



# City Council Meeting and Workshop

## November 18, 2013

### Agenda

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

- A. Repurposing of Ingersoll Arena/Recreation and Special Events Committee – Denis D’Auteuil and Ravi Sharma (45 minutes)
- B. Amendments to TIF districts – Roland Miller (45 minutes)

#### 7:00 P.M. City Council Meeting

##### Pledge of Allegiance

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

##### II. Minutes

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

##### III. Reports

**Mayor’s Report**

**City Councilors’ Reports**

**City Manager Report** – Public Services Update

**Finance Director, Jill Eastman** – October 2013 Monthly Finance Report

##### IV. Communications, Presentations and Recognitions

- 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. Ordinance 14-11042013

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

##### VII. New Business

###### 1. Order 99-11182013

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

# Auburn City Council Meeting & Workshop

November 18, 2013

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## 2. Order 100-11182013

Authorizing the City Manager to execute the collective bargaining agreement with MSEA Local 1989. *Council may enter into Executive Session pursuant to 1 M.R.S.A. Sec. 405(6)(D).*

## VIII. Executive Session

- Poverty Abatement discussion, pursuant to 36 M.R.S.A. Sec. 841(2) with possible action to follow.
- Labor negotiations update (Fire, MAP Patrol, MAP Command) pursuant to 1 M.R.S.A. §405(6)(D).
- Lewiston/Auburn Economic Growth Council (LAEGC) – Executive Session for consultation with City Attorney, pursuant to 1 M.R.S.A. §405(6)E - Workshop to follow.

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

## X. Adjournment

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

- A. Discussion of personnel issues
- B. Discussion or consideration by a school board of suspension or expulsion
- C. Discussion or consideration of the condition, acquisition or the use of real or personal property permanently attached to real property or interests therein or disposition of publicly held property or economic development only if premature disclosures of the information would prejudice the competitive or bargaining position of the body or agency
- D. Labor contracts
- E. Contemplated litigation
- F. Discussions of information contained in records made, maintained or received by a body or agency when access by the general public to those records is prohibited by statute;
- G. Discussion or approval of the content of examinations administered by a body or agency for licensing, permitting or employment purposes; consultation between a body or agency and any entity that provides examination services to that body or agency regarding the content of an examination; and review of examinations with the person examined; and
- H. Consultations between municipal officers and a code enforcement officer representing the municipality pursuant to Title 30-A, section 4452, subsection 1, paragraph in the prosecution of an enforcement matter pending in District Court when the consultation relates to that pending enforcement matter.



## City Council Workshop Information Sheet

City of Auburn

**Council Workshop Date:** November 18, 2013

**Item** A

**Author:** Clint Deschene, City Manager

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:** Repurposing Ingersoll Arena/ Recreation and Special Events Committee

**Information:** Due to the similarity and joint impacts these topics are best discussed together. Two Council Workshop Requests forms are also included for additional context.

Staff is recommending these together because the Recreation Advisory Committee could be a key asset to the repurposing of Ingersoll Arena.

**Financial:** Repurposing of Ingersoll will be likely to have a cost.

**Action Requested at this Meeting:**

Discuss

Recommend approving:

1. New Recreation and Special Events Advisory Committee
2. Assign Ingersoll Arena Repurposing to Recreation Committee for review and recommendations to Council
3. Provide feedback on having Ingersoll evaluated for use and repurposing.

**Previous Meetings and History:** November 4<sup>th</sup>, brief workshop discussion

**Attachments:** Workshop Agenda Request Councilor Walker  
Workshop Agenda Request Councilor Crowley  
Memo from Ravi Sharma 10/24/2013  
Memo from Denis D'Auteuil 11/11/2013  
Memo from Ravi Sharma 11/13/2013 w/ Recreation Advisory Board Design  
Memo from Ravi Sharma 11/13/2013 Advisory Board Progress Report

\*Agenda items are not limited to these categories.



## City Council Workshop Agenda Item Request Form

City of Auburn

Requesting Councilor's Name: Leroy Walker- Councilor Ward 5 updated 08. 25. 13  
Second Councilor Name: Tizz E. H. Crowley I support this request updated 08.31.13

Policy:

Summary of Issue: Need a workshop agenda item on the Ingersoll arena. I contacted the City Manager weeks ago and expected it on the agenda in August.

L. Walker comment: I do not want to mothball the Ingersoll facility. The Council was told we'd have a plan and would celebrate all through the year. Nothing has happened to date. Time is running out.

*From the Comprehensive Plan:* **Ingersoll Arena** was constructed in 1994 by the City of Auburn in partnership with local business, civic organizations, individual contributions, and volunteer labor. It is funded through a City enterprise account and all proceeds are used to run the facility. The arena provides public skating, skating instruction, and hockey each season (early October to mid- March).

L. Walker comment: please note that the comp plan talks about local businesses and organizations helped to build Ingersoll. We should engage these groups in plans for future use. There was an ICE committee or report which outlines the expected operations of Ingersoll as it relates to the facility use and monies. I cannot put my hands on a copy of the report that I read last year. It may be in prior counsel information packets. I believe it was the Council that preceded us when Mike Farrell and Ron Potvin were on the Council.

*Continuing from the Comprehensive Plan:* the comp plan states” **Recreation** • Explore the feasibility of developing a consolidated sports field complex to replace existing marginally useful facilities. “

L. Walker comment: Ingersoll would make an excellent indoor sport facility. Following the comp plan and using in a citizens input group we could come up with a wonderful program that would provide adequate recreation facilities in Auburn per the comp plan goal “ **Goal E.1:** Provide for adequate recreation facilities in Auburn.”

*Continuing from the Comprehensive Plan:* **Objective E.1.1: Ensure that there are adequate municipal recreational facilities to meet the needs of residents throughout Auburn.**

**Strategy E.1.1.a:** Support ongoing funding through the capital improvement program (CIP) to improve existing park and recreation facilities.

**Strategy E.1.1.b:** Assess the viability of developing a consolidated sports field complex to replace marginally useful fields throughout the community. If such a complex is determined to be viable, begin the process of acquiring a location and designing a facility.

**Strategy H.1.2.d:** Encourage neighborhoods to work with the Public Works Department and Parks and Recreation Department to maintain parks, community gardens, trails, and recreational facilities. (See Recreation Policies) The Auburn Comprehensive Plan is committed to protecting and enhancing recreation, open space, and cultural amenities within the community. As part of this work, the Plan encourages the City to collaborate with regional entities to develop an interconnected network of recreational and open space amenities that serve regional residents and visitors.



L. Walker comment: a plan for Ingersoll reuse should use the strategies outlined above from the comp plan. It will be important to keep Ingersoll as an enterprise account where you can go out and solicit advertising sponsorship and business support. It does not need to rely solely on taxpayer dollars.

The Council is always talking about policies; the comp plan clearly identifies a policy regarding recreation that would apply to the repurpose of Ingersoll.

*Continuing from the Comprehensive Plan: Policy Ch1-E.1.1.b* activity Recreation – assess viability of developing a consolidated sports field complex primary responsibility: Recreation Director. Auburn has a strong commitment to provide **recreational amenities**. It has a robust recreation department that includes parks, fields, and indoor facilities. The department has recently undertaken a community wide survey and is committed to addressing the community's recreational needs. Rural recreational opportunities are abundant and a number of nonprofit entities and recreational clubs ensure that residents have access to open spaces throughout the City.

L. Walker comment: the concept of policy outlined above is fine; however a recent change by the Council eliminates the recreation director position. Recreation is currently the direct responsibility of the City Manager. And although I know he is. Busy, we cannot sit for months or recreation and community activities are set aside. A strong commitment to recreation and community must continue. We have not had a robust recreation department which probably recent changes. It will be important we move quickly to engage the community.

*Continuing from the Comprehensive Plan- The Recreation Advisory Board* reviews and sets policy for the Parks & Recreation Department regarding program participation and conduct and establishes facility use rules. The board makes recommendations for the efficient use of facilities and personnel and applies for grants and other funding opportunities to support recreation program development. How can Auburn ensure that its recreation resources meet the needs of a changing population?

L. Walker comment: The city has not engaged the Parks and Recreation Advisory Board regarding reuse of Ingersoll arena. Since April most of the Advisory Board meetings have been canceled and therefore little to no work has been completed. Now that Recreation reports directly to the City Manager, citizen groups need to be called together to get the work done. In most cases the Advisory Board does not take formal votes so getting community members out for discussion and initial meeting of plans would not require a majority of the Parks and Recreation board members to be in attendance.

*Continuing from the Comprehensive Plan-* What measures are needed to provide Auburn residents access to the City's parks, open spaces, and recreational opportunities? Options could include providing additional recreational opportunities in areas where they are lacking, and increasing transportation choices (bus, bike, and sidewalk development) to provide additional means for residents to get to existing opportunities. Cultural and recreational opportunities will be important factors in attracting and keeping both groups in Auburn. The higher-end housing, executive job options and cultural and recreational amenities will help attract professionals. Auburn's population in the coming years will include a variety of age and income groups.

# City Council Workshop Agenda Item Request Form

City of Auburn

Ensuring a balance of services as well as a wide variety of housing, job, and recreational choices is critical. Invest in City infrastructure improvements, as needed, such as sidewalks and recreation facilities.

L. Walker comment: Ingersoll's location here in the heart of the city meets much of the description above. A new indoor sports facility, on public transportation route, as well as accessible by bike or walk would be an excellent repurpose of the Ingersoll facility. Many different economic neighborhoods have access to Ingersoll and Pettengill Park. With Ingersoll hasty's Memorial and Pettengill Park centrally located, Auburn could have a premier location for lifestyle leisure arts culture and recreational activities.

*Continuing from the Comprehensive Plan-* **Objective 2:** Provide community-wide recreational opportunities.  
**Support development and maintenance of community recreational facilities.**

Work with the Parks and Recreation Department to maintain and upgrade existing recreational facilities. Parks Advisory Board to help oversee the ongoing maintenance of community recreational facilities and identify future community recreation projects.

Short term and ongoing actions:

recommended action Maintain and upgrade existing recreation facilities (C.6.2.A.i)

primary responsibility: Parks and Recreation Department

recommended action: Maintain and upgrade existing recreation facilities (C.6.2.A.i)

primary responsibility: Parks and Recreation Department

The major theme that emerged was access providing all Auburn residents with opportunities for various types of recreational activities. Increasing the number of parks and other recreational amenities (such as ice rinks, playgrounds, and teen facilities) was a priority for both the rural and urban neighborhoods.

*The cultural recreation vision – to focus on multi-use community space and the promotion of arts and festivals.* Participants focused on the need for community spaces - areas for music, performances, and community gatherings.

L. Walker comment: we now have parks reporting to Public Works. A work plan and citywide review should be defined. This review process can be done by gathering citizens for input. We do not need to be spending tens of thousands of dollars for another report. Recreation now reports to the City Manager, so the responsibilities outlined above for the department should rest with the city manager until the City Council identifies where recreation, lifestyle, leisure, arts, and culture will ultimately be assigned. Since I believe all of these are tools to successful economic development, my recommendation is that recreation, lifestyle, leisure, arts, culture, and community events be part of the new economic development/community development department.

*Tizz's addition to the form: This is actually a delinquent item- I have been waiting for Ingersoll information. I had planned to go through the minutes of the last year and find how many times we were told we'd get an update and have a celebration for the transition.*

*Tizz's update to new version: I think Council Walker has covered all the points in the comprehensive plan and I have nothing to add regarding policies.*

**City Council**  
**Workshop Agenda Item Request Form**

**City of Auburn**

Recommended Action for Consideration: Staff should review the records and update the council. There should be a plan for the building and an implementation schedule. I do not want the building closed. The public worked hard for this facility and we should not just close it down- but convert it to an indoor athletic center.

I've heard the Ingersoll Operations Manager is now the Dual arena operations person. When was this decision made? Where was the notice we were filling the dual arena operations position? I expected to see a notice and be updated before more staff was hired.

*Tizz's addition to the form: This change impacts the Ingersoll operation and seems to feed the plan to mothball the facility.*

*Tizz's update to new version: it is true that the Ingersoll's operation manager is now the operations manager for the dual sheet ice arena. I asked Josh McDonald about the situation when we did the tour last week. Josh told me the decision on the operation manager personnel had been made prior to his hiring and arrival. He referred me to the City Manager regarding the position and decision. I am disappointed that we did not follow the expected procedure to recruit personnel. I have nothing against the individual selected but believe this was a very competitive position. It was our intention to find the best candidate. We should have at least posted the job description and expected experience from applicants. The decision to remove the operations manager from Ingersoll clearly impacts Ingersoll's operation. Once again if the City Council had received timely and complete updates on Ingersoll arena we would have known that the key position of operation manager had been filled. I do understand day-to-day operations are the authority of the City Manager and personnel matters rest with him. Understanding his decision and selection process would be helpful in order to gain the greatest support by Councilors.*

Existing Policy References (Comp. Plan, etc): review of the Comp Plan should be sufficient. The Parks and Recreation work plan for the last nine months has not included any information on plans for Ingersoll. I would expect a work plan to cover work items but clearly that doesn't happen.

Committees of Jurisdiction (if applicable): the committee structure for recreation which is we're Ingersoll in the dual sheet arena would rest has not yet been the line city Council so until it is defined by the city Council I believe the Council should review and take action.

*In order for a workshop item to be considered for an upcoming Auburn City Council Workshop agenda, please complete the above and present it at any time to the Mayor and City Manager. Our goal is to have items requested on a workshop agenda within 90 days of the date received.*

DO NOT WRITE BELOW THIS LINE

Date Received:

Received By:

(City Manager)

Date Received:

Received By:

(Mayor)

**City Council**  
**Workshop Agenda Item Request Form**

**City of Auburn**

90 Day Date: \_\_\_\_\_

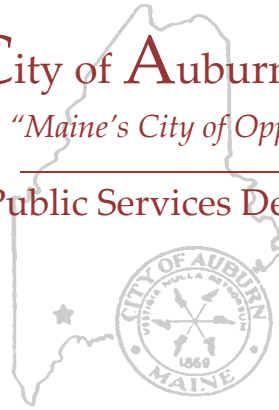
Staff Assigned: \_\_\_\_\_



# City of Auburn, Maine

*"Maine's City of Opportunity"*

## Public Services Department



**TO:** Denis D'Auteuil, Public Services Director  
**FROM:** Ravi Sharma, Recreation Director  
**DATE:** 10/24/13  
**SUBJECT:** Ingersoll Reuse

The following memo is intended to outline the approach for repurposing Ingersoll Arena going forward.

With the completion of the new Norway Savings Bank Arena on the horizon, it is prudent to start discussion about Ingersoll Arena and what the future will hold for this facility. The building itself is approximately 25,000 square feet and has the potential for a variety of reuse purposes. From initial staff review, there are numerous issues with mechanical systems, heating systems, ADA accessibility, bathroom and locker facilities, building egress, life safety and the building envelope. Any version of repurposing the facility must consider these items and correct them as necessary.

The City has already undertaken another process for evaluating recreation assets (Athletic Fields Needs Assessment). Phase II of the assessment will seek to evaluate existing facility conditions and make recommendations in terms of facility reuse, expansion, renovation, relocation, capacity to service parking, traffic circulation, athletic events, etc. The assessment could be modified to include Ingersoll Arena. Since there would be a change in scope of phase II, it would be recommended to re-bid this phase of the assessment. Realistically, the phase II assessment would take place in the spring/summer of 2014.

City staff supports the concept of including Ingersoll Arena in Phase II of the Athletic Fields Needs Assessment. During this phase we would require that a total assessment of Ingersoll Arena be included to clearly define its potential uses in its current condition as well as what investments would need to be made to make it a competitive, safe and useable building for various uses.

With Phase II recommendations in hand, Council will attain a solid insight of all factors considered in assessing the functionality of the facility and also be provided with suggestions for repurposing of Ingersoll that can be used as a guide to the policy making process. Depending upon recommendations and Council's ultimate direction, various areas of recreation could be impacted such as: program size and options, staffing needs, scheduling needs, operating budgets, capital budgets, etc.

As a component of the public services concept, a reorganized and fully appointed recreation and special events advisory board would also review the phase II information with a focus on developing recommendations for future use of the facility.

Additionally, to encourage citizen participation we would also solicit interested citizens to submit letters of interest for what they believe would be the future use of Ingersoll Arena. We would advertise this on the website, media outlets and at various City owned facilities such as City Hall and Hasty Gym during the public comment phase.

# City of Auburn, Maine

*"Maine's City of Opportunity"*

## Public Services Department

**TO:** Clint Deschene, City Manager  
**FROM:** Denis D'Auteuil, Public Services Director  
**DATE:** 11/11/13  
**SUBJECT:** Ingersoll Reuse

On November 7, 2013 Staff met with Cordjia, an architecture and engineering firm, to review the potential options for the future use of Ingersoll Arena. Attached are the results of that meeting and estimates for converting Ingersoll to an Indoor Athletic Facility. Based on the review with Cordjia and existing structures in place, an athletic facility appears to be the best re-use option in terms of capital investment and filling a need in the Auburn community. At this time there are currently no other comparable facilities in our immediate area. Of course, there is a great deal of work that must be accomplished in terms of building a business plan, pro forma, and operational plans before staff can provide a full recommendation. All options must be vetted by staff and then be presented to the City Council.

There are multiple components of this project that must be considered as we move along. If the City Council would like staff to pursue the re-purposing of Ingersoll then staff recommends the below outlined under Next Steps 1 through 5.

