District that is:	
(Note: a, b, or c must be at least 25%)	
	Acres
a. Blighted (Divide acres by	0
b. In need of rehabilitation/conservation (Divide acres by	0
c. Suitable for industrial/commercial site (Divide acres by	8.53
TOTAL	100

B. VALUATION LIMITATION

1. Total Aggregate Value of Municipality (TAV) <i>Use most recent April 1st</i>	\$2,005,721,383
2. Original Assessed Value (OAV) of Proposed Municipal TIF District. <i>Use March 31st of tax year preceding date of municipal designation</i>	\$1,564,100
3. Total OAV of all existing and Proposed Municipal TIF Districts in the municipality. <i>Add b2 to sum of all existing TIF district OAVs</i>	\$78,163,100
4. OAV of an existing or proposed Downtown TIF District in the municipality.	\$52,364,600
5. OAV of all <u>existing</u> Pine Tree Development Zone TIF Districts in the municipality.	0
6. OAV of all existing or Proposed Transit TIF Districts in the municipality.	0
7. Total OAV of all existing and Proposed Municipal TIF Districts in the municipality counted toward 5% cap <i>Subtract B4+B5+B6 from B3</i>	\$25,798,500
8. Percentage of total OAV to TAV in all existing and Proposed Municipal TIF Districts (cannot exceed 5%) <i>Divide B7 by B1</i>	1.29%

AUBURN MUNICIPAL DEVELOPMENT AND TAX
INCREMENT FINANCING DISTRICT #18
DEVELOPMENT PROGRAM

EXHIBIT C

CERTIFICATE OF CITY ASSESSOR
CITY OF AUBURN, MAINE

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 and 123-d P.S. LD1892 that the original assessed value of the taxable real property of Auburn's Municipal Development and Tax Increment Financing District #18, as described in the development program was \$1,564,100 as of April 1, 2013(March 31, 2014). A list of all parcels in the district by Auburn Tax Map number is below, which shows each individual parcel's value as of April 1, 2013.

ID#	Street Address	Acreage	Company	4/1/2013 Value
290-010-1	985 Turner St	8.53	Auburn Plaza, Inc	\$ 1,564,100
		<hr/> 8.53		<hr/> \$ 1,564,100

IN WITNESS HEREOF, this certificate has been executed this 26th day of November, 2013.

CITY OF AUBURN, MAINE
CITY ASSESSOR:

Print Name: _____

City of Auburn
Auburn Municipal
Tax Increment Financing
District #18

Inputs	
FY14 Valuation Admendment	\$ 1,564,100
Yearly Escalator	.5 mils/FY13-32
Term	20 years

Exhibit D

Year	Original Assessed Value	Developer New Investment	Projected Mill Rate	Gross Projected New Taxes	Developer		City	
					% Allocated of TIF Revenues to Developer	Developer Allocation (CEA)	% Allocated of TIF Revenues	General Fund
FY15	\$ 1,564,100.00	\$ 8,500,000	0.0209	\$ 166,098.39	100%	\$ 166,098.39	0%	\$ -
FY16	\$ 1,564,100.00	\$ 8,500,000	0.0214	\$ 170,066.34	100%	\$ 170,066.34	0%	\$ -
FY17	\$ 1,564,100.00	\$ 8,500,000	0.0219	\$ 174,034.29	100%	\$ 174,034.29	0%	\$ -
FY18	\$ 1,564,100.00	\$ 8,500,000	0.0224	\$ 178,002.24	100%	\$ 178,002.24	0%	\$ -
FY19	\$ 1,564,100.00	\$ 8,500,000	0.0229	\$ 181,970.19	100%	\$ 181,970.19	0%	\$ -
FY20	\$ 1,564,100.00	\$ 8,500,000	0.0234	\$ 185,938.14	75%	\$ 139,453.60	25%	\$ 46,484.53
FY21	\$ 1,564,100.00	\$ 8,500,000	0.0239	\$ 189,906.09	75%	\$ 142,429.57	25%	\$ 47,476.52
FY22	\$ 1,564,100.00	\$ 8,500,000	0.0244	\$ 193,874.04	75%	\$ 145,405.53	25%	\$ 48,468.51
FY23	\$ 1,564,100.00	\$ 8,500,000	0.0249	\$ 197,841.99	75%	\$ 148,381.49	25%	\$ 49,460.50
FY24	\$ 1,564,100.00	\$ 8,500,000	0.0254	\$ 201,809.94	75%	\$ 151,357.45	25%	\$ 50,452.48
FY25	\$ 1,564,100.00	\$ 8,500,000	0.0259	\$ 205,777.89	50%	\$ 102,888.94	50%	\$ 102,888.94
FY26	\$ 1,564,100.00	\$ 8,500,000	0.0264	\$ 209,745.84	50%	\$ 104,872.92	50%	\$ 104,872.92
FY27	\$ 1,564,100.00	\$ 8,500,000	0.0269	\$ 213,713.79	50%	\$ 106,856.89	50%	\$ 106,856.89
FY28	\$ 1,564,100.00	\$ 8,500,000	0.0274	\$ 217,681.74	50%	\$ 108,840.87	50%	\$ 108,840.87
FY29	\$ 1,564,100.00	\$ 8,500,000	0.0279	\$ 221,649.69	50%	\$ 110,824.84	50%	\$ 110,824.84
FY30	\$ 1,564,100.00	\$ 8,500,000	0.0284	\$ 225,617.64	25%	\$ 56,404.41	75%	\$ 169,213.23
FY31	\$ 1,564,100.00	\$ 8,500,000	0.0289	\$ 229,585.59	25%	\$ 57,396.40	75%	\$ 172,189.19
FY32	\$ 1,564,100.00	\$ 8,500,000	0.0294	\$ 233,553.54	25%	\$ 58,388.38	75%	\$ 175,165.15
FY31	\$ 1,564,100.00	\$ 8,500,000	0.0299	\$ 237,521.49	25%	\$ 59,380.37	75%	\$ 178,141.12
FY32	\$ 1,564,100.00	\$ 8,500,000	0.0304	\$ 241,489.44	25%	\$ 60,372.36	75%	\$ 181,117.08
Cumulative				\$ 4,075,878.24		\$ 2,423,425.46		\$ 1,652,452.78
Avg. Annual				\$ 203,793.91		\$ 121,171.27		\$ 82,622.64

