



# City Council Meeting and Workshop

## September 8, 2014

### Agenda

#### 5:30 P.M. Workshop

- A. Auto Graveyard/Junkyard Permits – Eric Cousens (15 minutes)
- B. Executive Session - Discussion regarding a legal matter, pursuant to 1 M.R.S.A. Section 405(6)(E). (15 minutes)
- C. Amendment to consortium Mutual Cooperation Agreement – Reine Mynahan (20 minutes)
  - Voluntary Grant Reduction on behalf of the City of Lewiston – Reine Mynahan
  - Procedural Agreement between Auburn and Lewiston – Reine Mynahan
- D. Creation of a Finance Committee – Jill Eastman (20 minutes)
- E. Recreational Trail Grant– Doug Greene (20 minutes)

#### 7:00 P.M. City Council Meeting - Roll call votes will begin with Councilor Hayes

#### 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 70-09082014\***  
Adopting the revised Board and Committee Appointment Process.
  - 2. **Order 71-09082014\***  
Accepting the transfer of Forfeiture Asset (Jeremy Klein-Golden).
  - 3. **Order 72-09082014\***  
Accepting the transfer of Forfeiture Asset (William Tardif).
- II. **Minutes**
  - August 18, 2014 Regular Council Meeting
  - August 25, 2014 Special Council Meeting
- III. **Reports**
  - Mayor's Report**
  - City Manager's Report**
  - Committee Reports**
    - **Transportation**
      - Lewiston Auburn Transit – Councilor Gerry
      - Airport, Railroad – Councilor Hayes
      - Bike-Ped Committee – Councilor Lee
    - **Housing**

# Auburn City Council Meeting & Workshop

September 8, 2014

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

## City Councilors' Reports

### IV. Communications, Presentations and Recognitions

- New Auburn Plan – Eric Cousens
- Proclamation –Constitution Week– Mayor Jonathan P. LaBonte
- Proclamation – Diaper Week – Mayor Jonathan P. LaBonte

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

### VI. Unfinished Business

#### 1. Order 61-07072014

Authorizing issuance of General Obligation Bonds and a tax levy therefore. Second reading. *Passage requires an affirmative vote of 5 Councilors.*

#### 2. Ordinance 06-08182014

Adopting the most current edition of the National Electrical Code NFPA 70-2014. Second reading.

### VII. New Business

#### 3. Order 73-09082014

Accepting the transfer of Forfeiture Asset (Darnell Robinson).

#### 4. Order 76-09082014

Authorize City Manager to execute a First Amendment to the AL Concorcium Mutual Cooperation Agreement

#### 5. Order 77-09082014

Authorize Mayor Labonte to sign the letter to the U.S. Department of Housing and Urban Development requesting a grant reduction



# Auburn City Council Meeting & Workshop

September 8, 2014

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## 6. Ordinance 07-09082014

Adopting the zoning ordinance changes (Taylor Pond). Public hearing and first reading.

## 7. Order 74-09082014

Approval of the TIF Credit Enhancement Agreement

## VIII. Executive Session

A. Discussion regarding economic development, pursuant to 1 M.R.S.A. Section 405(6)(C).

B. Discussion regarding economic development, pursuant to 1 M.R.S.A. Section 405(6)(C).

## 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;

# Auburn City Council Meeting & Workshop

September 8, 2014

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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:** September 08, 2014

**Item** A

**Author:** Alison F. Pepin, License Specialist

**Subject:** Automobile Graveyard/Junkyard permit renewals

**Information:** This is an annual renewal of currently existing Automobile Graveyard/Junkyards in Auburn. Applications and payments have been received in the City Clerk's Office. A public hearing and Council approval is required. The public hearing will be held on the September 22, 2014 City Council Meeting. These facilities have been inspected by the Code Enforcement Office. The Fire Department inspections are pending approval.

Buck's Auto, 249 Merrow Road  
Randy's Auto Parts, 899 Broad Street  
M&P Auto, 227 Merrow Road  
Isadore T. Miller Co., a Division of Schnitzer NE, 78 & 80 Old Hotel Road  
Prolerized New England Company, LLC, 522 Washington St. N  
Morris Auto Mart, 940 Washington St. N

**Pro's & Con's:** n/a

**Financial:** n/a

**Action Requested at this Meeting:** Workshop discussion today with a public hearing and action scheduled for September 22, 2014

**Previous Meetings and History:** Annual Renewal

**Attachments:**

- Applications
- Inspection Memo from Eric Cousens
- 30-A §3753
- 30-A §3754
- 30-A §3756
- Executive Session, discussion of a legal matter, pursuant to 1 M.R.S.A. §405(6)(E)

AUG 20 2014

APPLICATION FOR AUTOMOBILE GRAVEYARD AND/OR JUNKYARD PERMIT

To the City Auburn County Androscoggin Maine

I/We Buck's Auto hereby  
make application for a permit to establish, operate or maintain an Automobile Graveyard  
and/or Junkyard at the following described location and in accordance with the provisions  
of Title 30-A MRSA Sections 3751-3760

Answer all questions in full.

1. Give location of Automobile Graveyard and/or Junkyard  
249 Neslow Rd Auburn ME 04810
2. Is this application made by or for a company, partnership, corporation, individual?
3. Is this property leased? \_\_\_\_\_ Property owned by Buck LLC  
address: 249 Neslow Rd Auburn ME 04810
4. How is "yard" screened? Fence? (type) Wood Height Trees? (type) \_\_\_\_\_  
Embankment: \_\_\_\_\_ Gully? \_\_\_\_\_ Hill? \_\_\_\_\_ Other? \_\_\_\_\_
5. How far is edge of "yard" from center of highway? 300 feet.
6. Can junk be seen from any part of highway? Yes \_\_\_\_\_ No ✓
7. Was Junkyard Law, Requirements and Fees explained to you? Yes ✓ No \_\_\_\_\_
8. Is any portion of this "yard" on public property? Yes \_\_\_\_\_ No ✓
9. Is "yard" within 300 feet of a Public Park, Public Playground, Public Bathing  
Beach, School, Church or Cemetery? Yes \_\_\_\_\_ No ✓
10. When was "yard" established? \_\_\_\_\_ By whom? Barry's
11. When was last permit issued? 10-8-13 To whom? Buck's Auto

1 copy of application to City  
1 copy of application to Applicant  
1 copy of application to State Police, Augusta  
1 copy of application to Dept. of Transportation, Augusta (Right of Way Division)  
(over)

The undersigned certifies that the above information is true and correct to the best of his/her knowledge and that he/she is the owner or agent of the property or that he/she has been duly authorized by the owner, individual, partnership, company or corporation to make this application and to receive the permit under the law.

Signed by: \_\_\_\_\_

For: \_\_\_\_\_

Name of Company, Corporation, Partnership, Individual

Address: \_\_\_\_\_

Make complete sketch of "yard". Show footage all sides and location in relationship to adjacent properties. Show distance (in feet) from edge of "yard" to center of highway. Fill in Route Number or Local Road Name. Name of nearest City/Town in each direction. Distance from nearest intersection, bridge or other known reference point.

Tax Map No. \_\_\_\_\_

Circle Correct  
Direction

N \_\_\_\_\_  
E \_\_\_\_\_  
W \_\_\_\_\_  
S \_\_\_\_\_

Lot No. \_\_\_\_\_

Zone \_\_\_\_\_

Road Name

or

Route No.

To \_\_\_\_\_

To \_\_\_\_\_

AUG 05 2014

APPLICATION FOR AUTOMOBILE GRAVEYARD AND/OR JUNKYARD PERMIT

To the City Auburn County Androscoggin Maine

I/We Randy's Auto Parts Inc. hereby  
make application for a permit to establish, operate or maintain an Automobile Graveyard  
and/or Junkyard at the following described location and in accordance with the provisions  
of Title 30-A MRSA Sections 3751-3760

Answer all questions in full.

1. Give location of Automobile Graveyard and/or Junkyard PID 182-001  
899 BROAD STREET AUBURN, ME 04210
2. Is this application made by or for a company, partnership, corporation, individual?
3. Is this property leased? No Property owned by ERNEST & RONALD LEVASSEUR  
address: 899 BROAD STREET AUBURN, ME
4. How is "yard" screened? Fence? (type) Wood Height 6-8 Trees? (type) FIR  
Embankment: \_\_\_\_\_ Gully? \_\_\_\_\_ Hill? \_\_\_\_\_ Other? \_\_\_\_\_
5. How far is edge of "yard" from center of highway? 300 feet.
6. Can junk be seen from any part of highway? Yes \_\_\_\_\_ No X
7. Was Junkyard Law, Requirements and Fees explained to you? Yes X No \_\_\_\_\_
8. Is any portion of this "yard" on public property? Yes \_\_\_\_\_ No X
9. Is "yard" within 300 feet of a Public Park, Public Playground, Public Bathing  
Beach, School, Church or Cemetery? Yes \_\_\_\_\_ No X
10. When was "yard" established? 1980 By whom? TWIN TOWN RENDERING
11. When was last permit issued? 2013 To whom? Randy's Auto Parts Inc.

1 copy of application to City

1 copy of application to Applicant

1 copy of application to State Police, Augusta

1 copy of application to Dept. of Transportation, Augusta (Right of Way Division)  
(over)

The undersigned certifies that the above information is true and correct to the best of his/her knowledge and that he/she is the owner or agent of the property or that he/she has been duly authorized by the owner, individual, partnership, company or corporation to make this application and to receive the permit under the law.

Signed by: Ewald Lewassan For: Randy's Auto Parts Inc.  
PRESIDENT Name of Company, Corporation, Partnership, Individual

Address: P.O. BOX 1243 AUBURN, ME 04211 (7829589

Make complete sketch of "yard". Show footage all sides and location in relationship to adjacent properties. Show distance (in feet) from edge of "yard" to center of highway. Fill in Route Number or Local Road Name. Name of nearest City/Town in each direction. Distance from nearest intersection, bridge or other known reference point.

Tax Map No. \_\_\_\_\_

Circle Correct Direction N \_\_\_\_\_

Lot No. \_\_\_\_\_

Direction E \_\_\_\_\_

Zone \_\_\_\_\_

W \_\_\_\_\_

S \_\_\_\_\_

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	Road Name	
	or	
_____ To	Route No.	To _____

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TREES

XXXXXX  
200 FT. FENCE

TREES  
8' FENCE

50 X 80  
Buildin

300'  
ENTRANCE  
INTO THE  
YARD

8' FENCE

TREES

12 X 12  
Buildin

FENCE

BROAD STREET

Road Name

or

Route No.

To

To



AUG 13 2014

APPLICATION FOR AUTOMOBILE GRAVEYARD AND/OR JUNKYARD PERMIT

To the City Auburn County Androscoggin Maine  
I/We Mt P Auto / Albert J. Bazinet Jr hereby  
make application for a permit to establish, operate or maintain an Automobile Graveyard  
and/or Junkyard at the following described location and in accordance with the provisions  
of Title 30-A MRSA Sections 3751-3760

Answer all questions in full.

1. Give location of Automobile Graveyard and/or Junkyard  
227 Merrow Rd. Auburn, ME 04210
2. Is this application made by or for a company, partnership, corporation, individual?
3. Is this property leased? NO Property owned by Albert Bazinet Jr.  
address: 81 Dawes Ave. Auburn
4. How is "yard" screened? Fence? (type) ✓ Height 8' Trees?(type) \_\_\_\_\_  
Embankment: \_\_\_\_\_ Gully? \_\_\_\_\_ Hill? \_\_\_\_\_ Other? \_\_\_\_\_
5. How far is edge of "yard" from center of highway? 400 feet.
6. Can junk be seen from any part of highway? Yes \_\_\_\_\_ No X
7. Was Junkyard Law, Requirements and Fees explained to you? Yes X No \_\_\_\_\_
8. Is any portion of this "yard" on public property? Yes \_\_\_\_\_ No X
9. Is "yard" within 300 feet of a Public Park, Public Playground, Public Bathing  
Beach, School, Church or Cemetery? Yes \_\_\_\_\_ No X
10. When was "yard" established? 1978 By whom? Albert Bazinet Jr.
11. When was last permit issued? 2013 To whom? Mt P Auto Inc

1 copy of application to City  
1 copy of application to Applicant  
1 copy of application to State Police, Augusta  
1 copy of application to Dept. of Transportation, Augusta (Right of Way Division)  
(over)

The undersigned certifies that the above information is true and correct to the best of his/her knowledge and that he/she is the owner or agent of the property or that he/she has been duly authorized by the owner, individual, partnership, company or corporation to make this application and to receive the permit under the law.

Signed by: Claudette Bayard for: MTD Auto Inc  
Name of Company, Corporation, Partnership, Individual

Address: 977 Mellow Rd. Auburn, ME

Make complete sketch of "yard". Show footage all sides and location in relationship to adjacent properties. Show distance (in feet) from edge of "yard" to center of highway. Fill in Route Number or Local Road Name. Name of nearest City/Town in each direction. Distance from nearest intersection, bridge or other known reference point.

Tax Map No. \_\_\_\_\_

Circle Correct Direction N \_\_\_\_\_

Lot No. \_\_\_\_\_

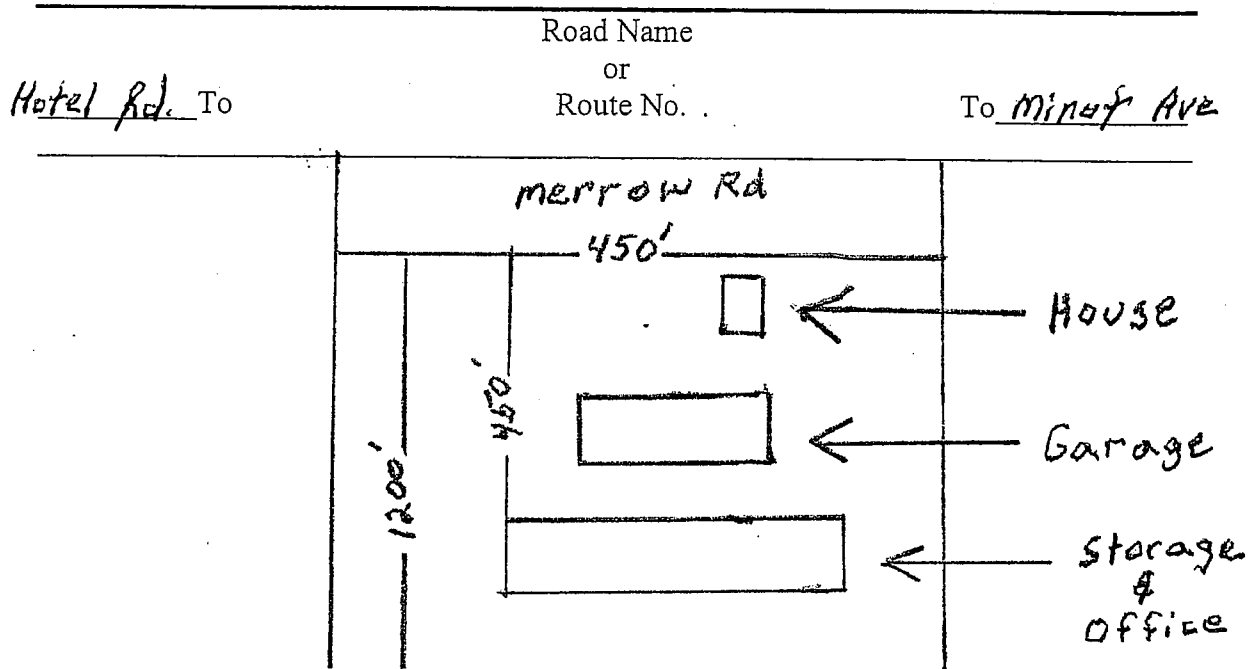
E \_\_\_\_\_

Zone \_\_\_\_\_

W \_\_\_\_\_

S \_\_\_\_\_

\_\_\_\_\_ Road Name  
or  
\_\_\_\_\_ To \_\_\_\_\_ Route No. \_\_\_\_\_ To \_\_\_\_\_



08/25/14

APPLICATION FOR AUTOMOBILE GRAVEYARD AND/OR JUNKYARD PERMIT

To the City AUBURN County ANDROSCOGGIN Maine

I/We ISADORE T. MILLER hereby  
make application for a permit to establish, operate or maintain an Automobile Graveyard  
and/or Junkyard at the following described location and in accordance with the provisions  
of Title 30-A MRSA Sections 3751-3760

Answer all questions in full.

1. Give location of Automobile Graveyard and/or Junkyard  
79 & 80 HOTEL RD, AUBURN, ME

2. Is this application made by or for a company, partnership, corporation, individual?

3. Is this property leased? NO Property owned by ISADORE T. MILLER

address: P.O. BOX 1478, AUBURN, ME OR SCHMITTER, 69 ROVER ST, EVERETT, MA  
02149

4. How is "yard" screened? Fence (type) WOOD Height 6' Trees? (type) RED PINES

Embankment: \_\_\_\_\_ Gully? \_\_\_\_\_ Hill? \_\_\_\_\_ Other? \_\_\_\_\_

5. How far is edge of "yard" from center of highway? 200 feet.

6. Can junk be seen from any part of highway? Yes \_\_\_\_\_ No X

7. Was Junkyard Law, Requirements and Fees explained to you? Yes X No \_\_\_\_\_

8. Is any portion of this "yard" on public property? Yes \_\_\_\_\_ No X

9. Is "yard" within 300 feet of a Public Park, Public Playground, Public Bathing

Beach, School, Church or Cemetery? Yes X No \_\_\_\_\_

10. When was "yard" established? 1930 By whom? BARKER FAMILY

11. When was last permit issued? 2013 To whom? ISADORE T. MILLER

1 copy of application to City

1 copy of application to Applicant

1 copy of application to State Police, Augusta

1 copy of application to Dept. of Transportation, Augusta (Right of Way Division)

(over)

The undersigned certifies that the above information is true and correct to the best of his/her knowledge and that he/she is the owner or agent of the property or that he/she has been duly authorized by the owner, individual, partnership, company or corporation to make this application and to receive the permit under the law.

Signed by: [Signature]

For:

ISADORE T. MILLER

Name of Company, Corporation, Partnership, Individual

Address:

69 ROVER ST., EVERETT, MA 02149

Make complete sketch of "yard". Show footage all sides and location in relationship to adjacent properties. Show distance (in feet) from edge of "yard" to center of highway. Fill in Route Number or Local Road Name. Name of nearest City/Town in each direction. Distance from nearest intersection, bridge or other known reference point.

Tax Map No. 079

Circle Correct  
Direction

N         
E         
W         
S       

Lot No. 017 & 018

Zone F3

SEE ATTACHED MAP  
PROPERTY IS VACANT  
NO BUILDINGS

Road Name

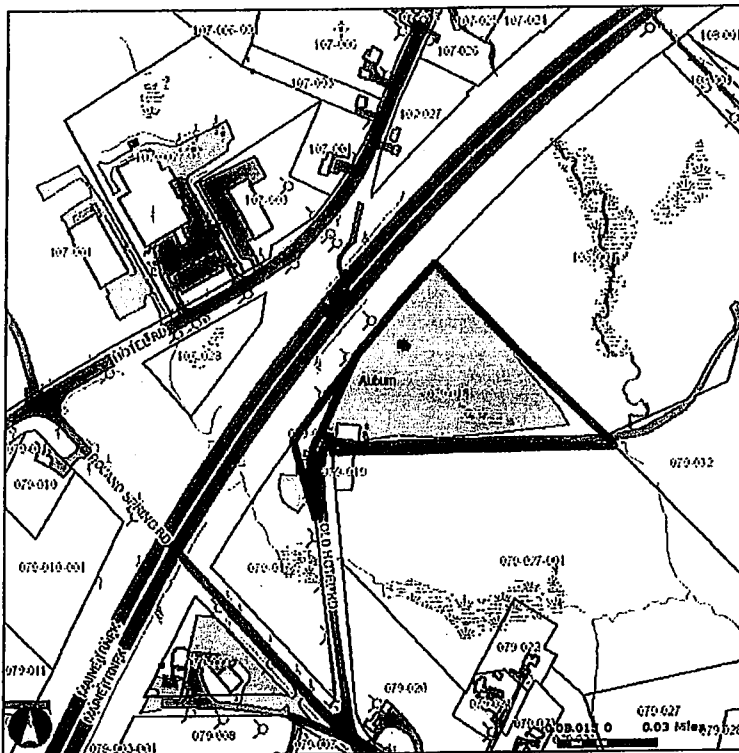
or

Route No.

To

To

## Map



## 079-017 (1)

Parcel IDs (1)																				
OBJECTID	OBJECTID_1	MAP	LOT	SUBLOT	PID	CHANGED	ParcelID	Loc	NBC	Webpro	AccountNumber	UserAccount	Number	AltStreet	StreetName	LocCity	CondoUnit	Owner1	Owner2	
880	981	079	017	000	079017000	11/1	079-017	80 OLD HOTEL RD	R3	WebPro Summary Page	238		079017000	80	11/1	OLD HOTEL RD	11/1	11/1	HILLER ISADORE T CO LLC	11/1

## 079-018 (1)

Parcel IDs (1)																				
OBJECTID	OBJECTID_1	MAP	LOT	SUBLOT	PID	CHANGED	ParcelID	Loc	NBC	Webpro	AccountNumber	UserAccount	Number	AltStreet	StreetName	LocCity	CondoUnit	Owner1	Own	
155	966	079	018	000	079018000	11/1	079-018	79 OLD HOTEL RD	R3	WebPro Summary Page	239		079018000	79	11/1	OLD HOTEL RD	11/1	11/1	HILLER ISADORE T CO INC	C/O SCHMIDT STEEL



Fed Ex 8063 2616 6770

To: Ms. Alison F. Pepin  
City Clerk  
City of Auburn  
60 Court Street  
Auburn, ME 04210

Date: August 20, 2014

Re: Automotive Graveyard and/or Junkyard Permit Renewals  
522 Washington Street, North and 79-80 Old Hotel Road  
Auburn, ME 04210

Copies	Date	Document
1	8/20/2014	Application for Automotive Graveyard and/or Junkyard Permit (522 Washington Street)
1	8/20/2014	Check 6107449 \$100 (Application Fee - 522 Washington Street, North)
1	8/20/2014	Application for Automotive Graveyard and/or Junkyard Permit (79-80 Old Hotel Road)
1	8/20/2014	Check 6107448 \$100 (Application Fee - 79-80 Old Hotel Road)

Notes:

Please find the renewal applications attached for the above referenced facilities.

Please do not hesitate to contact me at (617) 233-2664 if you have any questions.

From:

Richard Carmosino  
Regional Environmental Manager

C: Maine State Police, 42 State House Station, 45 Commerce Drive, Augusta, ME 04333-0042 (first class mail)  
Maine DOT, Right of Way Division, 16 State House Station, Child Street, Augusta, ME 04333-0016 (first class mail)

**SCHNITZER STEEL INDUSTRIES, INC.**

69 Rover Street, Everett, MA 02149 | Phone: 617.389.8300 | Fax: 617.389.8030

APPLICATION FOR AUTOMOBILE GRAVEYARD AND/OR JUNKYARD PERMIT

To the City AUBURN County ANDROSCOGGIN Maine

I/We PROVERIZED NEW ENGLAND COMPANY, LLC hereby  
make application for a permit to establish, operate or maintain an Automobile Graveyard  
and/or Junkyard at the following described location and in accordance with the provisions  
of Title 30-A MRSA Sections 3751-3760

Answer all questions in full.

1. Give location of Automobile Graveyard and/or Junkyard  
522 WASHINGTON ST NORTH
2. Is this application made by or for a company, partnership, corporation, individual?
3. Is this property leased? NO Property owned by PROVERIZED NEW ENGLAND CO. LLC  
address: P.O. BOX 1478, AUBURN, ME 04211 OR 69 ROVER ST, EVERETT,  
MA 02149
4. How is "yard" screened? Fence (type) METAL Height 8' Trees? (type) MIX  
Embankment: \_\_\_\_\_ Gully? \_\_\_\_\_ Hill? \_\_\_\_\_ Other? \_\_\_\_\_
5. How far is edge of "yard" from center of highway? 150 feet.
6. Can junk be seen from any part of highway? Yes \_\_\_\_\_ No X
7. Was Junkyard Law, Requirements and Fees explained to you? Yes X No \_\_\_\_\_
8. Is any portion of this "yard" on public property? Yes \_\_\_\_\_ No X
9. Is "yard" within 300 feet of a Public Park, Public Playground, Public Bathing  
Beach, School, Church or Cemetery? Yes \_\_\_\_\_ No X
10. When was "yard" established? 1986 By whom? MAINE METALS RECYCLING INC.
11. When was last permit issued? 2013 To whom? PROVERIZED NEW ENGLAND CO. LLC

1 copy of application to City

1 copy of application to Applicant

1 copy of application to State Police, Augusta

1 copy of application to Dept. of Transportation, Augusta (Right of Way Division)

(over)



The undersigned certifies that the above information is true and correct to the best of his/her knowledge and that he/she is the owner or agent of the property or that he/she has been duly authorized by the owner, individual, partnership, company or corporation to make this application and to receive the permit under the law.

Signed by: [Signature] For: PROMERIZED NEW ENGLAND COMPANY  
Name of Company, Corporation, Partnership, Individual

Address: 69 ROVER ST., EVERETT, MA 02149

Make complete sketch of "yard". Show footage all sides and location in relationship to adjacent properties. Show distance (in feet) from edge of "yard" to center of highway. Fill in Route Number or Local Road Name. Name of nearest City/Town in each direction. Distance from nearest intersection, bridge or other known reference point.

Tax Map No. 189

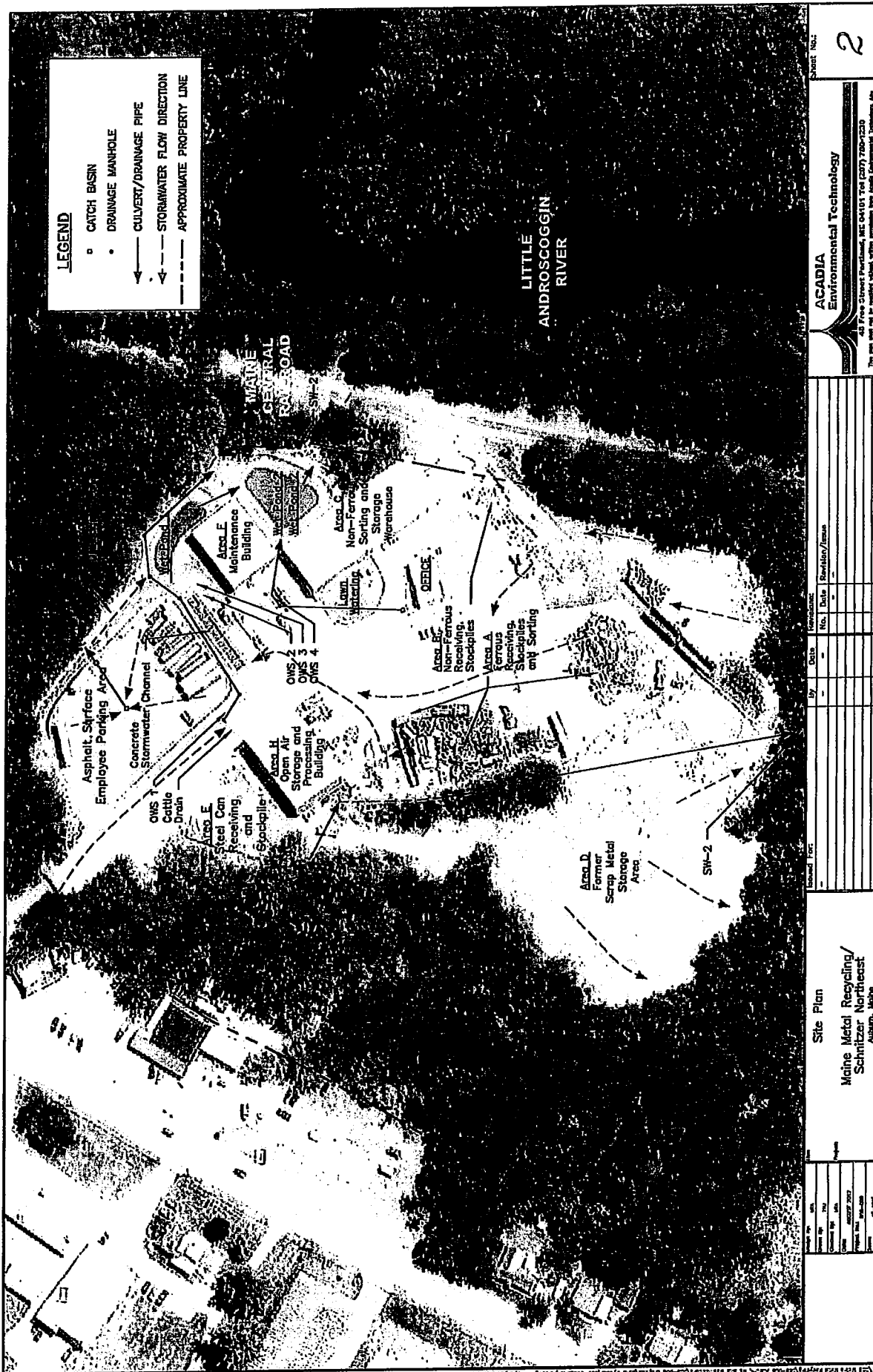
Circle Correct Direction

Lot No. 024

N \_\_\_\_\_  
E \_\_\_\_\_  
W \_\_\_\_\_  
S \_\_\_\_\_

Zone 0B9

\_\_\_\_\_  
Road Name  
or  
\_\_\_\_\_  
To Route No. To \_\_\_\_\_  
\_\_\_\_\_



2014 APPLICATION FOR AUTOMOBILE GRAVEYARD AND/OR JUNKYARD PERMIT

SEP 08 2014

To the City AYBURN County Andy Maine  
I/We DONS DBA MORRIS AUTO PARTS hereby  
make application for a permit to establish, operate or maintain an Automobile  
Graveyard and/or Junkyard at the following described location and in accordance with  
the provisions of Title 30-A MRSA Sections 3751-3760

Answer all questions in full.