### Next Steps:

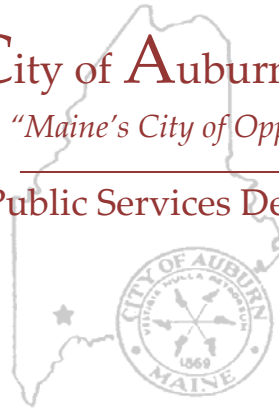
- 1) Perform a feasibility study on the repurposing of Ingersoll to an indoor athletic center. This study will focus on the building, life safety, mechanical systems, and ensure the facility is code compliant based on its new use. Design possibilities and budget numbers will be provided as part of the study.
- 2) The Study can be submitted to the Recreation Advisory Board for review, and utilized as an aid in the decision making process to determine the future direction of the facility.
- 3) Following review by the Recreation Advisory Board, staff would create and advertise a RFEI (Request for Expression of Interest) to allow individuals and businesses the opportunity to propose leasing options or partnership possibilities with organizations like the YMCA, Boys and Girls Club, etc.
- 4) Staff would include Ingersoll in the athletic fields needs assessment phase II, this would identify potential program size and options, etc. This assessment combined with feedback from the public would be valuable in determining potential program needs. Staff has confirmed that Phase I will be completed in March, 2014.
- 5) The Recreation Advisory Board will review the Feasibility Study, The Athletic Fields Needs Assessment Phase II, feedback through a public hearing, and potential partnership opportunities. A recommendation will then be made for the future use and repurposing of Ingersoll.

Please advise if adjustments should be made to the process outlined above.

# City of Auburn, Maine

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## Public Services Department



**TO: Denis D'Auteuil, Public Services Director**  
**FROM: Ravi Sharma, Recreation Director**  
**DATE: 11/13/13**  
**SUBJECT: Recreation & Special Events Advisory Board**

The following memo is intended to outline recommendations for structure, responsibilities and desired skills of Recreation & Special Events Advisory Board Members. It is recommended to appoint a Board consisting of at least 5 members with 2 alternates.

### **Recreation & Special Events Advisory Board**

1. As an advisory body of the City Council on recreation resources within the City, the Recreation & Special Events Advisory board holds a public monthly meeting to review matters pertaining to the planning, development and improvement of recreation facilities and resources.
2. Recommendations are made based on the City's Comprehensive Plan, public and private master plans, facts and analysis provided by City staff, testimony provided by the public and the Recreation Division's recommendations.
3. Prior to the monthly meeting, generally held the second Wednesday of each month at 6:30PM at the Hasty Community Center, additional time is needed to review all documents and written material prepared for each agenda item and to visit sites in the field when appropriate.
4. The Board may periodically meet with the Planning Board and City Council.
5. The Board may also attend special work sessions, budget hearings and other recreation related presentations and/or field trips.

### **Duties of the Board**

1. The review of existing recreation programs and special events supported by the City and the planning of revised, supplementary or new programs to meet the present and future needs of the City.
2. Coordination with volunteer and charitable organizations and those of other governmental units that provide recreation programming or special events within the City.
3. Developing recommendations for more efficient use of present facilities and personnel.
4. Improving communication regarding recreational needs.
5. Investigation of financial assistance and the development of recommendations regarding participation.



## **City of Auburn Recreation & Special Events Advisory Board Member**

**Position Title: Advisory Board Member**

**Selection: Appointments made by City Council and/or Mayor**

**Term: 2 Years from date of appointment**

**Accountable to: Auburn City Council**

### **Function**

To advise the Recreation Director and the City Council on the planning and development of a comprehensive system of recreation services for the benefit of the citizens of the City of Auburn and visitors. To serve as a liaison between the Recreation Director, the City Council and the citizens of Auburn.

### **Responsibilities**

1. To attend meetings regularly or notify the Chairman or Recreation Director in advance of absence. (Two consecutive meetings missed which are unexcused may result in loss of appointment.)
2. To adequately review information and prepare for all meetings.
3. Commit to teamwork among the Advisory Board, the Recreation Division and the City Council.
4. To consult and offer advice to the City Council on potential problem areas or concerns for recreation and special events activity within the area which of representation.
5. To suggest policies to the Recreation Director and the City Council.
6. To consult the Recreation Director and City Council in matters affecting recreation policies, programs, personnel, finances, and the acquisition and disposal of properties relating to the total community recreation and its long range projected program for recreation.
7. To participate in a minimum of two (2) special events/programs each calendar year to learn how events are run, what tasks staff members perform during events, to greet the public and to provide support wherever needed. Dates/times will be provided in advance and event attendance is based on Advisory Board Member availability.

### **Time Commitment**

Advisory Board meetings are generally held on the second Wednesday of each month at 6:30PM at the Hasty Community Center. Meetings normally take 1-1/2 – 2 hours. Various special committee meetings may be held throughout the year.

### **Qualifications**

Potential Board Members should have general interest in development of recreation resources and facilities of the community – though no technical expertise is necessary. Members should also have the ability to take a broad view of the needs of the community as a whole. Above all, potential members need to possess time, a flexible schedule and willingness to be an engaged and active member.

### **Desired Skill Sets/Backgrounds**

1. Recreation Professionals
2. Facilitators of local special events
3. Engineers
4. Attorneys

5. Athletic Directors
6. Fundraising/Grant Writers
7. Economic Development Professionals
8. Local Business Owners
9. Law Enforcement Officials
10. Land Use/Planning Professionals

# City of Auburn, Maine

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## Public Services Department



**TO: Denis D'Auteuil, Public Services Director**  
**FROM: Ravi Sharma, Recreation Director**  
**DATE: 11/13/13**  
**SUBJECT: Recreation & Special Events Advisory Board Project Report**

As part of the overall Public Services restructuring concept, the Recreation Advisory Board was tasked with coordinating data of recreation programming/special events to include organizations which provide recreation with the community. A meeting facilitator was designated to assist in the group process. Several meetings were held with Advisory Board Members and members of other community organizations to determine the scope of the project which included:

1. Organized recreation activities
2. Special events
3. Data needs

The larger group broke into smaller subgroups organized by season and developed information on known programming within their respective season. The group considered organized recreational activities and special events which require some form of City support. The Advisory Board and community provider group compiled a considerable amount of information on recreation and special events which is presented in the attached spreadsheets. This information is listed on the Recreation and Special Events spreadsheet which includes the following data:

1. Season
2. Program
3. Host Organization
4. Contact person
5. Phone number
6. Email Address

In addition, Advisory Board Members and stakeholders then further organized the program information into more detailed demographic data which is contained in the Program Survey spreadsheet. This document includes the following:

1. Organization
2. Organization Staffing (FT, PT, Seasonal)
3. Season

4. Program
5. Fee (Resident & Non-Resident)
6. Age/Grade Group
7. Total Participation Rates
8. Male Participation Rates
9. Female Participation Rates
10. Number of Volunteers
11. Other Category

While the Program Survey document is unfinished at this time, more data continues to be submitted and the document is a work in progress. The group has been very supportive and has done excellent work assembling their respective information and assisting with the compilation of this data. In the true spirit of collaboration, the group came together and allocated time and resources to this project. We are extending our sincere appreciation and thanks to all those involved for the assistance with this project.

SEASON	PROGRAM	HOST ORGANIZATION	CONTACT PERSON	PHONE	EXT.	EMAIL
<b>SPRING</b>	Indoor Baseball/Softball	YMCA	Chris Shea	784-4095		<a href="mailto:cshea@alymca.org">cshea@alymca.org</a>
	Recess Warriors	Auburn Rec Department	Ravi/Jeremy	333-6601	2102/2100	<a href="mailto:rsharma@auburnmaine.gov">rsharma@auburnmaine.gov</a>
	Softball Pitching 101	Auburn Rec Department	Jeremy Gatcomb	333-6601	2100	<a href="mailto:jgatcomb@auburnmaine.gov">jgatcomb@auburnmaine.gov</a>
Special Event?	Spring Cancer Run					
	Tee Ball	Auburn Rec Department	Ravi/Jeremy	333-6601	2102	<a href="mailto:rsharma@auburnmaine.gov">rsharma@auburnmaine.gov</a>
	Pick-Up Basketball	Auburn Rec Department	Jeremy Gatcomb	333-6601	2100	<a href="mailto:jgatcomb@auburnmaine.gov">jgatcomb@auburnmaine.gov</a>
	Pick-Up Basketball	ELHS	Dan Deshaies	333-6601	2735	<a href="mailto:ddeshaies@auburnschl.edu">ddeshaies@auburnschl.edu</a>
	Spring Soccer	Auburn Rec Department	Jeremy Gatcomb	333-6601	2100	<a href="mailto:jgatcomb@auburnmaine.gov">jgatcomb@auburnmaine.gov</a>
	L-A Seniors Hockey	Arena	Josh MacDonald	333-6601	1137	<a href="mailto:jmacdonald@auburnmaine.gov">jmacdonald@auburnmaine.gov</a>
	Youth Lacrosse	Auburn Rec Department	Ravi/Jeremy	333-6601	2102/2100	<a href="mailto:jcrocker@auburnmaine.gov">jcrocker@auburnmaine.gov</a>
	Youth Fishing Derby	Auburn Rec Department	Jeremy Gatcomb	333-6601	2100	<a href="mailto:jgatcomb@auburnmaine.gov">jgatcomb@auburnmaine.gov</a>
	Running Club - Road Running	Auburn Rec Department	Ravi/Jeremy	333-6601	2102/2100	<a href="mailto:rsharma@auburnmaine.gov">rsharma@auburnmaine.gov</a>
	Skating Instruction	Auburn Rec Department	Jan Biron	333-6601	2108	<a href="mailto:jbiron@auburnmaine.gov">jbiron@auburnmaine.gov</a>
	Adult Men's Softball	Auburn Rec Department	Jeremy Gatcomb	333-6601	2100	<a href="mailto:jgatcomb@auburnmaine.gov">jgatcomb@auburnmaine.gov</a>
	Adult Co-Ed Softball	Auburn Rec Department	Jeremy Gatcomb	333-6601	2100	<a href="mailto:jgatcomb@auburnmaine.gov">jgatcomb@auburnmaine.gov</a>
	April Vacation Soccer Camp	Auburn Rec Department	Jeremy Gatcomb	333-6601	2100	<a href="mailto:jgatcomb@auburnmaine.gov">jgatcomb@auburnmaine.gov</a>
	Maine Cycling Club/Youth Cycling	Maine Youth Cycling Club	Terri Wenzel			<a href="https://facebook.com/MaineYouthCyclingclub">facebook.com/MaineYouthCyclingclub</a>
	Power Play Hockey Clinic	Arena	Denis Berube	689-5518		<a href="mailto:dnberube@roadrunner.com">dnberube@roadrunner.com</a>
	Rousseau's Hockey Clinic	Arena	Josh MacDonald	333-6601	1137	<a href="mailto:jmacdonald@auburnmaine.gov">jmacdonald@auburnmaine.gov</a>
	Baseball & Softball	Auburn Suburban Little League	Brendan Fontaine	272-9949	312-3850	<a href="mailto:brendanfontaine@gmail.com">brendanfontaine@gmail.com</a>
	Swimming Lessons	YMCA	Chris Shea	795-4095		<a href="mailto:cshea@alymca.org">cshea@alymca.org</a>
	Shinny Hockey	Arena	Josh MacDonald	333-6601	1137	<a href="mailto:jmacdonald@auburnmaine.gov">jmacdonald@auburnmaine.gov</a>
	Public Skating	Arena	Josh MacDonald	333-6601	1137	<a href="mailto:jmacdonald@auburnmaine.gov">jmacdonald@auburnmaine.gov</a>
	Baseball & Tee-Ball	New Auburn Little League	Dori-Anne Tarr	926-4530		<a href="mailto:DTARR@llbean.com">DTARR@llbean.com</a>
	Single Track Biking Trails	LACC	Gregory Jancaitis			<a href="mailto:gjancaitis@gmail.com">gjancaitis@gmail.com</a>
	Equestrian Trail Rides	LACC	Tina Nichols			<a href="mailto:matrix606@roadrunner.com">matrix606@roadrunner.com</a>
	Teen Basketball	Boys & Girls Club	Andie Hannon	782-2446		<a href="mailto:ahannon@bgcmaine.org">ahannon@bgcmaine.org</a>
	Weekly Football Clinics	Boys & Girls Club	Andie Hannon	782-2446		<a href="mailto:ahannon@bgcmaine.org">ahannon@bgcmaine.org</a>
	Pool Sharks - Pool Tournament	Boys & Girls Club	Andie Hannon	782-2446		<a href="mailto:ahannon@bgcmaine.org">ahannon@bgcmaine.org</a>
	Hiking	Boys & Girls Club	Andie Hannon	782-2446		<a href="mailto:ahannon@bgcmaine.org">ahannon@bgcmaine.org</a>
	Bowling	Boys & Girls Club	Andie Hannon	782-2446		<a href="mailto:ahannon@bgcmaine.org">ahannon@bgcmaine.org</a>
	Senior Citizens	Auburn Rec Department	Jeremy Gatcomb	333-6601	2100	<a href="mailto:jgatcomb@auburnmaine.gov">jgatcomb@auburnmaine.gov</a>
<b>SUMMER</b>	Swimming Lessons	YMCA	Chris Shea	795-4095		<a href="mailto:cshea@alymca.org">cshea@alymca.org</a>
	Day Camps	Auburn Rec Department	Jeremy Gatcomb	333-6601	2100	<a href="mailto:jgatcomb@auburnmaine.gov">jgatcomb@auburnmaine.gov</a>
	Day Camps	YMCA - Camp Connor	Chris Shea	795-0556		<a href="mailto:cshea@alymca.org">cshea@alymca.org</a>
	Day Camps	Boys & Girls Club	Andie Hannon	782-2446		<a href="mailto:ahannon@bgcmaine.org">ahannon@bgcmaine.org</a>
	Hiking Program - Weekly	Boys & Girls Club	Andie Hannon	782-2446		<a href="mailto:ahannon@bgcmaine.org">ahannon@bgcmaine.org</a>
	Bowling - Weekly	Boys & Girls Club	Andie Hannon	782-2446		<a href="mailto:ahannon@bgcmaine.org">ahannon@bgcmaine.org</a>
	Single Track Biking Trails	LACC	Gregory Jancaitis			<a href="mailto:gjancaitis@gmail.com">gjancaitis@gmail.com</a>
	Wednesdays-in-the-Park	Auburn Rec Department	Joe Crocker	333-6601	2101	<a href="mailto:jcrocker@auburnmaine.gov">jcrocker@auburnmaine.gov</a>
	Youth Football Camp	Auburn Rec Department	Joe Crocker	333-6601	2101	<a href="mailto:jcrocker@auburnmaine.gov">jcrocker@auburnmaine.gov</a>
	Sports/Academic Camps	St. Dom's Regional High School	Eugene Keene	795-8932		<a href="mailto:eugene.keene@portlanddiocese.org">eugene.keene@portlanddiocese.org</a>
	Auburn Community Concert Band	Auburn Community Concert Band	Milt Simon	782-3917		<a href="mailto:auburncommunityband@gmail.com">auburncommunityband@gmail.com</a>
	Softball/Baseball	Auburn Suburban Little League	Jeff Benson	592-5500		<a href="mailto:jbenson@sad17.k12.me.us">jbenson@sad17.k12.me.us</a>
	Baseball & Tee-Ball	New Auburn Little League	Dori-Anne Tarr	926-4530		<a href="mailto:DTARR@llbean.com">DTARR@llbean.com</a>
	Baseball	American Legion	Larry Gordon	576-7256		<a href="mailto:lgordon@auburnschl.edu">lgordon@auburnschl.edu</a>
	Baseball	Twilight League				
	Baseball	Over 30	Sean Cheetham	240-1213		<a href="mailto:zolgan2k@roadrunner.com">zolgan2k@roadrunner.com</a>