Auburn Municipal Tax Increment Financing District #18

Exhibit E

Tax Shift Projections

Year	Avoided Loss in State Allocation For Education	Avoided Loss in Revenue Sharing	Avoided Increase In County Tax	Total Tax Shifts
FY2014	\$ 14,076.90	\$ 1,320.06	\$ 392.45	\$ 15,789.41
FY2015	\$ 14,076.90	\$ 1,320.06	\$ 392.45	\$ 15,789.41
FY2016	\$ 14,076.90	\$ 1,320.06	\$ 392.45	\$ 15,789.41
FY2017	\$ 14,076.90	\$ 1,320.06	\$ 392.45	\$ 15,789.41
FY2018	\$ 14,076.90	\$ 1,320.06	\$ 392.45	\$ 15,789.41
FY2019	\$ 14,076.90	\$ 1,320.06	\$ 392.45	\$ 15,789.41
FY2020	\$ 14,076.90	\$ 1,320.06	\$ 392.45	\$ 15,789.41
FY2021	\$ 14,076.90	\$ 1,320.06	\$ 392.45	\$ 15,789.41
FY2022	\$ 14,076.90	\$ 1,320.06	\$ 392.45	\$ 15,789.41
FY2023	\$ 14,076.90	\$ 1,320.06	\$ 392.45	\$ 15,789.41
FY2024	\$ 14,076.90	\$ 1,320.06	\$ 392.45	\$ 15,789.41
FY2025	\$ 14,076.90	\$ 1,320.06	\$ 392.45	\$ 15,789.41
FY2026	\$ 14,076.90	\$ 1,320.06	\$ 392.45	\$ 15,789.41
FY2027	\$ 14,076.90	\$ 1,320.06	\$ 392.45	\$ 15,789.41
FY2028	\$ 14,076.90	\$ 1,320.06	\$ 392.45	\$ 15,789.41
FY2029	\$ 14,076.90	\$ 1,320.06	\$ 392.45	\$ 15,789.41
FY2030	\$ 14,076.90	\$ 1,320.06	\$ 392.45	\$ 15,789.41
FY2031	\$ 14,076.90	\$ 1,320.06	\$ 392.45	\$ 15,789.41
FY2032	\$ 14,076.90	\$ 1,320.06	\$ 392.45	\$ 15,789.41
FY2033	\$ 14,076.90	\$ 1,320.06	\$ 392.45	\$ 15,789.41
FY2034	\$ 14,076.90	\$ 1,320.06	\$ 392.45	\$ 15,789.41
Total:	\$ 295,614.90	\$ 27,721.26	\$ 8,241.45	\$ 331,577.61

NEWTON

Continued from Page C1

the team's quarterback coach, said he liked Newton's poise on the final drive.

"He looked comfortable and his eyes were in the right place and looking at the right things," Shu-

la said. "Mechanically I thought he was doing everything right. When you do all of those things and you are talented like he is, you are usually going to be successful."

Newton's winning touchdown drive comes one week after he led the Panthers into San Francisco

territory to set up the go-ahead field goal in a 10-9 win over the 49ers.

Newton finished with 209 yards passing and three TDs against the Patriots and also ran for 62 yards, including a highlight reel moment where he escaped five tackles and raced for a first down. ESPN tracked

the run and said Newton covered 75.8 yards while zigzagging around defenders to pick up a 14-yard gain and the first down.

"Phenomenal," Rivera said of the play.

"It's just fantastic, just watching Cam grow, watching him lead this team, watching him go 83

yards," wide receiver Steve Smith said after the game.

"You hear all about statistics, about other guys having game-winning drives. Now Cam has his game-

winning drive against a big team."

But Newton's heroics were overshadowed by the questions surrounding the game's final play.

PATRIOTS

Continued from Page C1

step into the throw as he usually does. The underthrown pass was intercepted by Robert Lester 4 yards into the end zone.

Gronkowski, about 5 yards behind Lester, couldn't move toward the ball with Kuechly bear-hugging him.

Referee Clete Blakeman conferred for a few seconds with back judge Terrence Miles, who threw the flag. Miles shook his head. Then

just gets better every year," Patriots defensive coordinator Matt Patricia said.

"He just understands what the defense is, what coverage he's getting, and puts the ball where he needs to put it."

So with a short week of practice, Belichick didn't want to waste time dwelling on the disputed play.

"It's not really our job to call the game. It's to play it and coach it. Whatever calls they make are the ones that we live with," he

not going to change."

The Patriots know that.

"Any time you go on the road against a tough opponent, you're going to have adversity. That call at the end of the game is a big call to make," running back Stevan Ridley said. "We just have to move on."

they had plenty of time to prepare for the Panthers (7-3). But their only lead, 20-17, came on Stephen Gostkowski's 26-yard field goal with 6:32 left.

The Panthers went ahead with 59 seconds remaining on Cam Newton's 25-yard pass to Ted Ginn Jr.

Then Brady threw 11 passes to get the ball to the Carolina 18 with 3 seconds to go.

Enough time for one play — and one controversy.

CITY OF AUBURN PUBLIC NOTICE

Notice is hereby given that the City of Auburn, Maine, will hold a public hearing on December 2, 2013 at 7PM or as soon as possible thereafter at the City Council Chambers in the Auburn Hall building for purposes of receiving public comments on the designation of its proposed Auburn Municipal Tax Increment Financing District #19 and the adoption of said Municipal Development and Tax Increment Finance District, pursuant to the provisions of Chapter 207 of Title 30-A of the Maine Revised Statutes.

The proposed Municipal Development and Tax Increment Financing District consists of certain property, approximately 8.53 acres. A copy of the proposed development program for the district is on file with the City Clerk and may be reviewed at the offices of the city clerk during normal business hours. All interested parties are invited to attend the public hearing and will be given an opportunity to be heard at that time.

CITY OF AUBURN PUBLIC NOTICE

Notice is hereby given that the City of Auburn, Maine, will hold a public hearing on December 2, 2013 at 7PM or as soon as possible thereafter at the City Council Chambers in the Auburn Hall building for purposes of receiving public comments on the designation of its amended Auburn Mall Revitalization Municipal Tax Increment Financing District #14, pursuant to the provisions of Chapter 207 of Title 30-A of the Maine Revised Statutes, as amended.

The proposed Amendment to the Municipal Development and Tax Increment Financing District consists of certain property, approximately 38.91 acres, located within the original District.

A copy of the amended proposed development program for the district is on file with the City Clerk and may be reviewed at the offices of the city clerk during normal business hours. All interested parties are invited to attend the public hearing and will be given an opportunity to be heard at that time.

NOTICE OF STATE RULEMAKING

PUBLIC INPUT FOR PROPOSED RULES

NOTICES are published each Wednesday to alert the public regarding state agency rule-making. You may obtain a copy of the rules at the Department of Marine Resources.

CONCISE SUMMARY: The Department of Marine Resources proposes changes to this regulation in Chapter 25.93(F) after

City of Auburn

December 2, 2013

TITLE: RESOLVE - Authorize the City Manager to Execute Documents - Auburn Municipal Tax Increment Finance District #18 - and submit to the Maine Department of Economic and Community Development.

WHEREAS, the City of Auburn, Maine ("City") is considering whether to designate Auburn Municipal Tax Increment Finance District #18 and adopt the Development Program for the District presented to the City Council, designation and adoption to be pursuant to the following terms and provisions; and

WHEREAS, the City is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, to designate specified areas within the City as a Municipal Development and Tax Increment Finance District (the "District") and to adopt a development program and financing plan for such a district; and

WHEREAS, the City continues to recognize the need for more commercial development in the City; and

WHEREAS, the City finds that there is a need to provide expanded employment opportunities for the citizens of Auburn, to improve and broaden the tax base of the City and to improve the general economy of the City, the surrounding region and the State of Maine; and

WHEREAS, the expansion of commercial development will enable the City to expand its tax base, improve the economic climate in order to attract additional businesses to the City; and

WHEREAS, there is a need to encourage the expansion, improvement and continuation of commercial facilities through the establishment of the Auburn Municipal Tax Increment Finance District #18 in accordance with the provisions of Chapter 206 of Title 30 - A; and

WHEREAS, on December 2, 2013 the City held a public hearing creating the "District" in accordance with the requirements of Maine Revised Statutes upon at

least ten (10) days prior notice published in newspaper of general circulation within the City; and

WHEREAS, the City desires to designate the Auburn Municipal Tax Increment Financing District #18 and adopt the development program for such a district; and

WHEREAS, it is expected that approval will be sought and obtained from the Maine Department of Economic and Community Development approving the designation of the District and the adoption of the Development Program for the District;

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

Section 1. The City hereby finds and determines that:

- A. At least 25%, by area, of the real property within the district, as hereby designated, is suitable for commercial development; and
- B. The total area of the District does not exceed 2% of the total acreage of the City, and the total area of all development districts within the City (including the District) does not exceed 5% of the total acreage of the City; and
- C. The total equalized value of taxable property within the District as of April 1, 2013 together with equalized value of taxable property in other existing districts does not exceed 5% of the total equalized value of taxable property within the City; and
- D. The designation of the District and pursuant to the development program will generate substantial economic benefits for the City and its residents, including employment opportunities, broadening in improving the tax base and serve as an economic stimulus and therefore constitutes a good and valid public purpose.