1. Give location of Automobile Graveyard and/or Junkyard 940 WASHINGTON  
STREET MORRIS
2. Is this application made by or for a company, partnership, corporation, individual?
3. Is this property leased? Property owned  
by DONALD ST GERMAIN  
address: 940 WASHINGTON ST AYBURN
4. How is "yard" screened? Fence? (type) wood Height 6 FT Trees? (type) \_\_\_\_\_  
Embankment: \_\_\_\_\_ Gully? \_\_\_\_\_ Hill? \_\_\_\_\_ Other? \_\_\_\_\_
5. How far is edge of "yard" from center of highway? 40 60 feet.
6. Can junk be seen from any part of highway? Yes (No)
7. Was Junkyard Law, Requirements and Fees explained to you? (Yes) No \_\_\_\_\_
8. Is any portion of this "yard" on public property? Yes (No)
9. Is "yard" within 300 feet of a Public Park, Public Playground, Public Bathing  
Beach, School, Church or Cemetery? Yes (No)
10. When was "yard" established? 1938 By whom? MORRIS
11. When was last permit issued? 2013 To whom? DON- DBA MORRIS AUTO PARTS

- 1 copy of application to City
  - 1 copy of application to Applicant
  - 1 copy of application to State Police, Augusta
  - 1 copy of application to Dept. of Transportation, Augusta (Right of Way Division)
- (over)

The undersigned certifies that the above information is true and correct to the best of his/her knowledge and that he/she is the owner or agent of the property or that he/she has been duly authorized by the owner, individual, partnership, company or corporation to make this application and to receive the permit under the law.

Signed by [Signature] For: DRS DBA MORRIS AUTO PARTS  
Name of Company, Corporation, Partnership, Individual

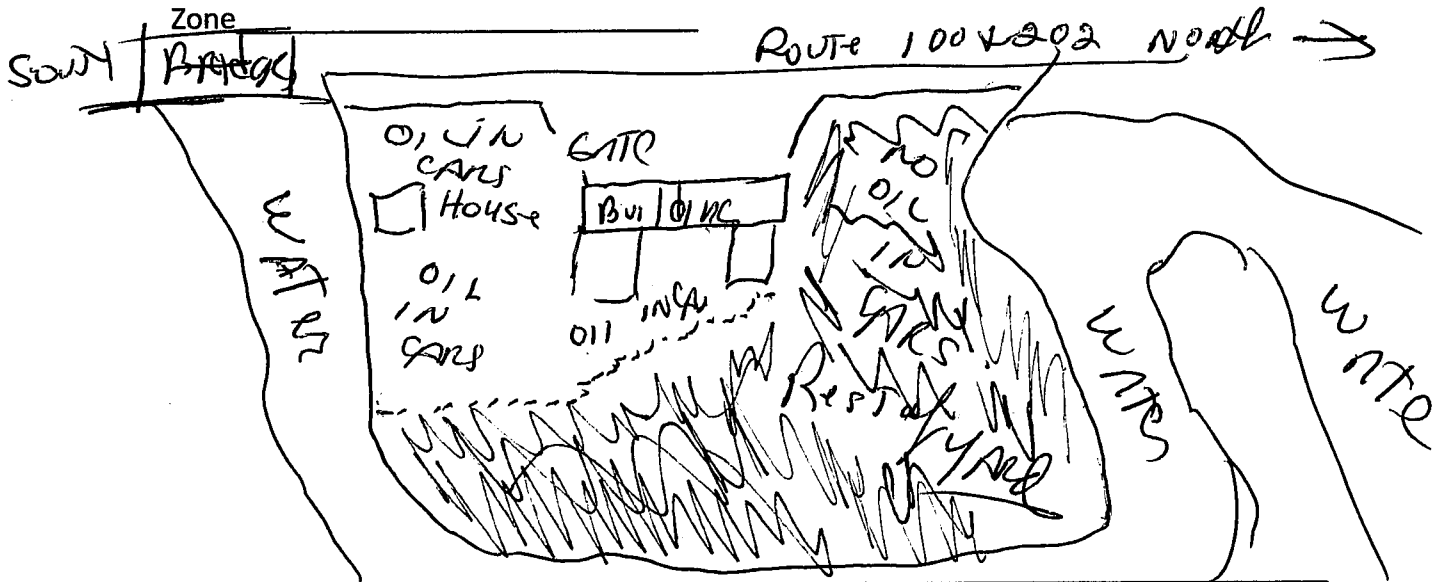
Address: 940 WASHINGTON ST AND RIVERVIEW

Make complete sketch of "yard". Show footage all sides and location in relationship to adjacent properties. Show distance (in feet) from edge of "yard" to center of highway. Fill in Route Number or Local Road Name. Name of nearest City/Town in each direction. Distance from nearest intersection, bridge or other known reference point.

Tax Map No. \_\_\_\_\_

Circle Correct Direction →  
↓ E ↑  
W  
← S

Lot No. \_\_\_\_\_



Road Name

or

Route No.

Danville To

To Richman

# City of Auburn, Maine

*"Maine's City of Opportunity"*

## Office of Planning & Permitting

To: Mayor and City Council

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

Re: 2014 Junkyard License Inspections

Date: September 3, 2014

The City Clerk requested that this office inspect all of the licensed junkyards prior to the Councils consideration of their license renewals. Inspections were completed during the week of August 20 and 27<sup>th</sup> and found the following:

Prolerized New England Company (formerly Maine Metal Recycling) - 522 Washington St. N - No concerns. Schnitzer continues to make upgrades and have not expanded. The site is meeting junkyard requirements.

Isadore T. Miller - 79 & 80 Old Hotel Rd. - No Concerns. Site is cleaned and no longer being heavily used. The site is meeting junkyard requirements.

Randy's Auto Parts - 899 Broad St. - No concerns. The site is meeting junkyard requirements. Last year the Council questioned the sites proximity to the Little Androscoggin River; It should be noted that the junkyard area is approximately 600' from the railroad tracks which forms a substantial barrier between the junkyard and the river.

M & P Auto, Inc. - 227 Merrow Rd. - No Concerns. The site is meeting junkyard requirements.

Buck's Auto -249 Merrow Rd. – No concerns. The site is meeting junkyard requirements. Mostly storage of construction equipment and materials.

Morris Auto Mart - 940 Washington ST. N – Last year the inspections revealed that there are some operational violations at the site and the Council denied the license application requesting that staff work with the owner to bring the site into compliance. Staff has met onsite a number of times to encourage the owner to comply and has provided a property plan and guidance on the junkyard requirements. We have asked for a written agreement to comply with a draft plan provided by staff and although some verbal commitments were made, as of August 28, 2014, the owner of the site has not provided the written agreement or a 2014 license application. The operator continues to operate without a junkyard license and to store vehicles within the floodplain and within 100' of inland waters that still contain batteries and fluids which is a violation of MRSA 30-A, 3754-A, 5B. The State has also refused to issue a recyclers license until the Council decides on the issuance of a 2014 license. As of September 3, 2014 the operator has now provided an application for a license and a proposed compliance plan. Staff has already asked for an opinion from the City Attorney regarding enforcement options and anticipated costs. Staff recommends that the Council review the opinion of the City Attorney in executive session regarding a legal matter before acting on this license.

## Maine Revised Statutes

[§3753 PDF](#)  
[§3753 WORD/RTF](#)  
[STATUTE SEARCH](#)  
[CH. 183 CONTENTS](#)  
[TITLE 30-A CONTENTS](#)  
[LIST OF TITLES](#)  
[DISCLAIMER](#)  
[MAINE LAW](#)  
[REVISOR'S OFFICE](#)  
[MAINE LEGISLATURE](#)

**§3752 Title 30-A: §3754**  
**MUNICIPALITIES AND COUNTIES**  
**HEADING: PL 1987, C. 737, PT. A, §2 (NEW)**  
**Part 2: MUNICIPALITIES HEADING: PL 1987, C. 737,**  
**PT. A, §2 (NEW)**  
**Subpart 6: REGULATION, LICENSES AND**  
**PERMITS HEADING: PL 1987, C. 737, PT. A, §2**  
**(NEW)**  
**Chapter 183: ECONOMIC REGULATION HEADING:**  
**PL 1987, C. 737, PT. A, §2 (NEW)**  
**Subchapter 1: JUNKYARDS AND AUTOMOBILE**  
**GRAVEYARDS HEADING: PL 1991, C. 548, PT. B,**  
**§4 (RPR)**

### §3753. Permit required

A person may not establish, operate or maintain an automobile graveyard, automobile recycling business or junkyard without first obtaining a nontransferable permit from the municipal officers of the municipality in which the automobile graveyard, automobile recycling business or junkyard is to be located, or from the county commissioners of the county of any unorganized territory in which the automobile graveyard, automobile recycling business or junkyard is to be located. Permits issued to an automobile graveyard or junkyard under this section are valid until the first day of the following year; except that, beginning in calendar year 2004, permits issued to an automobile graveyard or junkyard under this section are valid until the first day of October of the following year. Permits issued to an automobile recycling business under this section are valid for 5 years from the date of issuance and are renewable provided that the permit holder furnishes a sworn statement, annually, on the anniversary date of the granting of the permit, that the facility complies with the standards of operation applicable at the time of issuance of the permit. A person operating a business that involves the recycling of automobiles may operate under a permit for an automobile graveyard or a permit for an automobile recycling business. [2003, c. 312, §7 (AMD).]

#### SECTION HISTORY

1987, c. 737, §§A2,C106 (NEW). 1989, c. 6, (AMD). 1989, c. 9, §2 (AMD). 1989, c. 104, §§C8,10 (AMD). 1993, c. 173, §4 (AMD). 2003, c. 312, §7 (AMD).

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**The Revisor's Office cannot provide legal advice or**

## Maine Revised Statutes

- ☑ [§3754 PDF](#)
- ☑ [§3754 WORD/RTF](#)
- [STATUTE SEARCH](#)
- ☑ [CH. 183 CONTENTS](#)
- ☑ [TITLE 30-A CONTENTS](#)
- ☑ [LIST OF TITLES](#)
- ☑ [DISCLAIMER](#)
- ☑ [MAINE LAW](#)
- ☑ [REVISOR'S OFFICE](#)
- ☑ [MAINE LEGISLATURE](#)

**§3753****Title 30-A:****§3754-A**

### MUNICIPALITIES AND COUNTIES

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

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

**Subpart 6: REGULATION, LICENSES AND PERMITS HEADING: PL 1987, C. 737, PT. A, §2 (NEW)**

**Chapter 183: ECONOMIC REGULATION HEADING: PL 1987, C. 737, PT. A, §2 (NEW)**

**Subchapter 1: JUNKYARDS AND AUTOMOBILE GRAVEYARDS HEADING: PL 1991, C. 548, PT. B, §4 (RPR)**

### §3754. Hearings

Municipal officers or county commissioners, as provided for in section 3753, shall hold a public hearing before granting a permit to establish a new automobile graveyard, automobile recycling business or junkyard and may hold public hearings annually regarding the relicensing of these facilities. Municipal officers or county commissioners shall require an applicant to provide proof of mailing the notice of the application to all abutting property owners. Municipal officers or county commissioners shall also post a notice of the hearing at least 7 and not more than 14 days before the hearing in at least 2 public places in the municipality or unorganized territory and publish a notice in one newspaper having general circulation in the municipality or unorganized territory in which the automobile graveyard, automobile recycling business or junkyard is to be located. The municipal officers or county commissioners shall give written or electronic notice of the application to establish a new automobile graveyard or automobile recycling business to the automobile dealer licensing section of the Department of the Secretary of State, Bureau of Motor Vehicles by mailing a copy of the application at least 7 and not more than 30 days before the hearing. The municipal officers or county commissioners shall give written notice of the application to the public water supplier if the application is for an automobile graveyard, automobile recycling business or junkyard located within the supplier's source water supply area. The notice may be given by mailing a copy of the application at least 7 and not more than 14 days before the hearing. [2005, c. 424, §2 (AMD).]

#### SECTION HISTORY

1987, c. 737, §2A2,C106 (NEW). 1989, c. 6, (AMD). 1989, c. 9, §2 (AMD). 1989, c. 104, §8C8,10 (AMD). 1993, c. 173, §4 (AMD). 1999, c. 761, §5 (AMD). 2003, c. 312, §8

## Maine Revised Statutes

- ▼ §3756 PDF
- ▼ §3756 WORD/RTF
- STATUTE SEARCH
- ◀ CH. 183 CONTENTS
- ◀ TITLE 30-A CONTENTS
- ◀ LIST OF TITLES
- DISCLAIMER
- ◀ MAINE LAW
- ◀ REVISOR'S OFFICE
- ◀ MAINE LEGISLATURE

**§3755-A Title 30-A: §3757**  
**MUNICIPALITIES AND COUNTIES**  
**HEADING: PL 1987, C. 737, PT. A, §2 (NEW)**  
**Part 2: MUNICIPALITIES HEADING: PL 1987, C. 737,**  
**PT. A, §2 (NEW)**  
**Subpart 6: REGULATION, LICENSES AND**  
**PERMITS HEADING: PL 1987, C. 737, PT. A, §2**  
**(NEW)**  
**Chapter 183: ECONOMIC REGULATION HEADING:**  
**PL 1987, C. 737, PT. A, §2 (NEW)**  
**Subchapter 1: JUNKYARDS AND AUTOMOBILE**  
**GRAVEYARDS HEADING: PL 1991, C. 548, PT. B,**  
**§4 (RPR)**

### §3756. Permit fees

The municipal officers or county commissioners shall collect, in advance from the applicant for a permit, a fee in accordance with the following schedule: [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

**1. Graveyard or junkyard.** Fifty dollars for each application for an automobile graveyard or junkyard plus the cost of posting and publishing the notice under section 3754;

[ 2005, c. 424, §7 (AMD) .]

**2. Graveyard or junkyard within 100 feet from highway.**

[ 2003, c. 312, §12 (RP) .]

**3. Recycling business.** Two hundred fifty dollars for a 5-year permit for an automobile recycling business plus the cost of posting and publishing the notice under section 3754; or

[ 2003, c. 312, §12 (AMD) .]

**4. Fee.** A fee as otherwise established by municipal ordinance or rule.

[ 2003, c. 312, §12 (NEW) .]

#### SECTION HISTORY

1987, c. 737, §2A, C106 (NEW). 1989, c. 6, (AMD). 1989, c. 9, §2 (AMD). 1989, c. 104, §8, 10 (AMD). 1993, c. 173, §7 (AMD). 2003, c. 312, §12 (AMD). 2005, c. 424, §7 (AMD).

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## City Council Information Sheet

City of Auburn

**Council Meeting Date:** 09/08/2014

**Subject:** Executive Session

**Information:** Discussion regarding a legal matter, pursuant to 1 M.R.S.A. Section 405(6)(E).

**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:** September 8, 2014

**Item** C

**Author:** Reine Mynahan, Community Development Director

**Subject:** Amendment to Consortium Mutual Cooperation Agreement

**Information:** The City of Lewiston is requesting to repay HUD for \$140,000 of inappropriately expended grant funds through a three year reduction in their HOME grant. As lead agency in the HOME Consortium, this request must be channeled through the City of Auburn. Under the regulations governing the program, 10% of the total HOME grant can be used for program administration. If the multi-year repayment arrangement is accepted by HUD, the Lewiston share of the grant will be reduced by \$46,667 per year, proportionately reducing the administrative percentage by \$4,667. The Consortium agreement calls for the parties to indemnify and protect each other against any penalties or program losses caused by either party to the agreement. Given this, the proposed amendment to the agreement will ensure that Auburn continues to receive its full anticipated share of administrative costs through a reduction in the City's administrative percentage. Since the three year repayment penalty extends beyond the expiration date of the current agreement, the proposed amendment is written to survive the expiration of the agreement and will be incorporated into any subsequent agreement.

### Pro's & Con's

**Pro:** The 3-year grant reduction is a preferred option for the City of Lewiston. Spreading the loss helps to minimize the negative impact that this reduction will have on their housing programs. If this reduction results in a reduced grant, then this amendment will assure that Auburn will receive the same level of funding for administration that it would have received if there were no reduction.

**Con:** None

**Financial:** None

**Action Requested at this Meeting:** Authorize the City Manager to sign the amendment.

**Previous Meetings and History:** August 4, 2014 meeting.

**Attachments:** First Amendment to AL Consortium Mutual Cooperation Agreement  
Order 76-09082014

## FIRST AMENDMENT

### To AL (AUBURN LEWISTON) CONSORTIUM MUTUAL COOPERATION AGREEMENT TO FORM A CONSORTIUM UNDER THE HOME INVESTMENT PARTNERSHIP PROGRAM

Whereas, in June 2007, the City of Lewiston agreed to provide a HOME Investment Partnership Program C'HOME') loan to Pine Properties, LLC in the amount of \$200,000 to rehabilitate residential rental properties located on Pine Street; and

Whereas, over a period of approximately 12 months, the City loaned Pine Properties, LLC approximately \$180,000 based on invoices for property rehabilitation provided by Travis Soule, the principal owner of Pine Properties, LLC; and

Whereas, the City subsequently became aware that some of the work for which Pine Properties was reimbursed from HOME funds was not actually performed; and

Whereas, upon verifying that the work had not been performed, the City immediately notified officials of the United States Department of Housing and Urban Development ("HUD") and local law enforcement of the issue; and

Whereas, federal officials then instituted an investigation that eventually resulted in charges of making false claims and theft of public money against Travis Soule, who subsequently pleaded guilty in June of 2011 and was sentenced to 14 months in federal prison; and

Whereas, the City and its employees cooperated fully in this investigation and its associated legal proceedings; and

Whereas, of the \$180,000 in question, \$40,000 was subsequently recovered from a bank that improperly paid on a forged check endorsement; and

Whereas, in 2013, HUD officials notified the City of an administrative claim against it for reimbursement of the remaining \$140,000 in federal funds misused by Mr. Soule; and

Whereas, through negotiations with HUD, the City has agreed to a settlement pursuant to which a request will be made to HUD to permit repaying this amount through annual reductions in the amount of HOME funds that the City will receive over the next three years; and

Whereas, should HUD agree to this approach, a reduction in the annual grant may result in a reduction to the percentage of the grant allowed for administrative expenses, a reduction which would have a negative impact on the City of Auburn's ability to oversee the consortium; and

Whereas, recognizing this impact, the Cities wish to amend the existing Consortium agreement to hold Auburn harmless from any reduction in the administrative allowance by amending Section 4 (a) of the agreement;

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable considerations, receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to this First Amendment to the AL (AUBURN LEWISTON) CONSORTIUM MUTUAL COOPERATION AGREEMENT TO FORM A CONSORTIUM UNDER THE HOME INVESTMENT PARTNERSHIP PROGRAM

1. Section 4- Funding- Subsection (a) is hereby amended through the addition of the following:

"In the event of an agreement that allows the City of Lewiston to reimburse HUD for improperly expended HOME funds through a multi-year reduction in the Consortium's annual HOME grant, the administrative funds allocated from the grant to the City of Lewiston will be reduced annually by the amount required to ensure that the City of Auburn continues to receive a total administrative allocation of 7% of the grant funds that would have been received if the grant had not been reduced. Should the reimbursement arrangement continue beyond the term of this agreement, this adjustment to the administrative allocation shall survive the term of this agreement and be incorporated into any subsequent agreement."

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their respective names and on their respective behalves by their duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

Representative Member:

Member:

---

City of Auburn, by its  
City Manager  
Clinton Deschene

---

City of Lewiston, by its  
City Administrator  
Edward A. Barrett

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



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

Jonathan P. LaBonte, Mayor

## **IN CITY COUNCIL**

### **ORDER 76-09082014**

ORDERED, that the City Council authorize the City Manager to Execute a First Amendment to the AL (Auburn-Lewiston Consortium Mutual Cooperation Agreement as recommended by the Community Development staff.



## City Council Workshop Information Sheet

City of Auburn

**Council Workshop Date:** September 8, 2014

**Item** C-1

**Author:** Reine Mynahan, Community Development Director

**Subject:** Voluntary Grant Reduction on behalf of the City of Lewiston

**Information:** As the result of inappropriately expended grant funds, the City of Lewiston has been working an approach to repay HOME Investment Partnerships Program funds to the U.S. Department of Housing and Urban Development. As lead agency in the Auburn-Lewiston Consortium, the City of Auburn is the entity that must make such a request. The attached letter to that agency requests that these funds be repaid through a 3-year reduction in Lewiston's HOME allocation.

**Pro's & Con's:** n/a

**Financial:** n/a

**Action Requested at this Meeting:** Authorize Mayor Jonathan Labonte to sign letter

**Previous Meetings and History:** August 4, 2014

**Attachments:**

- Letter to U.S. Department of Housing and Urban Development
- Order 77-09082014

## ON CITY OF AUBURN LETTERHEAD

August 20, 2014

Robert Shumeyko, Director  
U. S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Thomas P. O'Neill Jr. Federal Building  
10 Causeway Street  
Boston, MA 02222-1092

Re: Voluntary Grant Reduction in Lieu of Repayment Request – Pine Properties LLC HOME  
Project Funds – \$140,000.00

Dear Mr. Shumeyko:

The City of Auburn (“Auburn”) is requesting, as representative member of its consortium with the City of Lewiston (“Lewiston”), a voluntary grant reduction in lieu of repayment for the above referenced HOME project. We are respectfully requesting this grant reduction to be approved in the total amount of \$140,000.00 over the next three years – a reduction of \$46,667.00 per year.

By way of background, in May 2007, the cities of Auburn and Lewiston, Maine (the “Cities”) entered into a Mutual Cooperation Agreement to Form a Consortium for the Purpose of Obtaining Federal Funds as a Participating Jurisdiction under the HOME Program (“Consortium Agreement”). Auburn, acting through its Community Development Administrator, was designated as the “Representative Member” of this Consortium. In turn, Lewiston, acting through its Community Development Director, was designated as a “Member” of the Consortium. In 2007, HUD awarded the Auburn/Lewiston Consortium a total of \$574,826 to carry out eligible HOME Program activities.

As part of Lewiston’s community development activities, Lewiston’s Office of Economic and Community Development agreed in June of 2007 to lend \$200,000 in HOME program funds to Pine Properties, LLC (Travis Soule was the principal of Pine Properties, LLC and other of his associated companies). The purpose of this loan was for the rehabilitation and remodeling of a number of residential rental buildings located in Lewiston. In order to obtain a disbursement of funds for rehabilitation work performed, Soule was required to submit an appropriate invoice to Lewiston to identify the project and describe the expenditure for which he sought reimbursement or payment.

Unfortunately, a total of approximately \$180,000 in HOME funds were misappropriated from Lewiston by Soule who submitting false invoices to Lewiston claiming rehabilitation work had been done when it had not. In some cases the work was not done at all, in other cases the invoice overstated the work, and in other cases Soule altered the invoice to inflate the value of the work. Soule used these falsified invoices to obtain two-party checks from Lewiston for the work purportedly done. As one of its safeguards, Lewiston issued two-party checks in the name of Soule's company and the underlying contractor. From the criminal complaint against Soule it appears he then forged signatures to a number of the two-party checks in order to cash or otherwise deposit the checks. Soule then diverted the funds to his own purpose, rather than for the remodeling and rehabilitation of the community development properties at issue.

It was Lewiston officials who discovered this scheme and promptly reported it to law enforcement and to HUD. The Consortium cooperated fully with the ensuing federal investigation, and Soule ultimately pleaded guilty to making false claims and theft of public monies and was sentenced to 14 months in federal prison and three years of supervised release. The investigation determined no Lewiston or Auburn employees or officials were involved with or otherwise implicated in the fraud and thefts perpetrated by Soule.

Since the incidents involving Soule's thefts, Lewiston has entirely restructured its HOME and CPD payment protocols. Once a contract has been awarded that is to be paid with federal funds, Lewiston's Community Development Program Coordinator checks any bills received against the contract and scope of services. Lewiston's Grant Accountant confirms account numbers and funds availability. The program coordinator confirms work has been completed for progress payments; and Lewiston's code enforcement and/or electrical inspection personnel confirm work has been completed before disbursements for milestones or project completion are made. The Director of Economic and Community Development authorizes disbursements after confirming each of the protocols outlined above have been adhered to.

In late 2013, the Cities learned that the United States Department of Justice ("DOJ") was seeking damages from Lewiston and potentially from Auburn pursuant to the federal False Claims Act claim (and other common law claims), arising out of Soule's wrongful conduct. A mutually acceptable resolution and settlement has been reached between DOJ and Lewiston (no claims were ultimately brought against Auburn DOJ). In addition, the Cities also learned that HUD would be seeking to obtain repayment of \$140,000 from the Consortium that was disbursed to Soule by Lewiston. It is this amount from which the Consortium seeks a reduction of future grants in lieu of repayment.

The reason for the request for a reduction in lieu of repayment over three years is that a repayment in full or a grant reduction in one year would create a significant hardship and have an adverse impact on the lives of the citizens of Auburn and Lewiston who rely on HUD's assistance to repair their homes to safe and habitable condition. The Cities have been and are experiencing significant fiscal distress through the loss of tax revenue due to depressed economic and market conditions, as well as changes in the allocation of State taxes to local municipalities.



Over the last four years, the City of Lewiston has seen reduced non-property tax revenues, very slow to no growth in assessed values either due to new construction or the appreciation of existing buildings, and a two-thirds reduction in state municipal revenue sharing funds, representing an annual loss of about \$4 million from a \$32 million operating budget. As a result of these factors and the continuing impact of the 2008 recession, the Lewiston has eliminated over 30 positions (8% of General Fund positions) over the last four years, reduced service levels, dramatically reduced capital expenditures on infrastructure, and now struggles to maintain the basic services expected by our citizens. Unfortunately, this has resulted in a loss of scarce resources for housing and community development activities, as well as severe impact on the Cities' local budgets.

Due to poor local economic conditions and a distressed housing market, Maine cities such as Lewiston and Auburn are badly in need of assistance for housing programs. The housing stock in the Lewiston/Auburn area is among the oldest and most distressed in the State. Both Cities have a large amount of substandard housing stock in need of rehabilitation. Homelessness in Maine increased by 26 percent last year, while homelessness nationally decreased by four percent. The amount of homeless veterans in Maine increased by more than 50 percent last year, and Maine lost 500 of its 12,000 Section 8 housing vouchers due to cuts in federal funding. In addition, some of Lewiston's neighborhoods most in need of rehabilitation have been the victim of a number of arsons over the past several years, with nine buildings containing 77 units lost. More than 200 people were left homeless. Lewiston's CDBG target area has the lowest levels of screening for elevated blood lead levels in Maine, yet has three times the state rate of children with lead poisoning. Lewiston has an abundance of economic and social challenges, as well as one of the highest tax mil rates in Maine. Lewiston has been working hard to utilize HOME and CDBG funding to stem the tide of despair and deterioration in the inner city core, and put it on a path to recovery. Federal funds such as these are critical to the Cities' efforts to move the community forward.