	Golf Lessons	Auburn Rec Department	Ravi/Jeremy	333-6601	2102/2100	<a href="mailto:rsharma@auburnmaine.gov">rsharma@auburnmaine.gov</a>
	Disc Golf	LACC	Ron Potvin			<a href="mailto:ronpotvin2@aol.com">ronpotvin2@aol.com</a>
	ASA Youth Softball	Auburn Suburban Little League	Brendan Fontaine	272-9949	312-3850	<a href="mailto:brendanfontaine@gmail.com">brendanfontaine@gmail.com</a>
	Track & Field	Auburn Rec Department	Ravi/Jeremy	333-6601	2102/2100	<a href="mailto:rsharma@auburnmaine.gov">rsharma@auburnmaine.gov</a>
	Maine Premier Soccer Camp	Auburn Rec Department	Jeremy Gatcomb	333-6601	2100	<a href="mailto:jgatcomb@auburnmaine.gov">jgatcomb@auburnmaine.gov</a>
	Summer Baseball	ELHS	Dan Deshaies	333-6601	2735	<a href="mailto:ddeshaies@auburnschl.edu">ddeshaies@auburnschl.edu</a>
	Summer Hockey	Arena	Josh Macdonald	333-6601	1137	<a href="mailto:jmacdonald@auburnmaine.gov">jmacdonald@auburnmaine.gov</a>
	Beach Sand Volleyball	Lake Auburn Community Center	Margo Linton			<a href="mailto:anotherdanbilodeau@gmail.com">anotherdanbilodeau@gmail.com</a>
	Tennis	Auburn Rec Department	Jeremy Gatcomb	333-6601	2100	<a href="mailto:jgatcomb@auburnmaine.gov">jgatcomb@auburnmaine.gov</a>
	Youth Football	Auburn Rec Department	Ravi/Jeremy	333-6601	2102/2100	<a href="mailto:rsharma@auburnmaine.gov">rsharma@auburnmaine.gov</a>
	Summer Soccer	Lewiston/Auburn Youth Soccer Assoc.	David Staszak	786-4364	713-2584	<a href="mailto:microdir@gwi.net">microdir@gwi.net</a>
	Shinny Hockey	Arena	Josh Macdonald	333-6601	1137	<a href="mailto:jmacdonald@auburnmaine.gov">jmacdonald@auburnmaine.gov</a>
	Public Skating	Arena	Josh Macdonald	333-6601	1137	<a href="mailto:jmacdonald@auburnmaine.gov">jmacdonald@auburnmaine.gov</a>
	Equestrian Trail Rides	LACC	Tina Nichols			<a href="mailto:matrix606@roadrunner.com">matrix606@roadrunner.com</a>
	Teen Basketball	Boys & Girls Club	Andie Hannon	782-2446		<a href="mailto:ahannon@bgcmaine.org">ahannon@bgcmaine.org</a>
	Senior Citizens	Auburn Rec Department	Jeremy Gatcomb	333-6601	2100	<a href="mailto:jgatcomb@auburnmaine.gov">jgatcomb@auburnmaine.gov</a>
<b>FALL</b>	Tackle & Flag Football	Auburn Rec Department	Ravi Sharma	333-6601	2102	<a href="mailto:rsharma@auburnmaine.gov">rsharma@auburnmaine.gov</a>
	Youth Basketball	Auburn Rec Department	Ravi/Jeremy	333-6601	2102/2100	<a href="mailto:rsharma@auburnmaine.gov">rsharma@auburnmaine.gov</a>
	Youth Basketball	YMCA	Chris Shea	795-0556		<a href="mailto:info@alymca.org">info@alymca.org</a>
	Youth Basketball	Boys & Girls Club	Andie Hannon	782-2446		<a href="mailto:ahannon@bgcmaine.org">ahannon@bgcmaine.org</a>
	Soccer	LAYSA	David Staszak	786-4364	713-2584	<a href="mailto:microdir@gwi.net">microdir@gwi.net</a>
	Soccer	Auburn Rec Department	Jeremy Gatcomb	333-6601	2101	<a href="mailto:jgatcomb@auburnmaine.gov">jgatcomb@auburnmaine.gov</a>
	Baseball	Auburn Suburban Little League	Brendan Fontaine	272-9949	312-3850	<a href="mailto:brendanfontaine@gmail.com">brendanfontaine@gmail.com</a>
	Hockey	Twin City Titans/Gladiators	Denis Berube	689-5518		<a href="mailto:dnberube@roadrunner.com">dnberube@roadrunner.com</a>
	Pillo Hockey	Auburn Rec Department	Ravi/Jeremy	333-6601	2102/2100	<a href="mailto:rsharma@auburnmaine.gov">rsharma@auburnmaine.gov</a>
	Figure Skating Instruction	Auburn Rec Department	Jan Biron	333-6601	2108	<a href="mailto:jbiron@auburnmaine.gov">jbiron@auburnmaine.gov</a>
	Pee Wee Soccer	Auburn Rec Department	Jeremy Gatcomb	333-6601	2100	<a href="mailto:jgatcomb@auburnmaine.gov">jgatcomb@auburnmaine.gov</a>
	Cross-Country/Trail Running	LACC	Dan Campbell			<a href="mailto:swimrun1@gmail.com">swimrun1@gmail.com</a>
	Swimming Lessons	YMCA	Chris Shea	795-0556		<a href="mailto:info@alymca.org">info@alymca.org</a>
	Field Hockey	ELHS	Dan Deshaies	333-6601	2735	<a href="mailto:ddeshaies@auburnschl.edu">ddeshaies@auburnschl.edu</a>
	Before & After Child Care	Fairview School				
	Shinny Hockey	Arena	Josh Macdonald	333-6601	1137	<a href="mailto:jmacdonald@auburnmaine.gov">jmacdonald@auburnmaine.gov</a>
	Public Skating	Arena	Josh Macdonald	333-6601	1137	<a href="mailto:jmacdonald@auburnmaine.gov">jmacdonald@auburnmaine.gov</a>
<b>WINTER</b>	Single Track Biking Trails	LACC	Gregory Jancaitis			<a href="mailto:gjancaitis@gmail.com">gjancaitis@gmail.com</a>
	Equestrian Trail Rides	LACC	Tina Nichols			<a href="mailto:matrix606@roadrunner.com">matrix606@roadrunner.com</a>
	Teen Basketball	Boys & Girls Club	Andie Hannon	782-2446		<a href="mailto:ahannon@bgcmaine.org">ahannon@bgcmaine.org</a>
	Teen Dart League	Boys & Girls Club	Andie Hannon	782-2446		<a href="mailto:ahannon@bgcmaine.org">ahannon@bgcmaine.org</a>
	Senior Citizens	Auburn Rec Department	Jeremy Gatcomb	333-6601	2100	<a href="mailto:jgatcomb@auburnmaine.gov">jgatcomb@auburnmaine.gov</a>
	Hiking	Boys & Girls Club	Andie Hannon	782-2446		<a href="mailto:ahannon@bgcmaine.org">ahannon@bgcmaine.org</a>
	Hockey	Twin City Titans/Gladiators	Denis Berube	689-5518		<a href="mailto:dnberube@roadrunner.com">dnberube@roadrunner.com</a>
	Hockey	AMS	Denis Berube	689-5518		<a href="mailto:dnberube@roadrunner.com">dnberube@roadrunner.com</a>
	Hockey	ELHS	Dan Deshaies	333-6601	2735	<a href="mailto:ddeshaies@auburnschl.edu">ddeshaies@auburnschl.edu</a>
	Hockey	L-A Seniors	Roger Binette			<a href="mailto:laseniorhockeyleague@yahoo.com">laseniorhockeyleague@yahoo.com</a>
	Figure Skating Instruction	Auburn Rec Department	Jan Biron	333-6601	2108	<a href="mailto:jbiron@auburnmaine.gov">jbiron@auburnmaine.gov</a>
	Shinny Hockey	Arena	Josh Macdonald	333-6601	1137	<a href="mailto:jmacdonald@auburnmaine.gov">jmacdonald@auburnmaine.gov</a>
	Public Skating	Arena	Josh Macdonald	333-6601	1137	<a href="mailto:jmacdonald@auburnmaine.gov">jmacdonald@auburnmaine.gov</a>
	Outdoor Rinks	Walton School	Auburn Rec Department	333-6601	2108	<a href="mailto:jbiron@auburnmaine.gov">jbiron@auburnmaine.gov</a>
	Outdoor Rinks	Chestnut Street Field	Auburn Rec Department	333-6601	2108	<a href="mailto:jbiron@auburnmaine.gov">jbiron@auburnmaine.gov</a>

	Outdoor Rinks	Lake Auburn Community Center	Scott Rodrigue			<a href="mailto:ScottRodrigueUSArmy@yahoo.com">ScottRodrigueUSArmy@yahoo.com</a>
	Adult Basketball	Auburn Rec Department	Jeremy Gatcomb	333-6601	2100	<a href="mailto:jgatcomb@auburnmaine.gov">jgatcomb@auburnmaine.gov</a>
	Adult Basketball	YMCA	Chris Shea	795-0556		<a href="mailto:info@alymca.org">info@alymca.org</a>
	Snowmobiling	Perkins Ridge Snow Travelers (PRST)	Larry Cogle			
	Snowmobiling	Andy Valley Sno Gypsies (AVSG)	Fred Taylor/Greg Whitney			<a href="mailto:gwhitney@avcog.org">gwhitney@avcog.org</a>
	Snowmobiling	ASG	Denis Dubois			<a href="mailto:luvsled@yahoo.com">luvsled@yahoo.com</a>
	Skiing - Alpine	Lost Valley		784-1561		
	Nordic	LACC	Jim Wilkins			<a href="mailto:jim.wilkins207@gmail.com">jim.wilkins207@gmail.com</a>
	Nordic	ELHS and AMS Ski Teams	Dan Deshaies	333-6601	2735	<a href="mailto:ddeshaies@auburnschl.edu">ddeshaies@auburnschl.edu</a>
	Nordic	YMCA	Chris Shea	795-4095		<a href="mailto:cshea@alymca.org">cshea@alymca.org</a>
	Bill Koch Ski Program	Bill Koch	Whitney & Bruce Condit	782-8882		<a href="https://www.facebook.com/LABillKochSkiClub">https://www.facebook.com/LABillKochSkiClub</a>
	Ice Fishing					
	Snowshoeing	LACC	Scott Bussiere			<a href="mailto:bandbcatering@roadrunner.com">bandbcatering@roadrunner.com</a>
	Mall Walking	Auburn Mall		786-2976		
	Rec Open Gym (Adults)	Auburn Rec Department	Jeremy Gatcomb	333-6601	2100	<a href="mailto:jgatcomb@auburnmaine.gov">jgatcomb@auburnmaine.gov</a>
	Rec Open Gym (Youth)	Auburn Rec Department	Jeremy Gatcomb	333-6601	2100	<a href="mailto:jgatcomb@auburnmaine.gov">jgatcomb@auburnmaine.gov</a>
	Teen Basketball	Boys & Girls Club	Andie Hannon	782-2446		<a href="mailto:ahannon@bgcmaine.org">ahannon@bgcmaine.org</a>
	Weekly Football Clinics	Boys & Girls Club	Andie Hannon	782-2446		<a href="mailto:ahannon@bgcmaine.org">ahannon@bgcmaine.org</a>
	Teen Dart League	Boys & Girls Club	Andie Hannon	782-2446		<a href="mailto:ahannon@bgcmaine.org">ahannon@bgcmaine.org</a>
	Snowshoeing	Boys & Girls Club	Andie Hannon	782-2446		<a href="mailto:ahannon@bgcmaine.org">ahannon@bgcmaine.org</a>
	Senior Citizens	Auburn Rec Department	Jeremy Gatcomb	333-6601	2100	<a href="mailto:jgatcomb@auburnmaine.gov">jgatcomb@auburnmaine.gov</a>
	Indoor Soccer	Auburn Rec Department	Jeremy Gatcomb	333-6601	2100	<a href="mailto:jgatcomb@auburnmaine.gov">jgatcomb@auburnmaine.gov</a>
<b>SPECIAL EVENTS</b>	Winter Festival	Auburn Rec Department	Ravi Sharma	333-6601	2102	<a href="mailto:rsharma@auburnmaine.gov">rsharma@auburnmaine.gov</a>
	Spring Celebration	Auburn Rec Department	Jeremy Gatcomb	333-6601	2100	<a href="mailto:jgatcomb@auburnmaine.gov">jgatcomb@auburnmaine.gov</a>
	Bike Rodeo	PAL	Tom Poulin	576-0718		<a href="mailto:tpoulin@auburnmaine.gov">tpoulin@auburnmaine.gov</a>
	Bands on the Run	Museum L-A	Mike LeCompte	777-3724		<a href="mailto:info@museumla.org">info@museumla.org</a>
	Triple Crown (3)	YMCA	Chris Shea	795-4095		<a href="mailto:cshea@alymca.org">cshea@alymca.org</a>
	Bike Races (Multiple)	Maine Youth Cycling Club	Terri Wenzel			
	Hospice House 5K	Androscoggin Home Care & Hospice		777-7740		<a href="mailto:DevelopmentOffice@ahch.org">DevelopmentOffice@ahch.org</a>
	Bob Boucher 5K	St. Dom's	Laurie Servidio	782-6911	2109	
	Dash for Dogs 5k (previously Paws for Cause)	Back 40 Timing	Eric Cobb			<a href="mailto:back40timing@gmail.com">back40timing@gmail.com</a>
	Dinny Sullivan Hats Off Celebration	New Auburn	Tizz Crowley	783-1468		<a href="mailto:tcrowley@auburnmaine.gov">tcrowley@auburnmaine.gov</a>
	Memorial Day		Tizz Crowley			
	Special Olympics Torch Run	Special Olympics Maine	Mark Capano	879-0489	13	<a href="mailto:MarkC@somaine.org">MarkC@somaine.org</a>
	Veteran's Day Celebration					
	Source to the Sea	Androscoggin River Watershed Council	Jonathan Labonte	754-8158		<a href="mailto:trek@androscogginwatershed.org">trek@androscogginwatershed.org</a>
	Liberty Festival	Liberty Festival Committee	Cathy McDonald	212-8227		<a href="mailto:liberty.festival@aol.com">liberty.festival@aol.com</a>
	Lake Auburn Half Marathon	Central Maine Conditioning Clinic	Bob Brainerd	7830018		<a href="mailto:Bbrainerd@cmcc1.com">Bbrainerd@cmcc1.com</a>
	Heart Walk	American Heart Association				
	Dempsey Challenge		Aimee Arsenault	330-7719		<a href="mailto:arsenaai@cmhc.org">arsenaai@cmhc.org</a>
	Fright Fest	Auburn Rec Department	Jeremy Gatcomb	333-6601	2100	<a href="mailto:jgatcomb@auburnmaine.gov">jgatcomb@auburnmaine.gov</a>
	Hello-Ween	New Auburn Businesses	Tizz Crowley	783-1468		<a href="mailto:tcrowley@auburnmaine.gov">tcrowley@auburnmaine.gov</a>
	Night of the Running Dead 5k (previously Zomb	Back 40 Timing	Eric Cobb			<a href="mailto:back40timing@gmail.com">back40timing@gmail.com</a>
	Holiday Celebration/Festival of Lights	Auburn Rec Department	Jeremy Gatcomb	333-6601	2100	<a href="mailto:jgatcomb@auburnmaine.gov">jgatcomb@auburnmaine.gov</a>
	Emily Fletcher Memorial Run		Dan Campbell	713-3939		
	Pond Hockey	L/A Titans	Denis Berube	689-5518		<a href="mailto:dnberube@roadrunner.com">dnberube@roadrunner.com</a>
	Great Falls Balloon Festival		Mell Hamlyn	240-5931		<a href="mailto:hamlyn3@aol.com">hamlyn3@aol.com</a>