Section 2. Pursuant to Chapter 206 of Title 30 - A of the Maine Revised Statutes, as amended, the City hereby designates Auburn Municipal Tax Increment Financing District #18 Development Program, designated and described as more particularly set forth in the form attached hereto and presented to the City Council and such development program is hereby incorporated by reference into the Development Program for the District.

Section 3. The City Manager be, and hereby is, authorized, empowered and directed to submit the proposed designation of the District and the proposed Development Program for the District to the State of Maine Department of Economic and Community Development for review and approval pursuant to statutory requirements.

Section 4. The City Manager be, and hereby is, authorized and empowered, at his discretion, from time to time, to make such technical revisions to the Development Program for the District as may be reasonably necessary or convenient in order to facilitate the process for review and approval of the 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 Development Program.

Section 5. The foregoing designation of the District and the adoption of the Development Program for the District shall become final and shall take full force and effect upon receipt by the City of approval of the designation of the District and adoption of the Development Program by the Department of Economic and Community Development, without requirements of further action by the City, the City Council, or any other party.

Section 6. The City Manager be, and hereby is, authorized and directed to enter into the Credit Enhancement Agreement contemplated by the Development Program, and in the name of and on behalf of the City, such agreement to be in such form and to contain such terms and provisions, not inconsistent with the Development Program, as the City Manager may approve, such approval to be conclusively evidenced by such execution thereof.



City Council Agenda Information Sheet

City of Auburn

Council Meeting Date: December 2, 2013

Order 110-12022013

Author: Roland Miller

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

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

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

Subject: Amendment to the Lease/Purchase Agreement between Slap Shot LLC & Auburn

Information: The payment terms of the lease/purchase agreement are based upon: 1) The cost of the facility (\$8.5 million less the cost of infrastructure improvement contracts entered into by the City of Auburn in support of this facility and any purchased fixtures that become part of the real estate) amortized over 30 years at 4.5% interest; and any costs associated with taxes, insurance and utilities that are the responsibility of the landlord. All operational costs are the responsibility of the tenant (City of Auburn). A redline version of the amended lease is included in your package. These amendments establish occupancy date and accrual of interest (which will be added to the principle amount to be amortized) to begin on December 1, 2014. Furthermore, it establishes the date upon which payments will begin as July 1, 2014.

Financial:

Action Requested at this Meeting: Approval

Previous Meetings and History: Workshop 11-18-13

Attachments:

Lease Agreement

Order 110-12022013

A memo addressing Council questions will be provided at the meeting on 12/2/2013.

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

**City Council
Agenda Information Sheet**

City of Auburn

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

LEASE AGREEMENT

THIS LEASE AGREEMENT is dated this ___ day of ~~October, 2012~~December, 2013 by and between **Slap Shot, LLC** ~~or other entity formed by George Schott~~ (hereinafter referred to as "Landlord") and the **City of Auburn** (hereinafter referred to as "Tenant").

W I T N E S S E T H

FOR GOOD AND VALUABLE CONSIDERATION, and the mutual covenants contained herein, and intending to be legally bound hereby, Landlord and Tenant hereby agree with each other as follows:

1. Demised Premises and Improvements Thereon. Landlord, in consideration of the rents, terms, covenants, and agreements hereinafter set forth on the part of Tenant to be paid, kept, and performed, grants, demises, and lets to Tenant, and Tenant hereby takes and hires from Landlord, on the terms, covenants, provisions, and agreements hereinafter provided:

A building known as the Ice Arena to be constructed on that certain tract or parcel of land owned by the ~~the~~ City of Auburn (the "City Property") lying and being in the City of Auburn, County of Androscoggin, and State of Maine, as more particularly described in Exhibit "A" attached hereto (Quitclaim Deed With Covenant dated December 31, 2012 recorded in the Androscoggin County Registry of Deeds at Book 8573, Page 336) and made a part hereof, ~~together with the building known as the Ice Arena~~, and all easements, uses, including the storm water management facilities at the Auburn Plaza, as described below (except as the context may otherwise require, the above-mentioned premises being hereinafter referred to as the "Demised Premises").

In addition, the Demised Premises shall include non-exclusive use of parking spaces located in the north side of the Auburn Mall parking lot for the temporary parking of automobiles, easements to allow the Demised Premises to use all existing storm water

management facilities at the Auburn Plaza, and the use of all other public facilities at the Ice Arena together with all easements depicted on a certain Plan entitled "Site Plan - Plan of the Auburn Ice Arena," dated July 12, 2012, revised through August 8, 2012, all of which together are the Demised Premises.

Landlord also agrees to mark pedestrian walkways in the Auburn Mall parking areas and to designate pedestrian crossings over King's Way and all interior Auburn Mall roads as required.

To have and to hold the Demised Premises for and during the Term (as hereinafter defined); together with all and singular the appurtenances, rights, interest, easements, and privileges in any way appertaining thereto.

2. (a) Term. The initial term of this Lease shall be for a period of thirty (30) years beginning on July 1, 2014 or the date the Ice Arena is ready for occupancy as defined in Exhibit B, attached hereto, whichever date is later (the "Commencement Date") and ending on the date thirty (30) years from the Commencement Date (the "Term"). There shall be no renewal terms beyond the initial 30 year term unless mutually agreed upon by the Landlord and the Tenant. If Tenant occupies the Premises prior to July 1, 2014, interest shall accrue as of December 1, 2013 and be added to the principle, as set out in Paragraph 2 (b).

(b) Option to Purchase. During the initial term of the Lease and any extended term, Tenant shall have the exclusive option to purchase the Demised Premises from the Landlord. The purchase price shall be equal to (1) the total of all costs incurred by the Landlord to construct the Demised Premises, including but not limited to, hard and soft construction costs, commercially reasonable costs relating to the initial financing, Landlord's reasonable attorney's fees related to the negotiation of this project, and any prepayment penalty charged by the

Landlord's Lender which is the direct result of Tenant's exercise of its option, LESS (2) the total construction costs incurred by the City pursuant to the Construction Contract dated October ____, 2012 between the City of Lewiston and K&K Excavation, Inc., plus change orders, for (i) modification to the intersection of Turner Street and King's Way (right turn onto King's Way), (ii) rebuilding the access road that runs from Auburn, Plaza, Inc. to King's Way, (iii) construction of detention pond at the southeast corner of the City Property, (iv) tying into the detention pond abutting 670 Center Street (Arby's), and (v) site grading, together with any additional costs incurred by Tenant for improvements to the Demised Premises, to be negotiated in good faith by the parties prior to July 1, 2014, PLUS (3) interest accrued on the result of (1) minus (2) running from December 1, 2013 to July 1, 2014. (hereinafter "Purchase Price"). The Purchase Price shall not exceed Eight Million Five Hundred Thousand and 00/100 Dollars (\$8,500,000.00).:-

All monies paid directly by the Tenant for construction costs, site improvements, fixtures, excavation costs, and all other monies expended directly on the construction of the Ice Arenas shall be deducted from the purchase price prior to purchase. The parties shall negotiate in good faith regarding disputes over amounts which are to be deducted from the purchase price, and the Tenant shall provide the Landlord evidence of all monies which have been spent in regards to the construction of the Demised Premises. In the event of a sale of the Demised Premises each party shall bear its own costs incurred in the sale, any closing costs, State of Maine transfer taxes and any other costs directly attributable to the sale.