Although the \$140,000 assessment by HUD will be assessed against the Consortium, because the activities that led to the \$140,000 assessment by HUD were the result of thefts from Lewiston and not Auburn, Lewiston will be shouldering the responsibility for the \$140,000 through agreement with Auburn and under the terms of the Consortium Agreement. In other words, the reduction in lieu of repayment will be allocated by the Cities to Lewiston's share of HOME funds. For this reason, the reduction of the entire amount of disallowed costs in one year would represent a high percentage of the consortium's total annual allocation, and an even higher percentage of the Lewiston's share of these funds. For example, the Auburn/Lewiston Consortium was awarded \$364,163 in 2014. Assuming for the sake of illustration that the Cities were to split a future award of similar amount evenly, and assuming Lewiston was required to repay \$140,000 of its \$174,784 annual share all at once, the repayment would represent 80% of Lewiston's annual HOME funds. This would leave scarce resources available for rehabilitation projects in the areas of the most need. Further, the Cities do not have the ability to repay these home funds from non-federal sources, due to the poor economic conditions noted above.

The Cities also acknowledge and understand the impact of this reduction on their planning and administration cap and that the cities must comply with applicable plan regulations if it is necessary to amend the applicable action plan to account for this grant reduction. The Cities also waive the right to a hearing under 24 CFR § 570.913 as required by CPD regulations and in accordance with CPD procedure and policy.

If this approach is acceptable, we intend to amend the Consortium Agreement and corresponding budget to accomplish these administrative changes. Please direct any correspondence regarding this issue to Clinton Deschene, Auburn City Manager at [cdeschene@auburnmaine.gov](mailto:cdeschene@auburnmaine.gov) or 207 333-6601 ext. 1212 with a copy to Dan Nuzzi of Brann and Isaacson, 184 Main Street, Lewiston, ME 04243-3070 and at [DNuzzi@brannlaw.com](mailto:DNuzzi@brannlaw.com) or 207-786-3566. Please let us know if we can provide you with any further information.

Very truly yours,

Jonathan P. LaBonté, Mayor  
City of Auburn

cc: Clinton Deschene, Auburn City Manager  
Robert E. Macdonald, Mayor City of Lewiston  
Ed Barrett, Lewiston City Administrator  
Daniel A. Nuzzi, Esq.

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



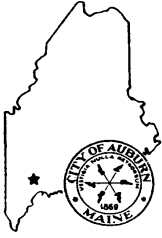
Leroy Walker, Ward Five  
Belinda Gerry, At Large  
David Young, At Large

Jonathan P. LaBonte, Mayor

## **IN CITY COUNCIL**

### **ORDER 77-09082014**

ORDERED, that the City Council authorize the Mayor Labonte to sign the letter to the U. S. Department of Housing and Urban Development requesting a grant reduction on behalf of the City of Lewiston, as recommended by the Community Development staff.



## City Council Workshop Information Sheet

City of Auburn

**Council Workshop Date:** September 8, 2014

**Item** C-2

**Author:** Reine Mynahan, Community Development Director

**Subject:** Procedural Agreement between Auburn and Lewiston

**Information:** The Cities of Auburn and Lewiston have been negotiating to transfer responsibility for implementation of certain programs offered through the HOME Investment Partnerships Program. We have agreed that Lewiston's Homebuyer and Homeowner Rehab Programs will be administered by Auburn staff, as will the oversight of mandatory due diligence for rental projects. The responsibilities to be transferred to Auburn for Homebuyer include all aspects of a successful project except the presentation of loans to Lewiston's loan committee. Auburn's responsibility under the Homeowner Rehab Program will be limited to project development and construction oversight, and the City of Lewiston will retain responsibility for project underwriting and approval. The City of Lewiston will cover Auburn's staffing costs with respect to their projects. For Homebuyer and rental oversight, the cost will be based on an hourly rate plus fringe. We have not yet agreed to an approach for reimbursement for rehab projects. It could be based on an hourly rate or percent of the loan.

### Pro's & Con's

**Pro's:** The City of Lewiston will benefit from having access to Auburn staff who is experienced and properly trained. This approach will increase the capacity of the City of Lewiston to successfully promote their HOME Program. Sharing Community Development staff will improve efficiency for both offices. The City of Auburn will be compensated for its services which will provide another resource for covering salary expenses.

**Con's:** We will need to make their projects the priority when we receive a referral.

**Financial:** Additional resources will be available to share in Auburn's Community Development staffing expenses, but the level will be unpredictable.

**Action Requested at this Meeting:** No action needed

**Previous Meetings and History:** None

**Attachments:** Procedural Agreement between Auburn and Lewiston regarding the HOME Consortium



## City of Lewiston

27 Pine Street  
Lewiston, Maine 04240

## City of Auburn

60 Court Street  
Auburn, Maine 04210



### Procedural Agreement between Auburn and Lewiston Regarding the HOME Consortium.

In accordance with Section 2 of the Consortium Agreement, the Representative Member (City of Auburn) and the Member (City of Lewiston) agree to adhere to the following procedures in regard to the HOME program:

#### **1. Rental Developments/Project Review and Development Oversight**

Prior to final commitment of funds by the City of Lewiston, Auburn Community Development staff will review the project file to assure that major components which are requirements of the HOME Investment Partnerships Program have been properly documented. This may include review of the needs assessment and market study, subsidy layering analysis, developer capacity, financial analysis of the development and operating budgets, affirmative marketing plan, environmental review, on-site inspection, and construction monitoring plan. The City of Lewiston may also utilize Auburn Community Development staff for construction oversight if Lewiston does not have the capacity to manage this portion of the project and requests Auburn's assistance.

#### **2. Homeowner Rehabilitation/Direct Assistance**

Lewiston has an agreement with Community Concepts, Inc. where it provides the city with rehabilitation program assistance. When an application is received, an initial walk through is conducted with CCI, Code Enforcement, and Lewiston Community Development Department to determine which funding source is most appropriate for the rehabilitation work needed. When it is determined that HOME funds are the preferred source of funding for rehabilitation, the City of Lewiston will utilize Auburn's Community Development staff to administer the HOME funded portion of the rehabilitation. For all owner-occupied single family units, Auburn will provide project development and oversight, subject to final project approval from the City of Lewiston and will keep Lewiston informed of the progress during rehabilitation. For all owner occupied properties with 2 or more rental units, CCI will provide project development and oversight of the rental units and will coordinate rehabilitation activities with Auburn, who will provide project development for the owners' unit. For the purposes here, "project development and oversight" is defined as completing the inspection, preparing specifications and administering bidding, contract award, construction oversight, and project closeout. After the bidding is complete and before contract award, Lewiston will take the loan to the Loan Qualification Committee for approval. Once the loan is approved, a loan closing will be scheduled and, with the owner's approval, contracts awarded.

#### **3. Homebuyer Direct Assistance**

The City of Lewiston will utilize Auburn's Community Development staff to administer its HOME fund offerings for home purchases. Auburn will provide home buyer counseling to get the client mortgage ready and the underwriting. This will include application, income verification, credit reports, length of employment, affordability ratios, FHA limits, property appraisal ("as improved" when a rehabilitation loan is included), financial analysis, loan underwriting, evaluation of the property, ensuring housing standard are met, analysis and loan underwriting, loan closing, and post homebuyer counseling. Auburn will coordinate the tasks of evaluating the property and ensuring that housing standards are met with the City of Lewiston and invite representatives of

Lewiston to participate in the property evaluation. Representatives of the City of Lewiston must approve all loans prior to final closing.

\_\_\_\_\_  
Clint Deschene, City Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Edward Barrett, City Administrator

Date: \_\_\_\_\_



## City Council Workshop Information Sheet

City of Auburn

**Council Workshop Date:** September 8, 2014

**Item** D

**Author:** Jill Eastman, Finance Director

**Subject:** Creation of a City of Auburn Finance Committee

**Information:** Please see attached memo.

**Pro's & Con's:** More transparency and understanding of the monthly financial reports. Review and a better understanding of certain bid awards.

**Financial:** N/A

**Action Requested at this Meeting:** Discussion

**Previous Meetings and History:** None

**Attachments:**

Memo

# City of Auburn, Maine

*"Maine's City of Opportunity"*

## Finance Department

**TO:** Clint Deschene, City Manager  
**FROM:** Jill Eastman, Finance Director  
**DATE:** September 2, 2014  
**SUBJECT:** Finance Committee



The following memo is intended to outline recommendations for structure and responsibilities for a Finance Committee. It is recommended that the committee be made up of 3 members, the 2 Councilors on the audit committee and the citizen member of the audit committee.

### **Finance Committee**

1. As an advisory body of the City Council on finance within the City, the Finance Committee holds a public monthly meeting to review the monthly financial report prepared by the Finance Director.
2. Prior to the monthly meeting, generally held the third Monday of each month at 4:30 PM at the City Building, additional time is needed to review the financial report provided in the Council packet for the council meeting held on the same night.
3. Additional meetings may be required to review bids if necessary.

### **Duties of the Finance Committee**

1. The review of monthly financial reports with the Finance Director.
2. The review of any bid awards that the Finance Director and/or City Manager choose to use an exception to authorize the award, (not including any bids related to or governed by Federal or State mandates).
3. The review and recommendation to the full council of any new or amended financial policies.



## **City of Auburn Finance Committee Member**

**Position Title: Finance Committee Member**

**Selection: Appointment to the Audit Committee by the Mayor**

**Term: 2 year term concurrent with Councilor's term in office**

**Accountable to: Auburn City Council**

### **Function**

To review with the Finance Director monthly financial reports, bids that would be awarded by exception (not including any bids related to or governed by Federal or State mandates), and review and make recommendations on new or amended financial policies. To serve as a liaison between the Finance Director, the City Council and the citizens of Auburn.

### **Responsibilities**

1. To attend meetings regularly or notify the Chairperson or Finance Director in advance of absence.
2. To adequately review information and prepare for meetings.
3. To consult and offer advice to the City Council regarding financial policies and procedures.

### **Time Commitment**

The Finance Committee meetings will generally be held on the third Monday of each month at 4:30PM at Auburn Hall. The meetings should last no more than one hour. Various special meeting may be held throughout the year if needed.



## City Council Workshop Information Sheet

City of Auburn

**Council Workshop Date:** September 8, 2014

**Item** E

**Author:** Doug Greene, City Planner

**Subject:** Resolution to apply for Recreational Trails Grant- Barker Mill Trail Extension

**Information:** The Council is being asked to support a resolution to apply for a Recreational Trails Grant to extend the Barker Mill Trail along Mill Street down to the intersection at South Main Street. This trail section is part of a larger trail system for Auburn and when completed will connect New Auburn to the Barker Mill Trail along the Little Androscoggin River. Future connections will create a larger loop of trails connecting schools, parks and conserved land for the entire community to enjoy.

The project would require a 20 % match of \$8,750 for a total award maximum of \$35,000. This is a reimbursement grant and the funds would need to be available on the front end. The proposed project will widen the existing sidewalk from the intersection of Mill and South Main from 4 feet to 6 feet, add new fencing, create a new section of trail in front of and connecting to the Barker Mill Arms Apartments, and create a parking lot and trailhead at the beginning of the Barker Mill Trail.

**Pro's & Con's:** Pro's- This section of trail will connect New Auburn, residents of the Barker Mill Arms Apartment to the Barker Mill Trail. The proposed parking lot/trailhead will add a convenient place for residents and visitors to come and utilize the beautiful trail along the Little Androscoggin River. The trail will create an opportunity for healthy living, access to natural resources, social interaction and community improvement. The trail is part of a larger plan of interconnected trails throughout Auburn and Lewiston.

Con's- A portion of the proposed trail is in the area of the Barker Dam penstock, which is leaking. The leaking can be mitigated by perforated drain pipes. The City will be required to maintain the trail.

**Financial:** The local matching funding will be a maximum of \$8,750. The maximum award from the state is \$35,000. The preliminary budget is \$40,757 (attached), this would require a match of \$8,151.40 and include state funding of \$32,605.60.

**Action Requested at this Meeting:** Endorsement of the resolution and consent order at the next regular meeting.

**Previous Meetings and History:** None.

### Attachments:

1. Resolution to apply for Recreational Trails Grant.
2. Overall trail map for the general area.
3. Map of the Barker Mill Trail Extension.
4. Proposed budget (tentative).

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

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



Jonathan P. LaBonte, Mayor

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

## IN CITY COUNCIL

### RESOLVE 09-09082014

WHEREAS, the Barker Mill Trail is an integral part of a larger trail system in Auburn, and

WHEREAS, the Barker Mill Trail is recommended to be implemented in the 2010 Comprehensive Plan, the New Auburn Master Plan, the New Auburn Village Center and Transportation Plan and the Androscoggin River Greenway Plan (Androscoggin Land Trust), and

WHEREAS, the Barker Mill Trail is currently incomplete and the construction of the missing component in New Auburn will provide additional recreational opportunities, healthy exercise and social benefits to the community, and

WHEREAS, the State of Maine Department of Agriculture, Conservation and Forestry, Bureau of Parks and Lands has opened a new round of the Recreational Trails Grant Program.

THEREFORE, the Auburn City Council hereby authorizes the Department of Planning and Development to apply for the Recreational Trail Development Grant from the Bureau of Parks and Lands for the construction of the Barker Mill Trail Extension.

# BARKER MILL GREENWAY TRAIL PROPOSAL



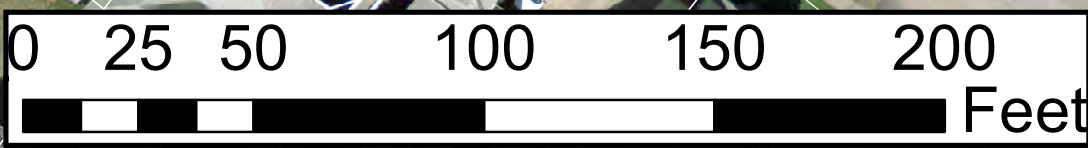
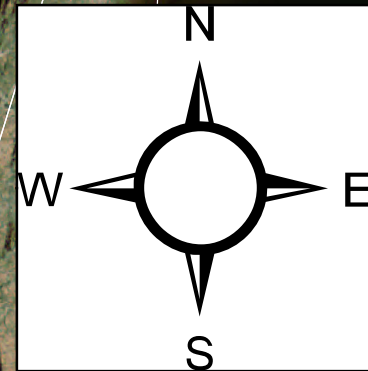


**Section1-** Widen sidewalk to 6 feet, replace fence, paint cross walk at street entrances, add seating area.

**Section2-** Construct new 6 feet trail, Re-construct walkway to Barker Mill Arms Apt.

**Section3-** Continue 6 feet trail to start of Barker Mill Trail, add signage and parking area/trailhead.

# Recreational Trails Grant Barker Mill Trail Extension





## Barker Mill Trail Extension Estimate\*

### Section 1: Main Street to Barker Arms entrance

Length (ft) 385  
Width (ft) 6

Item	Quantity	U/M	Unit Price	Total
Common Excavation	29	CY	\$35	\$998
Type A Gravel	43	CY	\$50	\$2,139
Hot Mix Asphalt	28	TON	\$150	\$4,235
Loam & Seed	257	SY	\$10	\$2,567
				<u>\$9,939</u>

### Replace existing Fencing

Length (ft) 136

Item	Quantity	U/M	Unit Price	Total
4' x 8' panels	17		\$230	\$3,910
3" x 3 " x 7' posts	18		\$80	\$1,440
Installation				<u>\$2,675</u>
				\$8,025

### Section 2: Barker Arms entrance to Dam control entrance

Length (ft) 310  
Width (ft) 6

Item	Quantity	U/M	Unit Price	Total
Common Excavation	80	CY	\$15	\$1,206
Type A Gravel	121	CY	\$30	\$3,617
Hot Mix Asphalt	23	TON	\$150	\$3,410
Loam & Seed	207	SY	\$10	\$2,067
				<u>\$10,299</u>

### River View/ Seating Area

300 s.f.

Item	Quantity	U/M	Unit Price	Total
Common Excavation	5	CY	\$15	\$75
Type A Gravel	10	CY	\$30	\$300
Hot Mix Asphalt	3	TON	\$150	<u>\$450</u>
				\$825

**Section 3: Proposed Trailhead Area****Dam control entrance improvement**

Length (ft) 30  
 Width (ft) 20

Item	Quantity	U/M	Unit Price	Total
Common Excavation	8	CY	\$35	\$272
Type A Gravel	12	CY	\$50	\$583
Hot Mix Asphalt	7	TON	\$150	\$1,100
				<u>\$1,956</u>

**Dam control parking area improvement**

Length (ft) 100  
 Width (ft) 20

Item	Quantity	U/M	Unit Price	Total
Common Excavation	26	CY	\$35	\$907
Type A Gravel	39	CY	\$50	\$1,944
				<u>\$2,852</u>

**Trailhead improvement**

Length (ft) 20  
 Width (ft) 10

Item	Quantity	U/M	Unit Price	Total
Common Excavation	5	CY	\$75	\$389
Type A Gravel	8	CY	\$100	\$778
Hot Mix Asphalt	2	TON	\$200	\$489
Sign				<u>\$1,500</u>
				<u>\$3,156</u>

Total \$37,052  
 10% Contingency \$3,705  
 Grand Total \$40,757

\* Preliminary cost estimate



## City Council Agenda Information Sheet

City of Auburn

**Council Meeting Date:** September 8, 2014

**Order** 70-09082014\*

**Author:** Sue Clements-Dallaire

**Subject:** Board and Committee Appointment Process

**Information:** The current Board and Committee Appointment Process was adopted in December of 2012. It has been recommended that this be brought forward to Council to revisit the process. The process and application have been revised to reflect the recommended changes.

**Pro's & Con's:** Pros' - Improved process which incorporates Councils recommended changes. Con's – none.

**Financial:** N/A

**Action Requested at this Meeting:** Recommend passage of the amended Board and Committee Appointment Process.

**Previous Meetings and History:** Presented at the 8/18/2014 City Council Workshop.

**Attachments:**

Appointment Process  
Order 70-09082014

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



## **CITY OF AUBURN BOARD AND COMMITTEE APPOINTMENT PROCESS**

The Mayor shall appoint a three member committee hereinafter called the “Appointment Committee”. The Appointment Committee shall review all applications to boards or committees assigned per attachment “Committees of the City of Auburn”; the Committees may interview applicants, including incumbents, for vacancies on all City boards, commissions and committees.

The Appointment Committee may review term expirations and propose appointments as frequently as necessary. The Clerk shall notify the various boards, commissions, and committees, the Mayor, the City Manager and the City Council members of the upcoming expirations and any current vacancies periodically, but not less than once per year.

Incumbents will receive a letter from the Clerk notifying them of the expiration of their term and letting them know they need to reapply. Additionally the Clerk shall post on the City website a notice of vacancy for at least 30 days. However, if a term becomes vacant due to a resignation, death, residency, disqualification, or other sudden vacancy, the committee may shorten or eliminate the 30 day posting. The Clerk will also notify all alternate members so that they may apply for full membership, if interested.

A notice shall be placed on the City’s website. The Clerk may create an email group of neighborhood group contacts, Chamber, contacts and other interested individuals to which the advertisement may be sent.

Applications shall only be accepted during the posted period and must be postmarked no later than the deadline. Emails are acceptable and must be time stamped in advance of the deadline. Incumbents must reapply each time. All applicants are required to send a completed application form and it is recommended that they also send a resume and a cover letter to apply.

The Clerk shall notify the staff person to the board, commission, or committee in question, so that he/she can also have a conversation with any incumbents to let them know their term is expiring.

All boards, commissions, and committees will be provided with a brief description of that board’s duties and the qualifications for appointment will be in the header, notebooks containing the ordinances/by-laws pertaining to each board, commission, or committee, and a list of the incumbents on all boards.

The Appointment Committee meetings are considered a Public Meeting. The date and time of the meeting will be posted on the City website at least 2 days prior to the meeting. All City Councilors will receive copies of the applications to review at least one week prior to the Appointment Committee meeting. During the Appointment Committee meetings, the Committee may enter into Executive Session to review applications.

The Appointment Committee may vote by hand or by consensus on the nominee for each vacancy. If the Appointment Committee does not agree on a nominee, a vacancy may be re-advertised or presented to the City Council.

The day after the nominations are completed, the Clerk shall notify the employees who staff the boards, commission, or committees, to let them know who is being nominated or that a position is being re-advertised. Also on that day, letters shall be sent to those applicants who are being nominated, ~~and to those who are not.~~ Nominees shall be told when their appointment is going to the full Council agenda. Appointments will appear under New Business with possible Executive Session as a Consent Calendar item. ~~Nominees will be~~ asked to attend the meeting.

Except for legal retention purposes, resumes will not be kept for future vacancies, once interviews have been held. The process shall start fresh each time, ensuring that resumes are current and received from applicants qualified to fill the positions.

The Clerk shall prepare the order for the Council meeting, noting the names, board to which members are being appointed and the term expiration date. At the meeting, the Mayor shall ask the new board members to stand and introduce themselves, once the order has passed.

The next day, after the Council appointments are passed, the Clerk shall send a letter to each new member, congratulating them, advising them of the expiration date of their term, telling them who the staff person is and letting them know they must be sworn in before their first meeting. A copy of this letter shall be sent to the staff person for that committee along with the new member's resume.

The website shall provide a complete list of all the board and committee members currently serving, date of end of term, and date of original appointment.

All appointments in this policy are those subject to the approval of the City Council. Appointments of the Mayor as conferred in Charter are subject to this process or processes.

### **Alternate Member**

An alternate member shall participate in all meetings with the same rights as a full member, except they shall not have the right to vote. The right to vote shall only be conferred by a vote of full members present to fill an absence, temporarily vacated seat, or to replace a member who has removed themselves due a conflict of interest. Alternate members shall be appointed to voting rights on a rotating basis, so as to preserve fairness. The purpose of alternate members is to sustain a full voting board and to educate new interested persons before becoming a full member. It is the intent but not mandate of the Council to promote Alternate Members to full membership before accepting new members to a board or committee.

### **Reports and Vacancies**

A vacancy on any appointive board, commission, or committee of the city shall exist upon the occurrence of any of the following events:

- (a) Death of a member.
- (b) Resignation of a member.
- (c) Moving by a member of the member's place of residence from the City of Auburn. When a member moves from the City of Auburn, the vacancy shall occur immediately and the member shall not serve at any further meetings.
- (d) Failure of a member to attend more than three (3) consecutive meetings or absence from five (5) meetings during the preceding twelve-month period.

### **Reporting actions and vacancies.**

The chairman of each board or commission of the city shall certify or cause the secretary of the board or commission to certify to the city council each month the actions of said board or commission, together with the record of absences of members. In such report, the chairman or secretary of each such board or commission shall notify the city council of any vacancy occurring on such board or commission. In the event that a vacancy occurs, the board or commission may, by majority vote of its membership, exclusive of the member affected, recommend to the city council that the attendance provision be waived for cause, in which case no vacancy shall exist until the city council disapproves the recommendation.

### **Removal from Office**

An official or officials who are alleged to have caused grounds for removal from office are subject to the "Policy for Removal of Officials Appointed to Boards, Commissions and Committees" approved as part of this policy.

## **POLICY FOR REMOVAL OF OFFICIALS APPOINTED TO BOARDS, COMMISSIONS AND COMMITTEES**

1. Purpose. The purpose of this policy is to have in place a process for the removal of officials appointed to boards, commissions and committees
  2. Authority. The City Council exercises its authority to remove officials under Title 30-A, section 2601 which allows the removal for cause after notice and hearing.
  3. Cause. All grounds constituting cause cannot be detailed. However, the following are examples of conduct which may result in removal for cause:
    - A. More than three consecutive absences or five absences within a calendar year, unexcused by the Board, Commission or Committee by majority vote. This subsection may not be used unless the records of the Board, Commission or Committee reflect the facts constituting grounds. Nothing in this subsection shall be interpreted to prevent an official from requesting a leave of absence from the Council for unusual circumstances. Unusual circumstances could include, but not be limited to, illness of the official or an immediate family member; temporary relocation for employment, military duty or educational reasons; and increased temporary child care responsibilities. In making the decision whether or not to grant a leave of absence, the Council shall balance the needs of the City and the Board, Commission or Committee with the needs of the official.
    - B. Inappropriate public conduct or conduct to other officials related to the office held. Examples include but are not limited to verbal abuse to other officials or members of the public, or obstruction of meetings of the Board, Commission or Committee.
    - C. Impairment by alcoholic beverages or drugs at Board, Commission or Committee functions.
    - D. Indictment or conviction (1) for a Class C or higher Crime, or (2) for a Class D or lower crime or a civil violation, directly or indirectly affecting the office held. Examples of Class D or lower crimes or civil violations affecting the office held would be shoplifting a compact disk where the office involved the handling of money; or violations of a protected resource where the Board, Commission or Committee deals with that resource. These provisions apply even when the conduct leading to the indictment or conviction has taken place outside the City of Auburn or State of Maine.
    - E. Other reasons related to the good of the Committee, the City or the office held.
1. Removal procedure.

- A. Separation of roles. While a City Councilor sitting in a removal proceeding may be aware of the facts and circumstances leading to the proceeding, the City Council recognizes that no individual Councilor may prejudge the proceedings. Therefore, in a proceeding to remove an appointed official, the facts and circumstances shall be investigated by the City Manager or the City Manager's designee (hereinafter "the City Manager"), rather than an individual Councilor. Should allegations be brought to an individual Councilor, which the individual Councilor believes may be cause for removal, the individual Councilor shall turn the facts and circumstances over to the City Manager, and refer further inquiries to the City Manager. Inquiries to other Councilors shall be turned over to the City Manager. No Councilor shall participate in any removal hearing if that Councilor has an interest, a conflict, or is disqualified, under the Rules of Order and Procedure for Auburn City Council.
- B. Investigation. The City Manager shall investigate the allegations as soon as reasonably possible. If the City Manager determines the allegations create probable grounds for removal, the City Manager shall notify the official in writing that the City Manager is contemplating a recommendation to the City Council that the official be removed, outlining the City Manager's reasons. The City Manager shall provide the official a reasonable amount of time to provide the official's position on the allegations, before the City Manager finalizes the recommendation to the City Council.
- C. Hearing. If the City Manager recommends removal, the City Council shall schedule a hearing on the official's removal. The hearing shall be scheduled at a time which will allow the City Manager and the official an adequate opportunity to prepare their presentations to the City Council. At the hearing, the City Manager shall present the City's case with the official's case following. The presentations may include witnesses and exhibits, including documents. The City Manager and the officials shall provide each other a list of witnesses and exhibits at least seven days before the hearing date unless another time is agreed upon. Each party shall be allowed to ask questions of the other party's witnesses. Evidence will be admissible if it is evidence which would be relied upon by persons in the conduct of serious affairs. This means, for example, that hearsay evidence will not be excluded, and that the procedure will be conducted according to the principles of fair play rather than of strict rules of evidence.
- D. Confidentiality. The hearing shall be conducted in open session unless the Council determines public discussion could reasonably be expected to cause damage to the official's reputation or the official's

right to privacy would be violated. If the Council makes that determination, all related materials will be confidential until a final, non-appealable decision. Regardless of the Council's decision on public discussion, the official may request in writing that the hearing be conducted in open session, and that all related materials be public.

Even if the hearing is conducted in open session, it is not a public hearing. Stated differently, the only persons presenting testimony or evidence will be those persons selected by the City Manager or official. The general public will not be invited to testify at the hearing.

- E. Decision. After the City Council hears the evidence, it shall issue a written decision of those present and voting. The written decision shall state the facts and conclusions upon which the City Council relies in making its decision. If the written decision removes the official from office, the written decision shall become public as soon as it is a final, non-appealable, decision. The vote on the written decision shall be by majority vote.

- 5. Resignation. If the official elects to resign at any stage of this process, the process shall terminate, and any pending investigation or hearing under this process shall cease.

## COMMITTEES & BOARDS OF THE CITY OF AUBURN

### Board Name

911

ABDC

**\* Airport - see notes**

ATRC

Audit and Procurement

**Bike-Ped Committee**

**\*Board of Assessment Review**

**\*Cable TV Advisory**

CDBG Community Advisory

**\*CDBG Loan**

~~Discharge~~

~~Energy~~

Ethics Advisory Panel

~~Forestry~~

**\*Auburn Housing**

~~Investment Advisory~~

L-A Community Forest Program & Board

LA Public Health

LAEGC

**\*LATC**

~~LAWPC~~

Library

MMWAC

Neighborhood Stabilization

New Auburn Master Plan Implementation

**\*Planning Board**

Railroad

**\*Recreation & Special Events Advisory**

~~Recycling~~

School

**\*Sewerage District**

~~USM~~

**\*Water District**

**\*Zoning Board of Appeals**

\*Council appointed

The Auburn-Lewiston Airport Board, one Auburn resident seat is Council appointed

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



Jonathan P. LaBonte, Mayor

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

## **IN CITY COUNCIL**

### **ORDER 70-09082014**

ORDERED, that the City Council hereby approves the amendments to the Committee Appointment process that was previously adopted on 12/3/2012 (Order 97-12032012).