RECREATION PROGRAM SURVEY													
ORGANIZATION STAFFING				FEE				GENDER - M/F					
ORGANIZATION	FT	PT	SEASONAL	SEASON	PROGRAM	RESIDENT	NON-RESIDENT	AGE/GRADE GROUP	PARTICIPATION #s	MALE	FEMALE	# OF VOLUNTEERS	OTHER
Auburn Rec Dept	4	4		Fall	7-8th Grade Football	130.00		7-8th grade	42	42	0	2	
Auburn Rec Dept	4			Fall	3-4th Grade Football	85.00		3-4th grade	39	30	0	2	
Auburn Rec Dept	4			Fall	5-6th Grade Football	85.00		5-6th grade	60	58	2	6	
Auburn Rec Dept	4			Fall	Flag Football	40.00	50.00	1-2 grade	29	28	1	8	
Auburn Rec Dept	4	2		Fall	Skating Instruction I	100.00	110.00	4+	25	3	22	0	
Auburn Rec Dept	4			Fall	Pee Wee Soccer	35.00	45.00	4-7	69	46	23	0	
Auburn Rec Dept	4	1		Winter	Youth Basketball	40.00	50.00	Prek & K	26	19	7	2	
Auburn Rec Dept	4	1		Winter	Youth Basketball	40.00	50.00	1-2nd grade	43	33	10	4	
Auburn Rec Dept	4	1		Winter	Youth Basketball	40.00	50.00	3-4th grade	54	45	9	5	
Auburn Rec Dept	4	1		Winter	Youth Basketball	40.00	50.00	5-6th grade	52	44	8	5	
Auburn Rec Dept	4	1		Winter	Youth Basketball	40.00	50.00	7-8th grade	46	37	8	5	
Auburn Rec Dept	4	1		Winter	Youth Basketball	40.00	50.00	9-12th grade	39	37	2	4	
Auburn Rec Dept	4	1		Winter	Youth Basketball Camp	25.00	35.00	1-6th grade	14	11	3	0	
Auburn Rec Dept	4	1		Winter	Men's Adult Basketball	775 A League, 725 B League		20+	21 Teams, 210 Players	210	0	0	
Auburn Rec Dept	4	1		Winter	Women's Adult Basketball	725.00 Per Team		18+	6 Teams, 60 Players		60	0	
Auburn Rec Dept	4			Winter	Indoor Soccer	35.00	45.00	4-7	49	29	20	0	
Auburn Rec Dept	4	2		Winter	Skating Instruction II	60.00	70.00	4+	49	13	36	0	
Auburn Rec Dept	4			Spring	Recess Warriors	25.00	35.00	4-7	29	20	9	0	
Auburn Rec Dept	4	1		Spring	Softball Pitching 101	30.00		7-12	25	0	25	0	
Auburn Rec Dept	4			Spring	Tee-Ball	35.00	45.00	5-7	56	35	21	5	
Auburn Rec Dept	4			Spring	Spring Soccer	35.00	45.00	3-12	144	90	54	0	
Auburn Rec Dept	4			Spring	Youth Lacrosse	30.00	40.00	1-2nd grade	20	15	5	2	
Auburn Rec Dept	4			Spring	Youth Lacrosse	55.00	65.00	3-4th grade	25	23	2	2	
Auburn Rec Dept	4			Spring	Youth Lacrosse	65.00	75.00	5-6th grade	42	41	1	2	
Auburn Rec Dept	4			Spring	Youth Lacrosse	75.00	85.00	7-8th grade	40	40	0	2	
Auburn Rec Dept	4			Spring	Spring Running Club	25.00	35.00	8-14	18	7	11	0	
Auburn Rec Dept	4	2		Spring	Skating Instruction III	60.00	70.00	4+	36	9	27	0	
Auburn Rec Dept	4			Spring	Men's Softball	800 Per Team		18+	32 Teams, 448 Players	448	0	0	
Auburn Rec Dept	4			Spring	Co-Ed Softball	560 Per Team		18+	23 Teams, 322 Players	207	115	0	
Auburn Rec Dept	4		29	Summer	Summer Day Camp	500.00	700.00	K-8th grade	246	145	101	0	
Auburn Rec Dept	4	3		Summer	Youth Track & Field	60.00	70.00	6-14	133	42	91	6	
Auburn Rec Dept	4			Summer	Youth Football Camp	15.00	25.00	1-8th grade	31	31	0	5	
Auburn Rec Dept	4			Summer	Golf Lessons	60.00	70.00	8-16	11	9	2	0	
Auburn Rec Dept	4			Winter	Winter Festival	FREE		ALL	1000+		?	15+	Special Event
Auburn Rec Dept	4			Winter	Holiday Celebration	FREE		ALL	1000+		?	10+	Special Event
Auburn Rec Dept	4			Spring	Spring Celebration	FREE		10 & Under	300+		?	10	Special Event
Auburn Rec Dept	4			Summer	Box Car Drive-In Movie	FREE		ALL	20+		?	0	Special Event
Auburn Rec Dept	4			Summer	Wednesdays in the Park	FREE		ALL	1000+		?	0	Special Event
Auburn Rec Dept	4			Fall	Fright Fest	FREE		PreK-4th	200+		?	10	Special Event
Auburn Rec Dept	2			All	First Auburn Senior Citizens			60+	100	UNK	UNK	20	
Auburn Rec Dept	2			All	New Auburn Senior Citizens			60+	350	UNK	UNK	25	
TOTALS	160	23	29									132	
Boys & Girls Club	2	6		Fall	Teen Basketball - open	0.00	0.00	7th - 9th	25/wk	20	10	0	
Boys & Girls Club					Teen Basketball - open	0.00	0.00	10th - 12th	25/wk	23	2	0	
Boys & Girls Club					Teen Dart League	0.00	0.00	7th - 12th	20/wk	varies	varies	0	
Boys & Girls Club					Hiking	0.00	0.00	all ages	11/mo	varies	varies	0	
Boys & Girls Club					Michael Phelps Swimming	0.00	0.00	2nd - 6th	10/wk	varies	varies	0	
Boys & Girls Club	2	6		Winter	Aub. Rec Basketball - club team	0.00	0.00	5th - 6th	10/wk			0	
Boys & Girls Club					Auburn Rec Bsketball - club team	0.00	0.00	7th - 8th	10/wk			0	
Boys & Girls Club					BGCSM League - HS team	0.00	0.00	10th - 12th	11/wk	boys		0	
Boys & Girls Club					Teen Dart League	0.00	0.00	7th - 12th	20/wk	varies		0	



Boys & Girls Club					X-Country Skiing - with YMCA	0.00	0.00	5th - 6th	11/wk	varies		0	
Boys & Girls Club					Hiking	0.00	0.00	all ages	11/mo	varies		0	
Boys & Girls Club	2	6		Spring	Teen Basketball - open	0.00	0.00	7th - 9th	25/wk	20	10	0	
Boys & Girls Club					Teen Basketball - open	0.00	0.00	10th - 12th	25/wk	23	2	0	
Boys & Girls Club					Teen Dart League	0.00	0.00	7th - 12th	20/wk	varies	varies	0	
Boys & Girls Club					Hiking	0.00	0.00	all ages	11/mo	varies	varies	0	
Boys & Girls Club					Volleyball	0.00	0.00	7th - 12th	New - N/A	N/A		N/A	
Boys & Girls Club	2	6		Summer	Summer Camp Program	N/C 10 a.m. to 4 p.m.	N/C 10 a.m. to 4 p.m.	All Ages	88/day	varies	varies	0	
Boys & Girls Club					Various Activities	40.00	40.00					0	
Boys & Girls Club					Teen Basketball - open	0.00	0.00	7th - 9th	25/wk	20	10	0	
Boys & Girls Club					Teen Bsketball - open	0.00	0.00	10th - 12th	25/wk	23	2	0	
Boys & Girls Club				Sp., Sum., Fall	Hiking	0.00	0.00	all ages	11/mo	varies	varies	0	1:10 ratio
Boys & Girls Club				Winter	Snowshoeing	0.00	0.00	all ages	\$11.00/mo	varies	varies	0	1:10 ratio
Boys & Girls Club				Summer	Bowling League	2.50/wk.	2.50/wk.	all ages	10/wk	varies	varies	0	1:10 ratio
Boys & Girls Club													
Boys & Girls Club	2	6			Rock Wall	0.00	0.00	all ages				0	
Boys & Girls Club					Archery	0.00	0.00	all ages				0	
TOTALS	10	30											
Auburn Suburban Little League				Sp/Sum/Fall	Baseball	65.00		6 to 15	\$65.00 + \$25.00 Fund Raiser	365		125	
Auburn Suburban Little League					Softball				\$60.00 + \$25.00 Fund Raiser		225	125	
Liberty Festival				Summer	4th of July Fireworks	0.00	0.00	All Ages	20,000 to 30,000			50	Many non-res.
Great Falls Balloon Festival				Summer	Balloon Festival	0.00	0.00	All Ages	100,000+			530	Many non-res.
Twin City Titans				Spring/Summer	Power Play Hockey	17.00/wk.	August through March	10 and Under	20	20			
Twin City Titans				Spring/Summer	Power Play Hockey			13 and under	15	15			
Twin City Titans				Spring/Summer	Power Play Hockey			14 and older	25	25			
Twin City Titans				Sum/Fall/Winter	Atoms Division	75.00/9 weeks		4 and under	40	40		8	9 hrs.
Twin City Titans				Sum/Fall/Winter	Mine Mite Division	\$455.00/40 hrs.		5 & 6 yr. olds	44	44		8	40 hrs.
Twin City Titans				Sum/Fall/Winter	Mite Division	600.00		7 & 8 yr. olds	84	84		30+	50 hrs.
Twin City Titans				Sum/Fall/Winter	Squirt Division	770.00		9 & 10 yr. olds	43	43		12	60 hrs.
Twin City Titans				Sum/Fall/Winter	Peewee Division	770.00		11 & 12 yr. olds	28	28		10	60 hrs.
Twin City Titans				Sum/Fall/Winter	Bantam Division	770.00		13 & 14 yr. olds	33	33		6	60 hrs.
Twin City Titans				Sum/Fall/Winter	Midget Division	440.00		14 +	32	32		3	35 hrs.
Twin City Titans				Sum/Fall/Winter	U-19 Girls Division	440.00		Under 19	11		11	3	35 hrs.
Twin City Titans													
Maine Gladiators				Sum/Fall/Winter	Squirts Division	1,250.00	August through March	9 & 10 yr. olds	32	32		10	
Maine Gladiators				Sum/Fall/Winter	Peewee Division	1,250.00		11 & 12 yr. olds	29	29		10	
Maine Gladiators				Sum/Fall/Winter	Bantam Division	\$1250.00 Full Season	\$750.00 Split Season	13 & 14 yr. olds	33	33		10	
Maine Gladiators				Sum/Fall/Winter	Midgets	575.00		High School Age	38	38		8	
Maine Gladiators				Sum/Fall/Winter	U-16 Girls	1,250.00		Under 16 Girls	16		16	5	
Maine Gladiators				Sum/Fall/Winter	U-14 Girls	1,025.00		Under 14 Girls	16		16	5	
Auburn Middle School Hockey Club				Fall/Winter	Hockey	250.00	A Team	5th through 8th Grade	17	17		4	
Auburn Middle School Hockey Club				(Nov. thru March)	Hockey	300.00	B Team	5th through 8th Grade	17	6	11	4	



## City Council Workshop Information Sheet

City of Auburn

**Council Workshop Date:** November 18, 2013

**Item B**

**Author:** Roland Miller, Economic Development Director

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:** Norway Savings Bank Arena -- 3 items regarding the construction and operation of this facility are the subject of tonight's workshop: 1) amendment to TIF district #14 removing the land that the ice arena is built on; 2) creation of TIF district #19 which is comprised of the land removed from TIF district #14; and 3) an amendment to the lease/ purchase agreement reflecting a refinement terms and establishing July 1, 2014 as the date upon which rental payments will commence.

**Information:** The payment terms of the lease/purchase agreement are based upon: 1) The cost of the facility (\$8.5 million less the cost of infrastructure improvement contracts entered into by the City of Auburn in support of this facility and any purchased fixtures that become part of the real estate) amortized over 30 years at 4.5% interest; and any costs associated with taxes, insurance and utilities that are the responsibility of the landlord. All operational costs are the responsibility of the tenant (City of Auburn). A redline version of the amended lease is included in your package. These amendments establish occupancy date and accrual of interest (which will be added to the principle amount to be amortized) to begin on December 1, 2014. Furthermore, it establishes the date upon which payments will begin as July 1, 2014.

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

The creation of a new TIF district #19 establishes a 20 year credit enhancement contract with the landlord. The impact of the proposed TIF district will be to reduce the rent payments to the City of Auburn by the amount of tax obligation associated with facility. The proposal is: 1) for the first five years 100%; 2) for years 6 through 10 75%; 3) for years 11 through 15 50%; and for years 16 through 20 25%. The impact of establishing TIF district #19 is that the profit from the operation of the facility will increased and those funds will accrue to an enterprise account for the continued upkeep and operation of the arena.

**Financial:** The impact will be to reduce payments to the landlord

**Action Requested at this Meeting:** none

**Previous Meetings and History:** too numerous to list

**Attachments:** (1) Amended TIF district #14  
(2) Proposed TIF district #19  
(3) Amended lease purchase agreement of the Norway Savings Bank Arena

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



# **CITY OF AUBURN, MAINE**

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

### **AMENDMENT #2**

**DECEMBER 2, 2013**

## Table of Contents

### Contents

<b>ARTICLE 1: DEVELOPMENT PROGRAM NARRATIVE.....</b>	<b>4</b>
Section 1.01. Introduction .....	4
a. General Description of the District. ....	4
b. The Project – Retail Development. ....	4
c. Public Improvements .....	5
d. Finding of the City Council .....	5
Section 1.02. Statement of Means and Objectives .....	5
a. Development District.....	5
b. Benefits of the District.....	6
Section 1.03 Brief Discussion of Financial Plan .....	6
Section 1.04. Description of Project Costs and Public Facilities to be constructed .....	6
Section 1.05. Uses of Private Property .....	7
Section 1.06. Relocation of Displaced Persons .....	7
Section 1.07. Proposed Regulations and Facilities to Improve Transportation .....	7
Section 1.08. Environmental Controls .....	7
Section 1.09. Plan of Operation upon Completion .....	7
Section 1.10. Program Duration.....	7
<b>ARTICLE II: FINANCIAL PLAN .....</b>	<b>8</b>
Section 2.01. General Characteristics .....	8
Section 2.02. Cost Estimated for Development Program.....	8
Section 2.03. Indebtedness.....	8
Section 2.04. Sources of Anticipated Revenues .....	8
Section 2.05. Financial and Statistical Data.....	9
Section 2.05. Estimated Impact of Financing Upon Taxing Jurisdiction .....	10
Section 2.06. Duration of the Development Program.....	10
<b>ARTICLE III. PHYSICAL DESCRIPTION.....</b>	<b>10</b>
Section 3.01. Description of the District.....	10
Section 3.02. Site location map .....	10
<b>ARTICLE IV: MUNICIPAL APPROVALS.....</b>	<b>10</b>
Section 4.01. Public Hearing.....	10
Section 4.02. Authorizing Votes .....	10
<b>ARTICLE V: AGREEMENT REGARDING VALUATION ISSUES .....</b>	<b>10</b>
Section 5.01. Valuation Issues .....	10

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<b>Exhibit A</b>	TIF #14 District Map
<b>Exhibit B</b>	Public District Improvements
<b>Exhibit C</b>	Improvements that serve the District
<b>Exhibit D</b>	Summary of Financial Information
<b>Exhibit E</b>	Summary of Statistical Information
<b>Exhibit F</b>	Certification of Assessed Value
<b>Exhibit H</b>	Notice of Public Hearing
<b>Exhibit I</b>	Resolve of the Auburn City Council
<b>Exhibit J</b>	Original Development Agreement



## ARTICLE 1: DEVELOPMENT PROGRAM NARRATIVE

### Section 1.01. Introduction

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

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

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

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

#### **b. The Project – Retail Development.**

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

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

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

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



development within the District.

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

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

**c. Public Improvements**

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

**d. Finding of the City Council**

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

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

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

## Section 1.02. Statement of Means and Objectives

**a. Development District**



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

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

**b. Benefits of the District**

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

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

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

## **Section 1.03 Brief Discussion of Financial Plan**

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

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

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

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

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



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

### Section 1.05. Uses of Private Property

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

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

### Section 1.06. Relocation of Displaced Persons

Not Applicable.

### Section 1.07. Proposed Regulations and Facilities to Improve Transportation

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

### Section 1.08. Environmental Controls

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

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

### Section 1.09. Plan of Operation upon Completion

The improvements, other than the public infrastructure modifications, in the District will at all times be owned by the Developer, his successors or assigns, who will be responsible for payment of all maintenance expenses, insurance and taxes on said improvements. During the life of the District, the City Manager or the Manager's designee will be responsible for all administrative matters concerning the implementation and operation of the District. The Developer and/or his successors or assigns shall be solely responsible for implementation of the private development in the District. The stipulations regarding the division of responsibilities on the part of the Developer and the City are contained in the Auburn Mall Revitalization Development Agreement and attached as **Exhibit J**.

### Section 1.10. Program Duration

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



## ARTICLE II: FINANCIAL PLAN

### Section 2.01. General Characteristics

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

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

### Section 2.02. Cost Estimated for Development Program

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

### Section 2.03. Indebtedness

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

### Section 2.04. Sources of Anticipated Revenues

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

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

**TABLE NO. 1**

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

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

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

## Section 2.05. Financial and Statistical Data

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

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

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



\$11,328,400.

## Section 2.05. Estimated Impact of Financing upon Taxing Jurisdiction

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

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

## Section 2.06. Duration of the Development Program

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

# ARTICLE III. PHYSICAL DESCRIPTION

## Section 3.01. Description of the District

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

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

## Section 3.02. Site location map

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

# ARTICLE IV: MUNICIPAL APPROVALS

## Section 4.01. Public Hearing

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

## Section 4.02. Authorizing Votes

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

# ARTICLE V: AGREEMENT REGARDING VALUATION ISSUES

## Section 5.01. Valuation Issues

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

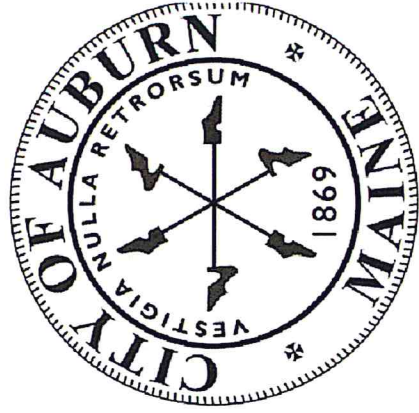
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of either party or be used, in anyway, by either party in either presenting evidence or making argument in any dispute which may arise in connection with valuation of the property within the District.

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



# TIF #14



## City of Auburn

60 Court St  
Auburn, ME 04210  
207-333-6601  
[www.auburnmaine.gov](http://www.auburnmaine.gov)

 TIF #14



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





## EXHIBIT B

### PUBLIC DISTRICT IMPROVEMENTS

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

#### Private Costs

\$	2,319,000	Mall Revitalization
\$	<b>3,329,000</b>	<b>* Total</b>

#### PROJECT COSTS -CITY

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

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

## EXHIBIT C

### IMPROVEMENTS THAT SERVE THE DISTRICT

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

#### Private Costs

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

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

Exhibit D

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

Assumptions

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

Investment Assumptions

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

## EXHIBIT E

### Summary of Statistical Information

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

The percentage must be equal to or exceed 25%.

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

AMENDED EXHIBIT F

CERTIFICATE OF CITY ASSESSOR  
CITY OF AUBURN, MAINE

The undersigned City Assessor for the City of Auburn, Maine, does hereby certify pursuant to the provisions of 30-A M.R.S.A. § 5227 and 123-d P.S. LD1892 that the original assessed real estate value of Auburn's Mall Area Revitalization Municipal Development and Tax Increment Financing District #14, as described in the development program was \$12,715,000 as of March 31, 2005 (April 1, 2006), the tax year preceding the year in which the Auburn Mall Revitalization was designated.