The Purchase Price shall be further reduced by that portion of the base rental payments made by the Tenant to the Landlord during the term of this Lease which would have been allocated to principal if the Tenant had purchased the Premises from the Landlord on the

Commencement Date, with no down payment, 4.5% interest (with adjustment for interest adjustments as provided for later in this Lease) over a 30 year amortization at the Purchase Price paid pursuant to Owner Financing. The balance of the Purchase Price shall be paid to the Landlord at Closing in lawful currency of the United States in immediately available funds.

This option to purchase may be exercised by the Tenant at any time following the ~~Ce~~ommencement ~~De~~ate, by giving the Landlord six (6) months notice of its intention to purchase. Upon written notification the parties shall negotiate and execute a purchase and sale agreement reflecting the final terms of the sale.

In the case of non-appropriation pursuant to paragraph 33, Tenant shall have the right to exercise the purchase option upon notice of non-appropriation.

3. Rent. (a) Tenant covenants and agrees to pay to Landlord, at the address set forth in Section 23, or at such other place or places as Landlord shall from time to time designate in writing, for and throughout each Lease Year of years 1 through 5 commencing on July 1, 2014, a net annual base rent which is equal to the Purchase Price, together with any interest accrued prior to July 1, 2014, (Base Rent) amortized over thirty (30) years at a fixed interest rate of 4.5%.

(b) The rent for years 6-10 shall be determined based on the total amount of the Base Rent then outstanding amortized over twenty five (25) years, at an interest rate equal to the then rate charged by the current lender for the construction of the Demised Premises or if there is no current lender at a commercially reasonable rate available for this type of financing, which shall be reasonably agreed to by the parties.

(c) The rent for years 11-15 shall be determined based on the Bases Rent then outstanding amortized over twenty (20) years at an interest rate equal to the then rate charged by the current lender for the construction of the Demised Premises or if there is no current lender at

a commercially reasonable rate available for this type of financing, which shall be reasonably agreed to by the parties.

(d) The rent for years 16-20 shall be determined based on the Base Rent then outstanding amortized over fifteen (15) years at an interest rate equal to the then rate charged by the current lender for the construction of the Demised Premises or if there is no current lender at a commercially reasonable rate available for this type of financing, which shall be reasonably agreed to by the parties.

(e) The rent for years 21-25 shall be determined based on the Base Rent then outstanding amortized over ten (10) years at an interest rate equal to the then rate charged by the current lender for the construction of the Demised Premises or if there is no current lender at a commercially reasonable rate available for this type of financing, which shall be reasonably agreed to by the parties.

(f) The rent for years 26-30 shall be determined based on the Base Rent then outstanding amortized over five (5) years at an interest rate equal to the then rate charged by the current lender for the construction of the Demised Premises or if there is no current lender at a commercially reasonable rate available for this type of financing, which shall be reasonably agreed to by the parties.

At the conclusion of which period the remainder of the Purchase Price, minus any payments of Base Rent, shall be paid in full and landlord shall transfer all right, title and interest it holds in the Demised Premises to Tenant.

(g) All rent payments shall be made directly to the Landlord unless Tenant receives notice from the Mortgagee that Landlord is in default of any payments under the construction and/or takeout financing. Upon default Tenant shall be entitled to make all

payments of rent directly to the Mortgagee in amounts sufficient to cover current rent and any deficiencies which may exist. Provided Tenant is current on its payments, during any period in which Landlord is in payment default regarding his financing, Landlord shall forfeit the equity portion of the payment, which is defined as the pro rata portion of the rental payment that is not related to repayment of Landlord's outstanding construction financing of the Demised Premises.

The payment of the rent shall be in addition to and above all other sums and additional payments to be made and paid by Tenant as set forth in this Lease.

4. Use. The use of the Premises should be used for all legal purposes and activities.

5. Taxes. Tenant shall be responsible for all real estate taxes and personal property taxes assessed on the Premises [commencing November 15, 2013 and](#) during the term of this Lease. Notwithstanding the above, in the event that the Auburn City Council shall adopt a Tax Increment Financing Plan (TIF) during the term of this lease that contains a Credit Enhancement provision which results in the reimbursement of tax liability to Landlord, then taxes to be paid by Tenant shall be limited to the non-reimbursable portion of any real estate taxes remaining to be paid by Landlord.

6. Insurance. (a) [Commencing November 15, 2013 and d](#)During the Term of this Lease, Tenant covenants and agrees, at its sole cost and expense, to obtain, keep, and maintain the following policies of insurance in full force and effect for the mutual benefit of Landlord, Tenant, the holder(s) of mortgage(s):

- i. A commercial general liability policy including a combined single limit of \$400,000.00 per Maine Tort Claims Act with respect to bodily injury, death or property damage; and

ii. During any construction or alteration of the Improvements following the Commencement Date, Tenant shall keep in force for the protection of Landlord and Tenant workers' compensation insurance coverage with an insurance carrier licensed to do business in the State of Maine, covering all persons employed by Tenant, or its contractors, in connection with the construction of the Improvements and satisfying the requirements of the statutes of the State of Maine; and

iii. Tenant's trade fixtures, leasehold improvements and personal property upon the Demised Premises shall be held at Tenant's own risk, and Tenant shall, during the term of the Lease, maintain in place commercially reasonable casualty insurance policies, naming Landlord and Tenant, as their interests may appear.

(b) Landlord's Insurance. i. At all times, Landlord shall insure all buildings, for at least their full reasonable replacement value and shall also provide Landlord's normal liability coverages for the Auburn Malls parking and all other reasonable types of insurance in amounts as Landlord deems necessary or desirable for insuring the Ice Arena and Premises, which policies shall name Landlord and Tenant as their interests may appear.

ii. Landlord may obtain his own Commercial General Liability Insurance, including Contractual Liability Insurance coverage, covering the Demised Premises under which the Landlord and such other persons as are in privity of estate with Landlord and/or Tenant, as may be set out in notice from time to time, and under which the insurer agrees to hold Landlord (and those in privity of estate with Landlord) harmless from and against all costs, expenses and/or liability arising from any accident, injury or damage whatsoever caused to any person occurring during the Term of this Lease in or about the Premises.

iii. Tenant shall pay to Landlord, as additional rent, the reasonable cost of the insurance to be maintained by Landlord under this paragraph (b).

iv. The applicable insurance policies shall include a provision which shall make said policies non-cancelable without at least thirty (30) days prior written notice to all parties. Copies of the required insurance policies, or certificates thereof, shall be delivered to Landlord and Tenant, respectively, prior to the commencement date and thereafter at least thirty (30) days prior to the expiration of such policies.