### **CITY OF AUBURN BOARD AND COMMITTEE APPOINTMENT PROCESS**

The Mayor shall appoint a three member committee hereinafter called the "Appointment Committee". The Appointment Committee shall review all applications to boards or committees assigned per attachment "Committees of the City of Auburn"; the Committees may interview applicants, including incumbents, for vacancies on all City boards, commissions and committees.

The Appointment Committee may review term expirations and propose appointments as frequently as necessary. The Clerk shall notify the various boards, commissions, and committees, the Mayor, the City Manager and the City Council members of the upcoming expirations and any current vacancies periodically, but not less than once per year.

Incumbents will receive a letter from the Clerk notifying them of the expiration of their term and letting them know they need to reapply. Additionally the Clerk shall post on the City website a notice of vacancy for at least 30 days. However, if a term becomes vacant due to a resignation, death, residency, disqualification, or other sudden vacancy, the committee may shorten or eliminate the 30 day posting. The Clerk will also notify all alternate members so that they may apply for full membership, if interested.

A notice shall be placed on the City's website. The Clerk may create an email group of neighborhood group contacts, Chamber, contacts and other interested individuals to which the advertisement may be sent.

Applications shall only be accepted during the posted period and must be postmarked no later than the deadline. Emails are acceptable and must be time stamped in advance of the deadline. Incumbents must reapply each time. All applicants are required to send a completed application form and it is recommended that they also send a resume and a cover letter to apply.

The Clerk shall notify the staff person to the board, commission, or committee in question, so that he/she can also have a conversation with any incumbents to let them know their term is expiring.

All boards, commissions, and committees will be provided with a brief description of that board's duties and the qualifications for appointment will be in the header, notebooks containing the ordinances/by-laws pertaining to each board, commission, or committee, and a list of the incumbents on all boards.



The Appointment Committee meetings are considered a Public Meeting. The date and time of the meeting will be posted on the City website at least 2 days prior to the meeting. All City Councilors will receive copies of the applications to review at least one week prior to the Appointment Committee meeting. During the Appointment Committee meetings, the Committee may enter into Executive Session to review applications.

The Appointment Committee may vote by hand or by consensus on the nominee for each vacancy. If the Appointment Committee does not agree on a nominee, a vacancy may be re-advertised or presented to the City Council.

The day after the nominations are completed, the Clerk shall notify the employees who staff the boards, commission, or committees, to let them know who is being nominated or that a position is being re-advertised. Also on that day, letters shall be sent to those applicants who are being nominated. Nominees shall be told when their appointment is going to the full Council agenda. Appointments will appear under New Business with possible Executive Session . Nominees will be asked to attend the meeting.

Except for legal retention purposes, resumes will not be kept for future vacancies, once interviews have been held. The process shall start fresh each time, ensuring that resumes are current and received from applicants qualified to fill the positions.

The Clerk shall prepare the order for the Council meeting, noting the names, board to which members are being appointed and the term expiration date. At the meeting, the Mayor shall ask the new board members to stand and introduce themselves, once the order has passed.

The next day, after the Council appointments are passed, the Clerk shall send a letter to each new member, congratulating them, advising them of the expiration date of their term, telling them who the staff person is and letting them know they must be sworn in before their first meeting. A copy of this letter shall be sent to the staff person for that committee along with the new member's resume.

The website shall provide a complete list of all the board and committee members currently serving, date of end of term, and date of original appointment.

All appointments in this policy are those subject to the approval of the City Council. Appointments of the Mayor as conferred in Charter are subject to this process or processes.

### **Alternate Member**

An alternate member shall participate in all meetings with the same rights as a full member, except they shall not have the right to vote. The right to vote shall only be conferred by a vote of full members present to fill an absence, temporarily vacated seat, or to replace a member who has removed themselves due a conflict of interest. Alternate members shall be appointed to voting rights on a rotating basis, so as to preserve fairness. The purpose of alternate members is to sustain a full voting board and to educate new interested persons before becoming a full member. It is the intent but not mandate of the Council to promote Alternate Members to full membership before accepting new members to a board or committee.

### **Reports and Vacancies**

A vacancy on any appointive board, commission, or committee of the city shall exist upon the occurrence of any of the following events:

- (a) Death of a member.
- (b) Resignation of a member.
- (c) Moving by a member of the member's place of residence from the City of Auburn. When a member moves from the City of Auburn, the vacancy shall occur immediately and the member shall not serve at any further meetings.
- (d) Failure of a member to attend more than three (3) consecutive meetings or absence from five (5) meetings during the preceding twelve-month period.

### **Reporting actions and vacancies.**

The chairman of each board or commission of the city shall certify or cause the secretary of the board or commission to certify to the city council each month the actions of said board or commission, together with the record of absences of members. In such report, the chairman or secretary of each such board or commission shall notify the city council of any vacancy occurring on such board or commission. In the event that a vacancy occurs, the board or commission may, by majority vote of its membership, exclusive of the member affected, recommend to the city council that the attendance provision be waived for cause, in which case no vacancy shall exist until the city council disapproves the recommendation.

### **Removal from Office**

An official or officials who are alleged to have caused grounds for removal from office are subject to the "Policy for Removal of Officials Appointed to Boards, Commissions and Committees" approved as part of this policy.

## **POLICY FOR REMOVAL OF OFFICIALS APPOINTED TO BOARDS, COMMISSIONS AND COMMITTEES**

1. Purpose. The purpose of this policy is to have in place a process for the removal of officials appointed to boards, commissions and committees
  2. Authority. The City Council exercises its authority to remove officials under Title 30-A, section 2601 which allows the removal for cause after notice and hearing.
  3. Cause. All grounds constituting cause cannot be detailed. However, the following are examples of conduct which may result in removal for cause:
    - A. More than three consecutive absences or five absences within a calendar year, unexcused by the Board, Commission or Committee by majority vote. This subsection may not be used unless the records of the Board, Commission or Committee reflect the facts constituting grounds. Nothing in this subsection shall be interpreted to prevent an official from requesting a leave of absence from the Council for unusual circumstances. Unusual circumstances could include, but not be limited to, illness of the official or an immediate family member; temporary relocation for employment, military duty or educational reasons; and increased temporary child care responsibilities. In making the decision whether or not to grant a leave of absence, the Council shall balance the needs of the City and the Board, Commission or Committee with the needs of the official.
    - B. Inappropriate public conduct or conduct to other officials related to the office held. Examples include but are not limited to verbal abuse to other officials or members of the public, or obstruction of meetings of the Board, Commission or Committee.
    - C. Impairment by alcoholic beverages or drugs at Board, Commission or Committee functions.
    - D. Indictment or conviction (1) for a Class C or higher Crime, or (2) for a Class D or lower crime or a civil violation, directly or indirectly affecting the office held. Examples of Class D or lower crimes or civil violations affecting the office held would be shoplifting a compact disk where the office involved the handling of money; or violations of a protected resource where the Board, Commission or Committee deals with that resource. These provisions apply even when the conduct leading to the indictment or conviction has taken place outside the City of Auburn or State of Maine.
    - E. Other reasons related to the good of the Committee, the City or the office held.
1. Removal procedure.
    - A. Separation of roles. While a City Councilor sitting in a removal proceeding may be aware of the facts and circumstances leading to the proceeding, the City Council recognizes that no individual Councilor may prejudge the proceedings. Therefore, in a proceeding to remove an appointed official, the facts and circumstances shall be investigated by the City Manager or the City Manager's designee (hereinafter "the City Manager"), rather than an individual Councilor. Should allegations be brought to an individual Councilor, which the individual Councilor believes may be cause for removal, the individual Councilor shall turn the facts and circumstances over to the City Manager, and refer further inquiries to the City Manager. Inquiries to other Councilors shall be turned over to the City Manager. No Councilor shall participate

in any removal hearing if that Councilor has an interest, a conflict, or is disqualified, under the Rules of Order and Procedure for Auburn City Council.

- B. Investigation. The City Manager shall investigate the allegations as soon as reasonably possible. If the City Manager determines the allegations create probable grounds for removal, the City Manager shall notify the official in writing that the City Manager is contemplating a recommendation to the City Council that the official be removed, outlining the City Manager's reasons. The City Manager shall provide the official a reasonable amount of time to provide the official's position on the allegations, before the City Manager finalizes the recommendation to the City Council.
- C. Hearing. If the City Manager recommends removal, the City Council shall schedule a hearing on the official's removal. The hearing shall be scheduled at a time which will allow the City Manager and the official an adequate opportunity to prepare their presentations to the City Council. At the hearing, the City Manager shall present the City's case with the official's case following. The presentations may include witnesses and exhibits, including documents. The City Manager and the officials shall provide each other a list of witnesses and exhibits at least seven days before the hearing date unless another time is agreed upon. Each party shall be allowed to ask questions of the other party's witnesses. Evidence will be admissible if it is evidence which would be relied upon by persons in the conduct of serious affairs. This means, for example, that hearsay evidence will not be excluded, and that the procedure will be conducted according to the principles of fair play rather than of strict rules of evidence.
- D. Confidentiality. The hearing shall be conducted in open session unless the Council determines public discussion could reasonably be expected to cause damage to the official's reputation or the official's right to privacy would be violated. If the Council makes that determination, all related materials will be confidential until a final, non-appealable decision. Regardless of the Council's decision on public discussion, the official may request in writing that the hearing be conducted in open session, and that all related materials be public.

Even if the hearing is conducted in open session, it is not a public hearing. Stated differently, the only persons presenting testimony or evidence will be those persons selected by the City Manager or official. The general public will not be invited to testify at the hearing.

- E. Decision. After the City Council hears the evidence, it shall issue a written decision of those present and voting. The written decision shall state the facts and conclusions upon which the City Council relies in making its decision. If the written decision removes the official from office, the written decision shall become public as soon as it is a final, non-appealable, decision. The vote on the written decision shall be by majority vote.

- 5. Resignation. If the official elects to resign at any stage of this process, the process shall terminate, and any pending investigation or hearing under this process shall cease.

## COMMITTEES & BOARDS OF THE CITY OF AUBURN

### **Board Name**

911

ABDC

**\* Airport - see notes**

ATRC

Audit and Procurement

**Bike-Ped Committee**

**\*Board of Assessment Review**

**\*Cable TV Advisory**

CDBG Community Advisory

**\*CDBG Loan**

Ethics Panel

**\*Auburn Housing**

L-A Community Forest Program & Board

LA Public Health

LAEGC

**\*LATC**

Library

MMWAC

Neighborhood Stabilization

New Auburn Master Plan Implementation

**\*Planning Board**

Railroad

**\*Recreation & Special Events Advisory**

School

**\*Sewerage District**

**\*Water District**

**\*Zoning Board of Appeals**

**\*Council appointed**

The Auburn-Lewiston Airport Board, one Auburn resident seat is Council appointed



## City Council Agenda Information Sheet

City of Auburn

**Council Meeting Date:** September 8, 2014

**Order** 71-09082014\*

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

### **Subject: Transfer of Forfeiture Asset – Jeremy Klein-Golden**

#### **Information:**

In March 2014, Auburn officers went to the residence of Mr. Klein-Golden for the purpose of conducting a bail check. Mr. Klein-Golden was on bail for Unlawful Possession of Drugs. His bail conditions subjected him to random search and testing.

The search of the residence led to the seizure of 4.5 grams of heroin as well as \$2,850.00 in US Currency, which was on Mr. Klein-Golden's person. Mr. Klein-Golden was arrested and charged with Aggravated Trafficking In Schedule Drugs; Class A and Violating Conditions of release; Class E.

**Pro's & Con's:** Asset forfeiture funds will be used for K-9 program expenses.

#### **Financial:**

The State of Maine, Office of the Attorney General, seeks to transfer \$2,850.00 U.S. Currency, to the Auburn Police Department.

**Action Requested at this Meeting:** Vote to accept transfer of \$2,850.00 in U.S. Currency.

**Previous Meetings and History:** N/A

#### **Attachments:**

\*Memo to City Manager

\*Order 71-09082014

*\*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:** August 21, 2014  
**Re:** Criminal Forfeiture Funds – **Jeremy Klein-Golden**

---

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

- **Superior Court Criminal Docket No. CR-14-305 - Jeremy Klein-Golden \$2,850.00**

In March 2014, Auburn officers went to the residence of Mr. Klein-Golden for the purpose of conducting a bail check. Mr. Klein-Golden was on bail for Unlawful Possession of Drugs. His bail conditions subjected him to random search and testing.

The search of the residence led to the seizure of 4.5 grams of heroin as well as \$2,850.00 in US Currency, which was on Mr. Klein-Golden's person. Mr. Klein-Golden was arrested and charged with Aggravated Trafficking In Schedule Drugs; Class A and Violating Conditions of release; Class E.

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



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

Jonathan P. LaBonte, Mayor

## IN CITY COUNCIL

### ORDER 71-09082014

**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 (Jeremy Klein-Golden) in Rem, or any portion thereof (\$2,850.00 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 (Jeremy Klein-Golden) in Rem, or any portion thereof (\$2,850.00 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 September 8, 2014.





## City Council Agenda Information Sheet

City of Auburn

**Council Meeting Date:** September 8, 2014

**Order** 72-09082014\*

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

### **Subject: Transfer of Forfeiture Asset – William Tardif**

#### **Information:**

In May 2014, an Auburn officer conducted a motor vehicle stop in which Mr. Tardif was the operator. Mr. Tardif had two sets of current bail conditions which subjected him to search for drugs at anytime without articulable suspicion. Subsequent to the search, the officer seized a black digital scale containing white residue, 0.3 grams of cocaine and 1.8 grams of heroin. In addition, \$566.00 in US Currency was seized as suspected proceeds from the illegal sale of drugs.

Tardif was arrested and charged with Unlawful Furnishing Schedule Drugs; Class C and Violating Conditions of Release, Class E.

**Pro's & Con's:** Asset forfeiture funds will be used for K-9 program expenses.

#### **Financial:**

The State of Maine, Office of the Attorney General, seeks to transfer \$566.00 U.S. Currency, to the Auburn Police Department.

**Action Requested at this Meeting:** Vote to accept transfer of \$566.00 in U.S. Currency.

**Previous Meetings and History:** N/A

#### **Attachments:**

\*Memo to City Manager

\*Order 72-09082014

*\*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:** August 21, 2014  
**Re:** Criminal Forfeiture Funds – **William Tardif**

---

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

- **Superior Court Criminal Docket No. CR-14-503 – William Tardif \$566.00**

In May 2014, an Auburn officer conducted a motor vehicle stop in which Mr. Tardif was the operator. Mr. Tardif had two sets of current bail conditions which subjected him to search for drugs at anytime without articulable suspicion. Subsequent to the search, the officer seized a black digital scale containing white residue, 0.3 grams of cocaine and 1.8 grams of heroin. In addition, \$566.00 in US Currency was seized as suspected proceeds from the illegal sale of drugs.

Tardiff was arrested and charged with Unlawful Furnishing Schedule Drugs; Class C and Violating Conditions of Release, Class E.

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



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

Jonathan P. LaBonte, Mayor

## IN CITY COUNCIL

### ORDER 72-09082014

**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 (William Tardif) in Rem, or any portion thereof (\$566.00 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 (William Tardif) in Rem, or any portion thereof (\$566.00 U.S. Currency), pursuant to 15 M.R.S.A. § §5826(6) by vote of the Auburn municipal legislative body on or about September 8, 2014.

## **IN COUNCIL REGULAR MEETING AUGUST 18, 2014 VOL. 34 PAGE 54**

Mayor LaBonté called the meeting to order at 7:15 P.M. in the Council Chambers of Auburn Hall and led the assembly in the salute to the flag. Councilor Young had an excused absence. All other Councilors were present.

### **I. Consent Items**

### **II. Minutes**

- August 4, 2014 Regular Council Meeting

Motion was made by Councilor LaFontaine and seconded by Councilor Hayes to approve the minutes of August 4, 2014 as presented. Passage 6-0.

### **III. Reports**

#### **Reports**

**Mayor's Report** – The Citizens Advisory Committee (CAC) application period has been extended; Bates College students will be assisting with the CAC during the planning process; Hartt Transportation ground breaking who is building a new facility in Auburn; three TIFs for Council to consider; there are 3 candidates for President of the LAEGC that are in town and there will be a reception held at the Hilton on August 19, 2014 where the public can meet and interact with the 3 candidates.

**City Councilors' Reports** – Councilor Gerry on financials of Auburn Housing; Lewiston-Auburn Transportation Center (LATC) bus passes (funded through a Community Concepts grant). The deadline to get the bus pass is 9/30/2014. Councilor Lee on the reception for the LAEGC presidential candidates; the recent accident on the corner of High and Elm Streets; and urged people to please not feed the ducks in the Festival Plaza area. Councilor Crowley gave her Ward 1 report.

**City Manager Report** – Morris Auto Parts/Auto Graveyard-Junkyard license; Special Event Committee; East Auburn Neighborhood Committee; Comprehensive Plan.

#### **Finance Director, Jill Eastman**

- July 2014 Monthly Finance Report

Motion was made by Councilor LaFontaine and seconded by Councilor Crowley to accept and place on file the July 2014 monthly finance report as presented. Passage 6-0.

### **IV. Communications, Presentations and Recognitions - None**

### **V. Open Session**

- Joe Gray, Sopers Mill Road – The New Auburn group is holding a pig roast, yard sale, and bottle drive; and he commented on not receiving information he requested a month ago on the purchase of equipment.
- Katy Grondin, Superintendant of Auburn School Department and resident – The East Auburn School will be holding an open house and she suggested that city

## IN COUNCIL REGULAR MEETING AUGUST 18, 2014 VOL. 34 PAGE 55

staff may want to set up a table to try to get volunteers for the East Auburn Neighborhood Committee.

- Dan Herrick, 470 Hatch Road complimented the public works department on their quick response to his call the previous weekend and also commented on an issue with a piece of property he purchased on Hatch Road that is being taxed as a residence but is permitted for a shed.

### VI. Unfinished Business

#### 1. Order 61-07072014

Authorizing issuance of General Obligation Bonds and a tax levy therefore. Second reading. *Passage requires an affirmative vote of 5 Councilors.*

Motion was made by Councilor LaFontaine and seconded by Councilor Lee authorizing issuance of General Obligation Bonds and a tax levy therefore.

Motion was made by Councilor Crowley and seconded by LaFontaine to amend by striking the \$25,000 for the Public Works message sign board and \$25,000 for the Public Works facilities generator transfer switch. Passage 5-1 (Councilor Walker opposed).

Public Comment-no one from the public spoke.

Motion was made by Councilor Hayes and seconded by Councilor LaFontaine to increase funding for the Fire Departments generator for the South Main Street Station from \$15,000 to \$25,000. Motion failed 2-4 (Councilors Crowley, LaFontaine, Walker, and Gerry opposed).

\*Motion on the order as amended failed 3-3 (Councilors Crowley, Lee, and Gerry opposed and the Mayor abstained from voting to break the tie vote). Passage would have required an affirmative vote of 5. A roll call vote was taken.

#### 2. Ordinance 05-08042014

Adopting the new General Assistance Maximums. Second reading.

Motion was made by Councilor Crowley and seconded by Councilor Gerry to adopt the new General Assistance maximums as presented.

Public Comment -no one from the public spoke. Passage 6-0. A roll call vote was taken.

### VII. New Business

#### 3. Order 68-08182014

Approving the request for a liquor license for Xin Fa, Inc., DBA Tin Tin Buffet located at 120 Center Street.

## IN COUNCIL REGULAR MEETING AUGUST 18, 2014 VOL. 34 PAGE 56

Motion was made by Councilor LaFontaine and seconded by Councilor Gerry to approve the request for a liquor license for Xin Fa, Inc., DBA Tin Tin Buffet located at 120 Center Street.

Public Comment - no one from the public spoke. Passage 6-0.

*\*Motion was made by Councilor Lee and seconded by Councilor Crowley to reconsider the vote on Order 61-07072014 on General Obligation Bonds. Passage of the reconsideration 6-0.*

*Motion by Councilor Lee and seconded by Councilor Crowley to postpone to the first meeting in September, September 8, 2014. Passage 5-1 (Councilor Walker opposed).*

### 4. **Ordinance 06-08182014**

Adopting the most current edition of the National Electrical Code NFPA 70-2014. First reading.

Motion was made by Councilor LaFontaine and seconded by Councilor Hayes to adopt the most current edition of the National Electrical Code NFPA 70-2014.

Public comment – no one from the public spoke. Passage 4-2 (Councilors Crowley and Walker opposed). A roll call vote was taken.

### 5. **Order 69-08182014**

Establishing the property tax payment due dates and to establish the property tax delinquency and overpayment interest rates for Fiscal Year 2014-2015.

Motion was made by Councilor LaFontaine and seconded by Councilor Hayes to establish the property tax payment due dates and to establish the property tax delinquency and overpayment interest rates for Fiscal Year 2014-2015.

Public Comment - no one from the public spoke.

Motion was made by Councilor Crowley and seconded by Councilor LaFontaine to amend by changing due dates to September 18<sup>th</sup> and March 16<sup>th</sup>.

Motion was then made by Councilor Crowley and seconded by Councilor LaFontaine to withdraw their motions to change the due dates.

Passage of the order as presented 5-1 (Councilor Gerry opposed).

*Motion was made by Councilor Walker and seconded by Councilor LaFontaine to suspend the rules to allow an additional item to be added to the agenda. Passage 5-1 (Councilor Crowley opposed).*

*Motion was made by Councilor Walker and seconded by Councilor LaFontaine to authorize the City Manager to execute documents associated with a loan to the Auburn*

**IN COUNCIL REGULAR MEETING AUGUST 18, 2014 VOL. 34 PAGE 57**

*Lewiston Airport at a rate of 3.25% interest for a term of 13 years for a total of \$1.1 million dollars.*

*Motion was made by Councilor LaFontaine and seconded by Councilor Hayes to amend by authorizing a 2.58% to 3.25% variable interest rate for a 13 year loan of \$1,100,000.00 from the City's General Fund to the Auburn-Lewiston Airport for the purchase of the Nobility hanger and if taxability is ever lost during the loan or if Lufthansa lease is not renewed the Council would have the option to increase the rate of the loan up to 3.25%. Passage 4-2 (Councilors Walker and Gerry opposed).*

*Public comment – no one from the public spoke. Passage of the Resolve as amended 4-3 (there was a tie vote 3-3 with Councilors Crowley, Walker, and Gerry opposed, and in accordance the City Charter, Article III, Section 3.3 the Mayor voted to break the tie vote). A roll call vote was taken.*

**VIII. Open Session**

*The last open session was taken out of order and placed before the Executive Session.*

Joe Gray, Sopers Mill Road commented on providing information after the meeting, the mil rate and valuation, and commented on Councils action on the General Obligation Bonds.

**IX. Executive Session**

- Discussion regarding labor negotiations (Public Services), pursuant to 1 M.R.S.A. Section 405(6)(D).

Motion was made by Councilor LaFontaine and seconded by Councilor Hayes to enter into executive session. Passage 4-1-1 (Councilor Crowley opposed, and Councilor Walker abstained). Time 8:57 P.M.

Council was declared out of executive session at 9:15 P.M.

- Discussion regarding economic development, pursuant to 1 M.R.S.A. Section 405(6)(C). This executive session was not needed.
- Discussion regarding a legal matter, pursuant to 1 M.R.S.A. Section 405(6)(E). This executive session was not needed.

- X. Adjournment** – Motion was made by Councilor LaFontaine and seconded by Councilor Hayes to adjourn with Council all in favor. The meeting adjourned at 9:16 P.M.

A True Copy.

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

## IN COUNCIL SPECIAL MEETING AUGUST 25, 2014 VOL. 34 PAGE 58

Mayor LaBonté called the meeting to order at 6:09 P.M. in the Council Chambers of Auburn Hall and led the assembly in the salute to the flag. Councilor LaFontaine had an excused absence. Councilor Crowley arrived at approximately 6:30 P.M. All other Councilors were present.

### **I. Executive Session**

Motion was made by Councilor LaFontaine and seconded by Councilor Hayes to enter into executive session for discussion of a personnel matter (the City Manager's evaluation), pursuant to 1 M.R.S.A. §406 (6)(A). Passage 6-0 (Councilor Crowley was not present at the time of this vote). Time 6:10 P.M.

Council was declared out of executive session at 9:30 P.M.

### **II. Adjournment**

Motion was made by Councilor LaFontaine and seconded by Councilor Lee to adjourn. No one was in opposition. The meeting adjourned at 9:30 P.M.

A True Copy.

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



**OFFICE OF THE MAYOR AND CITY COUNCIL**  
**CITY OF AUBURN**



**PROCLAMATION**  
**CONSTITUTION WEEK**

**WHEREAS** September 17, 2014, marks the two hundred twenty-seventh anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

**WHEREAS** It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

**WHEREAS** Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

**NOW, THEREFORE I**, Mayor Jonathan P. LaBonté by virtue of the authority vested in me as Mayor of the City of Auburn, Maine do hereby proclaim the week of September 17 through 23 as

**CONSTITUTION WEEK**

**AND** ask our citizens to reaffirm the ideals of the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto

Set my hand and caused the Seal of the

City of Auburn, Maine

to be fixed this 8<sup>th</sup> day of September, 2014

Mayor Jonathan P. LaBonté

# OFFICE OF THE MAYOR AND CITY COUNCIL

## CITY OF AUBURN



## PROCLAMATION

**WHEREAS**, Diaper Need, the condition of not having a sufficient supply of clean diapers to ensure that infants and toddlers are clean, healthy and dry, can adversely affect the health and welfare of infants, toddlers and their families; and

**WHEREAS**, national surveys report that one in three mothers experiencing diaper need at some time while their children are less than three years of age and forty-eight percent of families delay changing a diaper to extend their supply; and

**WHEREAS**, the average infant or toddler requires an average of 50 diaper changes per week over three years; and

**WHEREAS**, diapers cannot be bought with food stamps or WIC vouchers, therefore obtaining a sufficient supply of diapers can cause economic hardship to families; and

**WHEREAS**, a supply of diapers is generally an eligibility requirement for infant and toddlers to participate in childcare programs and quality early education programs; and

**WHEREAS**, the people of Auburn recognize that addressing Diaper Need can lead to economic opportunity for the state's low-income families and can lead to improved health for families and their communities; and

**WHEREAS**, Auburn is proud to be home to various community organizations, such as The Rebecca Foundation's Cloth Diaper Closet, that recognize the importance of diapers in helping provide economic stability for families and distribute diapers to poor families through various channels;

**NOW, THEREFORE**, I, Jonathan P. LaBonté, Mayor of the City of Auburn, do hereby proclaim the week of September 8th through September 14th, 2014 as

### DIAPER NEED AWARENESS WEEK

in the City of Auburn and encourage the citizens of Auburn to donate generously to diaper banks, diaper drives, and those organizations that distribute diapers to families in need to help alleviate diaper need in Auburn and environs.

IN WITNESS WHEREOF, I have hereunto

Set my hand and caused the Seal of the

City of Auburn, Maine

to be fixed this 8<sup>th</sup> day of September, 2014

Mayor Jonathan P. LaBonté



## City Council Agenda Information Sheet

City of Auburn

**Council Meeting Date:** September 8, 2014

**Order** 61-07072014

**Author:** Jill M. Eastman, Finance Director

**Subject:** Order authorizing the issuance of General Obligation Bonds and tax levy therefore

**Information:** This is the order authorizing the sale of \$7,550,000 in General Obligation Bonds to finance the FY 14-15 Capital Improvement Projects passed by Council during the budget process.

**Pro's & Con's:** n/a

**Financial:** n/a

**Action Requested at this Meeting:** Recommend passage of 2nd reading on the General Obligation Bond Order.

**Previous Meetings and History:** 7/7/2014 Agenda, postponed to 7/21/2014 workshop and meeting, postponed to 8/4/2014 meeting. Public hearing and passage of first reading on 8/4/2014. 8/18/2014 second reading, postponed to 9/8/2014.