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

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

**Taxable Real Property Deleted:**

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

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

CITY OF AUBURN, MAINE  
CITY ASSESSOR:



Print Name: Renee Lachapelle

**EXHIBIT F2 - TIF #14 Amendment**

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

EXHIBIT H  
CITY OF AUBURN  
PUBLIC NOTICE

CITY OF AUBURN  
PUBLIC NOTICE

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

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

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

Please publish: \_\_\_\_\_



**EXHIBIT J**  
**Auburn Mall Revitalization**  
**Development Agreement**

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

**Witnesseth:**

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

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

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

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

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

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

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

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

**1. Scope of Projects**

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



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

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

## **2. Off-site Infrastructure Impacts**

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

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

## **3. Development Program**

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

The Developer agrees as follows:

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **4. Financing**

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



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

#### 5. Design Review Consultation

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

#### 6. Regulatory Compliance

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

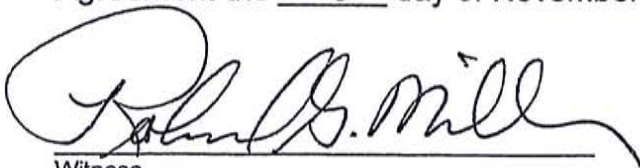
#### 7. Public Disclosure

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

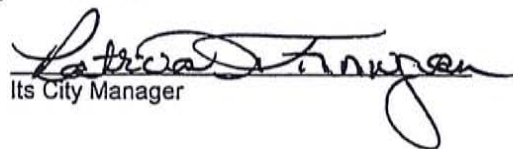
#### 8. Confidential Information

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

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

  
Witness

City of Auburn

By:   
Its City Manager

Auburn Plaza Inc.

Gregory A. McKelvey  
Witness

By: [Signature]  
Its President

Date: 11-10-06

State of Maine  
Androscoggin County

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

[Signature]  
Notary Public

My commission expires: 9/11/07



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

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

**WITNESSETH THAT:**

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

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

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

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

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

**Now therefore**, in consideration of the foregoing and in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

**Article 1**  
**Definitions**

**Section 1.1. Definitions**

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

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

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

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

"City" means the City of Auburn, Maine.

"Commissioner" means the Commissioner of the Department.

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

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

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

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

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

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

"Effective Date" means the date hereof.

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

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

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

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

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

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



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

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

"State" means the State of Maine.

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

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

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

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

## **Section 1.2. Interpretation and Construction**

In this Agreement unless the context otherwise requires:

- a. The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before, the date of delivery of this Agreement.
- b. Words importing a particular gender mean and include correlative words of every other gender and words importing a singular number mean and include the plural number and vice versa.
- c. Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.
- d. Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to the copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.
- e. All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time.
- f. If any clause, provision or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or Section shall not affect any of the remaining provisions hereof except as expressly provided in Section 3.5.



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

## **Article II**

### **Development Program Fund and Funding Requirements**

#### **Section 2.1. Creation of Development Program Fund**

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

#### **Section 2.2. Liens**

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

#### **Section 2.3. Deposits into Development Program Fund**

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

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

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



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

#### **Section 2.5. Monies Held for Benefit of Developer**

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

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

#### **Section 2.6. Investments**

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

#### **Section 2.7. Administrative Expenses**

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

### **Article III Payment Obligations**

#### **Section 3.1. Developer payments**

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

#### **Section 3.2. Credit Enhancement Payments**

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



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

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

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

### **Section 3.3. Failure to Make Payment**

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

### **Section 3.4. Manner of Payments**

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



### **Section 3.5. Obligations Unconditional**

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

### **Section 3.6. Limited Obligation**

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

## **Article IV Pledge and Security Interest**

### **Section 4.1. Pledge of Auburn Mall Revitalization Project Cost Account**

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



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

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

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

#### **Section 4.3. Further Instruments**

The City shall, upon the reasonable request of the Developer, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement; provided, however, that no such instruments or actions shall pledge the credit of the City, materially disadvantage the City, or materially change this Agreement.

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

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

#### **Section 4.5. Access to Books and Records**

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

### **Article V Defaults and Remedies**

#### **Section 5.1. Events of Default**

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

- a. Any failure by the City to pay any amount from the Auburn Plaza, Inc. Auburn Mall



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

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

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

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

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

## **Section 5.2. Remedies on Default**

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

## **Section 5.3. Remedies Cumulative**

No remedy herein conferred upon or reserved to a party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to the remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon any Event of Default, to insist upon the strict performance of any covenant or Agreement herein set forth or to exercise any right or remedy upon the occurrence of an Event of Default shall not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the rights to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the party with all of the covenants and conditions hereof, or of the rights to exercise any such right or remedy, if such Events of Default be continued or repeated.



#### **Section 5.4. Waiver of Governmental Immunity**

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

#### **Section 5.5. Tax Laws**

The parties acknowledge that all laws of the state now in effect or hereafter enacted with respect to taxation of property shall be applicable and that the City, by entering into this Agreement, is not excusing any nonpayment of taxes by Developer. Without limiting the foregoing, the City and the Developer shall always be entitled to exercise all rights and remedies regarding assessment, collection and payment of taxes assessed on Developer's property.

### **Article VI Effective Date, Term and Termination**

#### **Section 6.1. Effective Date and Term**

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

#### **Section 6.2. Cancellation and Expiration of Term**

At the termination or other expiration of this Agreement and following full payment of all amounts due and owing to the Developer hereunder or provision for payment thereof, the City and the Developer shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of this Agreement.



**Article VII**  
**Assignment and Pledge of Developer's Interest**

**Section 7.1. Consent to Pledge and/or Assignment**

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

**Section 7.2. Pledge, Assignment or Security Interest**

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

**Section 7.3. Assignment**

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

**Article VIII**  
**Miscellaneous**

**Section 8.1. Successors**

In the event of the dissolution of the City or the Developer or any sale or other transfer of all or substantially all of the Project, the covenants, stipulations, promises and Agreement set forth herein, by or on behalf of or for the benefit of such party shall bind or inure to the benefit of the successors and assigns thereof from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred.



## **Section 8.2. Parties in Interest**

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

## **Section 8.3. Non-Severability**

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

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

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

## **Section 8.5. Counterparts**

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

## **Section 8.6. Governing Law**

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

## **Section 8.7. Notices**

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

*If to the City:*

City Manager  
60 Court St – Suite 243  
Auburn, ME 04210

*With a copy to:*

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

*If to the Developer:*

George Shott  
550 Center St  
Auburn, ME 04210

*With a copy to:*

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

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

#### **Section 8.8. Amendments**

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

#### **Section 8.9. Integration**

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

#### **Section 8.10. Authority of the City**

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

#### **Section 8.11. Indemnification**

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



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

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

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

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

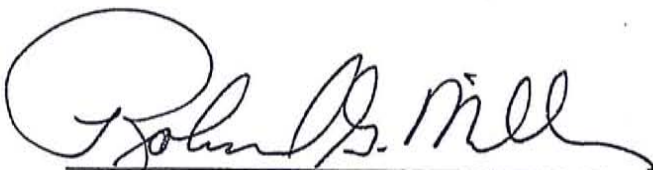
#### **Section 8.12. Net Agreement**

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

#### **Section 8.13. Benefit of Assignees or Pledges**

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

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



Witness

City of Auburn

By:   
Its City Manager

Auburn Plaza Inc.

Gregory A. Mittle  
Witness

By: [Signature]  
Its President

Date: 11-10-06

State of Maine  
Androscoggin County

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

[Signature]  
Notary Public

My commission expires 2/1/07





# **CITY OF AUBURN, MAINE**

## **AUBURN MUNICIPAL TAX INCREMENT FINANCING DISTRICT #19**

### **DEVELOPMENT PROGRAM**

**DECEMBER 2, 2013**

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

## Table of Contents

### Contents

<b>ARTICLE I: DEVELOPMENT PROGRAM NARRATIVE.....</b>	<b>4</b>
Section 1.01. Introduction .....	4
a. General Description of the District. ....	4
b. The Company Project.....	4
c. Public Improvements .....	4
Section 1.02. Statement of Means and Objectives .....	5
a. Development District.....	5
Section 1.03 Brief Discussion of Financial Plan .....	5
Section 1.04. Description of Public Facilities to be Constructed.....	5
Section 1.05. Uses of Private Property .....	5
Section 1.06. Relocation of Displaced Persons .....	6
Section 1.07. Proposed Regulations and Facilities to Improve Transportation .....	6
Section 1.08. Environmental Controls .....	6
Section 1.09. Plan of Operation Upon Completion.....	6
Section 1.10. Program Duration.....	6
<b>ARTICLE II: FINANCIAL PLAN .....</b>	<b>6</b>
Section 2.01. General Characteristics .....	6
Section 2.02. Cost Estimated for Development Program.....	6
Section 2.03. Indebtedness.....	7
Section 2.04. Sources of Anticipated Revenues .....	7
Section 2.05. Estimated Impact of Financing Upon Taxing Jurisdiction .....	7
Section 2.6. Duration of the Development Program.....	8
<b>ARTICLE III. PHYSICAL DESCRIPTION.....</b>	<b>8</b>
Section 3.01. Description of the District.....	8
Section 3.02. Site location map .....	8
<b>ARTICLE IV: MUNICIPAL APPROVALS.....</b>	<b>8</b>
Section 4.01. Public Hearing.....	8
Section 4.02. Authorizing Votes .....	8
<b>ARTICLE V: AGREEMENT REGARDING VALUATION ISSUES .....</b>	<b>8</b>
Section 5.01. Valuation Issues .....	8

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<b>Exhibit A</b>	TIF #19 District Map
<b>Exhibit B</b>	Summary of Financial Information
<b>Exhibit C</b>	Certification of Original Assessed Value
<b>Exhibit D</b>	Financial Projection
<b>Exhibit E</b>	Tax Shifts
<b>Exhibit F</b>	Notice of Public Hearing
<b>Exhibit G</b>	Resolve of the Auburn City Council

## ARTICLE 1: DEVELOPMENT PROGRAM NARRATIVE

### Section 1.01. Introduction

#### a. General Description of the District.

The City of Auburn desires to attract and retain quality jobs and commercial development, to create and maintain a healthy tax base, to improve the economy of the City and the State of Maine and to provide for construction of new public infrastructure and improvements to facilitate economic development. In order to fulfill these goals, the following property is being designated as the Auburn Municipal Development and Tax Increment Financing District #19: An area consisting of approximately 8.53 acres, being Map 290 Lot 010-1 of the City of Auburn Tax Map.

The property is located off of Turner St and Kings Way and has been preliminarily designated as the Auburn Municipal Development and Tax Increment Financing District #19 (the "District") by the City of Auburn, Maine (the "City"). The Property consists of Auburn Tax Map No. 290, Lot 010-1 owned by Auburn Plaza, Inc. A plan depicting the District is attached as **Exhibit A**. The Development Program described herein is proposed for the purpose of administering the District as a municipal development and tax increment financing district pursuant to Chapter 207 of Title 30-A of the Maine Revised Statutes, as amended (the "Development Program"). Upon resolution of the Auburn City Council designating the District and adopting this Development Program, the designation of the District and adoption of the Development Program will immediately become final subject only to approval by the Maine Department of Economic and Community Development ("DECD").

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

#### b. The Company Project.

As described above, the District is to assist the Company with the development of a complex to include an Ice Arena facility (the "Project").

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

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

**Table 1**

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

#### c. Public Improvements



There are no Public Improvements with this project.

## Section 1.02. Statement of Means and Objectives

### a. **Development District**

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

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

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

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

## Section 1.03 Brief Discussion of Financial Plan

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

## Section 1.04. Description of Public Facilities to be Constructed

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

## Section 1.05. Uses of Private Property

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

## Section 1.06. Relocation of Displaced Persons

Not Applicable.

## Section 1.07. Proposed Regulations and Facilities to Improve Transportation

Existing transportation facilities are adequate to accommodate the Project.

## Section 1.08. Environmental Controls

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

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

## Section 1.09. Plan of Operation Upon Completion

The improvements in the District will at all times be owned by the Company, its successors or assigns, which will be responsible for payment of all maintenance expenses, insurance and taxes on said improvements. During the life of the District, the City Manager or the Manager's designee will be responsible for all administrative matters concerning the implementation and operation of the District. The Company shall be solely responsible for implementation of the Project in the District.

## Section 1.10. Program Duration

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

# ARTICLE II: FINANCIAL PLAN

## Section 2.01. General Characteristics

The proposed tax increment financing district will encompass approximately 8.53 acres of taxable property with a total value of land and buildings as of April 1, 2014, in the amount of approximately \$1,564,100.00.

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

## Section 2.02. Cost Estimated for Development Program

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



### Section 2.03. Indebtedness

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

### Section 2.04. Sources of Anticipated Revenues

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

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

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

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

a.	Total value of equalized taxable property of the City as of April 1, 2013	\$2,005,721,383
b.	Total assessed value of the District as of April 1, 2013	\$1,564,100
c.	Total value of equalized taxable property as of April 1 preceding the date of designation of all other Tax Increment Financing Districts within the City	\$25,798,500
d.	Percentage of total assessed value of the City represented by total assessed value of the District and other Districts (the sum of lines b and c divided by line a)	0.74%
e.	Aggregate original principal amount of municipal general obligation indebtedness financed by the proceeds from Tax Increment Financing Districts within Androscoggin County, does not exceed \$50,000,000	
f.	Total acreage in the City of Auburn	41,430 acres
g.	The acreage included in the existing Tax Increment Financing Districts in the City of Auburn	387.97 acres
h.	Total Acreage in the District #19 is	8.53 acres
i.	Total acreage in the District #19 is 8.53 or .02% of the acreage in Auburn	0.02%
j.	Percentage of acreage in District #19 suitable for commercial development is	100%

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

### Section 2.05. Estimated Impact of Financing upon Taxing Jurisdiction

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



Development. See Exhibit D.

## Section 2.06. Duration of the Development Program

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

## ARTICLE III. PHYSICAL DESCRIPTION

### Section 3.01. Description of the District

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

The District is delineated on Exhibit A hereto.

### Section 3.02. Site location map

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

## ARTICLE IV: MUNICIPAL APPROVALS

### Section 4.01. Public Hearing

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

### Section 4.02. Authorizing Votes

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

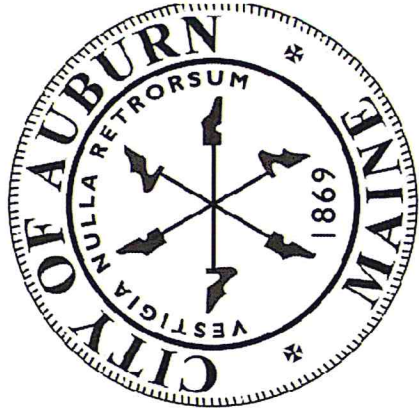
## ARTICLE V: AGREEMENT REGARDING VALUATION ISSUES

### Section 5.01. Valuation Issues

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



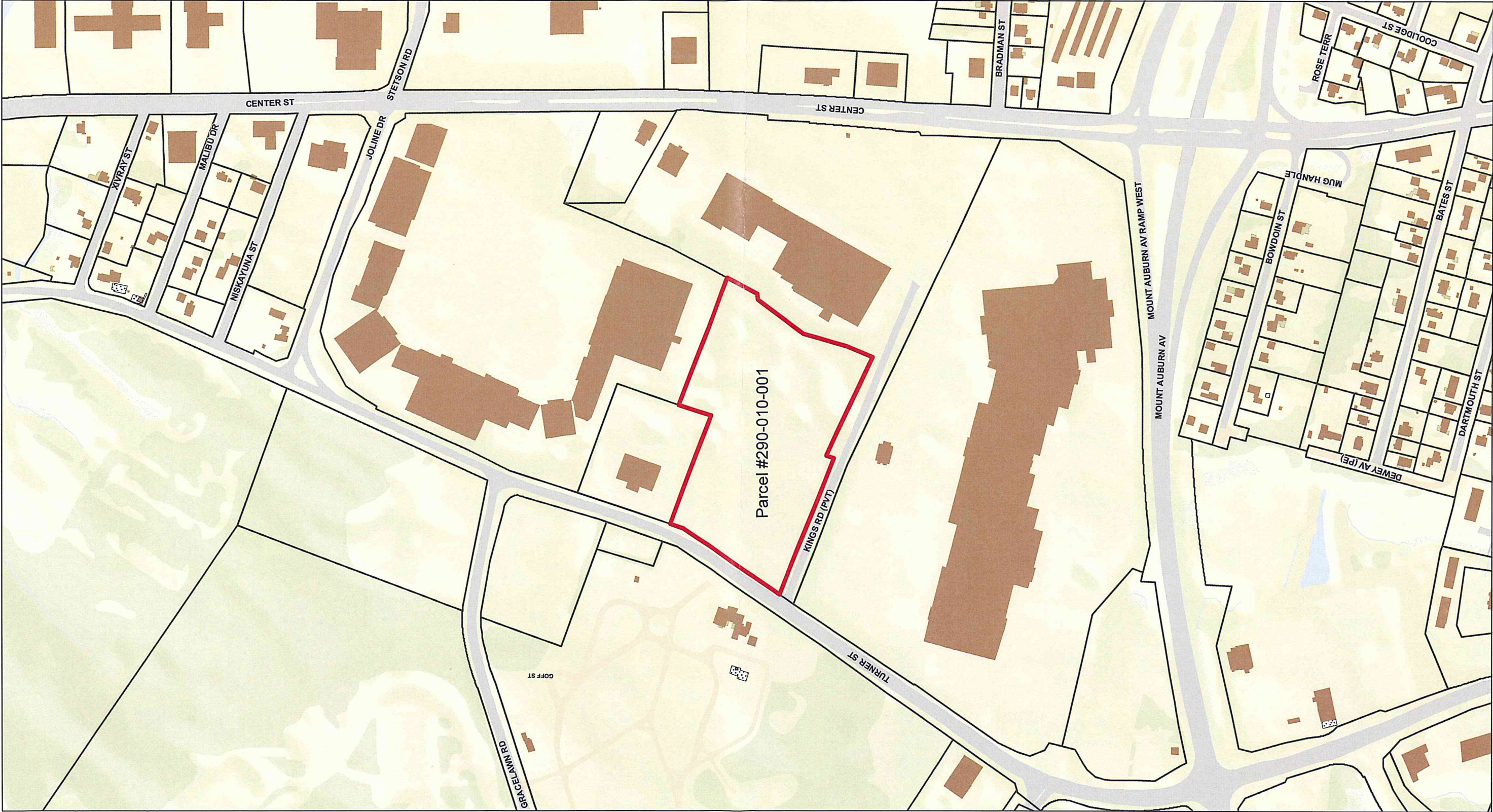
# TIF #19



## City of Auburn

60 Court St  
Auburn, ME 04210  
207-333-6601  
[www.auburnmaine.gov](http://www.auburnmaine.gov)

 TIF #19



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





Exhibit B

Project Costs

**Mall Area**

1) Commercial Facility

\$8,500,000



AUBURN MUNICIPAL DEVELOPMENT AND TAX  
INCREMENT FINANCING DISTRICT #19  
DEVELOPMENT PROGRAM

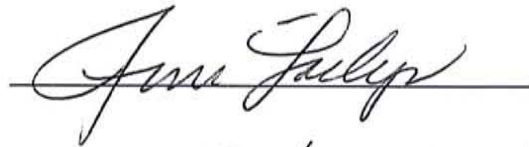
EXHIBIT C

CERTIFICATE OF CITY ASSESSOR  
CITY OF AUBURN, MAINE

The undersigned City Assessor for the City of Auburn, Maine, does hereby certify pursuant to the provisions of 30-A M.R.S.A. § 5227 and 123-d P.S. LD1892 that the assessed real estate value of Auburn's Municipal Development and Tax Increment Financing District #19, as described in the development program was \$1,564,100 as of March 31, 2013(April 1, 2014). A list of all parcels in the district by Auburn Tax Map number is attached, which shows each individual parcel's value as of March 31, 2013.