All policies of insurance obtained by Landlord, which are to be paid for by Tenant, shall be subject to the reasonable approval, of Tenant. If not approved by the Tenant, the Tenant shall provide a comparable policy subject to the reasonable approval of Landlord.

(b) If Tenant fails to procure the aforesaid insurance policies and pay the premiums for the same and deliver all such certificates of insurance or duplicate originals thereof to Landlord within the time provided for in this Lease, Landlord shall nevertheless have the right, without being obligated to do so, to procure such insurance and pay the premiums therefor, and all such premiums paid by Landlord together with interest at the Default Rate from the time of payment until paid, shall be repaid to Landlord on demand as additional rent, and Tenant's failure to repay the same as aforesaid shall constitute a default under this Lease.

(c) To the extent obtainable, all insurance policies carried by either party covering the Demised Premises or the Improvements, including but not limited to contents, fire, casualty, and other insurance, shall expressly waive any right of the insurer against the other party and the holders of the mortgages described in Sections 13 and 14 hereof. The parties hereto agree that their insurance policies will include such waiver clause or endorsement so long as the same shall not be charged therefor, or so long as the other party pays such extra cost. If extra cost shall be

chargeable therefor, each party shall advise the other thereof and of the amount of the extra cost and the other party, at its election, may pay the same, but shall not be obligated to do so. Where applicable, policies shall name the Landlord as an additional named insured.

7. Indemnity.

(a) Tenant covenants and agrees that from and after ~~the Commencement Date~~November 15, 2013, Landlord shall have no, and Tenant hereby releases Landlord from any, liability or responsibility for damages for any personal injury or injuries, death(s), damages, or losses to any person(s) or property that may be suffered or sustained by Tenant or subtenant(s) or any of their respective agents, servants, employees, patrons, customers, invitees, visitors, licensees, departments, and concessionaires or by any other person or persons in, on or about the Property or any part thereof, arising from Tenant's failure to keep or cause to be kept the Property in good condition and repair, or arising from the use or occupancy of the Property by Tenant or subtenant(s) or any of their respective agents, servants, employees, patrons, customers, invitees, visitors, licensees, departments, and concessionaires. Notwithstanding the above, nothing herein shall be construed or deemed a waiver of tenant's rights and immunity under the Maine Tort Claims Act.

(b) Tenant covenants and agrees to indemnify and save Landlord harmless from and against any and all liability, costs and expenses, including reasonable attorneys fees, for damages, losses, injuries, or death to persons or damages or losses to property which may be imposed upon or incurred by or asserted against Landlord as to any of the matters, provisions and conditions set forth in Section 7(a); in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense, with counsel satisfactory to Landlord.

(c) Landlord covenants and agrees to indemnify and save Tenant harmless from and against all liability costs and expenses, including reasonable attorney's fees, for damages, losses, injuries, or death to persons or damages or losses to property which may be imposed upon or incurred by or asserted against Tenant in any action or proceeding against Tenant arising from the negligent acts or omissions of Landlord, its agents, servants, employees, or invitees.

8. Condemnation. If the entire Demised Premises is taken by the exercise of the right of eminent domain, then this Lease shall terminate as of the date of taking of possession by the condemning authorities with the same force and effect as if said date had been originally fixed herein as the expiration date of the Term of this Lease. In the event the Lease shall terminate or be terminated, the Purchase Price due under paragraph 2(b) less the amount paid by the condemning authority to Landlord shall be paid by Tenant to Landlord within 30 days of said taking.

9. Leasehold Financing.

(a.) Notwithstanding anything to the contrary contained in this Lease, Tenant shall have the right, at any time and from time to time, to mortgage its Leasehold interest herein demised on such terms, conditions, and maturity as Tenant shall determine, and to enter into any and all extensions, modifications, amendments, replacement(s), and refinancing(s) of any such Leasehold mortgage as Tenant may desire. Any such Leasehold mortgage (the "Leasehold Mortgage") shall be subject and subordinate to the terms and provisions of this Lease. In no event shall the Leasehold Mortgage encumber Landlord's fee interests in the Demised Premises, nor shall Landlord be obligated to execute any instrument in connection therewith.

(b). If Tenant shall mortgage said Leasehold interest, then, so long as any such Leasehold Mortgage shall remain unsatisfied of record, the following provisions shall apply,

notwithstanding anything to the contrary contained in this Lease, and any pertinent provisions of this Lease shall be deemed to be amended and modified to the extent necessary so as to provide as follows:

- i. If the holder of any Leasehold Mortgage shall register with Landlord his or its name and address in writing, there shall be no cancellation, surrender, acceptance or surrender, or modification of this Lease without prior notice to such Leasehold Mortgage holder; and
- ii. If the holder of any Leasehold Mortgage shall register with Landlord his or its name and address in writing, Landlord, on serving on Tenant any notice of default or any other notice pursuant to the provisions of, or with respect to, this Lease, shall at the same time serve a duplicate counterpart of such notice on such Leasehold Mortgage holder; and
- iii. Such Leasehold Mortgage holder, in the event Tenant shall be in default hereunder, shall have the right, within the period and otherwise as herein provided, to remedy or cause to be remedied such default, and Landlord shall accept such performance by or at the instigation of such Leasehold Mortgage holder as if the same had been performed by Tenant; and
- iv. Notwithstanding anything herein contained to the contrary, during such time as the Leasehold Mortgage remains unsatisfied of record, if an event or events shall occur which shall entitle Landlord to terminate this Lease, and if before the expiration of thirty (30) days after the effective date of notice of termination under this Lease such Leasehold Mortgage holder shall have paid to Landlord all rent and additional rent and other payments herein provided or then in default, and

shall have complied with all the other requirements of this Lease, if any, then in default, then Landlord shall not be entitled to terminate this Lease and any notice of termination theretofore given shall be void and of no effect, provided, however, that nothing herein contained shall in any way affect, diminish, or impair Landlord's right to terminate this Lease (if such default is not cured within said thirty (30) day period) or to enforce any other remedy in the event of the nonpayment of any such rent and additional rent thereafter payable by Tenant or in case of any other subsequent default in the performance of any of the obligations of Tenant hereunder, in accordance with this Lease, subject, however, to all of the provisions of this Section.

(c) If any Leasehold Mortgage holder acquires title to Tenant's interest in the Leasehold estate created hereby, such Leasehold Mortgage holder shall be obligated to assume and perform each and every one of Tenant's obligations and covenants hereunder.

10. Assignment and Subletting.

(a) This Lease may not be assigned in whole or in part. Tenant may sublet all or any portion of the Demised Premises, but any sublet shall not change the liability of the Tenant herewith, and shall be subject to the terms and conditions of this Lease and the approval of Landlord, which approval shall not be unreasonably withheld.

(b) Landlord's right to sell, convey or transfer its fee title in the Demised Premises shall at all times be subject to Tenant's option to purchase which option shall be exercisable by Tenant upon Landlord's acceptance of any bona fide purchase agreement, change of ownership of fifty (50) percent or more of Landlord or death of George Schott, except as set out in

Paragraph 2 of this Lease or upon default of the Tenant which is not cured pursuant to Paragraph 11 below.