**Attachments:**

- Order
- Memo

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



Jonathan LaBonte, Mayor

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

**Order # 61-07072014**

**TITLE: ORDER - AUTHORIZING ISSUANCE OF GENERAL OBLIGATION BONDS AND A TAX LEVY THEREFORE**

**Be It Ordered by the Auburn City Council**, following a public hearing duly called and held as required by Article 8, Section 8.13 of the Auburn City Charter, that there be and hereby is authorized the issuance and sale of the City's general obligation bonds on either a taxable or a tax-exempt basis in the amount of \$7,600,000, the proceeds of which, including premium, if any, and investment earnings thereon, are hereby appropriated to finance the following capital equipment and capital improvements (including costs of issuance for the bonds), all constituting part of the City's FY15 Capital Improvement Program:

CITY OF AUBURN				
CAPITAL IMPROVEMENT PLAN FY 15 Bonds				
	Description		Bonded General Fund	
Engineering	Reconstruction		\$ 900,000	
Engineering	Reclamation/Resurfacing		\$ 900,000	
Engineering	Major Drainage		\$ 100,000	
Engineering	MDOT Match		\$ 1,100,000	
Engineering	Retaining Walls		\$ 75,000	
Engineering	Sidewalks		\$ 150,000	
Engineering	Bridge Maintenance		\$ 75,000	
PW-Facilities	Heating Oil Tank Conversion		\$ 25,000	
PW-Facilities	Energy Efficiency Upgrades (Lighting)		\$ 120,000	
Public Works	Replace Street Sweeper		\$ 236,250	
Public Works	Replace 7 yard plow trucks		\$ 180,000	
Public Works	Replace 12 yard plow truck		\$ 235,000	
Public Works	Side Dump Body/Hydraulic Pump		\$ 38,700	
Planning	Dangerous Building Demolition		\$ 150,000	
Fire	Generator for South Main Street Station		\$ 15,000	
Planning	Comprehensive Plan Property Acquisiton Program		\$ 350,000	
Library	Masonry Repair		\$ 47,167	
Recreation	Renovate Softball Fields		\$ 60,000	
Parks	Replace Festival Plaza Canopies		\$ 60,000	
Recreation	Repurpose Ingersoll Arena		\$ 490,000	
Contingency	Contingency		\$ 61,518	
School Department	School Department		\$ 2,181,365	
<b>TOTAL CIP</b>			<b>\$ 7,550,000</b>	

THAT the bonds shall be issued as authorized hereunder and shall be signed by the City's Finance Director and its Treasurer, attested by the City Clerk under the seal of the City. A tax levy is hereby provided for each fiscal year that the bonds authorized hereunder remain outstanding to meet the annual installments of principal and

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



Jonathan LaBonte, Mayor

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

interest as may accrue in each respective year. The bonds may be issued at one time or from time to time, either singly or in series, and the authority and discretion to fix method of sale, issue date, maturities, denominations, interest rate, place of payment, form and other details of said bonds and notes, and to take all other actions and to sign and deliver all other documents, certificates and agreements in order to provide for the sale thereof is hereby delegated to the City's Finance Director.

THAT in order to finance temporarily the projects described above, the Finance Director is authorized to expend up to \$8,200,000 either from available funds of the City or from the proceeds of BAN's which would be reimbursed or refinanced from bond proceeds.

THAT the bonds authorized hereunder may be made subject to call for redemption, either with or without premium, on such terms as may be determined by the Finance Director.

THAT the authority and discretion to designate the bond or notes, or a portion thereof, as qualified tax-exempt obligations under Section 265 of the Internal Revenue Code of 1986, as amended, is hereby delegated to the Finance Director.

THAT the City's Finance Director, Treasurer, Clerk, and other proper officials of the City be, and hereby are, authorized and empowered in its name and on its behalf to do or cause to be done all such acts and things, and to execute, deliver, file, approve, and record all financing documents, contracts, agreements, certificates, preliminary and final official statements, tax certificates and other documents as may be necessary or advisable, with the advice of counsel for the City, to carry out the provisions of this order, as may be necessary or desirable.

THAT if the Finance Director, Treasurer, or Clerk are for any reason are unavailable to approve and execute the bonds or any related financing documents, the person or persons then acting in any such capacity, whether as an assistant, a deputy, or otherwise, is authorized to act for such official with the same force and effect as if such official had himself or herself performed such act.

THAT this order is a declaration of official intent pursuant to Treas. Reg. § 1.150-2 and shall be kept available for public inspection during reasonable business hours at the office of the City Clerk.

A Public Notice describing the general purpose of the borrowing and the terms thereof was published on or before June 28, 2014, in the Lewiston Sun-Journal, a daily newspaper published in the City of Auburn and in Androscoggin County.

A public hearing was held on August 4, 2014.

# City of Auburn, Maine

*"Maine's City of Opportunity"*

## Finance Department

August 11, 2014

TO: Clint Deschene, City Manager  
FROM: Jill M. Eastman, Finance Director



RE: Cuts to CIP and how they will affect the projects

During the 1<sup>st</sup> reading of the General Obligation Bonds to fund the FY 15 Capital Improvement Program, the Council passed the following reductions:

Reconstruction reduced by \$200,000, from \$1,100,000 to \$900,000

Reclamation reduced by \$100,000 from \$1,000,000 to \$900,000

Front End Loader removed \$255,000

Generator for S. Main Station reduced by \$10,000, from \$25,000 to \$15,000

Comp Plan Property Acquisition reduced by \$50,000, from \$400,000 to \$350,000, and

Softball Field Renovation reduced by \$12,000, from \$72,000 to \$60,000

Following is an update on what these cuts mean to the individual projects and staff recommendations.

From Dan Goyette, City Engineer/Deputy Public Services Director: Reclamation is currently at \$900,000. Reconstruction is currently at \$900,000. In order to be able to complete at least one of the major projects out of the two accounts I am recommending that Valview Drive (\$1.25 million) be funded in the reclamation account. I would prefer to also complete Davis Avenue (\$1.25 million) but funding will not allow for the project. I am recommending that \$325,000 from reconstruction be applied to reclamation. This would bring the reclamation to \$1.25 million leaving \$575,000 in reconstruction. This will allow for the reconstruction of Tyler Street and Seventh Street as identified in the original CIP request.

Deletion of the Front End Loader will require Public Services to continue using the current loader that is over 15 years old.

Reduction of \$10,000 for the generator for the South Main Street Fire Station will not allow the project to be completed. The department will have enough money to get the wiring, pad and cover for the generator completed, but won't be able to buy the generator, so will have to do that in the following year.

The City Manager has projects in mind for the use of the Comp Plan Property Acquisition money, and this reduction will require him look for other funds to make up the total needed for the projects in the pipeline.

The reduction in the softball field renovations will mean that fewer fields will be renovated.



## City Council Agenda Information Sheet

City of Auburn

**Council Meeting Date:** September 8, 2014

**Ordinance** 06-08182014

**Author:** Charlie DeAngelis, City Electrician

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: Adoption of the most current edition of the National Electrical Code NFPA 70-2014.**

**Information:** The National Electrical Code (NEC) provides practical safeguarding of persons and property from hazards arising from the use of electricity. The NEC is updated every 3 years and considered to be the foundation of electrical safety. The new edition must be officially adopted prior to being implemented as the current edition in the City. The National Electrical Code (NFPA 70) is part of a set of codes and standards set forth by the National Fire Protection Association. It is comprised of a set of rules that when properly applied are intended to provide safe installation of electrical wiring and equipment. This standard governs the use of electrical wire, cable, fixtures, and communication cable installed in buildings throughout the United States and worldwide.

### Financial:

**Action Requested at this Meeting:** Second reading to adopt the most recent edition (2014-NFPA 70) The National Electrical Code.

**Previous Meetings and History:** Presented at the 8/4/2014 Council Workshop and passage of first reading on 8/18/2014.

### Attachments:

Adoption of the 2014 National Electrical Code

Top twelve changes for the 2014 NEC

Adoption of the 2014 NEC

The importance of adopting the latest edition of the National Electrical Code

Electrical inspections are a vital public safety function

Ordinance 06-08182014

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

## **Adoption of the 2014 NEC NFPA 70**

The National Fire Protection Association (NFPA) has been the developer and publisher of [NFPA 70®](#), [National Electrical Code®](#) (NEC®) since 1911. The *NEC* is widely used throughout the world for the built environment, establishing the standard for safe electrical installations. The *NEC* is adopted by various levels of government in all 50 U.S. states and is adopted state-wide in many.

### **Adopting the latest edition of the NEC**

**By adopting the current edition of the *NEC*, you provide your constituents with:**

- an electrical code that has kept pace and with changes and updates in electrical safety technology, methods, and products.
- an electrical code that has responded a timely manner to industry and societal needs, i.e., ensuring minimum safety requirements are in place for wind and solar energies and making certain that expanding electric vehicle charging infrastructure will meet the demands of the industry and public safety.
- an electrical code that coordinates with other NFPA codes and standards as well as model codes and standards developed by other organizations.
- an electrical code that facilitates the implementation of a document that is up to date with current industry technology and methods.
- an electrical code that provides state and local licensing authorities with the ability to implement current and relevant requirements into licensing examinations and continuing education requirements.
- an electrical code that allows consumers to derive the benefit of electrical installations incorporating equipment and methods that provide the latest advancements in electrical safety.
- an electrical code that does not pose a barrier to implementation of new technologies.
- an electrical code that recognizes the latest electrical products and does not create a barrier for equipment manufacturers

-



# Top 12 Noteworthy Changes for the 2014 National Electrical Code (NEC)

According to the National Fire Protection Association (NFPA), there were 3745 proposals submitted to NFPA recommending changes for the 2014 *NEC*. In addition to these proposals, there were 1625 comments submitted concerning the NEC Code-Making Panels' responses to these proposals. Below are some of the more noteworthy changes that occurred in the 2014 edition of the *NEC*.

1. Revision: 600 Volts to 1000 Volts Threshold
2. New Articles
  - Article 393 Low Voltage Suspended Ceiling Power Distribution
  - Article 646 Modular Data Centers
  - Article 728 Fire Resistive Cable Systems
  - Article 750 Energy Management Systems
3. Definition:  
Readily Accessible  
Capable of being reached quickly for operation, renewal or inspection without requiring those concerned to use a tool, to climb over, remove obstacle or other.
4. 210.8 GFCI Protection for Dwelling Unit Laundry Areas and Commercial Garages
  - Dwelling unit laundry areas will now require GFCI protection for all 125-volt, single-phase, 15- and 20 amp receptacles in laundry rooms.
  - GFCI protection required for all 125 volt single phase 15 and 20 ampere receptacles installed in all commercial, non dwelling unit garages, service bays and similar areas.
  - Not only garages where electrical diagnostic equipment electrical hand tools, or portable lighting equipment are to be used.
5. 210.8(D) GFCI for Kitchen Dishwasher Branch Circuit.  
GFCI protection shall be provided for outlets that supply dishwashers installed in dwelling units. This includes receptacles and hardwired (All GFCI's must be readily accessible).
6. 210.12 AFCI Protection for Dwelling Units now required in kitchen, laundry and dormitories. Receptacle AFCI's can be used under certain conditions.
7. 300.38 Raceways in Wet Locations Above Grade.

A new section was added to Part II (over 1000 volts, nominal) of Article 300 to indicate that the interior of raceways installed in wet locations above grade are now

considered to be a wet location. This will bring aboveground installation requirements for over 1000 volts consistent with the requirements in 300.9 for 1000 volts and under.

8. 310.15(B)(3)(c), Exception and Table 310.15(B)(3)(c) Raceways and Cables Exposed to Sunlight on Rooftops.

A new exception was also added that will allow the employment of Type XHHW-2 conductors, which is a thermoset insulated conductor, to be installed in raceways or cables on rooftops without having to apply an ambient temperature adjustment correction factor for these conductors.

9. Revision: 406.9(B)(1) Extra-Duty Covers at 15- and 20-Ampere Receptacles at Wet Locations.
10. Revision/New: 445.11 Marking at Generators to indicate if the neutral is bonded to the frame.
11. 517.18(B); 517.19(B); and 517.19(C) Health Care Facilities – Number of Receptacles.
12. New: 690.12 Rapid Shutdown of PV Systems on Buildings.

These are just a few of the changes that have been incorporated into the new 2014 *NEC*.

## **The Importance of Adopting the Latest Edition Of the National Electrical Code®**

**The undersigned members of the Electrical Code Coalition support direct adoption of the latest edition of the *National Electrical Code*. Direct adoption means that it is not adopted through a building code or other standard, but is directly adopted through direct legislative or administrative action. Direct action ensures that the requirements are not dependent on a code that is unrelated or only peripherally related.**

***The latest edition represents the latest technological advances.*** The NEC is revised every three years. Each edition goes through an extensive public vetting process to ensure that it meets technical and societal needs for minimum electrical safety.

***Building inspection departments are evaluated by the Insurance Services Office (ISO) based on use of up to-date Codes and Standards.*** Adoption of the latest edition of the NEC can result in lower insurance premiums for property owners in a jurisdiction.

***The National Electrical Code is responsive.*** The Code is revised every three years to ensure that the requirements take into account the latest in technology and safety. This ANSI-based consensus process includes expertise from installers, inspectors, electric utilities, testing laboratories, manufacturers and others.

***Industry training programs and industry magazines and other resources support the current edition.*** When the new edition is released, all of the industry resources switch their focus to the new edition. All of the trade magazines and industry web sites want to provide up-to-date information.

***Electricians and electrical inspectors trained and working to the current edition have increased opportunities.*** Uniform adoption of the latest edition NEC across jurisdictions will help open up opportunities for electricians, contractors, and inspectors to work in various jurisdictions since they will all have been trained to the same technologically current, safety oriented code.

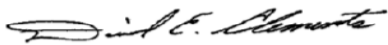
### ***The Electrical Code Coalition: An Industry Coalition Supporting Qualified Electrical Inspectors***



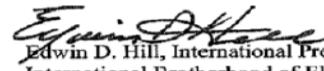
Thomas R. Kuhn, President  
Edison Electric Institute



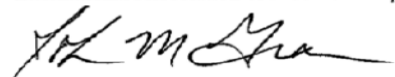
Larry Mullins, Executive Vice President and CEO  
Independent Electrical Contractors



David E. Clements, CEO and Executive Director  
International Association of Electrical Inspectors



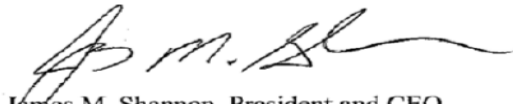
Edwin D. Hill, International President  
International Brotherhood of Electrical  
Workers



John M. Grau, Chief Executive Officer  
National Electrical Contractors Association



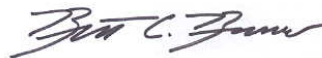
Evan R. Gaddis, President and CEO  
National Electrical Manufacturer's Association



James M. Shannon, President and CEO  
National Fire Protection Association®



Keith Williams, President and CEO  
Underwriters Laboratories Inc.



Brett Brenner, President  
Electrical Safety Foundation Intl. (ESFI)

# Electrical Inspections Are A Vital Public Safety Function

***Inspections Can Save Lives and Property:*** Inspections by qualified electrical inspectors reduce the potential for fire and shock hazards due to incorrectly installed electrical products and systems covered by the National Electrical Code®, save lives, and reduce property damage that may result from unsafe electrical installations.

***Inspections Mean Compliance with Laws:*** Most states and localities require electrical installations to comply with the National Electrical Code®, to protect public safety. Electrical inspections help confirm that electrical wiring and systems are installed "according to Code."

***Inspections Check for Safe Products:*** Most states and localities require electrical products to be "listed" by recognized product safety certification organizations. Electrical inspections help confirm that properly certified products meeting U.S. safety standards are installed.

***Inspections Confirm that Qualified Installers are on the Job:*** Electrical inspections protect against untrained or careless installers. Too often, unqualified installers perform unsafe electrical installations, and may also use products that don't meet national safety requirements or local laws and codes.

***Inspections Can Help Lower Insurance Premiums:*** Property insurance premiums are generally lower in areas with strong building codes enforced by professional inspectors. That's because qualified electrical inspections help protect lives and property.

## The Inspection Initiative: An Industry Coalition Supporting Qualified Electrical Inspections



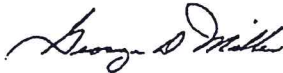
Jack Wells, Pass & Seymour/Legrand  
Chairman, The Inspection Initiative



G. Thomas Castino, President and CEO  
Underwriters Laboratories Inc.



Philip H. Cox, Executive Director  
International Association of Electrical Inspectors



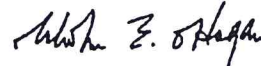
George D. Miller, President  
National Fire Protection Association



John M. Grau, Executive Vice President  
National Electrical Contractors Association



Jack Barry, International President  
International Brotherhood of Electrical Workers



Malcolm O'Hagan, President  
National Electrical Manufacturers Association



Thomas R. Kuhn, President  
Edison Electric Institute

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



Jonathan P. LaBonte, Mayor

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

## IN CITY COUNCIL

### ORDINANCE 06-08182014

ORDERED, that the Code of Ordinances, section 12-96 hereby be amended as follows;

#### **Sec. 12-96. National Electrical Code adopted**

The city hereby adopts a certain electrical code known as the National Electrical Code recommended by the National Fire Protection Association and being particularly the ~~2008~~2014 edition.



## City Council Agenda Information Sheet

City of Auburn

**Council Meeting Date:** September 8, 2014

**Order** 73-09082014

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

### **Subject: Transfer of Forfeiture Asset – Darnell Robinson, Jr.**

#### **Information:**

**\$909.75:** In November 2013, Maine Drug Enforcement and the Auburn Police Department executed a search warrant at a downtown residence in Auburn, which is located within a “safe zone”. During the search officers located and seized 11.3 grams of heroin (street value \$1,500.00); 64 Oxycodone 30mg pills (street value \$2,240.00); usable amount of marijuana and assorted drug paraphernalia associated with drug trafficking. In addition, officers seized \$3,639.00 in US Currency. The Auburn Police Department’s share in the asset forfeiture of the seized \$3,369.00 is \$909.75.

A female suspect was arrested in connection with the search warrant and charged with Aggravated Trafficking in Schedule W Drugs (heroin); Class A and Aggravated Trafficking in Schedule W Drugs (Oxycodone); Class A. A male suspect that resides out of state is being sought on the same charges.

**\$8,850.00:** In November 2013 an arrest warrant was issued by the Androscoggin County Superior Court based on the affidavit of a special agent from Maine Drug Enforcement. The warrant ordered the arrest of Darnell Robinson on the charges of Aggravated Trafficking In Schedule W Drugs (Heroin); Class A and Aggravated Trafficking In Schedule W Drugs (Oxycodone). Bail was set at \$10,000.00 cash. In January of 2014 the Androscoggin County Grand Jury issued an indictment for Mr. Robinson for the above listed charges.

In June of 2014, State and Federal Agents located and arrested Mr. Robinson in the City of Lewiston. At the time of his arrest he was found to be in possession of \$11,800.00 in US Currency. The money was seized as suspected proceeds from the illegal sale of drugs. The Auburn Police Department’s share in the asset forfeiture of the seized \$11,800.00 is \$8,850.00.

**PLEASE SEE PREVIOUS MEETING HISTORY BELOW FOR MORE EXPLANATION AND INFORMATION.**

**Pro’s & Con’s:** Asset forfeiture funds will be used for K-9 program expenses.

#### **Financial:**

The State of Maine, Office of the Attorney General, seeks to transfer \$909.75 and \$8,850.00 U.S. Currency, to the Auburn Police Department.

**Action Requested at this Meeting:** Rescind order 45-06162014\* dated June 16, 2014 and vote to accept forfeiture transfer of \$909.75 AND \$8,850.00 in U.S. Currency.

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

# City Council Agenda Information Sheet

City of Auburn

## Previous Meetings and History:

Assistant Attorney General Fisher has sent an amended *Required Vote of Municipal Officers/Approval of Transfer of Forfeiture Assets* in the case of State of Maine vs. Darnell Robinson – Androscoggin County Superior Court Doc. No. CR-13-1363. The requested amounts to be forfeited are \$3,639.00 (where we will receive \$909.75) AND \$11,800.00 (where we will receive \$8,850.00).

On June 16, 2014, Auburn City Council members voted in favor of the \$3,639.00 (where we will receive \$909.75). The judge who is presiding over Mr. Robinson's cases has requested that both open cases be placed on one order. Therefore, at this time, we request that the Auburn City Council members vote accordingly:

1. Rescind order #45-06162014\* dated June 16, 2014 for \$3,639.00 (\$909.75)
2. Approve and order the acceptance of forfeiture funds in the amount of \$3,639.00 (\$909.75) AND \$11,800.00 (\$8,850.00).

---

## Attachments:

- \*Memo to City Manager
- \*Order 73-09082014





# 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:** August 21, 2014  
**Re:** Criminal Forfeiture Funds – **Darnell Robinson Jr.**

---

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

- **Superior Court Criminal Docket No. CR-13-1363 – Darnell Robinson Jr. \$909.75 AND \$8,850.00**

**\$909.75:** In November 2013, Maine Drug Enforcement and the Auburn Police Department executed a search warrant at a downtown residence in Auburn, which is located within a "safe zone". During the search officers located and seized 11.3 grams of heroin (street value \$1,500.00); 64 Oxycodone 30mg pills (street value \$2,240.00); usable amount of marijuana and assorted drug paraphernalia associated with drug trafficking. In addition, officers seized \$3,639.00 in US Currency. The Auburn Police Department's share in the asset forfeiture of the seized \$3,369.00 is \$909.75.

A female suspect was arrested in connection with the search warrant and charged with Aggravated Trafficking in Schedule W Drugs (heroin); Class A and Aggravated Trafficking in Schedule W Drugs (Oxycodone); Class A. A male suspect that resides out of state is being sought on the same charges.

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In June of 2014, State and Federal Agents located and arrested Mr. Robinson in the City of Lewiston. At the time of his arrest he was found to be in possession of \$11,800.00 in US Currency. The money was seized as suspected proceeds from the illegal sale of drugs. The Auburn Police Department's share in the asset forfeiture of the seized \$11,800.00 is \$8,850.00.



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



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

Jonathan P. LaBonte, Mayor

## IN CITY COUNCIL

### ORDER 73-09082014

**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 (Darnell Robinson, Jr.) in Rem #1, or any portion thereof (\$909.75 U.S. Currency) and Defendant (Darnell Robinson, Jr.) in Rem #2, (\$8,850.00 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 (Darnell Robinson, Jr. in Rem #1 and #2, or any portion thereof (\$909.75 and \$8,850.00 U.S. Currency), pursuant to 15 M.R.S.A. § §5826(6) by vote of the Auburn municipal legislative body on or about September 8, 2014.



## City Council Agenda Information Sheet

City of Auburn

Council Meeting Date: September 8, 2014

Order 76-09082014

Author: Reine Mynahan, Community Development Director

Subject: Amendment to Consortium Mutual Cooperation Agreement

Information: The City of Lewiston is requesting to repay HUD for \$140,000 of inappropriately expended grant funds through a three year reduction in their HOME grant. As lead agency in the HOME Consortium, this request must be channeled through the City of Auburn. Under the regulations governing the program, 10% of the total HOME grant can be used for program administration. If the multi-year repayment arrangement is accepted by HUD, the Lewiston share of the grant will be reduced by \$46,667 per year, proportionately reducing the administrative percentage by \$4,667. The Consortium agreement calls for the parties to indemnify and protect each other against any penalties or program losses caused by either party to the agreement. Given this, the proposed amendment to the agreement will ensure that Auburn continues to receive its full anticipated share of administrative costs through a reduction in the City's administrative percentage. Since the three year repayment penalty extends beyond the expiration date of the current agreement, the proposed amendment is written to survive the expiration of the agreement and will be incorporated into any subsequent agreement.

### Pro's & Con's

Pro: The 3-year grant reduction is a preferred option for the City of Lewiston. Spreading the loss helps to minimize the negative impact that this reduction will have on their housing programs. If this reduction results in a reduced grant, then this amendment will assure that Auburn will receive the same level of funding for administration that it would have received if there were no reduction.

Con: None

Financial: None

Action Requested at this Meeting: Authorize the City Manager to sign the amendment.

Previous Meetings and History: August 4, 2014 meeting.

### Attachments:

- First Amendment to AL Consortium Mutual Cooperation Agreement
- Order 76-09082014

## FIRST AMENDMENT

### To AL (AUBURN LEWISTON) CONSORTIUM MUTUAL COOPERATION AGREEMENT TO FORM A CONSORTIUM UNDER THE HOME INVESTMENT PARTNERSHIP PROGRAM

Whereas, in June 2007, the City of Lewiston agreed to provide a HOME Investment Partnership Program C'HOME') loan to Pine Properties, LLC in the amount of \$200,000 to rehabilitate residential rental properties located on Pine Street; and

Whereas, over a period of approximately 12 months, the City loaned Pine Properties, LLC approximately \$180,000 based on invoices for property rehabilitation provided by Travis Soule, the principal owner of Pine Properties, LLC; and

Whereas, the City subsequently became aware that some of the work for which Pine Properties was reimbursed from HOME funds was not actually performed; and

Whereas, upon verifying that the work had not been performed, the City immediately notified officials of the United States Department of Housing and Urban Development ("HUD") and local law enforcement of the issue; and

Whereas, federal officials then instituted an investigation that eventually resulted in charges of making false claims and theft of public money against Travis Soule, who subsequently pleaded guilty in June of 2011 and was sentenced to 14 months in federal prison; and

Whereas, the City and its employees cooperated fully in this investigation and its associated legal proceedings; and

Whereas, of the \$180,000 in question, \$40,000 was subsequently recovered from a bank that improperly paid on a forged check endorsement; and

Whereas, in 2013, HUD officials notified the City of an administrative claim against it for reimbursement of the remaining \$140,000 in federal funds misused by Mr. Soule; and

Whereas, through negotiations with HUD, the City has agreed to a settlement pursuant to which a request will be made to HUD to permit repaying this amount through annual reductions in the amount of HOME funds that the City will receive over the next three years; and

Whereas, should HUD agree to this approach, a reduction in the annual grant may result in a reduction to the percentage of the grant allowed for administrative expenses, a reduction which would have a negative impact on the City of Auburn's ability to oversee the consortium; and

Whereas, recognizing this impact, the Cities wish to amend the existing Consortium agreement to hold Auburn harmless from any reduction in the administrative allowance by amending Section 4 (a) of the agreement;

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable considerations, receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to this First Amendment to the AL (AUBURN LEWISTON) CONSORTIUM MUTUAL COOPERATION AGREEMENT TO FORM A CONSORTIUM UNDER THE HOME INVESTMENT PARTNERSHIP PROGRAM

1. Section 4- Funding- Subsection (a) is hereby amended through the addition of the following:

"In the event of an agreement that allows the City of Lewiston to reimburse HUD for improperly expended HOME funds through a multi-year reduction in the Consortium's annual HOME grant, the administrative funds allocated from the grant to the City of Lewiston will be reduced annually by the amount required to ensure that the City of Auburn continues to receive a total administrative allocation of 7% of the grant funds that would have been received if the grant had not been reduced. Should the reimbursement arrangement continue beyond the term of this agreement, this adjustment to the administrative allocation shall survive the term of this agreement and be incorporated into any subsequent agreement."

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their respective names and on their respective behalves by their duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

Representative Member:

Member:

---

City of Auburn, by its  
City Manager  
Clinton Deschene

---

City of Lewiston, by its  
City Administrator  
Edward A. Barrett

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



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

Jonathan P. LaBonte, Mayor

## **IN CITY COUNCIL**

### **ORDER 76-09082014**

ORDERED, that the City Council authorize the City Manager to Execute a First Amendment to the AL (Auburn-Lewiston Consortium Mutual Cooperation Agreement as recommended by the Community Development staff.



## City Copncil Agenda Information Sheet

City of Auburn

**Council Meeting Date:** September 8, 2014

**Order** 77-09082014

**Author:** Reine Mynahan, Community Development Director

**Subject:** Voluntary Grant Reduction on behalf of City of Lewiston

**Information:** As the result of inappropriately expended grant funds, the City of Lewiston has been working an approach to repay HOME Investment Partnerships Program funds to the U.S. Department of Housing and Urban Development. As lead agency in the Auburn-Lewiston Consortium, the City of Auburn is the entity that must make such a request. The attached letter to that agency requests that these funds be repaid through a 3-year reduction in Lewiston's HOME allocation.

**Pro's & Con's:** n/a

**Financial:** n/a

**Action Requested at this Meeting:** Authorize Mayor Jonathan Labonte to sign letter

**Previous Meetings and History:** August 4, 2014

**Attachments:**

- Letter to U.S. Department of Housing and urban Development
- Order 77-09082014

September 9, 2014

Robert Shumeyko, Director  
U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Thomas P. O'Neill Jr. Federal Building  
10 Causeway Street  
Boston, MA 02222-1092

Re: Voluntary Grant Reduction in Lieu of Repayment Request- Pine Properties LLC HOME  
Project Funds- \$140,000.00

Dear Mr. Shumeyko:

The City of Auburn ("Auburn") is requesting, as representative member of its consortium with the City of Lewiston ("Lewiston"), a voluntary grant reduction in lieu of repayment for the above referenced HOME project. We are respectfully requesting this grant reduction to be approved in the total amount of \$140,000.00 over the next three years – a reduction of \$46,667.00 per year.

By way of background, in May 2007, the cities of Auburn and Lewiston, Maine (the "Cities") entered into a Mutual Cooperation Agreement to Form a Consortium for the Purpose of Obtaining Federal Funds as a Participating Jurisdiction under the HOME Program ("Consortium Agreement"). Auburn, acting through its Community Development Administrator, was designated as the "Representative Member" of this Consortium. In turn, Lewiston, acting through its Community Development Director, was designated as a "Member" of the Consortium. In 2007, HUD awarded the Auburn/Lewiston Consortium a total of \$574,826 to carry out eligible HOME Program activities.