IN WITNESS HEREOF, this certificate has been executed this 13<sup>th</sup> day of November, 2013.

CITY OF AUBURN, MAINE  
CITY ASSESSOR:

A handwritten signature in dark ink, appearing to read "Renée Lachapelle", is written over a horizontal line.

Print Name: Renée Lachapelle

EXHIBIT C2 - TIF #19

ID#	Street Address	Acreage	Company	4/1/2013 Value
290-010-1	985 Turner St	8.53	Auburn Plaza, Inc	\$ 1,564,100
		<hr/> 8.53		<hr/> \$ 1,564,100



City of Auburn  
Auburn Ice Arena  
TIF #19

Inputs	
FY14 Valuation Admendment	\$ 1,564,100
Yearly Escalator	.5 mils/FY13-32
Term	20 years

Exhibit D

Year	Projected Mill Rate	Development Area Valuation	Credit Enhancement Agreement	Assessed Value	Projected Tax Revenue
FY15	0.0209	\$ 1,564,100	100%	\$ 9,500,000	\$ -
FY16	0.0214	\$ 1,564,100	100%	\$ 9,500,000	\$ -
FY17	0.0219	\$ 1,564,100	100%	\$ 9,500,000	\$ -
FY18	0.0224	\$ 1,564,100	100%	\$ 9,500,000	\$ -
FY19	0.0229	\$ 1,564,100	100%	\$ 9,500,000	\$ -
FY20	0.0234	\$ 1,564,100	75%	\$ 9,500,000	\$ 46,484.53
FY21	0.0239	\$ 1,564,100	75%	\$ 9,500,000	\$ 47,476.52
FY22	0.0244	\$ 1,564,100	75%	\$ 9,500,000	\$ 48,468.51
FY23	0.0249	\$ 1,564,100	75%	\$ 9,500,000	\$ 49,460.50
FY24	0.0254	\$ 1,564,100	75%	\$ 9,500,000	\$ 50,452.48
FY25	0.0259	\$ 1,564,100	50%	\$ 9,500,000	\$ 102,888.94
FY26	0.0264	\$ 1,564,100	50%	\$ 9,500,000	\$ 104,872.92
FY27	0.0269	\$ 1,564,100	50%	\$ 9,500,000	\$ 106,856.89
FY28	0.0274	\$ 1,564,100	50%	\$ 9,500,000	\$ 108,840.87
FY29	0.0279	\$ 1,564,100	50%	\$ 9,500,000	\$ 110,824.84
FY30	0.0284	\$ 1,564,100	25%	\$ 9,500,000	\$ 169,213.23
FY31	0.0289	\$ 1,564,100	25%	\$ 9,500,000	\$ 172,189.19
FY32	0.0294	\$ 1,564,100	25%	\$ 9,500,000	\$ 175,165.15
FY31	0.0299	\$ 1,564,100	25%	\$ 9,500,000	\$ 178,141.12
FY32	0.0304	\$ 1,564,100	25%	\$ 9,500,000	\$ 181,117.08
					\$ 1,293,194.58

Auburn Municipal Tax Increment Financing District #19  
Exhibit E  
Tax Shift Projections

Year	Avoided Loss in State Allocation For Education	Avoided Loss in Revenue Sharing	Avoided Increase In County Tax	Total Tax Shifts
FY2014	\$ 14,076.90	\$ 1,320.06	\$ 392.45	\$ 15,789.41
FY2015	\$ 14,076.90	\$ 1,320.06	\$ 392.45	\$ 15,789.41
FY2016	\$ 14,076.90	\$ 1,320.06	\$ 392.45	\$ 15,789.41
FY2017	\$ 14,076.90	\$ 1,320.06	\$ 392.45	\$ 15,789.41
FY2018	\$ 14,076.90	\$ 1,320.06	\$ 392.45	\$ 15,789.41
FY2019	\$ 14,076.90	\$ 1,320.06	\$ 392.45	\$ 15,789.41
FY2020	\$ 14,076.90	\$ 1,320.06	\$ 392.45	\$ 15,789.41
FY2021	\$ 14,076.90	\$ 1,320.06	\$ 392.45	\$ 15,789.41
FY2022	\$ 14,076.90	\$ 1,320.06	\$ 392.45	\$ 15,789.41
FY2023	\$ 14,076.90	\$ 1,320.06	\$ 392.45	\$ 15,789.41
FY2024	\$ 14,076.90	\$ 1,320.06	\$ 392.45	\$ 15,789.41
FY2025	\$ 14,076.90	\$ 1,320.06	\$ 392.45	\$ 15,789.41
FY2026	\$ 14,076.90	\$ 1,320.06	\$ 392.45	\$ 15,789.41
FY2027	\$ 14,076.90	\$ 1,320.06	\$ 392.45	\$ 15,789.41
FY2028	\$ 14,076.90	\$ 1,320.06	\$ 392.45	\$ 15,789.41
FY2029	\$ 14,076.90	\$ 1,320.06	\$ 392.45	\$ 15,789.41
FY2030	\$ 14,076.90	\$ 1,320.06	\$ 392.45	\$ 15,789.41
FY2031	\$ 14,076.90	\$ 1,320.06	\$ 392.45	\$ 15,789.41
FY2032	\$ 14,076.90	\$ 1,320.06	\$ 392.45	\$ 15,789.41
FY2033	\$ 14,076.90	\$ 1,320.06	\$ 392.45	\$ 15,789.41
FY2034	\$ 14,076.90	\$ 1,320.06	\$ 392.45	\$ 15,789.41

EXHIBIT F  
CITY OF AUBURN  
PUBLIC NOTICE

CITY OF AUBURN  
PUBLIC NOTICE

Notice is hereby given that the City of Auburn, Maine, will hold a public hearing on December 2, 2013 at 7PM or as soon as possible thereafter at the City Council Chambers in the Auburn Hall building for purposes of receiving public comments on the designation of its proposed Auburn Municipal Tax Increment Financing District #19 and the adoption of an amendment for said Municipal Development and Tax Increment Finance District, pursuant to the provisions of Chapter 207 of Title 30-A of the Maine Revised Statutes, as amended.

The proposed Municipal Development and Tax Increment Financing District consists of certain property, approximately 8.53 acres.

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

Please publish: \_\_\_\_\_





# CITY OF AUBURN, MAINE

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

DECEMBER 2, 2013

## Table of Contents

### Contents

ARTICLE I: DEVELOPMENT PROGRAM NARRATIVE .....	3
Section 1.01. Introduction .....	3
a. General Description of the District. ....	3
b. The Project .....	3
Section 1.02. Statement of Means and Objectives .....	5
Section 1.03 Brief Discussion of Financial Plan .....	6
Section 1.04. Description of Public Facilities to be Constructed .....	7
Section 1.05. Uses of Private Property.....	7
Section 1.06. Relocation of Displaced Persons .....	8
Section 1.07. Proposed Regulations and Facilities to Improve Transportation .....	8
Section 1.08. Environmental Controls .....	8
Section 1.09. Plan of Operation Upon Completion .....	8
Section 1.10. Program Duration .....	9
ARTICLE II: FINANCIAL PLAN.....	9
Section 2.01. General Characteristics .....	9
Section 2.02. Cost Estimated for Development Program .....	9
Section 2.03. Indebtedness .....	9
Section 2.04. Sources of Anticipated Revenues .....	9
Section 2.05. Estimated Impact of Financing Upon Taxing Jurisdiction .....	11
Section 2.06. Duration of the Development Program .....	11
ARTICLE III. PHYSICAL DESCRIPTION .....	11
Section 3.01. Description of the District.....	11
Section 3.02. Site location map .....	11
ARTICLE IV: MUNICIPAL APPROVALS.....	11
Section 4.01. Public Hearing .....	11
Section 4.02. Authorizing Votes .....	12
ARTICLE V: AGREEMENT REGARDING VALUATION ISSUES.....	12
Section 5.01. Valuation Issues .....	12

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



## **ARTICLE 1: DEVELOPMENT PROGRAM NARRATIVE**

### **Section 1.01. Introduction**

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

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

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

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

#### **b. The Project.**

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



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

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

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

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

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

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

**c. Public Improvements**

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



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

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

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

## **Section 1.02. Statement of Means and Objectives**

### **a. Development District**

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

### **b. Benefits of the District**

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



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

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

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

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

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

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

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

### **Section 1.03 Brief Discussion of Financial Plan**

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

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

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

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



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

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

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

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

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

#### **Section 1.04. Description of Public Facilities to be Constructed**

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

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

#### **Section 1.05. Uses of Private Property**



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

#### **Section 1.06. Relocation of Displaced Persons**

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

#### **Section 1.07. Proposed Regulations and Facilities to Improve Transportation**

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

#### **Section 1.08. Environmental Controls**

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

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

#### **Section 1.09. Plan of Operation Upon Completion**

The improvements in the District, other than the public garages and public infrastructure, in the District will at all times be owned by the developers, their successors or assigns, which will be responsible for payment of all maintenance expenses, insurance and taxes on said improvements. During the life of the District, the City Manager or the Manager's designee will be responsible for all administrative matters concerning the implementation and operation of the District. The developers shall be solely responsible for implementation of the private development in the District. The City will administer all public improvements.



**Section 1.10. Program Duration**

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

**ARTICLE II: FINANCIAL PLAN****Section 2.01. General Characteristics**

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

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

**Section 2.02. Cost Estimated for Development Program**

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

**Section 2.03. Indebtedness**

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

**Section 2.04. Sources of Anticipated Revenues**

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

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

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

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

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



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

#### **Section 2.05. Estimated Impact of Financing Upon Taxing Jurisdiction**

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

#### **Section 2.06. Duration of the Development Program**

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

### **ARTICLE III. PHYSICAL DESCRIPTION**

#### **Section 3.01. Description of the District**

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

The District is delineated on Exhibit A hereto.

#### **Section 3.02. Site location map**

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

### **ARTICLE IV: MUNICIPAL APPROVALS**

#### **Section 4.01. Public Hearing**

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

**Section 4.02. Authorizing Votes**

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

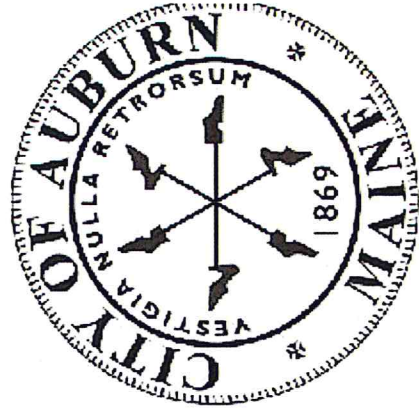
**ARTICLE V: AGREEMENT REGARDING VALUATION ISSUES**

**Section 5.01. Valuation Issues**

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



# TIF #10



## City of Auburn

60 Court St  
Auburn, ME 04210  
207-333-6601  
[www.auburnmaine.gov](http://www.auburnmaine.gov)

TIF #10



Uptown Auburn



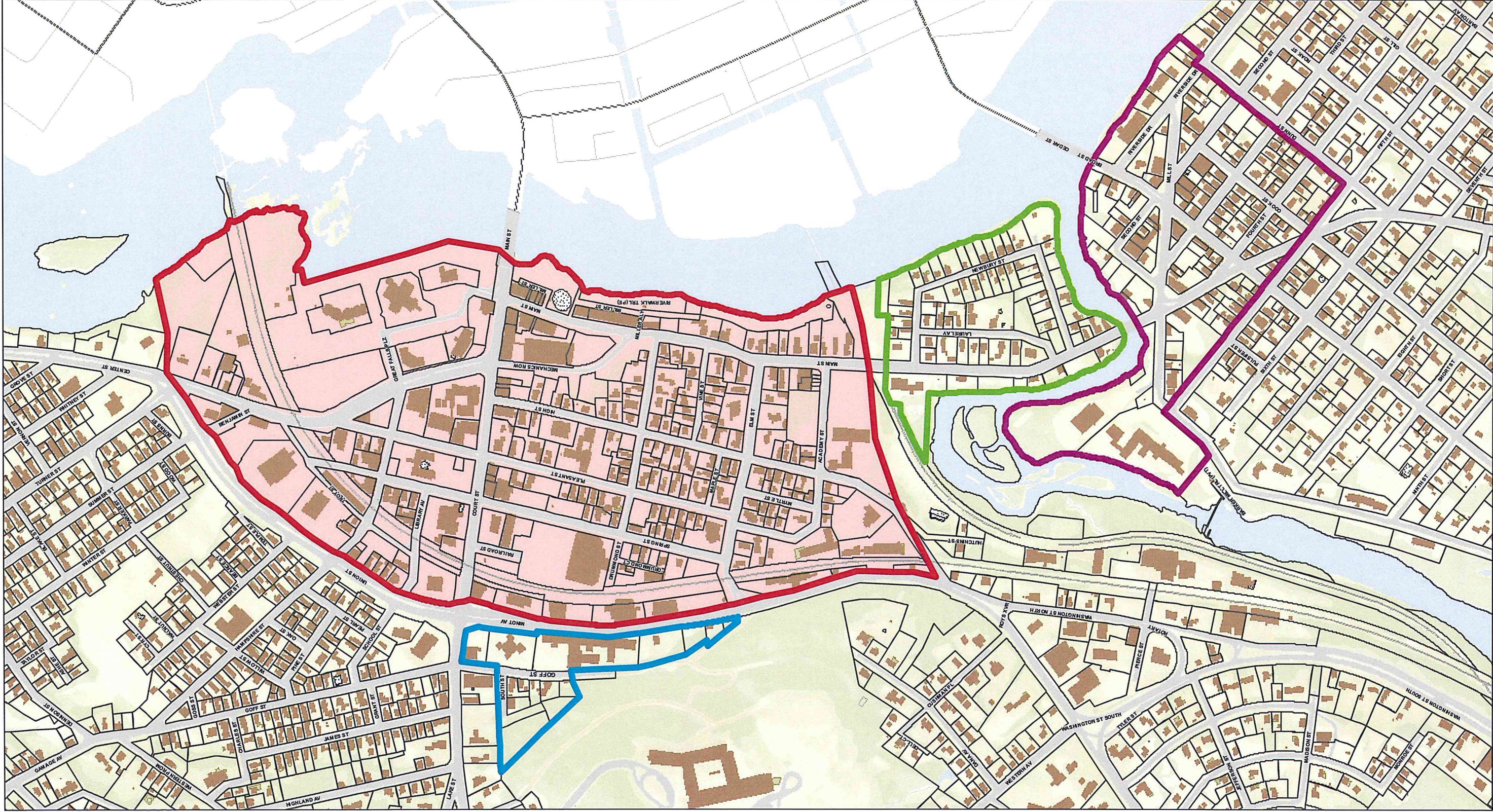
Newbury St. &  
Laurel Ave.



New Auburn



Downtown



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



## Exhibit B

### Project Costs

#### **New Auburn Downtown**

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

#### **Newbury Street & Laurel Avenue**

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

#### **Old Auburn downtown**

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



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

**Uptown Auburn (S. Goff St. extended)**

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

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

AMENDED EXHIBIT C

CERTIFICATE OF CITY ASSESSOR  
CITY OF AUBURN, MAINE

This Amended Certificate adds the value of the new district to the original assessor's certified valuation of this District, provided as Exhibit E to the original Development Program dated July 15, 2002.