11. Default of Tenant. If, at any time subsequent to the date of this Lease, any one or more of the following events shall occur: (i) Tenant shall default in the payment of basic rent or additional rent and such default shall continue for thirty (30) days after written notice to Tenant from Landlord; (ii) Tenant shall assign, transfer, encumber, sublet or permit the use of the Premise by others except in a manner permitted in Paragraph 10 and 4; (iii) Tenant shall be adjudicated a bankrupt, whether voluntarily or involuntarily, or make any general assignment for the benefit of creditors, or take or attempt to take the benefit of insolvency, receivership or bankruptcy act, or a receiver or trustee shall be appointed for, or take possession of all or a substantial part of the property of Tenant or Tenant's leasehold interest; (iv) Tenant shall vacate or abandon the Premises; (v) there shall be any attachment, execution or other judicial seizure of all or any substantial part of the assets of Tenant or Tenant's leasehold, which such attachment, execution or seizure is not discharged within sixty (60) days; (vi) Tenant shall default under the terms of ~~the~~any Ground Lease between the parties; (vii) Tenant shall default in the performance or observance or any other covenant herein contained to be performed or observed by it and shall fail to cure such default within thirty (30) days after notice thereof from Landlord or, if such default shall reasonably require longer than thirty (30) days to cure and Tenant shall fail to commence to cure such default within a reasonable time after the date of such notice thereof, and prosecute the curing and completion of same with due diligence, then in any such case, while such default ~~exist~~exists, Landlord may, at its option, refrain from terminating Tenant's right of possession and enforce against Tenant the provisions of this Lease for the full term thereof, or give to Tenant a written notice of its intention to terminate this Lease, in which the latter event

the term hereof shall expire at noon upon the thirtieth business day following the day upon which such notice is given as fully and completely as if that day was the date fixed for the expiration of the term, without the necessity of any legal process whatsoever; provided always, however, that Tenant shall remain liable to pay the monthly deficiencies throughout the full stated term of this Lease as hereinafter provided. Tenant upon such a termination of this Lease shall thereupon quit and surrender the Premises to Landlord and Landlord, its agents and servants, may, immediately or at any time thereafter, reenter the premises and dispossess the Tenant, and remove any and all persons and any or all property therefrom, either by summary possession proceedings or by any suitable action or proceeding at law, or by force or otherwise, without being liable to prosecution or damage therefor (and no person claiming through or under Tenant or by virtue of any statute or of any order of any court shall be entitled ~~to possess force or otherwise, without being liable to prosecution or damage therefor (and no person claiming through or under Tenant or by virtue of any statute or of any order of any court shall be entitled~~ to possession of the Premises).

In the event of any such reentry or retaking by Landlord, Tenant shall nevertheless remain in all events liable and answerable for the full rental to the date of retaking or reentry, and Tenant shall also be and remain answerable in damages for the deficiency of loss of rents which Landlord may thereby sustain in respect of the balance of the term.

Tenant shall pay and indemnify the Landlord against all costs, charges and expenses, including reasonable counsel fees incurred by the Landlord in connection with enforcement of its rights under this lease, whether or not suit is commenced, including the collection of rents or other amounts due under this lease, or in obtaining possession of the Premises after the default of Tenant or after the Tenant's default in surrendering possession upon the expiration or earlier

termination of the term of this lease or extended term, or enforcing any covenants of the Tenant herein contained.

12. Default of Landlord. In the event that the Landlord shall default in the observance or performance of any of the Landlord's covenants, obligations, or agreements hereunder and such default shall not be cured within thirty (30) days following written notice from the Tenant of such default, Tenant shall be entitled to all remedies available to Tenant at law or equity, including without limitation, the right to cure any default on behalf of the Landlord and deduct the cost of said cure from future rent payments. Default of Landlord shall include any default of Landlord pursuant to any loan documents evidencing the financing of the Demised Premises.

13. Subordination Clause. This lease shall be subject and subordinate at all times to the lien of any mortgage or encumbrances, which may now or may at any time hereafter be made a lien upon the buildings of which the Premises are a part or upon Landlord's interest therein. Tenant shall execute and deliver such further instrument or instruments subordinating this lease to the lien of any mortgage and encumbrances as shall be desired by any mortgagee or party secured or proposed mortgagee or any party proposed to be secured; and Tenant hereby appoints Landlord the attorney in fact of Tenant, irrevocably, to execute and deliver any such instruments for Tenant. Landlord covenants and agrees that the Demised Premises shall not, except for the original financing, refinancing, modification or extension of the original financing, be pledged or used for purposes of security or collateral without the express written consent of Tenant.

14. Surrender of Premises. Tenant agrees to remove from the Premises, at the expiration or other termination of this Lease, all goods and effects not belonging to Landlord, and to surrender possession of the Premises and all fixtures and furnishings connected therewith in good repair, order and condition in all respects, reasonable wear and use thereof and damage by fire or

other casualty not caused by the acts or negligence of the Tenant, its employees, agents or invitees, only excepted; and if Tenant shall have made any alterations or improvements in or to the Premises whether consented to by the Landlord or not, Tenant shall, if requested to do so by the Landlord in writing prior to the expiration of the term of this Lease, remove the same or such thereof as may be specified in such notice, and repair any damage caused by such removal, all at Tenant's expense. If Tenant shall fail to perform any of the foregoing obligations, Landlord is authorized to do so in Tenant's behalf and at Tenant's request.

15. Alterations. Subject to the provisions of this Lease, Tenant shall have the right, at all times during the continuance of this Lease and at its own cost and expense, to make such changes, improvements, alterations and additions to the Demised Premises, erect such building(s) and/or improvements thereon as Tenant may desire provided that no such changes, improvements, alterations or additions shall diminish the value of the improvements. All alterations, additions, or improvements, whether made by the Landlord or the Tenant, shall be done in a good and workmanlike manner in full compliance with all Federal, State, and Municipal laws, ordinances, rules, and regulations and in accordance with the specifications, requirements, and standards of any regulatory authority having jurisdiction over the Premises.

Except as otherwise provided, the Landlord shall not be responsible for any costs of construction arising from alterations or the erection of any additions or improvements to be done by the Tenant, nor for any lien or other obligation involved in such repair or construction. No work may be commenced until the Tenant has provided written notice to all parties who will perform work, on behalf

of the Tenant, that the Landlord will not be responsible for the same as provided in 10 M.R.S.A. §3252, as amended, or any successor thereto. The Tenant agrees to furnish the Landlord with the names, addresses, and telephone numbers of all parties to whom it shall become obligated for payment of monies for construction to be done on the Premises at the time when the Tenant shall have contracted with the parties to commence work on the Premises for the Tenant. The Tenant agrees to indemnify and hold the Landlord harmless from and against any lien or claim of the Tenant's creditors on account of such additions, alterations, or improvements. If, for any reason, a mechanic's lien is placed on the Premises as a result of work done by or for the Tenant, the Tenant shall immediately cause said lien to be extinguished or bonded over without any further request or action on the part of the Landlord, failing which the Tenant shall be in default hereunder.

16. Maintenance. Tenant shall be responsible for all maintenance which may be required to the Demised Premises commencing November 15, 2013 and during the term of this Lease. Maintenance shall include, but not be limited to, the structure, all interior and exterior systems, including the electrical, water, air conditioning and heating, and ventilation systems, and a schedule of building maintenance shall be provided to Landlord by the Tenant upon execution of this Lease. Any failure by Tenant to maintain the building and the systems to a reasonable standard shall be a default under this Lease. In addition to the right to terminate this Lease for default, Landlord reserves the right to enter the Demised Premises and to complete all required maintenance which the Tenant fails to complete and shall have the right to charge any costs associated back to the Tenant plus ten (10) percent of the cost, as additional rent. The Landlord

shall not be liable for any damage occasioned by the Tenant's failure to keep the Premises in repair as set forth in this agreement.