As part of Lewiston's community development activities, Lewiston's Office of Economic and Community Development agreed in June of 2007 to lend \$200,000 in HOME program funds to Pine Properties, LLC (Travis Soule was the principal of Pine Properties, LLC and other of his associated companies). The purpose of this loan was for the rehabilitation and remodeling of a number of residential rental buildings located in Lewiston. In order to obtain a disbursement of funds for rehabilitation work performed, Soule was required to submit an appropriate invoice to Lewiston to identify the project and describe the expenditure for which he sought reimbursement or payment.

Unfortunately, a total of approximately \$180,000 in HOME funds were misappropriated from Lewiston by Soule who submitting false invoices to Lewiston claiming rehabilitation work had been done when it had not. In some cases the work was not done at all, in other cases the invoice overstated the work, and in other cases Soule altered the invoice to inflate the value of the work. Soule used these falsified invoices to obtain two-party checks from Lewiston for the work purportedly done. As one of its safeguards, Lewiston issued two-party checks in the name of Soule's company and the underlying contractor. From the criminal complaint against Soule it appears he then forged signatures to two-party checks in order to cash or otherwise deposit the checks. Soule then diverted the funds to his own purpose, rather than for the remodeling and rehabilitation of the community development properties at issue.

It was Lewiston officials who discovered this scheme and promptly reported it to law enforcement and to HUD. The Consortium cooperated fully with the ensuing federal investigation, and Soule ultimately pleaded guilty to making false claims and theft of public monies and was sentenced to 14 months in federal prison and three years of supervised release. The investigation determined no Lewiston or Auburn employees or officials were involved with the fraud.

Since the incident Lewiston has entirely restructured its HOME and CPD payment protocols. Once a contract has been awarded that is to be paid with federal funds, Lewiston's Community Development Program Coordinator checks any bills received against the contract and scope of services. Lewiston's Grant Accountant confirms account numbers and funds availability. The program coordinator confirms work has been completed for progress payments; and Lewiston's code enforcement and/or electrical inspection personnel confirm work has been completed before disbursements for milestones or project completion are made. The Director of Economic and Community Development authorizes disbursements after confirming each of the protocols outlined above have been adhered to.

In late 2013, the Cities learned that the United States Department of Justice ("DOJ") was seeking damages from Lewiston and potentially from Auburn pursuant to the federal False Claims Act claim (and other common law claims), arising out of Soule's wrongful conduct. A resolution has been reached between DOJ and Lewiston (no claims were ultimately brought against Auburn). In addition, the Cities also learned that HUD would be seeking to obtain repayment of \$140,000 from the Consortium that was disbursed to Soule by Lewiston. It is this amount from which the Consortium seeks a reduction of future grants in lieu of repayment.

The reason for the request for a reduction in lieu of repayment over three years is that a repayment in full or a grant reduction in one year would create a significant hardship and have an adverse impact on the lives of the citizens of Auburn and Lewiston who rely on HUD's assistance to repair their homes to safe and habitable condition. The Cities have been and are experiencing significant fiscal distress through the loss of tax revenue due to depressed economic and market conditions, as well as changes in the allocation of State taxes to local municipalities. Over the last four years, the City of Lewiston has seen reduced non-property tax revenues, very slow to no growth in assessed values either due to new construction or the appreciation of



existing buildings, and a two-thirds reduction in state municipal revenue sharing funds, representing an annual loss of about \$4 million from a \$32 million operating budget. As a result of these factors and the continuing impact of the 2008 recession, the City has eliminated over 30 positions (8% of General Fund positions) over the last four years, reduced service levels, dramatically reduced capital expenditures on infrastructure, and now struggles to maintain the basic services expected by our citizens. Unfortunately, this has resulted in a loss of scarce resources for housing and community development activities, as well as severe impact on the Cities' local budgets.

Due to poor local economic conditions and a distressed housing market, Maine cities are badly in need of assistance for housing programs. The housing stock in the Lewiston/Auburn area is among the oldest and most distressed in the State. Homelessness in Maine increased by 26 percent last year, while homelessness nationally decreased by 4 percent. The amount of homeless veterans in Maine increased by more than 50 percent last year, and Maine lost 500 of its 12,000 Section 8 housing vouchers due to cuts in federal funding. Both Cities have a large amount of substandard housing stock in need of rehabilitation. In addition, some of Lewiston's neighborhoods most in need of rehabilitation have been the victim of a number of arsons over the past several years, with 9 buildings containing 77 units lost. More than 200 people were left homeless. Lewiston has been working hard to utilize HOME and CDBG funding to stem the tide of despair and deterioration in the inner city core, and put it on a path to recovery. Lewiston's CDBG target area has the lowest levels of screening for elevated blood lead levels in Maine, yet has three times the state rate of children with lead poisoning. Lewiston has an abundance of economic and social challenges, as well as one of the highest tax mil rates in Maine. Federal funds are critical to the city's efforts to move the community forward.

Although the \$140,000 assessment by HUD will be assessed against the Consortium, because the activities that led to the \$140,000 assessment by HUD were the result of thefts from Lewiston and not Auburn, Lewiston will be shouldering the responsibility for the \$140,000 through agreement with Auburn and under the terms of the Consortium Agreement. In other words, the reduction in lieu of repayment will be allocated by the Cities to Lewiston's share of HOME funds. For this reason, the reduction of the entire amount of disallowed costs in one year would represent a high percentage of the consortium's total annual allocation, and an even higher percentage of the Lewiston's share of these funds. For example, the Auburn/Lewiston consortium was awarded \$364,163 in 2014. Assuming for the sake of illustration that the Cities were to split a future award of similar amount evenly, and assuming Lewiston was required to repay \$140,000 of its \$174,784 annual share all at once, the repayment would represent 80% of Lewiston's annual HOME funds. This would leave scarce resources available for rehabilitation projects in the areas of the most need. Further, the Cities do not have the ability to repay these home funds from non-federal sources, due to the poor economic conditions noted above.

The Cities also acknowledge and understand the impact of this reduction on their planning and administration cap and that the cities must comply with applicable plan regulations if it is necessary to amend the applicable action plan to account for this grant reduction. The

September 9, 2014

Page 4

Cities also waive the right to a hearing under 24 CFR § 570.913 as required by CPD regulations and in accordance with CPD procedure and policy.

If this approach is acceptable, we intend to amend the Consortium Agreement and corresponding budget to accomplish these administrative changes. Please direct any correspondence regarding this issue to Clinton Deschene, Auburn City Manager at [cdeschene@auburnrnaine.gov](mailto:cdeschene@auburnrnaine.gov) or 207 333-6601 ext. 1212 with a copy to Dan Nuzzi of Brann and Isaacson at [DNuzzi@brannlaw.com](mailto:DNuzzi@brannlaw.com) or 207-786-3566. Please let us know if we can provide you with any further information.

Very truly yours,

Jonathan P. LaBonte, Mayor  
City of Auburn

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



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

Jonathan P. LaBonte, Mayor

## **IN CITY COUNCIL**

### **ORDER 77-09082014**

ORDERED, that the City Council authorize the Mayor Labonte to sign the letter to the U. S. Department of Housing and Urban Development requesting a grant reduction on behalf of the City of Lewiston, as recommended by the Community Development staff.



## City Council Agenda Information Sheet

City of Auburn

**Council Meeting Date:** September 8, 2014

**Ordinance** 07-09082014

**Author:** Douglas M. Greene, City Planner

**Subject:** Re-zoning request in the Taylor Pond Area

**Information:** A citizen based petition was submitted to the Planning Office requesting a rezoning of properties in the Southwest area of Taylor Pond as recommended in the 2010 Comprehensive Plan. The rezoning will change the current zoning of Low Density County Residential to Urban Residential. This area has built up over many years in small summer camps but has been zoned Low Density County Residential (LDCR) which had a 3 acre minimum lot size and fairly large building setbacks. This area is also served by sanitary sewers which also can facilitate smaller lots.

The main reasons the 2010 Comprehensive Plan recommended this change are:

1. The change is consistent with the Comprehensive Plan in areas that are served by public sewers.
2. The zone change will make more of the lots in the area more conforming than the existing zoning.
3. The change will allow for the redevelopment of seasonal homes into year round homes with setbacks that are smaller than currently allowed.
4. The zone change will make the homes in the area of the proposed zone change more consistent with existing development patterns in the area.

**Pro's & Con's:** Pro's- Rezoning these properties will allow the owners to renovate, expand and improve their properties, which will add value and increase tax revenues. Con's- None

**Financial:** No direct financial impacts. Long term impact should be positive with higher assessments due to improvements to residences and structures.

**Action Requested at this Meeting:** Positive action to move this item to a public hearing and 1<sup>st</sup> reading.

### Previous Meetings and History:

1. 2010 Comprehensive Plan process over 2 year period with recommendation to change the future land use in this area.
2. Planning Board recommends approval to the City Council of the zone change on July 8, 2014 meeting.

### Attachments:

1. Citizen petition for Zone Change (ZOMA 1194).
2. Staff Report to Planning Board from July 8, 2014 meeting.
3. Map from 2010 Comprehensive Plan with recommended change to Taylor Pond area.
4. Map of existing zoning in the Taylor Pond area.
5. Map of proposed zoning (as reviewed by the Planning Board at the 7/8 meeting).
6. Map of revised zoning based on Planning Board action at the 7/8 meeting.
7. Map of Environmental Constraints.
8. Minutes of the July 8, 2014 Planning Board meeting. (pending)

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

ZOMA-1194-2014

## REZONING PETITION

We, the undersigned registered voters of the City of Auburn, do herein petition the City of Auburn to amend the Zoning Map and the City of Auburn Comprehensive Plan, Future Land Use Map in the area of Pond View and Ledgeview Drives from Low Density Country Residential to Urban Residence as outlined in black on the attached map. The parcels or portions of parcels listed on the attached property list as outlined in black would be changed as noted above. The change is consistent with the Comprehensive Plan in areas that are served by public sewer and will make more of the lots conforming than are conforming under the existing zoning. The change will allow for redevelopment of seasonal homes into year round homes with setbacks that are smaller than currently allowed and more consistent with existing development patterns.

SIGNATURE	PRINTED NAME	ADDRESS
<del>Arnold Adams</del>	<del>Arnold Adams</del>	<del>183 Broad St.</del>
Carolyn Adams	Carolyn Adams	183 Broad St. Aub.
Jay Arnold	Jay Arnold	10 Dantam St. Aub.
Timothy J. Earle	Timothy J. Earle	212 Lake Street
Kelly J. Brooks	KELLY J. BROOKS	53 Sixth St., Auburn
Lisa Latueippe	Lisa Latueippe	20 Lafayette Street, Auburn
Ray Ouellette	RAY OUELLETTE	63 Littlefield Rd
Robert Stalford	Robert Stalford	29 Madison St
Zachary S. Earle	Zachary S. Earle	212 Lake St
Roger L. Binette	ROGER L. BINETTE	83 Broadview Ave
KYAN BINETTE	KYAN BINETTE	86 Broadview Ave
Stevon J. Damien	Stevon J. Damien	703 So Witham Rd
Diane D. Damien	Diane D. Damien	1278 Pownall Rd
Claudette Jordan	CLAUDETTE JORDAN	454 Fletcher Rd
Tom Freitas	Tom Freitas	53 Howe St. Aub.
Mark Eustis	Mark Eustis	137 Riverside Dr. Auburn
Adam West	Adam West	32 Amherst St. Auburn
Richard A. Speer	Richard Speer	566 N. Auburn Rd, Aub.
Cindy Ross	Cindy Ross	420 Mill St. Aub.
Kim Brooks	Kim Brooks	30 Barton Ave. Aub.
Sandra Brown	Sandra Brown	773 Court St. Aub.
Maurice Pellerin	Maurice Pellerin	191 Peland Springs Rd. Auburn
Ernest L. Chau	ERNEST L. CHAU	39 Penley Corners Rd. Aub.
Carmille Bernward	CARMILLE BERNWARD	448 Youngs Corners Rd. Aub.
Lester Perry	Lester Perry	27 Miami Ave. Aub. ME.
JAY Bishop	JAY Bishop	901 Lakeshore Drive Aub.
Daniel J. Rodrigue	Daniel J. Rodrigue	254 Gamage Ave. Aub.
Ronald Basten	RONALD BASTEN	53 6th St. Aub.
Elwin Sizeland	Elwin Sizeland	30 Fairview Ct. Aub.
Donald R. Mailhot	DONALD R. MAILHOT	185 Broad St. Aub.
Lisa A. Mailhot	Lisa A. Mailhot	185 Broad St. Aub.



# REZONING PETITION

We, the undersigned registered voters of the City of Auburn, do herein petition the City of Auburn to amend the Zoning Map and the City of Auburn Comprehensive Plan, Future Land Use Map in the area of Pond View and Ledgeview Drives from Low Density Country Residential to Urban Residence as outlined in black on the attached map. The parcels or portions of parcels listed on the attached property list as outlined in black would be changed as noted above. The change is consistent with the Comprehensive Plan in areas that are served by public sewer and will make more of the lots conforming than are conforming under the existing zoning. The change will allow for redevelopment of seasonal homes into year round homes with setbacks that are smaller than currently allowed and more consistent with existing development patterns.

SIGNATURE	PRINTED NAME	ADDRESS
	Darlene Whitley	257 S Main St. Auburn ME
	David Arnold	78 Coachman Ave Aub ME
	CHERYL A. ARNOLD	26 OLD CARRIAGE AUB ME
	TRENET. THERIAULT	95 LEDGEVIEW COVE AUB ME
	ROLAND V. MAILHOT	134 LEDGEVIEW COVE AUB ME
	PATRICIA D. MAILHOT	134 Ledgeview Cove Auburn
	JACQUES G. DOWLING	161 Pond View Drive Auburn
	JAMES DOWLING	161 Pond View Dr Auburn
	PAULINE MORISSETTE	545 Garfield Rd. Auburn
	Brenda Joly	167 Pond View Drive
	Kevin D. Joly	167 Pond View Drive
	Yolande Gay	195 WEST Shore Rd. Auburn
	EDMOND L. GAY	195 W. Shore Rd Auburn
	LOUISE C. FORGUES	157 POND VIEW DR. Auburn
	Anne Pontbriand	493 Garfield Rd Auburn
	Annette Chénard	61 Carson Ln. Auburn
	CLAUDETTE WINSLOW	61 CARSON LA, AUBURN
	Collette F. COUTURE	61 CARSON LA AUBURN
	Robert H. Tremblay	134 Pond View Dr. Auburn
	MARC D. TREMBLAY	134 Pond View Drive Auburn
	Theresa Tremblay	134 Pond View Dr.
	Stephen Bouchard	14 Pond Crest Lane Auburn
	MIGNONNE MAILHOT	147 Pond View Dr. Auburn
	Marie Steele	42 Terrace Rd. Auburn
	DAVE STEELE	1159 Hotel Rd, Auburn
	GEORGE C. LANGLIER	56 LAURIER ST. LEWISTON ME
		Taylor Pond



# REZONING PETITION

We, the undersigned registered voters of the City of Auburn, do herein petition the City of Auburn to amend the Zoning Map and the City of Auburn Comprehensive Plan, Future Land Use Map in the area of Pond View and Ledgeview Drives from from Low Density Country Residential to Urban Residence as outlined in black on the attached map. The parcels or portions of parcels listed on the attached property list as outlined in black would be changed as noted above. The change is consistent with the Comprehensive Plan in areas that are served by public sewer and will make more of the lots conforming than are conforming under the existing zoning. The change will allow for redevelopment of seasonal homes into year round homes with setbacks that are smaller than currently allowed and more consistent with existing development patterns.

[illegible]



June 1, 2014  
To: ERIC Cousens

From: Claire Mailhot  
135 Pond View Drive

ERIC,

Please find attached the list of Auburn voters who support the rezoning in the area of Pond View and Ledgerview Drives from Low Density Country Residential to Urban Residence.

In addition to listed voters I have gotten signatures of home owners on Pond View and Ledgerview who live in Hurston and have seasonal cottages, and other lake residents.

Thank you for your many efforts to clarify building issues and your rapid response.

Sincerely,

Claire Mailhot

tel 650-591-4351 (CA)

650-724-3403 (CA-WK)

784-1879 (Cottage)





60 Court Street  
Auburn, Maine 04210  
Tel: (207) 333-6601 ext. 1158  
Fax: (207) 333-6625

## RECEIPT

**BILL TO:**

Claire Mailhot  
509 Starboard Dr  
Redwood City, CA 94065

Receipt Number: TRC-005960-04-06-2014

Date: 06/04/2014

**Amount****PRIMARY FEES**

Invoice Number: 5534

Map Amendment	\$400.00
Advertising - ZO/MA	\$300.00

**PAYMENTS RECEIVED**

Date	Payment Method	Check Number	Amount Received
06/04/2014	Check	10602	\$700.00
	<b>Total Payment</b>		<b>\$700.00</b>
	Change Due		\$0.00

# City of Auburn, Maine

*"Maine's City of Opportunity"*

## Office of Planning & Development

### PLANNING BOARD STAFF REPORT

To: Auburn Planning Board

From: Douglas M. Greene; AICP, RLA  
City Planner

Re: ZOMA 1194- 2014: Taylor Pond Area Zoning Map Amendment

Date: July 8, 2014

I. PROPOSAL- A citizen based petition was submitted to the Planning Office requesting a rezoning (Zoning Map Amendment) of properties in the Southwest area of Taylor Pond as recommended in the 2010 Comprehensive Plan. The 2010 Comprehensive Plan recommends the Moderate Density Neighborhood Conservation land use designation for the area of Pond View Road and Ledgeview Road. (**Attachment 1**) The rezoning would change the current zoning of Low Density County Residential to Urban Residential. (**Attachment 2**)

This area has built up over many years in small summer camps but has been zoned Low Density County Residential (LDCR) (**Attachment 3**), which had a 3 acre minimum lot size and fairly large building setbacks. This area is also served by sanitary sewers which also can facilitate smaller lots.

The main reasons the 2010 Comprehensive Plan recommended this change is:

1. The change is consistent with the Comprehensive Plan in areas that are served by public sewers.
2. The zone change will make more of the lots in the area more conforming than the existing zoning.
3. The change will allow for the redevelopment of seasonal homes into year round homes with setbacks that are smaller than currently allowed.
4. The zone change will make the homes in the area of the proposed zone change more consistent with existing development patterns in the area.

ZONE CHANGE IMPACTS: The proposed zone change affects 35 properties. (**Attachment 4**) Half of the properties are under a quarter of an acre.

COMPARISON OF ZONES: One of the reasons for the zone change is number 3 listed above: *"The change will allow for the redevelopment of seasonal homes into year round homes with*

*setbacks that are smaller than currently allowed.”* The chart below compares some basic size and dimensional differences between the current zoning Low Density Country Residential (LDCR) and the proposed zoning of Urban Residential (UR).

Zoning District\Dimensional Req.	Min. Lot Size	Lot Width	Lot Depth	Front Yard	Rear Yard	Side Yard	Density
Low Density Country Residential	3 ac.	325 ft.	200 ft.	50 ft.	50 ft.	15 ft.	1 du/3 ac.
Urban Residential	10,000 s.f.	100 ft.	100 ft.	25 ft.	25 ft.	5 ft.	4 du/ 1 ac.

These dimensional differences show how the proposed zoning will provide additional area for property owners to make conversions of camps into year round residences.

DENSITY: Questions have been directed to the Planning Staff asking about potential new subdivisions and/or increased densities in the area proposed for rezoning. There are limited opportunities to subdivide based on the environmental conditions of the area. **Attachment 5** is a map showing a 250’ Shoreland protection buffer, Resource Protection Areas, Protected Resource Areas and **Attachment 6**, a map showing wetlands in the areas. Based on the composite overlaying of these restrictions, potential for future subdivisions are extremely limited and would have to pass thorough scrutiny by the Planning Staff or Planning Board.

ENVIRONMENTAL IMPACTS: Questions were also raised about possible environmental impact the zone change might create. Attachments 3 and 4 illustrate the extensive environmental overlays that cover close to 90% of the proposed zone change. None of these overlays are changing with the zone change request. It is the staff’s opinion that the zone change will not have negative environmental impacts, most importantly to Taylor Pond.

## II. DEPARTMENT REVIEW-

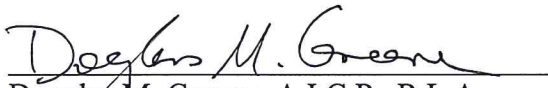
- a. Police- No Comments
- b. Auburn Water and Sewer- No Comments
- c. Fire Department- No Comments
- d. Engineering- No Comments

III. PLANNING BOARD ACTION- The Planning Board is being asked to review the application and related materials and to consider making either a positive or negative recommendation, with findings, that will be sent to the Auburn City Council for a work session and public hearing, and then 2 reading (votes) on the zone change.

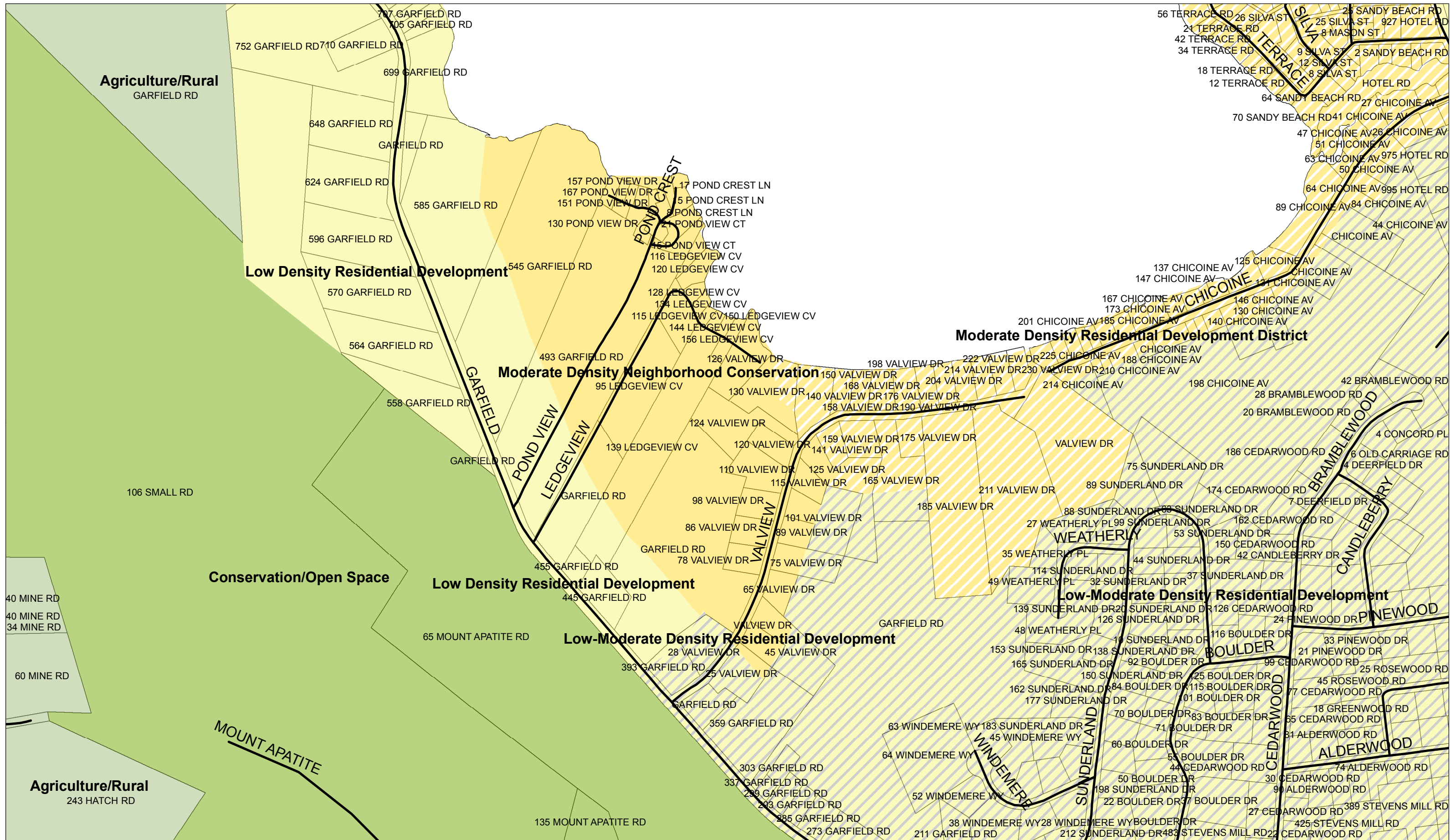


IV. STAFF RECOMMENDATION- The Staff reviewed the 2010 Comprehensive Plan, the Zoning Ordinance and GIS mapping data and recommends **APPROVAL** of ZOMA-1194-2014 with the following findings:

1. The zone change to Urban Residential District from Low Density Country Residential District is consistent with the Moderate Density Neighborhood Conservation District Land Use Recommendations as depicted in the 2010 Comprehensive Plan Future Land Use Map.
2. The Urban Residential District is consistent with the definition of Moderate Density Neighborhood Conservation District as defined in the 2010 Comprehensive Plan.
3. The zone change is consistent with the 2010 Comprehensive Plan's policy of encouraging smaller lot development in areas that are served by public sewers.
4. The zone change will make more of the lots in the area more conforming than the existing zoning.
5. The zone change is consistent with the 2010 Comprehensive Plan's policy to allow for the redevelopment of seasonal homes into year round homes by providing setbacks that are smaller than currently allowed in the Low Density Country Residential District.
6. The zone change will make the homes in the area of the proposed zone change more consistent with existing development patterns in the area.