The undersigned City Assessor for the City of Auburn, Maine, does hereby certify pursuant to the provisions of 30-A M.R.S.A. § 5227 and 123-d P.S. LD1892 that the assessed real estate value of the original Auburn's Downtown Municipal Development and Tax Increment Financing District #10, as described in the development program was \$52,364,600 as of March 31, 2002 (April 1, 2003).

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

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

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

CITY OF AUBURN, MAINE  
CITY ASSESSOR:

\_\_\_\_\_

Print Name: \_\_\_\_\_



## TIF 10 Amendment Data

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



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



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

Total:

32,046,400

54.67

City of Auburn  
Downtown District - Original  
TIF #10

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

**Exhibit D**

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

**Investment Assumptions**

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



City of Auburn  
Downtown District - Amendment  
TIF #10

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

**Exhibit D (1)**

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

**Investment Assumptions**

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

City of Auburn  
Downtown District  
TIF #10

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

**Exhibit D (2)**

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



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

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

EXHIBIT F

CITY OF AUBURN

PUBLIC NOTICE

CITY OF AUBURN

PUBLIC NOTICE

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

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

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

Please publish: \_\_\_\_\_



## **LEASE AGREEMENT**

**THIS LEASE AGREEMENT** is dated this \_\_\_\_ day of October, 2012 by and between assigns **Slap Shot, LLC or other entity formed by George Schott** (hereinafter referred to as "Landlord") and the City of Auburn (hereinafter referred to as "Tenant").

### **WITNESSETH**

**FOR GOOD AND VALUABLE CONSIDERATION**, and the mutual covenants contained herein, and intending to be legally bound hereby, Landlord and Tenant hereby agree with each other as follows:

1. Demised Premises and Improvements Thereon. Landlord, in consideration of the rents, terms, covenants, and agreements hereinafter set forth on the part of Tenant to be paid, kept, and performed, grants, demises, and lets to Tenant, and Tenant hereby takes and hires from Landlord, on the terms, covenants, provisions, and agreements hereinafter provided:

A building known as the Ice Arena to be constructed on that certain tract or parcel of land lying and being in the City of Auburn, County of Androscoggin, and State of Maine, as more particularly described in Exhibit "A" attached hereto and made a part hereof, together with the building known as the Ice Arena, and all easements, uses, including the storm water management facilities at the Auburn Plaza, as described below (except as the context may otherwise require, the above-mentioned premises being hereinafter referred to as the "Demised Premises").

In addition, the Demised Premises shall include non-exclusive use of parking spaces located in the north side of the Auburn Mall parking lot for the temporary parking of automobiles, easements to allow the Demised Premises to use all existing storm water management facilities at the Auburn Plaza, and the use of all other public facilities at the Ice Arena together with all easements depicted on a certain Plan entitled "Site Plan - Plan of the

Auburn Ice Arena,” dated July 12, 2012, revised through August 8, 2012, all of which together are the Demised Premises.

Landlord also agrees to mark pedestrian walkways in the Auburn Mall parking areas and to designate pedestrian crossings over King’s Way and all interior Auburn Mall roads as required.

To have and to hold the Demised Premises for and during the Term (as hereinafter defined); together with all and singular the appurtenances, rights, interest, easements, and privileges in any way appertaining thereto.

2. (a) Term. The initial term of this Lease shall be for a period of thirty (30) years beginning on July 1, 2014 or the date the Ice Arena is ready for occupancy as defined in Exhibit B, attached hereto, whichever date is later, (the “Commencement Date”) and ending on the date thirty (30) years from the Commencement Date (the “Term”). There shall be no renewal terms beyond the initial 30 year term unless mutually agreed upon by the Landlord and the Tenant. If Tenant occupies the Premises prior to July 1, 2014, interest shall accrue as of December 1, 2013 and be added to the principle, as set out in Paragraph 2 (b).

(b) Option to Purchase. During the initial term of the Lease and any extended term, Tenant shall have the exclusive option to purchase the Demised Premises from the Landlord. The purchase price shall be the total of all cost incurred by Landlord to Construct the demised premises, including but not limited to hard and soft construction cost, commercially reasonable cost relating to the initial financing any prepayment penalty charged by Landlord’s Lender which is the direct result of Tenant’s exercise of its option and Landlord’s reasonable attorney’s fees related to the negotiation of this project. All cost shall be approved by the Tenant,



which approval shall not be unreasonably withheld (hereinafter "Purchase Price").The total Cost shall not exceed Eight Million Five Hundred Thousand Dollars (\$8,500,000).

All monies paid directly by the Tenant for construction costs, site improvements, fixtures, excavation costs, and all other monies expended directly on the construction of the Ice Arenas shall be deducted from the purchase price prior to purchase. The parties shall negotiate in good faith regarding disputes over amounts which are to be deducted from the purchase price, and the Tenant shall provide the Landlord evidence of all monies which have been spent in regards to the construction of the Demised Premises. In the event of a sale of the Demised Premises each party shall bear its own costs incurred in the sale, any closing costs, State of Maine transfer taxes and any other costs directly attributable to the sale.

The Purchase Price shall be further reduced by that portion of the base rental payments made by the Tenant to the Landlord during the term of this Lease which would have been allocated to principal if the Tenant had purchased the Premises from the Landlord on the Commencement Date, with no down payment, 4.5% interest (with adjustment for interest adjustments as provided for later in this Lease) over a 30 year amortization at the Purchase Price paid pursuant to Owner Financing. The balance of the Purchase Price shall be paid to the Landlord at Closing in lawful currency of the United States in immediately available funds.

This option to purchase may be exercised by the Tenant at any time following the commencement date, by giving the Landlord six (6) months notice of its intention to purchase. Upon written notification the parties shall negotiate and execute a purchase and sale agreement reflecting the final terms of the sale.

In the case of non-appropriation pursuant to paragraph 33, Tenant shall have the right to exercise the purchase option upon notice of non-appropriation.

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3. Rent. (a) Tenant covenants and agrees to pay to Landlord, at the address set forth in Section 23, or at such other place or places as Landlord shall from time to time designate in writing, for and throughout each Lease Year of years 1 through 5 commencing on July 1, 2014, a net annual base rent which is equal to the Purchase Price, together with any interest accrued prior to July 1, 2014, (Base Rent) amortized over thirty (30) years at a fixed interest rate of 4.5%.

(b) The rent for years 6-10 shall be determined based on the total amount of the ~~Purchase Price~~Base Rent then outstanding amortized over twenty five (25) years, at an interest rate equal to the then rate charged by the current lender for the construction of the Demised Premises or if there is no current lender at a commercially reasonable rate available for this type of financing, which shall be reasonably agreed to by the parties.

(c) The rent for years 11-15 shall be determined based on the ~~Purchase Price~~Bases Rent then outstanding amortized over twenty (20) years at an interest rate equal to the then rate charged by the current lender for the construction of the Demised Premises or if there is no current lender at a commercially reasonable rate available for this type of financing, which shall be reasonably agreed to by the parties.

(d) The rent for years 16-20 shall be determined based on the ~~Purchase Price~~Base Rent then outstanding amortized over fifteen (15) years at an interest rate equal to the then rate charged by the current lender for the construction of the Demised Premises or if there is no current lender at a commercially reasonable rate available for this type of financing, which shall be reasonably agreed to by the parties.

(e) The rent for years 21-25 shall be determined based on the ~~Purchase Price~~Base Rent then outstanding amortized over ten (10) years at an interest rate equal to the then rate charged by the current lender for the construction of the Demised Premises or if there is no



current lender at a commercially reasonable rate available for this type of financing, which shall be reasonably agreed to by the parties.

(f) The rent for years 26-30 shall be determined based on the ~~Purchase Price~~Base Rent then outstanding amortized over five (5) years at an interest rate equal to the then rate charged by the current lender for the construction of the Demised Premises or if there is no current lender at a commercially reasonable rate available for this type of financing, which shall be reasonably agreed to by the parties.

At the conclusion of which period the ~~Purchase Price~~remainder of the Purchase Price, minus any payments of Base Rent, shall be paid in full and landlord shall transfer all right, title and interest it holds in the Demised Premises to Tenant.

(g) All rent payments shall be made directly to the Landlord unless Tenant receives notice from the Mortgagee that Landlord is in default of any payments under the construction and/or takeout financing. Upon default Tenant shall be entitled to make all payments of rent directly to the Mortgagee in amounts sufficient to cover current rent and any deficiencies which may exist. Provided Tenant is current on its payments, during any period in which Landlord is in payment default regarding his financing, Landlord shall forfeit the equity portion of the payment, which is defined as the pro rata portion of the rental payment that is not related to repayment of Landlord's outstanding construction financing of the Demised Premises.

The payment of the rent shall be in addition to and above all other sums and additional payments to be made and paid by Tenant as set forth in this Lease.

4. Use. The use of the Premises should be used for all legal purposes and activities.

5. Taxes. Tenant shall be responsible for all real estate taxes and personal property taxes assessed on the Premises during the term of this Lease. Notwithstanding the above, in the event

that the Auburn City Council shall adopt a Tax Increment Financing Plan (TIF) during the term of this lease that contains a Credit Enhancement provision which results in the reimbursement of tax liability to Landlord, then taxes to be paid by Tenant shall be limited to the non-reimbursable portion of any real estate taxes remaining to be paid by Landlord.

6. Insurance. (a) During the Term of this Lease, Tenant covenants and agrees, at its sole cost and expense, to obtain, keep, and maintain the following policies of insurance in full force and effect for the mutual benefit of Landlord, Tenant, the holder(s) of mortgage(s):

- i. A commercial general liability policy including a combined single limit of \$400,000.00 per Maine Tort Claims Act with respect to bodily injury, death or property damage; and
- ii. During any construction or alteration of the Improvements following the Commencement Date, Tenant shall keep in force for the protection of Landlord and Tenant workers' compensation insurance coverage with an insurance carrier licensed to do business in the State of Maine, covering all persons employed by Tenant, or its contractors, in connection with the construction of the Improvements and satisfying the requirements of the statutes of the State of Maine; and
- iii. Tenant's trade fixtures, leasehold improvements and personal property upon the Demised Premises shall be held at Tenant's own risk, and Tenant shall, during the term of the Lease, maintain in place commercially reasonable casualty insurance policies, naming Landlord and Tenant, as their interests may appear.

(b) Landlord's Insurance. i. At all times, Landlord shall insure all buildings, for at least their full reasonable replacement value and shall also provide Landlord's normal liability



coverages for the Auburn Malls parking and all other reasonable types of insurance in amounts as Landlord deems necessary or desirable for insuring the Ice Arena and Premises, which policies shall name Landlord and Tenant as their interests may appear.

ii. Landlord may obtain his own Commercial General Liability Insurance, including Contractual Liability Insurance coverage, covering the Demised Premises under which the Landlord and such other persons as are in privity of estate with Landlord and/or Tenant, as may be set out in notice from time to time, and under which the insurer agrees to hold Landlord (and those in privity of estate with Landlord) harmless from and against all costs, expenses and/or liability arising from any accident, injury or damage whatsoever caused to any person occurring during the Term of this Lease in or about the Premises.

iii. Tenant shall pay to Landlord, as additional rent, the reasonable cost of the insurance to be maintained by Landlord under this paragraph (b).

iv. The applicable insurance policies shall include a provision which shall make said policies non-cancelable without at least thirty (30) days prior written notice to all parties. Copies of the required insurance policies, or certificates thereof, shall be delivered to Landlord and Tenant, respectively, prior to the commencement date and thereafter at least thirty (30) days prior to the expiration of such policies.

All policies of insurance obtained by Landlord, which are to be paid for by Tenant, shall be subject to the reasonable approval, of Tenant. If not approved by the Tenant, the Tenant shall provide a comparable policy subject to the reasonable approval of Landlord.

(b) If Tenant fails to procure the aforesaid insurance policies and pay the premiums for the same and deliver all such certificates of insurance or duplicate originals thereof to Landlord within the time provided for in this Lease, Landlord shall nevertheless have the

right, without being obligated to do so, to procure such insurance and pay the premiums therefor, and all such premiums paid by Landlord together with interest at the Default Rate from the time of payment until paid, shall be repaid to Landlord on demand as additional rent, and Tenant's failure to repay the same as aforesaid shall constitute a default under this Lease.

(c) To the extent obtainable, all insurance policies carried by either party covering the Demised Premises or the Improvements, including but not limited to contents, fire, casualty, and other insurance, shall expressly waive any right of the insurer against the other party and the holders of the mortgages described in Sections 13 and 14 hereof. The parties hereto agree that their insurance policies will include such waiver clause or endorsement so long as the same shall be charged therefor, so long as the other party pays such extra cost. If extra cost shall be chargeable therefor, each party shall advise the other thereof and of the amount of the extra cost and the other party, at its election, may pay the same, but shall not be obligated to do so. Where applicable, policies shall name the Landlord as an additional named insured.

7. Indemnity.

(a) Tenant covenants and agrees that from and after the Commencement Date, Landlord shall have no, and Tenant hereby releases Landlord from any, liability or responsibility for damages for any personal injury or injuries, death(s), damages, or losses to any person(s) or property that may be suffered or sustained by Tenant or subtenant(s) or any of their respective agents, servants, employees, patrons, customers, invitees, visitors, licensees, departments, and concessionaires or by any other person or persons in, on or about the Property or any part thereof, arising from Tenant's failure to keep or cause to be kept the Property in good condition and repair, or arising from the use or occupancy of the Property by Tenant or subtenant(s) or any of their respective agents, servants, employees, patrons, customers, invitees, visitors, licensees,



departments, and concessionaires. Notwithstanding the above, nothing herein shall be construed or deemed a waiver of tenant's rights and immunity under the Maine Tort Claims Act.

(b) Tenant covenants and agrees to indemnify and save Landlord harmless from and against any and all liability, costs and expenses, including reasonable attorneys fees, for damages, losses, injuries, or death to persons or damages or losses to property which may be imposed upon or incurred by or asserted against Landlord as to any of the matters, provisions and conditions set forth in Section 7(a); in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense, with counsel satisfactory to Landlord.

(c) Landlord covenants and agrees to indemnify and save Tenant harmless from and against all liability costs and expenses, including reasonable attorney's fees, for damages, losses, injuries, or death to persons or damages or losses to property which may be imposed upon or incurred by or asserted against Tenant in any action or proceeding against Tenant arising from the negligent acts or omissions of Landlord, its agents, servants, employees, or invitees.

8. Condemnation. If the entire Demised Premises is taken by the exercise of the right of eminent domain, then this Lease shall terminate as of the date of taking of possession by the condemning authorities with the same force and effect as if said date had been originally fixed herein as the expiration date of the Term of this Lease. In the event the Lease shall terminate or be terminated, the Purchase Price due under paragraph 2(b) less the amount paid by the condemning authority to Landlord shall be paid by Tenant to Landlord within 30 days of said taking.

9. Leasehold Financing.

(a.) Notwithstanding anything to the contrary contained in this Lease, Tenant shall have the right, at any time and from time to time, to mortgage its Leasehold interest herein demised on such terms, conditions, and maturity as Tenant shall determine, and to enter into any and all extensions, modifications, amendments, replacement(s), and refinancing(s) of any such Leasehold mortgage as Tenant may desire. Any such Leasehold mortgage (the "Leasehold Mortgage") shall be subject and subordinate to the terms and provisions of this Lease. In no event shall the Leasehold Mortgage encumber Landlord's fee interests in the Demised Premises, nor shall Landlord be obligated to execute any instrument in connection therewith.

(b.) If Tenant shall mortgage said Leasehold interest, then, so long as any such Leasehold Mortgage shall remain unsatisfied of record, the following provisions shall apply, notwithstanding anything to the contrary contained in this Lease, and any pertinent provisions of this Lease shall be deemed to be amended and modified to the extent necessary so as to provide as follows:

- i. If the holder of any Leasehold Mortgage shall register with Landlord his or its name and address in writing, there shall be no cancellation, surrender, acceptance or surrender, or modification of this Lease without prior notice to such Leasehold Mortgage holder; and
- ii. If the holder of any Leasehold Mortgage shall register with Landlord his or its name and address in writing, Landlord, on serving on Tenant any notice of default or any other notice pursuant to the provisions of, or with respect to, this Lease, shall at the same time serve a duplicate counterpart of such notice on such Leasehold Mortgage holder; and



iii. Such Leasehold Mortgage holder, in the event Tenant shall be in default hereunder, shall have the right, within the period and otherwise as herein provided, to remedy or cause to be remedied such default, and Landlord shall accept such performance by or at the instigation of such Leasehold Mortgage holder as if the same had been performed by Tenant; and

iv. Notwithstanding anything herein contained to the contrary, during such time as the Leasehold Mortgage remains unsatisfied of record, if an event or events shall occur which shall entitle Landlord to terminate this Lease, and if before the expiration of thirty (30) days after the effective date of notice of termination under this Lease such Leasehold Mortgage holder shall have paid to Landlord all rent and additional rent and other payments herein provided or then in default, and shall have complied with all the other requirements of this Lease, if any, then in default, then Landlord shall not be entitled to terminate this Lease and any notice of termination theretofore given shall be void and of no effect, provided, however, that nothing herein contained shall in any way affect, diminish, or impair Landlord's right to terminate this Lease (if such default is not cured within said thirty (30) day period) or to enforce any other remedy in the event of the nonpayment of any such rent and additional rent thereafter payable by Tenant or in case of any other subsequent default in the performance of any of the obligations of Tenant hereunder, in accordance with this Lease, subject, however, to all of the provisions of this Section.