17. Utilities. Landlord shall be responsible for bringing and hooking up all utility services to the building. ~~Upon occupancy of the building~~Commencing November 15, 2013 and during the term of the Lease, the Tenant shall be responsible for hooking up and paying for all utilities which may be required, including trash removal from the Premises. ~~Landlord shall be responsible for agreed to snowplowing of parking areas for the Demised Premises, which cost shall be reimbursed by Tenant to Landlord at commercially customary price and terms as the parties may agree.~~ Tenant shall be responsible for any snow removal from parking areas on the Demised Premises, excluding any Auburn Mall parking areas, as required, and for clearing all pedestrian walkways and accesses to the building.

18. Landlord's Right of Access. Landlord, upon twenty-four (24) hours notice to the Tenant, or without prior notice if an emergency exists, shall have the right at all reasonable times of access to the Demised Premises for inspection of the Demised Premises. If emergency access is required by the Landlord due to maintenance or other emergency issue(s), Landlord shall have the right of immediate access but shall notify the Tenant as soon as possible following the emergency access.

19. Estoppel Certificates. Landlord and Tenant shall, without charge at any time and from time to time, within ten (10) days after the request by the other party, certify by written instrument in recordable form and deliver to the other party, or any mortgagees selected by the other party:

(a) That this Lease is unmodified and in full force and effect, (or, if there has been a modification, that the same is in full force and effect as modified and stating the modification); and

(b) The dates, if any, to which the Base Rent and additional rent, and other charges hereunder payable to Landlord have been paid in advance; and

(c) Whether, to the best of such party's knowledge, there is or is not in default in the performance of any covenant, condition or agreement to be performed by the other party and the nature of such default, if any; and

(d) Such other pertinent information as the requesting party may reasonably request.

20. Possession and Ownership Upon Termination. Upon termination of this Lease, all improvements on the property, including any improvements which have been made by the Tenant subsequent to occupancy of the Premises, shall pass with the real estate to Landlord and shall be owned solely by the Landlord.

21. Holdover. If Tenant or any party claiming through or under Tenant shall remain or continue to be in possession of the Demised Premises or any part thereof after the termination of this Lease, then, at Landlord's option, Tenant or such party or both shall be deemed to be illegally retaining possession or Tenant or such party or both shall be deemed to be a month to month Tenant of the Demised Premises on all of the terms and conditions of this Lease.

22. Partial Invalidity. If any term, covenant, condition, or provision of this Lease or the application thereof to any person or circumstances shall, at any time or to any event, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which this Lease is held invalid or unenforceable,

shall not be affected thereby, and each term, covenant, condition, and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

23. Written Notices. Whenever under the terms of this Lease a written notice is required, or whenever a written notice or communication is sent, the same shall be personally delivered or given by registered or certified mail. Any such notice shall be deemed to be given on the earlier of:

a. the term which such notice is actually received; or

b. the third business day following its deposit with the United States Postal Service, postage prepaid, addressed as follows:

If intended for Landlord, to:

Slap Shot, LLC
George Schott
PO Box 9340
Auburn, Maine 04210

With a copy to:

~~Daniel A. D'Auteuil, Jr.~~
~~Isaacson & Raymond, P.A.~~
~~PO Box 891~~
~~Lewiston, ME 04243-0891~~
Shawn K. Bell
The Bell Firm, P.A.
P.O. Box 1776
Lewiston, Maine 04241-1776

If intended for Tenant, to:

City Manager
City of Auburn
60 Court Street, Suite 246
Auburn, ME 04210

With a copy to:

John W. Conway, Esq.
Linnell, Choate & Webber
P.O. Box 190
Auburn, ME 04212-0190

Any party may change the address to which its future notices shall be sent by notice given as above, to be effective only upon actual receipt.

24. Binding on Successors and Assigns. Except as otherwise provided in this Lease, all covenants, agreements, provisions, and conditions of this Lease shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives, successors, and assigns. No modification or termination of this Lease shall be binding unless evidenced by an agreement in writing signed by Landlord and Tenant.

25. Broker. Landlord and Tenant each warrant, covenant, and agree with the other that no broker brought about this Lease, nor was any broker involved in the negotiations leading to its consummation.

26. No Merger. Notwithstanding any provision of this Lease to the contrary, if at any time or times during the term of this Lease or any renewal(s) or extension(s) thereof, Landlord and Tenant shall be the same person, party, or entity, Landlord's and Tenant's interests shall remain separate and distinct, and shall not be merged into one estate, so as to cancel, terminate, or extinguish this Lease by law or otherwise.

27. Captions. The captions of the Sections of this instrument are solely for convenience and shall not be deemed a part of this instrument for the purpose of construing the meaning thereof, or for any other purpose.

28. Quiet Enjoyment. Landlord agrees, covenants, and warrants that as long as Tenant faithfully performs the agreement, terms, covenants, and conditions of this Lease within the grace periods and extended periods for any unavoidable delays, Tenant shall peaceably and quietly

have, hold, and enjoy the Demised Premises for the term and extensions thereof hereby granted without molestation or disturbance by or from Landlord.

29. No Waiver. No waiver of any covenant or condition contained in this Lease or of any breach of any such covenant or condition shall constitute a waiver of any subsequent breach of such covenant or condition by either party, or justify or authorize the nonobservance on any other occasion of the same or any other covenant or condition hereof of either party.

30. Interpretation. This Lease shall be construed in accordance with the law of the State of Maine. Whenever the contents of any provision shall require it, the singular number shall be held to include the plural number, and vice versa. The neutral gender includes the masculine and the feminine.

31. Entire Agreement. This Lease contains the entire agreement of the parties hereto with respect to the letting and hiring of the Demised Premises described above and this Lease may not be amended, modified, released, or discharged, in whole or in part, except by an instrument in writing signed by the parties hereto, their respective successors or assigns.

32. Recording. Landlord and Tenant agree not to record this Lease, but each party hereto agrees, upon request of the other, to execute a Memorandum of Lease in recordable form and satisfactory to future Landlord and Tenant. In no event shall such memorandum set forth the rent or other charges payable by Tenant under this Lease and any such memorandum shall expressly state it is executed pursuant to the provisions contained in this Lease and is not intended to vary the terms and conditions hereof.

33. Contingencies.

(a) This Lease Agreement is subject to final approval by the Auburn City Council.

Following Auburn City Council approval, in the case that there is a voter initiative referendum which meets the requirements of the City of Auburn Charter to require reconsideration of the City Council order to approve the lease, the obligations under the lease shall be suspended until a vote of reconsideration is held and the results are confirmed. During the period of the referendum, Tenant will reimburse the Landlord for expenses actually incurred for construction of the ice arena, not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00). Any amounts exceeding the \$250,000.00 shall be the expense of the Landlord and will only be reimbursed if the referendum fails to reverse the City Council approval of the lease, and the ice arena is actually constructed to specification.

(b) Notwithstanding the terms and conditions of this Lease, if, at any time, the legislative body for the City of Auburn fails to appropriate monies for the payment of rent required by this Lease, Tenant shall so notify Landlord of the non-appropriation, and this Lease shall terminate, subject to the conditions set out in subparagraph (c) of this paragraph.