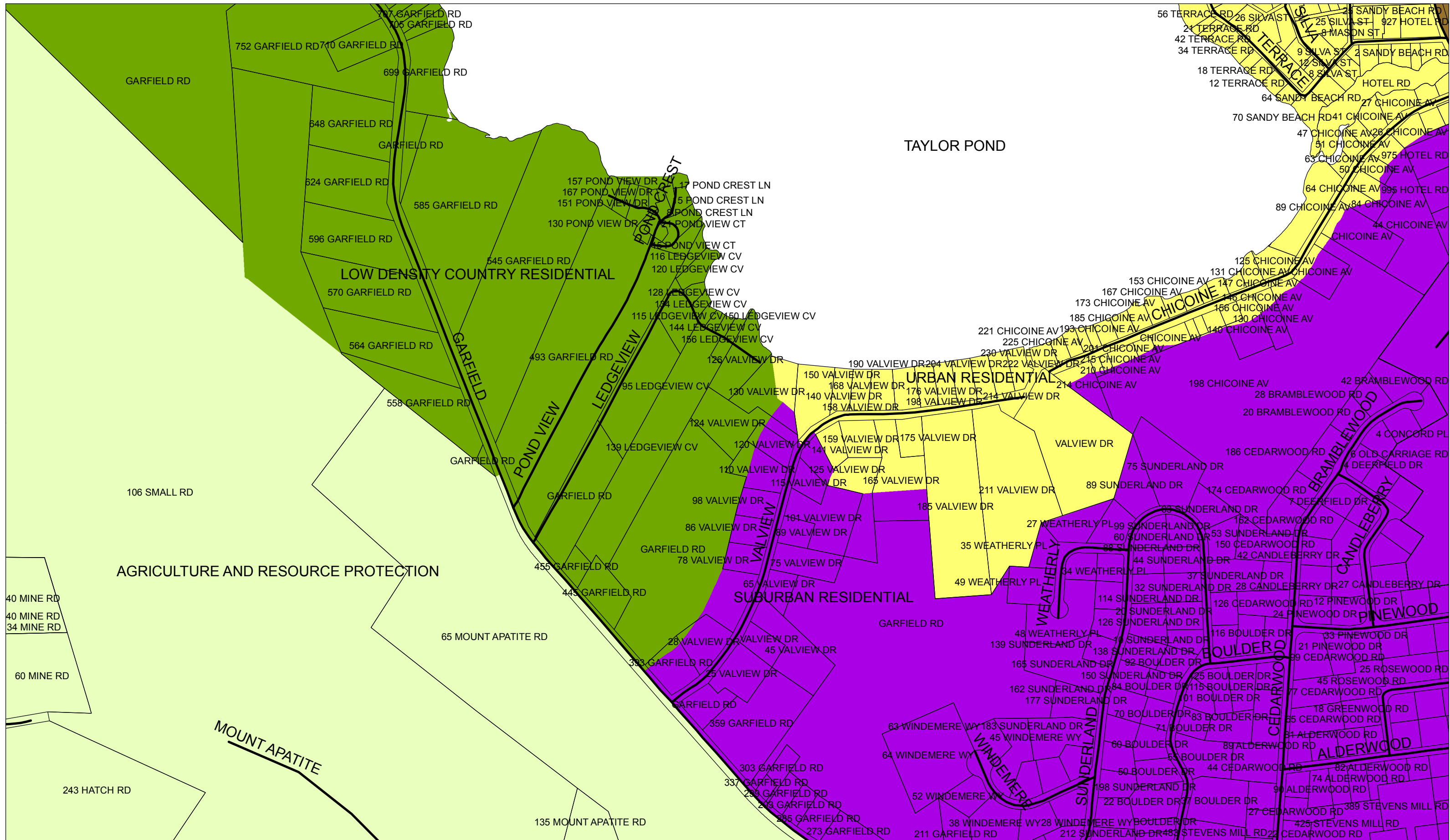
  
Douglas M. Greene, A.I.C.P., R.L.A.  
City Planner

# ZOMA- 1194: 2010 Comprehensive Plan Recommendation

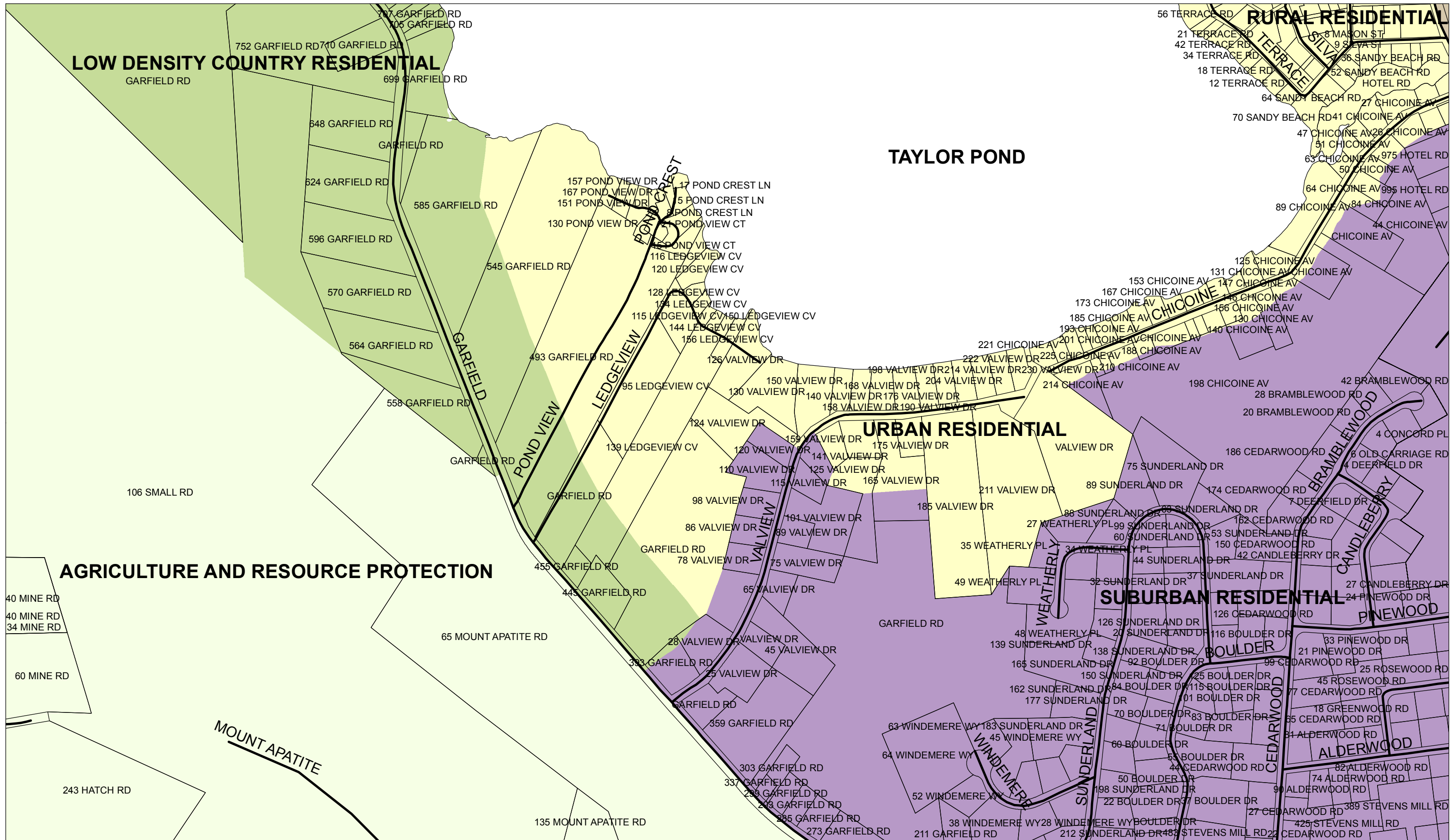




# ZOMA- 1194 "Pond View Zone Change" Existing Zoning

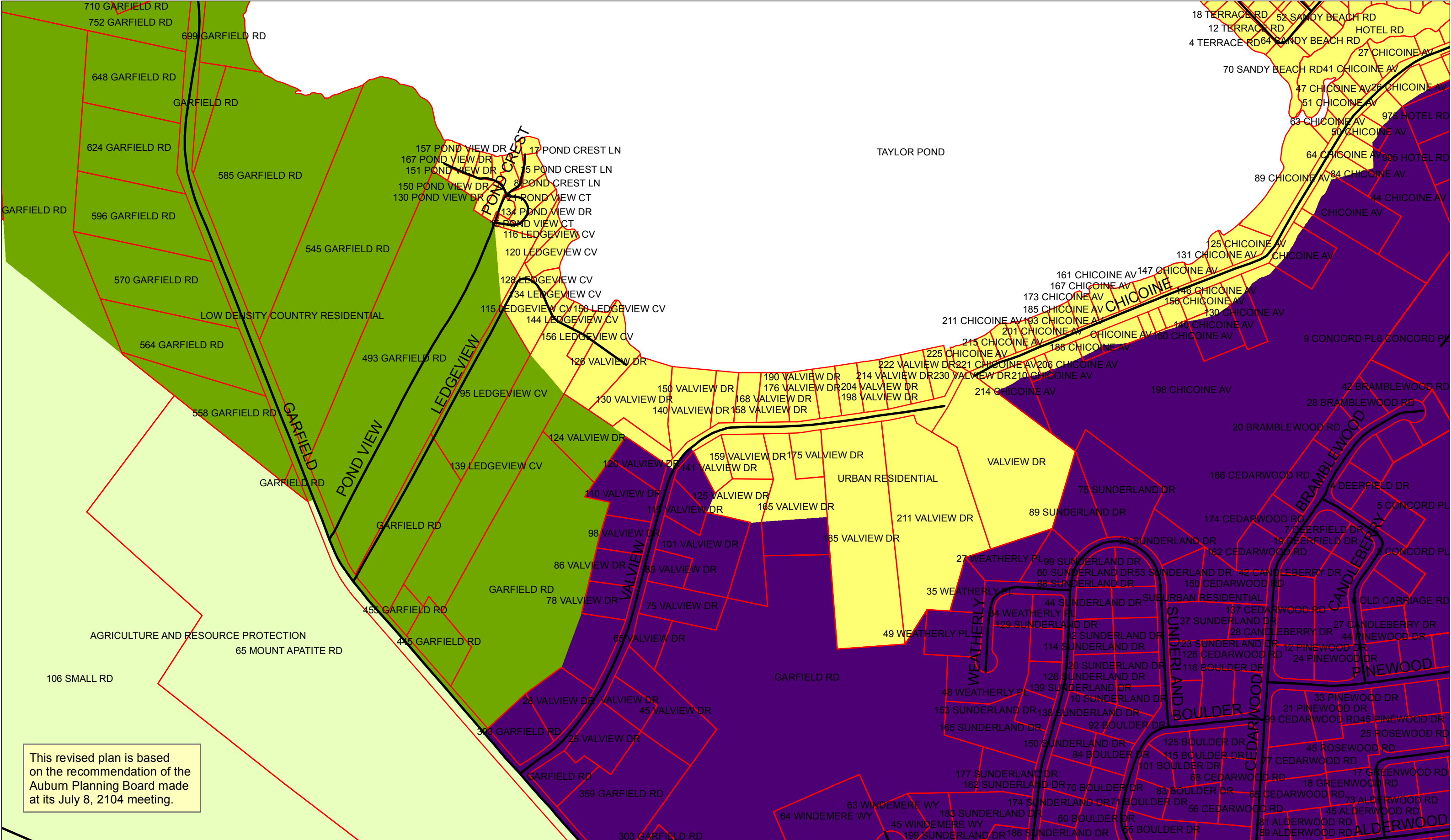


# ZOMA- 1194: "Pond View Zone Change" Proposed Zoning

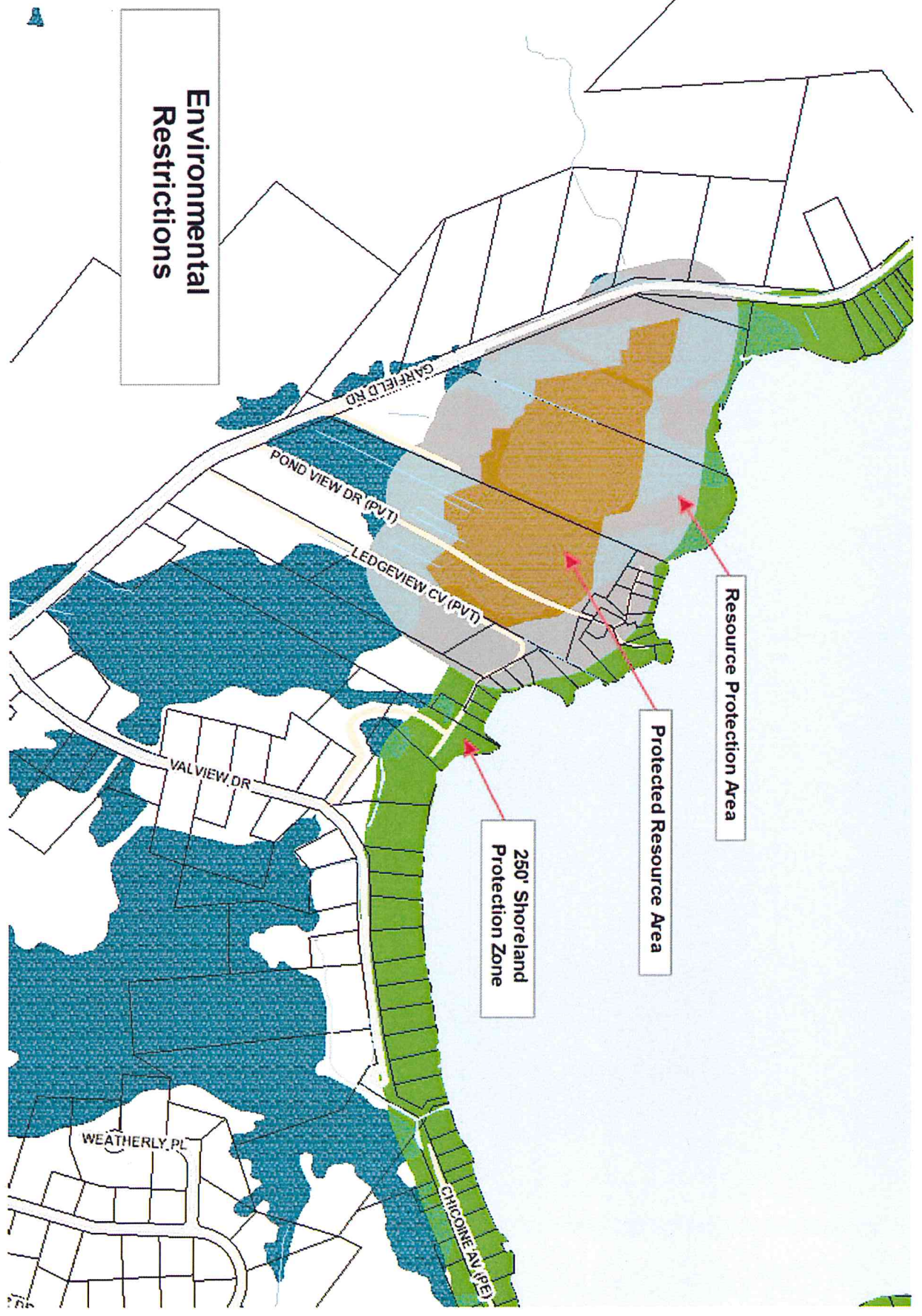




# ZOMA- 1194: "Pond View Zone Change" Revised







Environmental  
Restrictions

Resource Protection Area

Protected Resource Area

250' Shoreland  
Protection Zone

WEATHERLY PL

CHOCONE AV (RD)

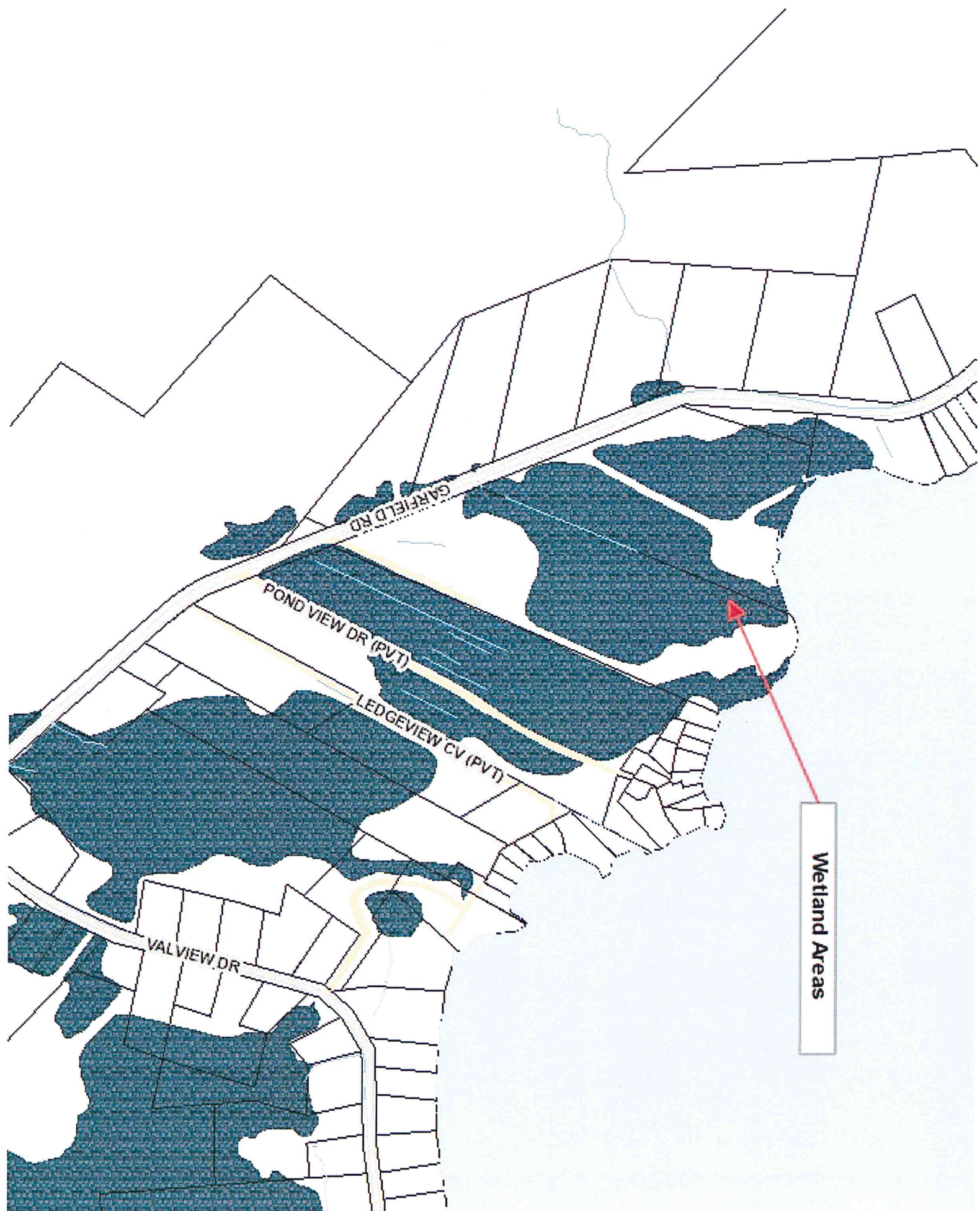
VALVIEW DR

LEDGEVIEW CV (PVT)

POND VIEW DR (PVT)

GARFIELD RD





# **Auburn Planning Board Meeting Minutes**

## **July 8, 2014**

### **Roll Call**

**Full Members present:** Evan Cyr, Emily Mottram, Robert Bowyer Presiding, Dan Philbrick and Marc Tardif.

**Associate Members present:** Kenneth Bellefleur

**Associate Members absent:** Mia Poliquin Pross

**Also present representing City staff:** Eric Cousens, Deputy Director of Planning & Development and Douglas Greene, City Planner.

**(02:10 on DVD)**

Chairperson Bowyer called the meeting to order at 6:00 pm. He said there was a vacancy on the Board and one of the regular members was absent, therefore, Ken Bellefleur's member status would be elevated to full member status for tonight's meeting. He then explained the procedure that is followed for public hearings.

### **Public Hearings:**

**Public hearing on a proposal by Snowden Consulting Engineers, Inc., an agent for Pine Tree Holdings, aka. Hammond Tractor for a special exception and site plan review for property located at 1525 Minot Avenue, in order to construct a new 21,600 sf. retail building and 24,000 sf. of self storage units, pursuant to Chapter 60, Sections 60-525 (b) (14); 60-1301 and 60-1336 of the City of Auburn Ordinances.**

**(06:50 on DVD)**

Douglas Greene went over the staff report and presented slides via PowerPoint.

**(15:45 on DVD)**

Chairperson Bowyer asked what was the City's general policy about accepting streets in new commercial/industrial developments. He also asked if the City were to accept the street and if it were to be built to City standards, what is the prescribed right-of-way width and does the cross section of the proposed construction conform to City standards.

**(19:45 on DVD)**

Gary Hammond, owner of Hammond Tractor and Boyd Snowden acting agent from Snowden Consulting Engineers spoke about the project. Mr. Snowden stated the plan was to construct the road to City standards but not necessarily request acceptance from the City at this time.

### **Open Public Input**

A motion was made by Emily Mottram and seconded by Dan Philbrick to close the public input part of the meeting. After a vote of 6-0-0, the motion carried.

(22:53 on DVD)

A motion was made by Dan Philbrick and seconded by Ken Bellefleur to approve the special exception and site plan review for property located at 1525 Minot Avenue, in order to construct a new 21,600 sf. retail building and 24,000 sf. of self storage units, pursuant to Chapter 60, Sections 60-525 (b) (14); 60-1301 and 60-1336 of the City of Auburn Ordinances.

After a vote of 6-0-0, the motion carried.

---

**Public hearing on a proposal to amend the City Of Auburn Zoning Map in the area Pond View Road and Taylor Pond from Low Density Country Residential District (LDCR) to Urban Residential District (UR). The proposed change includes the following properties: 493, 545, & 585 Garfield Rd., 0 Garfield Rd (PID- 225-009), 0 Garfield Rd. (PID-226-004), 95, 115, 116, 120, 128, 134, 138, 139, 144, 150, & 156 Ledgeview Cv., 8, 14, 15, & 17 Pond Crest Ln., 15, 21, & 21 Pond View Ct., 130, 134, 135, 147, 150, 151, 157, 160, 161, & 167 Pond View Dr., 124, 126, and 130 Valview Dr. pursuant to Chapter 60, Article XVII, Division 2 of the Ordinances of the City of Auburn.**

Eric Cousens went over the staff report and explained the various maps that he presented via PowerPoint.

(35:30 on DVD)

Emily Mottram stated she had a client that currently owned one of the properties affected by the zone change but said the zone change did not affect what they were doing on the property. Chairperson Bowyer asked if the Board members felt there was any potential conflict of interest with Emily participating and all replied they did not feel there was any conflict so Emily could participate.

Chairperson Bowyer asked beyond zoning, what other City ordinances or codes might come into play when seasonal buildings are being converted to year round homes. Eric replied there are several environmental protections in place that staff believes would prevent any negative environmental impact from allowing reduced setbacks with the zone change and mentioned the following:

- Taylor Pond Overlay District requires that for a conversion from seasonal to a year round residence that they connect to City sewer.
- Phosphorus standards requires that if they expand the footprint of the building by more than 575 sq ft or the driveway by more than 1,500 sq ft that they hire a design professional to do the calculations to figure out if the run-off will exceed their allowance for phosphorus.
- Shoreland zoning requires that any building within 100 ft of the water is not expanded by more than 30% by floor area or volume.
- At the State level we have rules/standards for impacting any wetland and soil disturbance prohibitions within 75 feet of the pond unless special circumstances requires soil disturbance where they can get a permit for up to 25 feet of the water.

(41:22 on DVD)

Evan Cyr added that there are also technical standards for construction spelled out in the building, electrical and plumbing codes.

### **Open Public Input**

(44:35 on DVD)

Dana Little, resident of 585 Garfield Road and President of Taylor Pond Association said he was concerned about the quality of the water, especially phosphorus run-off. He said he was not here to oppose this but wanted to make certain environmental impacts were minimized as this pond is very vulnerable. He mentioned Sabattus Pond as an example of what can happen if regulations are lax. He said he's seen a lot of illegal development around Taylor Pond such as someone building a road where it wasn't supposed to be built, people cutting down trees and establishing lawns where there weren't any lawns before. He spoke about the various programs that the Taylor Pond Association offered to area homeowners. He asked City staff if this change would affect taxes in the area. Eric replied no it wouldn't and explained how the Assessors use neighborhood codes.

Ken Bellefleur asked if he had any suggestions. Mr. Little suggested that we enforce current regulations and add to the regulations that people establish buffer zones of 10 to 20 feet between the house and the pond.

A discussion ensued regarding buffer zones, phosphorus run-off, expansion and development around the pond.

(52:45 on DVD)

Donald Mailhot, co-owner of 147 Pondview Drive, gave a brief family history and explained the reasons behind the petition. He said he favors the petition but with careful planning.

Marc Tardif asked Mr. Mailhot how he felt about a vegetative buffer being an added condition. He replied he didn't believe there was any place in that area that would allow for any expansion and suspects that the majority of people are aware of potential issues with run-off.

Jacqueline Dowling of 161 Pondview Drive said it took over 3 years to turn her camp into a year-round home because of all of the rules and regulations and inspections that were done during the process. For that reason, she said she didn't think the little setback issue that is on the table is going to make that much difference because the land is already built up with no more room left to build more. She said it's only to let people make improvements so is in favor of the proposal.

(01:01:48 on DVD)

Marion Rausch of 86 Valview Drive mentioned an email that she had written for the Board members. She spoke about when rules were broken, the fines were paid but people weren't made to undo what they did wrong so many people in the area are worried that this will continue. She went to the map and pointed out where the zone change should end to avoid new development.

Raymond Bedette of 130 Valview Drive said he agrees with previous comments to make a very narrow strip to allow people to do what they want with their camps. But as a past President of the



Auburn Water District and past member of the Lewiston Auburn Watershed, he said he has seen many undevelopable properties get in through loopholes and added that we should do everything we can to protect those areas. He said he was opposed to this as proposed but said there was a compromised position of a narrow Urban Residential band that accomplishes what people want to accomplish but does not open up the back land for future development.

Barbara Mitchell of 179 West Shore Road said it makes sense as a protection to ask for a buffer for any expansion and said she agreed with Mr. Bedette and Ms. Rausch about keeping this to a narrow band and keeping the back land zoned as LDCR. She asked why the illegal road was never rectified. Eric replied that stabilization measures did rectify the situation and fines were paid to Maine DEP. He said it was permissible but they should have obtained permits before they did the work, then they would have known what they could and couldn't do at that time instead of having to undo some things.

(01:09:42 on DVD)

Marc Tardif asked if more lots could be added on that road/driveway if this was approved. Eric replied there was a potential for 2 lots on that driveway right now as it existed and said he didn't think this proposal would change that. He added that one lot has frontage on Valview and the other on Ledgeview.

James Dowling of 161 Pondview Drive stated the size of your lot will dictate what you can build on that lot. He said he was in favor of the proposal and said the wetlands controlled most of the area so it was very limited.

Eric was asked how he felt about the suggested rezoning of just a narrow band instead of including the back land. Eric replied where you actually draw that line is a bit arbitrary. As long as you include the areas that are densely developed and are served by City sewer, then it accomplishes most of the goals of the Comp Plan. He said he doesn't think it would be bad to take that approach but just a little bit different than what was petitioned for and a little bit different than what the Comprehensive Plan recommended.

(01:16:50 on DVD)

Dana Little explained what a buffer zone entailed. He stated the cheapest is just not mowing the lawn all the way and allowing some trees and shrubs to grow up. He mentioned various techniques people could use to reduce run-off.

James Beaulieu of 98 Valview Drive stated he was not in favor of the original petition as it was written but was in favor of just the narrow strip being rezoned as suggested.

A motion was made by Ken Bellefleur and seconded by Evan Cyr to close the public input part of the meeting. After a vote of 6-0-0, the motion carried.

(01:21:39 on DVD)

Chairperson Bowyer explained to members of the audience that it is only the City Council who can amend the zoning map and the Planning Board's role is to make a recommendation to them which is not binding.

A motion was made by Evan Cyr and seconded by Ken Bellefleur to approve a reduced area for zone change from LDCR to UR to extend 250 feet from the high water mark of Taylor Pond from 130 Valview Drive to extend to 167 Pondview Drive to include an extension to the rear of those parcels that are affected by the zone change.

After a vote of 6-0-0, the motion carried.

Evan Cyr reiterated that the Planning Board does not have the power to actually create this zone change; we simply forward a positive or negative opinion to the City Council. He recommended to members of the audience who asked for buffer zones to contact the City Council since they would be making the final decision.

Chairperson Bowyer explained how notifications to the public were made for City Council meetings.

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(01:26:08 on DVD)

Chairperson Bowyer declared a brief recess at 7:29 pm and called the meeting back to order at 7:36 pm.

### **Minutes**

A request to approve the June 10, 2014 meeting minutes was made by staff.

Chairperson Bowyer stated the following errors in the June 10, 2014 meeting minutes:

- on the last page, should have read: “Robert Gagnon was not seeking re-appointment” (not Chairperson Bowyer),
- references to Minot Road should read: Minot Avenue,
- on the first page, it should read: “that it could be easier to acquire land” (not that it would be easier), and
- when referencing a City Councilor, the title City Councilor should be used before their name.

A motion was made by Evan Cyr and seconded by Ken Bellefleur to approve the June 10, 2014 meeting minutes with corrections. After a vote of 6-0-0, the motion carried.

### **MISC. BUSINESS:**

Chairperson Bowyer stated that the City Council acted to elevate the status of the 2 Associate members of the Planning Board, Ken Bellefleur and Mia Poliquin Pross to Full member status with their term expiring on January 1, 2017. He also mentioned that 2 new Associate members, Nathan Hamlyn and Elaine Wickman were appointed by the City Council.

(01:32:45 on DVD)

### **OLD BUSINESS:**

Douglas said he would send everyone Evan’s comments on the PB By-Laws in time for the next meeting.

There was a discussion regarding the Community Little Theater’s future plans and low income tax credits.

### **ADJOURNMENT**

A motion was made by Marc Tardif and seconded by Evan Cyr to adjourn. After a vote of 6-0-0, the motion carried. Meeting was adjourned at 7:49 pm.





## City Council Agenda Information Sheet

City of Auburn

**Council Meeting Date:** September 8, 2014

**Order** 74-09082014

**Author:** Roland G. Miller

**Subject:** Tax Increment Financing (TIF) -- Credit Enhancement Agreement (CEA) for 62 Spring St. project.

**Information:** Anew Development, LLC, and Auburn Housing are partnering to make application for a significant development project to be located at 62 Spring St. A new building of 45,880 ft.<sup>2</sup> is proposed to contain 39 apartments (31 LIHTC units and 8 market rate units) and two commercial spaces encompassing 2,373 ft.<sup>2</sup>. The financing for this project is dependent upon an allocation of tax credits from Maine Housing. This project will be competing with all of the submissions from communities within Maine. In order to effectively compete and achieve a scoring high enough to secure the required tax credits a tax increment finance credit enhancement agreement is required. The determination of the percentage of capture is based upon the need to sustain affordability.

**Pro's & Con's:** Pro's – 1) the project will result in a new multimillion dollar four-story building that contains market rate housing, low-income housing and commercial spaces. With the zoning change it will create a new street frontage along the East side of Spring Street that will come up to the property line. 2) taxes from the site will be greater than previously realized. 3) removal of the obsolete and Dilapidated building. Con's -- 75% of new taxes generated committed back to the project.