(c) In case of the City exercising its right of non-appropriation, it shall give the Landlord two year's written notice of such non-appropriation. During the notice period the Tenant shall remain obligated under the Lease and shall also be liable for two year's additional rental payments following the termination of the Lease. Said amount shall be due and payable one year following the end of the non-appropriation notice period.

(d) In case of non-appropriation the City agrees not to construct, on its own or together with any third party, an ice arena which would compete with the Demised Premises for the duration of Landlord's ownership of the Ice Arena or ten years, whichever is less. For purposes of this section, Landlord shall be deemed to have ceased ownership if the Landlord's principle, George Schott, shall sell, convey or transfer 50% or more of ownership interests in

Landlord. In case of breach of this provision, Landlord shall be entitled to injunctive relief, together with any remedies available at law.

34. Late Charge. Notwithstanding the foregoing, in the event that the Tenant fails to pay any rental amount within the same period allowed by Landlord's Lender but in no event greater than 15 days from the date when due, the Landlord shall have the right to impose a late charge of Five Percent (5%) per month for each month that the rent remains unpaid; provided, however, that the imposition of such a late charge by the Landlord shall not constitute a waiver of the Tenant's default by the Landlord or otherwise prevent the Landlord from pursuing any other remedies available to the Landlord under this Lease.

35. No Joint Venture: Landlord shall not become or be deemed to be a partner or joint venturer with Tenant by reason of the provisions of this Lease.

36. Ice Arena Construction: (a) Specifications: Landlord agrees to construct an Ice Arena (the "Ice Arena") and related site improvements on the Premises pursuant to the following specifications (the "Specifications"): as set forth in Exhibit C.

37. Net Lease: The parties acknowledge that it is their intention that this Lease shall be an absolute net lease, so-called, and that except as otherwise expressly provided herein, Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations in, about or to the Premise and Tenant shall assume full and sole responsibility for the condition, operation, repair, replacement, and maintenance of the Premises, including the Ice Arena and all other improvements located thereon and hereby waives any rights created by any law now or hereafter in force that would require Landlord to make repairs to the Premises.

38. Environmental: (a) For purposes of this Lease, the term "Hazardous Materials" shall mean and include any and all hazardous, pathological, radioactive, special, medical, toxic or

dangerous waste substance or material, including pollutants, contaminants, underground storage tanks, asbestos, waste oil, lube oil, fuel and petroleum products, defined in, or regulated by, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 USC Section 9601, et. seq.), the Hazardous Materials Transportation Act (49 USC Section 1802, et. seq.) and the Resource Conservation and Recovery Act (42 USC Section 6901, et. seq.) or any other federal, state or local statute, law, ordinance, code, rule, regulation, guideline, order or decree regulating, relating to or imposing liability or standards of conduct concerning the environment or any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect (collectively, "Environmental Laws").

(b) Tenant agrees, at its sole expense, to comply with all Environmental Laws affecting the Premises. Tenant shall not install any underground storage tanks on the Premises. Tenant shall not discharge, release, store, create, use, move onto or remove from the Leased Premises any Hazardous Materials. Upon request of Landlord, Tenant shall provide Landlord with a material safety data sheet with respect to each Hazardous Material which Tenant utilizes on the Premises. If Landlord, in its sole judgment, reasonably believes, in good faith, that Tenant has caused the Premises or the surrounding environment to become contaminated with Hazardous Materials or that Tenant has violated any Environmental Laws, Landlord may, in addition to its other rights under this Lease, enter upon the Premises and obtain samples from the Premises, including the soil and groundwater, to determine whether and to what extent the Premises or the surrounding environment have become contaminated. Such testing shall be performed at Landlord's expense unless such tests indicate that Tenant has contaminated the Premises or the environment with Hazardous Materials or that Tenant has violated any Environmental Laws, in which case Tenant shall pay the cost of such testing upon demand. In the event that it is found that Tenant contaminated the Premises or the

environment with Hazardous Materials, Tenant shall take all necessary steps to fully remove such Hazardous Material from the Premises, any adjacent property and the environment including, but not limited to, the cost of any required or necessary repair, cleanup or detoxification and preparation of any closure or other remediation plans in connection therewith, all to the reasonable satisfaction of Landlord. Tenant further covenants and agrees: (i) that, with respect to any Hazardous Materials which Tenant, its agents or employees, may use, handle, store or generate in the conduct of its business at the Premises Tenant will comply with all applicable Environmental Laws which relate to the treatment, storage, transportation and handling of the Hazardous Materials; (ii) that Tenant will in no event permit or cause any disposal of Hazardous Materials in, on or about the Premises and in particular will not deposit any Hazardous Materials in, on or about the floor or in any drainage system or in the trash containers which are customarily used for the disposal of solid waste; (iii) that with respect to any off-site disposal, shipment, storage, recycling or transportation of any Hazardous Materials, it shall properly package the Hazardous Materials and shall cause to be executed and duly filed and retained all records required by federal, state or local law; (iv) that at all reasonable times, upon reasonable prior notice, it shall permit Landlord or its agent or employees to enter the Premises to inspect the same for compliance with the terms of this Section and will further provide upon ten (10) days notice from Landlord copies of all records which Tenant may be obligated to obtain and keep in accordance with the terms of this Section 39; (v) that upon termination of this Lease, it shall at Tenant's expense, remove all Hazardous Materials placed on the Premises by Tenant from the Premises and, if applicable, comply with Maine and federal law as the same may be amended from time to time, including without limitation Chapter 851 of the Regulations for the Maine Department of Environmental Protection, Section 11 relating to "Closure."

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly

executed the day and year first above written.

WITNESS

SLAP SHOT, LLC

By: _____

George Schott

Its: MANAGER

WITNESS

CITY OF AUBURN

By: _____

Its: _____

Exhibit B

Lease Commencement Contingencies

The Commencement Date of the lease shall occur upon completion to the reasonable satisfaction of the Tenant:

~~1. Ice Arena completed to specifications, all punch list items completed, all lien waivers received from contractors, subcontractors, material suppliers; all approvals and permits required in final form; building approved for occupancy ("Occupancy Date"). If occupancy of the Premises is available to Tenant prior to full completion of the improvements, and the Tenant chooses to occupy the Premises, despite the fact that all improvements are not complete, then this shall be deemed the "Partial Occupancy Date", and all interest which is to accrue prior to July 1, 2014 shall be based on the agreed upon project value as partially complete ("Occupancy Value"), unless full occupancy occurs within 30 days of Partial Occupancy Date, in which case the full project value shall be used to compute any accrued interest.~~

2.1. Landlord obtains all financing to his satisfaction. All financing of Landlord includes the condition that Tenant is to be notified of any default at same time as Landlord, and Tenant is authorized to receive all information regarding loan status and is authorized to make loan payments directly to any lender in lieu of rent.

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



Jonathan LaBonte, Mayor

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

IN CITY COUNCIL

ORDER 110-12022013

ORDERED that the lease agreement between Slap Shot, LLC and the City of Auburn (executed on October 25, 2012) is amended to: 1) establish the occupancy date for tenant at November 15, 2013; 2) establish the date for the accrual of interest, to be added to the cost of the facility, at December 1, 2013; and 3) define the formula for computing the amount subject to a 30 year amortization at 4.5% (thereby determining the rent amount).



City Council Information Sheet

City of Auburn

Council Meeting Date: December 2, 2013

Subject: Executive Session

Information: Discussion on Labor Negotiations (MAP Police Patrol), pursuant to 1 M.R.S.A. §405(6)(D). No action required.

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

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