**Financial:** Auburn's financial position, subsequent to the development, will be a continuation of revenues to the general fund from the valuation that currently exists +25% of all of the new tax revenue. This agreement will continue for 20 years.

**Action Requested at this Meeting:** passage of the order

**Previous Meetings and History:** August 18, 2014

**Attachments:**

- New Revised Budget & Proforma
- Credit Enhancement Agreement
- TIFF Summary Worksheets

CREDIT ENHANCEMENT AGREEMENT

Between

CITY OF AUBURN, MAINE

And

Auburn Housing Development Corporation (AHDC)

Dated as of September 8, 2014

## Table of Contents

ARTICLE 1: DEFINITIONS .....	4
Section 1.1. Definitions.....	4
Section 1.2. Interpretation and Construction.....	6
ARTICLE II: DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS .....	7
Section 2.1. Creation of Development Program Fund.....	7
Section 2.2. Liens.....	7
Section 2.3. Deposits into Development Program Fund.....	7
Section 2.4. Use of Monies in Development Program Fund.....	7
Section 2.5. Monies Held for Benefit of Developer.....	8
Section 2.6. Investments.....	8
Section 2.7. Administrative Expenses.....	8
ARTICLE III: PAYMENT OBLIGATIONS.....	8
Section 3.1. Developer Payments.....	8
Section 3.2. Credit Enhancement Payments.....	8
Section 3.3. Failure to Make Payment.....	9
Section 3.4. Manner of Payments.....	9
Section 3.5. Obligations Unconditional.....	9
Section 3.6. Limited Obligation.....	10
ARTICLE IV: PLEDGE AND SECURITY INTEREST .....	10
Section 4.1. Pledge of Auburn Housing Development Corporation (AHDC) Project Cost Account.....	10
Section 4.2. Protection of Interest.....	10
Section 4.3. Further Instruments.....	11
Section 4.4. No Disposition of Auburn Housing Development Corporation (AHDC) Project Cost Account.....	11
Section 4.5. Access to Books and Records.....	11
ARTICLE V: DEFAULTS AND REMEDIES .....	11
Section 5.1. Events of Default.....	11
Section 5.2. Remedies on Default.....	12
Section 5.3. Remedies Cumulative.....	12
Section 5.4. Waiver of Governmental Immunity.....	12
Section 5.5. Tax Laws.....	13
ARTICLE VI: EFFECTIVE DATE, TERM AND TERMINATION .....	13
Section 6.1. Effective Date and Term.....	13
Section 6.2. Cancellation and Expiration of Term.....	13
ARTICLE VII: ASSIGNMENT AND PLEDGE OF DEVELOPER'S INTEREST .....	13
Section 7.1. Consent to Pledge and/or Assignment.....	13
Section 7.2. Pledge, Assignment or Security Interest.....	14
Section 7.3. Assignment.....	14
ARTICLE VIII: MISCELLANEOUS.....	14
Section 8.1. Successors.....	14
Section 8.2. Parties in Interest.....	14
Section 8.3. Non-Severability.....	15
Section 8.4. No Personal Liability of Officials of the City.....	15

Section 8.5. Counterparts. ....	15
Section 8.6. Governing Law. ....	15
Section 8.7. Notices. ....	15
Section 8.8. Amendments. ....	16
Section 8.9. Integration. ....	16
Section 8.10. Authority of the City. ....	16
Section 8.11. Indemnification. ....	16
Section 8.12. Net Agreement. ....	17
Section 8.13. Benefit of Assignees or Pledges. ....	17

CREDIT ENHANCEMENT AGREEMENT  
BETWEEN THE  
CITY OF AUBURN  
AND  
**Auburn Housing Development Corporation (AHDC)**

This **Credit Enhancement Agreement** dated as of September 8, 2014 between the **City of Auburn, Maine** (the "City"), a municipal body corporate and politic and a political subdivision of the State, and **Auburn Housing Development Corporation (AHDC)** (the "Developer").

WITNESSETH THAT:

**Whereas**, the City designated the #10 Downtown Omnibus Municipal Tax Increment Financing District (the "District") pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes by action of the Auburn City Council on July 7, 2014 (the "Vote"), and pursuant to the same Vote adopted a Development Program and Financial Plan for the District (the "Development Program"); and

**Whereas**, the City submitted the Development Program to Department of Economic and Community Development for the Department's review and approval of the District and a Development Program on July 23, 2014; 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 September 8, 2014; 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 206 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 of Auburn

"City" means the City of Auburn, Maine.

"Department" means Department of Economic and Community Development.

"Developer" means Auburn Housing Development Corporation (AHDC), their successors and assigns.

"Developer's Share" means 60% of the tax revenues derived from the new added value of the project in tax fiscal years 2016-36.

"Development Program" means the #10 Downtown Omnibus Municipal Tax Increment Financing District Development Program AMD-1, which was approved by the Department on July 23, 2014.

"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 #10 Downtown Omnibus Municipal Tax Increment Financing District more particularly described in the Development Program and to be designated by the City pursuant to Chapter 206 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 \$495,100.00.

"Project" means the renovation of a building to be used as a low income rental housing project 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, as amended from time to time.

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

"State" means the State of Maine.

"Affordable Housing Tax Increment" has the meaning set forth in 30-A M.R.S.A. Chapter 206.

"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:

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.

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.

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.

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.

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

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.

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 sub-account in the name of the City designated as the "Auburn Housing Development Corporation (AHDC) Fund" within the #10 Downtown Omnibus Municipal Tax Increment Financing District 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 Housing Development Corporation (AHDC) 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 Housing Development Corporation (AHDC) 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 2015-2016 tax year and for each year thereafter until 2035-2036 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 75% 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 \$10,000 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 Housing Development Corporation (AHDC) Cost Account, an amount equal to the Developer's Share, provided that the aggregate amount paid under this agreement shall not exceed the total Project Cost incurred by the Developer for the term of the Development Program within the District.

### **Section 2.4. Use of Monies in Development Program Fund.**

Monies deposited in the Auburn Housing Development Corporation (AHDC), 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 of Auburn

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 Housing Development Corporation (AHDC) 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 interest earned on the deposited funds, its administrative costs and administering the Program and this Agreement up to the maximum sum per year of \$10,000. 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, the City shall pay to the Developer all amounts then on deposit in the Auburn Housing Development Corporation (AHDC) Project Cost Account, exclusive of investment earnings thereon. Such payments shall be used to satisfy debt service on

## City of Auburn

indebtedness incurred to finance qualified "Project Costs" incurred by the Developer as that term is defined under Chapter 206 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 2015-2016 tax year 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 Auburn Housing Development Corporation (AHDC) 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.

## City of Auburn

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 or 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 whatever 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 Housing Development Corporation (AHDC) Project Cost Account, excluding earnings thereon, established under this Agreement.

## **ARTICLE IV: PLEDGE AND SECURITY INTEREST**

### **Section 4.1. Pledge of Auburn Housing Development Corporation (AHDC) 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 Housing Development Corporation (AHDC) Project Cost Account and sums of money and other securities and investments therein, excluding earnings thereon.

### **Section 4.2. Protection of Interest.**

## City of Auburn

The City shall cooperate with the Developer in causing appropriate financing statements and continuation statements setting forth the Developers interest in the Auburn Housing Development Corporation (AHDC) 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 Housing Development Corporation (AHDC) 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 Auburn Housing Development Corporation (AHDC) 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 Housing Development Corporation (AHDC) 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 Housing Development Corporation (AHDC) 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":

Any failure by the City to pay any amount from the Auburn Housing Development Corporation (AHDC) Project Cost Account to the Developer when the same shall become due and payable;



## City of Auburn

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

Any failure by the City to make deposits into Auburn Housing Development Corporation (AHDC) Project Cost Account as and when due;

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

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.**

## City of Auburn

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 July 1, 2036 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.**

## City of Auburn

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 pledge or assignee, including without limitation recognition of the pledge 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 pledge or assignee the position of such assignee or pledge and binding nature of this Agreement and provide to the pledge 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

## City of Auburn

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:

Clinton Deschene, City Manager City of Auburn  
60 Court Street, Suite 243  
Auburn, ME 04210 With a copy to:  
Roland Miller, Economic Development Director City of Auburn  
60 Court Street, Suite 102





## City of Auburn

Auburn, ME 04210

If to the Developer:

Auburn Housing Development Corporation (AHDC)  
145 Newbury Street, 3<sup>rd</sup> Floor  
Portland, ME 04101

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

## City of Auburn

claims, including claims of contractors, employees, laborers, material men, 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 pledges 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 pledge 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 \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Witness By: \_\_\_\_\_  
Its City Manager

State of Maine Androscoggin County

Before me personally appeared \_\_\_\_\_ who swore that the above was her true fact and deed.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Witness By: \_\_\_\_\_  
Its Secretary  
(AHDC) Auburn Housing Development Corporation

Date: \_\_\_\_\_

State of Maine  
Androscoggin County

Before me personally appeared \_\_\_\_\_ who swore that the above was her true fact and deed.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

<u>TIF #4</u>	<u>Base Value (All to GF)</u>	<u>Base Value Taxes</u>	<u>Valuation above Base (Tax Increment)</u>	<u>Income Produced</u>	<u>TIF Percentage</u>	<u>Credit Enhancement</u>	<u>Annual Net to TIF</u>	<u>Annual Net to GF</u>	<u>Est. Annual Cost to City</u>	<u>Impact to GF</u>	<u>Current Balance Available</u>
<u>Tambrands (RE&amp;PP)</u>											
2010 **	\$0	\$0	\$2,276,300	\$41,679	100%	\$14,588	\$20,840	\$6,252		\$6,252	
2011 **	\$0	\$0	\$1,911,900	\$36,900	100%	\$12,915		\$23,985		\$23,985	
2012	\$1,702,000	\$33,002	\$77,531,600	\$1,503,338	100%	\$526,168		\$977,170	\$43,706	\$1,010,172	
2013	\$1,702,000	\$33,342	\$67,917,900	\$1,330,512	100%	\$465,679		\$864,833	\$824	\$898,175	
2014	\$1,702,000	\$34,772	\$59,530,400	\$1,216,206	100%	\$425,672		\$790,534		\$825,306	
2015	\$1,702,000	\$35,657	\$53,371,200	\$1,118,127	100%	\$391,344		\$726,782		\$762,439	
2016*	\$1,702,000	\$35,657	\$53,371,200	\$1,118,127	100%	\$391,344		\$726,782		\$762,439	
2017*	\$1,702,000	\$35,657	\$53,371,200	\$1,118,127	100%	\$391,344		\$726,782		\$762,439	
2018*	\$1,702,000	\$35,657	\$53,371,200	\$1,118,127	100%	\$391,344		\$726,782		\$762,439	

\* Future years carried FY 2015 figures

\*\* Personal Property ONLY



	<u>Base Value (All to GF)</u>	<u>Base Value Taxes</u>	<u>Valuation above Base</u> <u>(Tax Increment)</u>	<u>Income Produced</u>	<u>TIF Percentage</u>	<u>Credit Enhancement</u>	<u>Annual Net to TIF</u>	<u>Annual Net to GF</u>	<u>Est. Annual Cost to City</u>	<u>Impact to GF</u>	<u>Current</u> <u>Balance Available</u>
<u>TIF #6</u>											
<u>Tambrands (RE&amp;PP)</u>											
2010	\$11,448,100	\$209,615	\$91,073,400	\$1,667,554	100%	\$667,022	\$16,140	\$984,392		\$1,194,007	
2011	\$11,448,100	\$220,948	\$78,238,000	\$1,509,993	100%	\$603,997		\$905,996	\$309,181	\$1,126,944	
2012	\$520,900	\$10,100	\$1,544,100	\$29,940	100%	\$11,976		\$17,964	\$388,415	\$28,064	
2013	\$520,900	\$10,204	\$1,852,200	\$36,285	100%	\$14,514		\$21,771	\$324,212	\$31,975	
2014	\$520,900	\$10,642	\$8,796,800	\$179,719	100%	\$71,887		\$107,831	\$500,000	\$118,473	
2015	\$520,900	\$10,913	\$7,901,500	\$165,536	100%	\$66,215		\$99,322	\$500,000	\$110,235	
2016*	\$520,900	\$10,913	\$7,901,500	\$165,536	100%	\$66,215		\$99,322	\$500,000	\$110,235	
2017*	\$520,900	\$10,913	\$7,901,500	\$165,536	100%	\$66,215		\$99,322	\$500,000	\$110,235	
2018*	\$520,900	\$10,913	\$7,901,500	\$165,536	100%	\$66,215		\$99,322	\$500,000	\$110,235	

\* Future years carried FY 2015 figures

<u>TIF #8</u>	<u>Base Value (All to GF)</u>	<u>Base Value Taxes</u>	<u>Valuation above Base (Tax Increment)</u>	<u>Income Produced</u>	<u>TIF Percentage</u>	<u>Credit Enhancement</u>	<u>Annual Net to TIF</u>	<u>Annual Net to GF</u>	<u>Est. Annual Cost to City</u>	<u>Impact to GF</u>	<u>Current Balance Available</u>
<u>FORMED FIBER (RE&amp;PP)</u>											
2010	\$366,000	\$6,701	\$9,771,300	\$178,913	100%	\$71,565		\$107,348		\$114,049	
2011	\$366,000	\$7,064	\$3,711,000	\$71,622	100%	\$28,649		\$42,973		\$50,037	
2012	\$366,000	\$7,097	\$3,756,300	\$72,835	100%	\$29,134		\$43,701		\$50,798	
2013	\$366,000	\$7,170	\$3,743,940	\$73,344	100%	\$29,338		\$44,006		\$51,176	
2014	\$366,000	\$7,477	\$3,729,326	\$76,190	100%	\$30,476		\$45,714		\$53,191	
2015	\$366,000	\$7,668	\$3,473,700	\$72,774	100%	\$29,110		\$43,664		\$51,332	
2016*	\$366,000	\$7,668	\$3,473,700	\$72,774	100%	\$29,110		\$43,664		\$51,332	
2017*	\$366,000	\$7,668	\$3,473,700	\$72,774	100%	\$29,110		\$43,664		\$51,332	
2018*	\$366,000	\$7,668	\$3,473,700	\$72,774	100%	\$29,110		\$43,664		\$51,332	

\* Future years carried FY 2015 figures

<u>TIF #9</u>	<u>Base Value (All to GF)</u>	<u>Base Value Taxes</u>	<u>Valuation above Base (Tax Increment)</u>	<u>Income Produced</u>	<u>TIF Percentage</u>	<u>Credit Enhancement</u>	<u>Annual Net to TIF</u>	<u>Annual Net to GF</u>	<u>Est. Annual Cost to City</u>	<u>Impact to GF</u>	<u>Current Balance Available</u>
<u>MALL AREA (RE)</u>											
2010	\$5,956,300	\$109,060	\$19,757,100	\$361,753	100%	\$0	\$361,753	\$0			\$109,060
2011	\$5,956,300	\$114,957	\$19,871,800	\$383,526	100%	\$0	\$383,526	\$0			\$114,957
2012	\$5,956,300	\$115,493	\$19,871,800	\$385,314	100%	\$0	\$385,314	\$0	\$167,103		\$115,493
2013	\$5,956,300	\$116,684	\$20,283,700	\$397,358	100%	\$0	\$397,358	\$0			\$116,684
2014	\$5,956,300	\$121,687	\$17,188,500	\$351,161	100%	\$0	\$351,161	\$0			\$121,687
2015	\$5,956,300	\$124,784	\$17,031,900	\$356,818	100%	\$0	\$356,818	\$0			\$124,784
2016*	\$5,956,300	\$124,784	\$17,031,900	\$356,818	100%	\$0	\$356,818	\$0			\$124,784
2017*	\$5,956,300	\$124,784	\$17,031,900	\$356,818	100%	\$0	\$356,818	\$0			\$124,784
2018*	\$5,956,300	\$124,784	\$17,031,900	\$356,818	100%	\$0	\$356,818	\$0			\$124,784

\* Future years carried FY 2015 figures

	Base Value (All to GF)	Base Value Taxes	Valuation above Base (Tax Increment)	Income Produced	TIF Percentage	Credit Enhancement	Annual Net to TIF	Annual Net to GF	Est. Annual Cost to City	Impact to GF	Current Balance Available
<b><u>TIF #10</u></b>											
<b><u>ADAPT AREA (RE)</u></b>											
<b><u>(Downtown)</u></b>											
<b>2010</b>	\$52,364,600	\$958,796	\$37,270,200	\$682,417	100%	\$0	\$682,417	\$0		\$958,796	
<b>2011</b>	\$52,364,600	\$1,010,637	\$37,605,700	\$725,790	100%	\$0	\$725,790	\$0		\$1,010,637	
<b>2012</b>	\$52,364,600	\$1,015,350	\$35,433,800	\$687,061	100%	\$0	\$687,601	\$0	\$544,890	\$1,015,350	
<b>2013</b>	\$52,364,600	\$1,025,823	\$34,827,900	\$682,279	100%	\$0	\$682,279	\$0	\$521,002	\$1,025,823	
<b>2014</b>	\$52,364,600	\$1,069,809	\$34,561,000	\$706,081	100%	\$0	\$706,081	\$0	\$426,327	\$1,069,809	
<b>2015</b>	\$84,411,000	\$1,768,410	\$35,413,400	\$741,911	100%	\$0	\$741,911	\$0	\$412,569	\$1,768,410	
<b>2016*</b>	\$84,411,000	\$1,768,410	\$35,413,400	\$741,911	100%	\$0	\$741,911	\$0	\$398,125	\$1,768,410	
<b>2017*</b>	\$84,411,000	\$1,768,410	\$35,413,400	\$741,911	100%	\$0	\$741,911	\$0	\$382,665	\$1,768,410	
<b>2018*</b>	\$84,411,000	\$1,768,410	\$35,413,400	\$741,911	100%	\$0	\$741,911	\$0	\$367,008	\$1,768,410	

\* Future years carried FY 2015 figures



	Base Value (All to GF)	Base Value Taxes	Valuation above Base (Tax Increment)	Income Produced	TIF Percentage	Credit Enhancement	Annual Net to TIF	Annual Net to GF	Est. Annual Cost to City	Impact to GF	Current Balance Available
<b><u>TIF #12</u></b>											
<b><u>AUBURN INDUSTRIAL</u></b>											
<b><u>PARK (RE)</u></b>											
<b>2010</b>	\$334,200	\$6,119	\$8,208,400	\$150,296	100%	\$0	\$150,296	\$0		\$6,119	
<b>2011</b>	\$334,200	\$6,450	\$6,591,200	\$127,210	100%	\$0	\$127,210	\$0		\$6,450	
<b>2012</b>	\$334,200	\$6,480	\$6,591,200	\$127,803	100%	\$0	\$127,803	\$0	\$177,762	\$6,480	
<b>2013</b>	\$334,200	\$6,547	\$6,591,200	\$129,122	100%	\$0	\$129,122	\$0	\$175,213	\$6,547	
<b>2014</b>	\$334,200	\$6,828	\$6,806,100	\$139,049	100%	\$0	\$139,049	\$0	\$177,763	\$6,828	
<b>2015</b>	\$334,200	\$7,001	\$6,755,300	\$141,524	100%	\$0	\$141,524	\$0	\$179,263	\$7,001	
<b>2016*</b>	\$334,200	\$7,001	\$6,755,300	\$141,524	100%	\$0	\$141,524	\$0	\$176,263	\$7,001	
<b>2017*</b>	\$334,200	\$7,001	\$6,755,300	\$141,524	100%	\$0	\$141,524	\$0	\$178,163	\$7,001	
<b>2018*</b>	\$334,200	\$7,001	\$6,755,300	\$141,524	100%	\$0	\$141,524	\$0	\$219,063	\$7,001	

\* Future years carried FY 2015 figures

	Valuation above Base										
TIF #13	Base Value (All to GF)	Base Value Taxes	(Tax Increment)	Income Produced	TIF Percentage	Credit Enhancement **	Annual Net to TIF	Annual Net to GF	Est. Annual Cost to City	Impact to GF	Current Balance Available
RETAIL DEVELOPMENT											
2010	\$5,425,400	\$99,339	\$14,836,900	\$271,664	100%	\$95,082	\$176,581	\$0		\$99,339	
2011	\$5,425,400	\$104,710	\$14,836,900	\$286,352	100%	\$100,223	\$186,129	\$0		\$104,710	
2012	\$5,425,400	\$105,199	\$14,836,900	\$287,687	100%	\$120,829	\$166,859	\$0		\$105,199	
2013	\$5,425,400	\$106,284	\$14,836,900	\$290,655	100%	\$122,075	\$168,573	\$0		\$106,284	
2014	\$5,425,400	\$110,841	\$14,830,700	\$302,991	100%	\$127,256	\$175,735	\$0		\$110,841	
2015	\$5,425,400	\$113,662	\$15,227,900	\$319,025	100%	\$133,990	\$185,034	\$0		\$113,662	
2016*	\$5,425,400	\$113,662	\$15,227,900	\$319,025	100%	\$133,990	\$185,034	\$0		\$113,662	
2017*	\$5,425,400	\$113,662	\$15,227,900	\$319,025	100%	\$133,990	\$185,034	\$0		\$113,662	
2018*	\$5,425,400	\$113,662	\$15,227,900	\$319,025	100%	\$133,990	\$185,034	\$0		\$113,662	

\* Future years carried FY 2015 figures

\*\* CEA FY 10 & 11 is at 35%; FY 12 and forward is at 42%

	Base Value (All to GF)	Base Value Taxes	Valuation above Base (Tax Increment)	Income Produced	TIF Percentage	Credit Enhancement **	Annual Net to TIF	Annual Net to GF	Est. Annual Cost to City ***	Impact to GF	Current Balance Available
<b><u>TIF #14</u></b>											
<b><u>AUBURN MALL (RE)</u></b>											
<b>2010</b>	\$12,715,000	\$232,812	\$19,944,900	\$365,191	85%	\$146,076	\$164,336	\$54,779		\$287,591	
<b>2011</b>	\$12,715,000	\$245,400	\$18,312,900	\$353,439	85%	\$141,376	\$150,837	\$61,226		\$306,626	
<b>2012</b>	\$12,715,000	\$246,544	\$27,464,500	\$532,537	85%	\$250,292	\$211,683	\$70,561	\$438,863	\$317,105	
<b>2013</b>	\$12,715,000	\$249,087	\$28,338,600	\$555,153	85%	\$260,922	\$220,673	\$73,558	\$442,163	\$322,645	
<b>2014</b>	\$12,715,000	\$259,767	\$28,209,400	\$576,318	85%	\$270,869	\$229,087	\$76,362	\$889,963	\$336,129	
<b>2015</b>	\$12,715,000	\$266,379	\$27,372,700	\$573,458	85%	\$269,525	\$227,950	\$75,983	\$422,263	\$342,362	
<b>2016*</b>	\$12,715,000	\$266,379	\$27,372,700	\$573,458	85%	\$269,525	\$227,950	\$75,983	\$443,963	\$342,362	
<b>2017*</b>	\$12,715,000	\$266,379	\$27,372,700	\$573,458	85%	\$269,525	\$227,950	\$75,983	\$449,963	\$342,362	
<b>2018*</b>	\$12,715,000	\$266,379	\$27,372,700	\$573,458	85%	\$269,525	\$227,950	\$75,983	\$450,263	\$342,362	

\* Future years carried FY 2015 figures

\*\* CEA FY 10 & 11 is at 40%; FY 12 and forward is at 47%

\*\*\* Advanced lease payment

	Base Value (All to GF)	Base Value Taxes	Valuation above Base (Tax Increment)	Income Produced	TIF Percentage	Credit Enhancement	Annual Net to TIF	Annual Net to GF	Est. Annual Cost to City	Impact to GF	Current Balance Available
<u>TIF #16</u>											
<u>WEBSTER SCHOOL (RE)</u>											
2010	\$0	\$0	\$0	\$0	60%	\$0	\$0	\$0		\$0	
2011	\$0	\$0	\$0	\$0	60%	\$0	\$0	\$0		\$0	
2012	\$522,800	\$10,137	\$159,500	\$3,093	60%	\$1,856	\$0	\$1,237		\$11,374	
2013	\$522,800	\$10,242	\$2,226,700	\$43,621	60%	\$26,173	\$0	\$17,448		\$27,690	
2014	\$522,800	\$10,681	\$2,226,700	\$45,491	60%	\$27,295	\$0	\$18,197		\$28,878	
2015	\$522,800	\$10,953	\$2,184,200	\$45,759	60%	\$27,455	\$0	\$18,304		\$29,257	
2016*	\$522,800	\$10,953	\$2,184,200	\$45,759	60%	\$27,455	\$0	\$18,304		\$29,257	
2017*	\$522,800	\$10,953	\$2,184,200	\$45,759	60%	\$27,455	\$0	\$18,304		\$29,257	
2018*	\$522,800	\$10,953	\$2,184,200	\$45,759	60%	\$27,455	\$0	\$18,304		\$29,257	

\* Future years carried FY 2015 figures

<u>TIF #17</u>	<u>Base Value (All to GF)</u>	<u>Base Value Taxes</u>	<u>Valuation above Base (Tax Increment)</u>	<u>Income Produced</u>	<u>TIF Percentage</u>	<u>Credit Enhancement</u>	<u>Annual Net to TIF</u>	<u>Annual Net to GF</u>	<u>Est. Annual Cost to City</u>	<u>Impact to GF</u>	<u>Current Balance Available</u>
<u>BEDARD MEDICAL (RE)</u>											
2010	\$0	\$0	\$0	\$0	40%	\$0	\$0	\$0		\$0	
2011	\$0	\$0	\$0	\$0	40%	\$0	\$0	\$0		\$0	
2012	\$468,800	\$9,090	\$1,288,400	\$24,982	40%	\$9,993	\$0	\$14,989		\$24,079	
2013	\$468,800	\$9,184	\$3,605,500	\$70,632	40%	\$28,253	\$0	\$42,379		\$51,563	
2014	\$468,800	\$9,578	\$3,605,500	\$73,660	40%	\$29,464	\$0	\$44,196		\$53,774	
2015	\$468,800	\$9,821	\$3,465,100	\$72,594	40%	\$29,038	\$0	\$43,556		\$53,377	
2016*	\$468,800	\$9,821	\$3,465,100	\$72,594	40%	\$29,038	\$0	\$43,556		\$53,377	
2017*	\$468,800	\$9,821	\$3,465,100	\$72,594	40%	\$29,038	\$0	\$43,556		\$53,377	
2018*	\$468,800	\$9,821	\$3,465,100	\$72,594	40%	\$29,038	\$0	\$43,556		\$53,377	

\* Future years carried FY 2015 figures



Summary

	Expenses		Revenue		Current Balance Available
	Credit Enhancement	Est. Annual Cost to City	Annual Net to TIF	Annual Net to GF	
ALL TIFS			(Captured Value - CEA Payments)		
4,6,8,9,10,12,13,14,16,17					
2010	\$994,333	\$0	\$1,572,363	\$1,152,771	
2011	\$887,160	\$0	\$1,573,492	\$1,034,180	
2012	\$950,248	\$1,760,740	\$1,579,260	\$1,125,622	\$1,407,723 <sup>1</sup>
2013	\$946,953	\$1,464,462	\$1,598,005	\$1,063,995	\$1,760,974 <sup>1</sup>
2014	\$982,920	\$1,993,453	\$1,601,113	\$1,082,834	\$752,441 <sup>1</sup>
2015*	\$946,677	\$1,514,095	\$1,653,237	\$1,007,611	\$891,583 <sup>1</sup>
2016*	\$946,677	\$1,518,351	\$1,653,237	\$1,007,611	
2017*	\$946,677	\$1,510,791	\$1,653,237	\$1,007,611	
2018*	\$946,677	\$1,536,334	\$1,653,237	\$1,007,611	

1 - Fund Balance is calculated included all retired TIF's, and is a RUNNING balance containing current year and fund balance, not cumulative

\* Future years carried FY 2015 figures

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



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

Jonathan P. LaBonte, Mayor

## **IN CITY COUNCIL**

### **ORDER 74-09082014**

ORDERED, that the City Manager is authorized to execute all documents needed to create a tax increment finance (TIF) relationship with Anew Development, LLC. The attached credit enhancement agreement (CEA) will pledge 75% of the new captured assessed value and resulting tax revenue back to the project at 62 Spring St. to ensure long-term affordability. The general fund will continue to receive the same tax revenues that have been historically contributed from this property.



## City Council Information Sheet

City of Auburn

**Council Meeting Date:** 09/08/2014

**Subject:** Executive Session

**Information:** Discussion regarding Economic Development, pursuant to 1 M.R.S.A. Section 405(6)(C).

**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.



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- (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;

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