(c) If any Leasehold Mortgage holder acquires title to Tenant's interest in the Leasehold estate created hereby, such Leasehold Mortgage holder shall be obligated to assume and perform each and every one of Tenant's obligations and covenants hereunder.

10. Assignment and Subletting.

(a) This Lease may not be assigned in whole or in part. Tenant may sublet all or any portion of the Demised Premises, but any sublet shall not change the liability of the Tenant herewith, and shall be subject to the terms and conditions of this Lease and the approval of Landlord, which approval shall not be unreasonably withheld.

(b) Landlord's right to sell, convey or transfer its fee title in the Demised Premises shall at all times be subject to Tenant's option to purchase which option shall be exercisable by Tenant upon Landlord's acceptance of any bona fide purchase agreement, change of ownership of fifty (50) percent or more of Landlord or death of George Schott, except as set out in Paragraph 2 of this Lease or upon default of the Tenant which is not cured pursuant to Paragraph 11 below.

11. Default of Tenant. If, at any time subsequent to the date of this Lease, any one or more of the following events shall occur: (i) Tenant shall default in the payment of basic rent or additional rent and such default shall continue for thirty (30) days after written notice to Tenant from Landlord; (ii) Tenant shall assign, transfer, encumber, sublet or permit the use of the Premise by others except in a manner permitted in Paragraph 10 and 4; (iii) Tenant shall be adjudicated a bankrupt, whether voluntarily or involuntarily, or make any general assignment for the benefit of creditors, or take or attempt to take the benefit of insolvency, receivership or bankruptcy act, or a receiver or trustee shall be appointed for, or take possession of all or a substantial part of the property of Tenant or Tenant's leasehold interest; (iv) Tenant shall vacate

or abandon the Premises; (v) there shall be any attachment, execution or other judicial seizure of all or any substantial part of the assets of Tenant or Tenant's leasehold, which such attachment, execution or seizure is not discharged within sixty (60) days; (vi) Tenant shall default under the terms of the Ground Lease between the parties; (vii) Tenant shall default in the performance or observance or any other covenant herein contained to be performed or observed by it and shall fail to cure such default within thirty (30) days after notice thereof from Landlord or, if such default shall reasonably require longer than thirty (30) days to cure and Tenant shall fail to commence to cure such default within a reasonable time after the date of such notice thereof, and prosecute the curing and completion of same with due diligence, then in any such case, while such default exist, Landlord may, at its option, refrain from terminating Tenant's right of possession and enforce against Tenant the provisions of this Lease for the full term thereof, or give to Tenant a written notice of its intention to terminate this Lease, in which the latter event the term hereof shall expire at noon upon the thirtieth business day following the day upon which such notice is given as fully and completely as if that day was the date fixed for the expiration of the term, without the necessity of any legal process whatsoever; provided always, however, that Tenant shall remain liable to pay the monthly deficiencies throughout the full stated term of this Lease as hereinafter provided. Tenant upon such a termination of this Lease shall thereupon quit and surrender the Premises to Landlord and Landlord, its agents and servants, may, immediately or at any time thereafter, reenter the premises and dispossess the Tenant, and remove any and all persons and any or all property therefrom, either by summary possession proceedings or by any suitable action or proceeding at law, or by force or otherwise, without being liable to prosecution or damage therefor (and no person claiming through or under Tenant or by virtue of any statute or of any order of any court shall be entitled to possess force or otherwise, without being liable



to prosecution or damage therefor (and no person claiming through or under Tenant or by virtue of any statute or of any order of any court shall be entitled to possession of the Premises).

In the event of any such reentry or retaking by Landlord, Tenant shall nevertheless remain in all events liable and answerable for the full rental to the date of retaking or reentry, and Tenant shall also be and remain answerable in damages for the deficiency of loss of rents which Landlord may thereby sustain in respect of the balance of the term.

Tenant shall pay and indemnify the Landlord against all costs, charges and expenses, including reasonable counsel fees incurred by the Landlord in connection with enforcement of its rights under this lease, whether or not suit is commenced, including the collection of rents or other amounts due under this lease, or in obtaining possession of the Premises after the default of Tenant or after the Tenant's default in surrendering possession upon the expiration or earlier termination of the term of this lease or extended term, or enforcing any covenants of the Tenant herein contained.

12. Default of Landlord. In the event that the Landlord shall default in the observance or performance of any of the Landlord's covenants, obligations, or agreements hereunder and such default shall not be cured within thirty (30) days following written notice from the Tenant of such default, Tenant shall be entitled to all remedies available to Tenant at law or equity, including without limitation, the right to cure any default on behalf of the Landlord and deduct the cost of said cure from future rent payments. Default of Landlord shall include any default of Landlord pursuant to any loan documents evidencing the financing of the Demised Premises.

13. Subordination Clause. This lease shall be subject and subordinate at all times to the lien of any mortgage or encumbrances, which may now or may at any time hereafter be made a lien upon the buildings of which the Premises are a part or upon Landlord's interest therein.

Tenant shall execute and deliver such further instrument or instruments subordinating this lease to the lien of any mortgage and encumbrances as shall be desired by any mortgagee or party secured or proposed mortgagee or any party proposed to be secured; and Tenant hereby appoints Landlord the attorney in fact of Tenant, irrevocably, to execute and deliver any such instruments for Tenant. Landlord covenants and agrees that the Demised Premises shall not, except for the original financing, refinancing, modification or extension of the original financing, be pledged or used for purposes of security or collateral without the express written consent of Tenant.

14. Surrender of Premises. Tenant agrees to remove from the Premises, at the expiration or other termination of this Lease, all goods and effects not belonging to Landlord, and to surrender possession of the Premises and all fixtures and furnishings connected therewith in good repair, order and condition in all respects, reasonable wear and use thereof and damage by fire or other casualty not caused by the acts or negligence of the Tenant, its employees, agents or invitees, only excepted; and if Tenant shall have made any alterations or improvements in or to the Premises whether consented to by the Landlord or not, Tenant shall, if requested to do so by the Landlord in writing prior to the expiration of the term of this Lease, remove the same or such thereof as may be specified in such notice, and repair any damage caused by such removal, all at Tenant's expense. If Tenant shall fail to perform any of the foregoing obligations, Landlord is authorized to do so in Tenant's behalf and at Tenant's request.

15. Alterations. Subject to the provisions of this Lease, Tenant shall have the right, at all times during the continuance of this Lease and at its own cost and expense, to make such changes, improvements, alterations and additions to the Demised Premises, erect such building(s) and/or improvements thereon as Tenant may desire provided that no such changes, improvements, alterations or additions

shall diminish the value of the improvements. All alterations, additions, or improvements, whether made by the Landlord or the Tenant, shall be done in a good and workmanlike manner in full compliance with all Federal, State, and Municipal laws, ordinances, rules, and regulations and in accordance with the specifications, requirements, and standards of any regulatory authority having jurisdiction over the Premises.

Except as otherwise provided, the Landlord shall not be responsible for any costs of construction arising from alterations or the erection of any additions or improvements to be done by the Tenant, nor for any lien or other obligation involved in such repair or construction. No work may be commenced until the Tenant has provided written notice to all parties who will perform work, on behalf of the Tenant, that the Landlord will not be responsible for the same as provided in 10 M.R.S.A. §3252, as amended, or any successor thereto. The Tenant agrees to furnish the Landlord with the names, addresses, and telephone numbers of all parties to whom it shall become obligated for payment of monies for construction to be done on the Premises at the time when the Tenant shall have contracted with the parties to commence work on the Premises for the Tenant. The Tenant agrees to indemnify and hold the Landlord harmless from and against any lien or claim of the Tenant's creditors on account of such additions, alterations, or improvements. If, for any reason, a mechanic's lien is placed on the Premises as a result of work done by or for the Tenant, the Tenant shall immediately cause said lien to be extinguished or bonded over without any further request or action on the part of the Landlord, failing which the Tenant shall be in default hereunder.



16. Maintenance. Tenant shall be responsible for all maintenance which may be required to the Demised Premises during the term of this Lease. Maintenance shall include, but not be limited to, the structure, all interior and exterior systems, including the electrical, water, air conditioning and heating, and ventilation systems, and a schedule of building maintenance shall be provided to Landlord by the Tenant upon execution of this Lease. Any failure by Tenant to maintain the building and the systems to a reasonable standard shall be a default under this Lease. In addition to the right to terminate this Lease for default, Landlord reserves the right to enter the Demised Premises and to complete all required maintenance which the Tenant fails to complete and shall have the right to charge any costs associated back to the Tenant plus ten (10) percent of the cost, as additional rent. The Landlord shall not be liable for any damage occasioned by the Tenant's failure to keep the Premises in repair as set forth in this agreement.

17. Utilities. Landlord shall be responsible for bringing and hooking up all utility services to the building. Upon occupancy of the building, the Tenant shall be responsible for hooking up and paying for all utilities which may be required, including trash removal from the Premises. Landlord shall be responsible for agreed to snowplowing of parking areas for the Demised Premises, which cost shall be reimbursed by Tenant to Landlord at commercially customary price and terms as the parties may agree. Tenant shall be responsible for any snow removal from parking areas on the Demised Premises, excluding any Auburn Mall parking areas, as required, and for clearing all pedestrian walkways and accesses to the building.

18. Landlord's Right of Access. Landlord, upon twenty-four (24) hours notice to the Tenant, or without prior notice if an emergency exists, shall have the right at all reasonable times of access to the Demised Premises for inspection of the Demised Premises. If emergency access is required by the Landlord due to maintenance or other emergency issue(s), Landlord shall have

the right of immediate access but shall notify the Tenant as soon as possible following the emergency access.

19. Estoppel Certificates. Landlord and Tenant shall, without charge at any time and from time to time, within ten (10) days after the request by the other party, certify by written instrument in recordable form and deliver to the other party, or any mortgagees selected by the other party:

(a) That this Lease is unmodified and in full force and effect, (or, if there has been a modification, that the same is in full force and effect as modified and stating the modification); and

(b) The dates, if any, to which the Base Rent and additional rent, and other charges hereunder payable to Landlord have been paid in advance; and

(c) Whether, to the best of such party's knowledge, there is or is not in default in the performance of any covenant, condition or agreement to be performed by the other party and the nature of such default, if any; and

(d) Such other pertinent information as the requesting party may reasonably request.

20. Possession and Ownership Upon Termination. Upon termination of this Lease, all improvements on the property, including any improvements which have been made by the Tenant subsequent to occupancy of the Premises, shall pass with the real estate to Landlord and shall be owned solely by the Landlord.

21. Holdover. If Tenant or any party claiming through or under Tenant shall remain or continue to be in possession of the Demised Premises or any part thereof after the termination of this Lease, then, at Landlord's option, Tenant or such party or both shall be deemed to be

illegally retaining possession or Tenant or such party or both shall be deemed to be a month to month Tenant of the Demised Premises on all of the terms and conditions of this Lease.

22. Partial Invalidity. If any term, covenant, condition, or provision of this Lease or the application thereof to any person or circumstances shall, at any time or to any event, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which this Lease is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

23. Written Notices. Whenever under the terms of this Lease a written notice is required, or whenever a written notice or communication is sent, the same shall be personally delivered or given by registered or certified mail. Any such notice shall be deemed to be given on the earlier of:

- a. the term which such notice is actually received; or
- b. the third business day following its deposit with the United States Postal

Service, postage prepaid, addressed as follows:

If intended for Landlord, to:

**George Schott  
PO Box 9340  
Auburn, Maine 04210**

With a copy to:

**Daniel A. D'Auteuil, Jr.  
Isaacson & Raymond, P.A.  
PO Box 891  
Lewiston, ME 04243-0891**

If intended for Tenant, to:

**City Manager  
City of Auburn**



**60 Court Street, Suite 246  
Auburn, ME 04210**

With a copy to: **John W. Conway, Esq.  
Linnell, Choate & Webber  
P.O. Box 190  
Auburn, ME 04212-0190**

Any party may change the address to which its future notices shall be sent by notice given as above, to be effective only upon actual receipt.

24. Binding on Successors and Assigns. Except as otherwise provided in this Lease, all covenants, agreements, provisions, and conditions of this Lease shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives, successors, and assigns. No modification or termination of this Lease shall be binding unless evidenced by an agreement in writing signed by Landlord and Tenant.

25. Broker. Landlord and Tenant each warrant, covenant, and agree with the other that no broker brought about this Lease, nor was any broker involved in the negotiations leading to its consummation.

26. No Merger. Notwithstanding any provision of this Lease to the contrary, if at any time or times during the term of this Lease or any renewal(s) or extension(s) thereof, Landlord and Tenant shall be the same person, party, or entity, Landlord's and Tenant's interests shall remain separate and distinct, and shall not be merged into one estate, so as to cancel, terminate, or extinguish this Lease by law or otherwise.

27. Captions. The captions of the Sections of this instrument are solely for convenience and shall not be deemed a part of this instrument for the purpose of construing the meaning thereof, or for any other purpose.

28. Quiet Enjoyment. Landlord agrees, covenants, and warrants that as long as Tenant faithfully performs the agreement, terms, covenants, and conditions of this Lease within the grace periods and extended periods for any unavoidable delays, Tenant shall peaceably and quietly have, hold, and enjoy the Demised Premises for the term and extensions thereof hereby granted without molestation or disturbance by or from Landlord.

29. No Waiver. No waiver of any covenant or condition contained in this Lease or of any breach of any such covenant or condition shall constitute a waiver of any subsequent breach of such covenant or condition by either party, or justify or authorize the nonobservance on any other occasion of the same or any other covenant or condition hereof of either party.

30. Interpretation. This Lease shall be construed in accordance with the law of the State of Maine. Whenever the contents of any provision shall require it, the singular number shall be held to include the plural number, and vice versa. The neutral gender includes the masculine and the feminine.

31. Entire Agreement. This Lease contains the entire agreement of the parties hereto with respect to the letting and hiring of the Demised Premises described above and this Lease may not be amended, modified, released, or discharged, in whole or in part, except by an instrument in writing signed by the parties hereto, their respective successors or assigns.

32. Recording. Landlord and Tenant agree not to record this Lease, but each party hereto agrees, upon request of the other, to execute a Memorandum of Lease in recordable form and satisfactory to future Landlord and Tenant. In no event shall such memorandum set forth the rent or other charges payable by Tenant under this Lease and any such memorandum shall expressly state it is executed pursuant to the provisions contained in this Lease and is not intended to vary the terms and conditions hereof.

33. Contingencies.

(a) This Lease Agreement is subject to final approval by the Auburn City Council.

Following Auburn City Council approval, in the case that there is a voter initiative referendum which meets the requirements of the City of Auburn Charter to require reconsideration of the City Council order to approve the lease, the obligations under the lease shall be suspended until a vote of reconsideration is held and the results are confirmed. During the period of the referendum, Tenant will reimburse the Landlord for expenses actually incurred for construction of the ice arena, not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00). Any amounts exceeding the \$250,000.00 shall be the expense of the Landlord and will only be reimbursed if the referendum fails to reverse the City Council approval of the lease, and the ice arena is actually constructed to specification.

(b) Notwithstanding the terms and conditions of this Lease, if, at any time, the legislative body for the City of Auburn fails to appropriate monies for the payment of rent required by this Lease, Tenant shall so notify Landlord of the non-appropriation, and this Lease shall terminate, subject to the conditions set out in subparagraph (c) of this paragraph.

(c) In case of the City exercising its right of non-appropriation, it shall give the Landlord two year's written notice of such non-appropriation. During the notice period the Tenant shall remain obligated under the Lease and shall also be liable for two year's additional rental payments following the termination of the Lease. Said amount shall be due and payable one year following the end of the non-appropriation notice period.

(d) In case of non-appropriation the City agrees not to construct, on its own or together with any third party, an ice arena which would compete with the Demised Premises for the duration of Landlord's ownership of the ice arena or ten years, whichever is less. For



purposes of this section, Landlord shall be deemed to have ceased ownership if the Landlord's principle, George Schott, shall sell, convey or transfer 50% or more of ownership interests in Landlord. In case of breach of this provision, Landlord shall be entitled to injunctive relief, together with any remedies available at law.

34. Late Charge. Notwithstanding the foregoing, in the event that the Tenant fails to pay any rental amount within the same period allowed by Landlord's Lender but in no event greater than 15 days from the date when due, the Landlord shall have the right to impose a late charge of Five Percent (5%) per month for each month that the rent remains unpaid; provided, however, that the imposition of such a late charge by the Landlord shall not constitute a waiver of the Tenant's default by the Landlord or otherwise prevent the Landlord from pursuing any other remedies available to the Landlord under this Lease.

35. No Joint Venture: Landlord shall not become or be deemed to be a partner or joint venturer with Tenant by reason of the provisions of this Lease.

36. Ice Arena Construction: (a) Specifications: Landlord agrees to construct an Ice Arena (the "Ice Arena") and related site improvements on the Premises pursuant to the following specifications (the "Specifications"): as set forth in Exhibit C.

37. Net Lease: The parties acknowledge that it is their intention that this Lease shall be an absolute net lease, so-called, and that except as otherwise expressly provided herein, Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations in, about or to the Premise and Tenant shall assume full and sole responsibility for the condition, operation, repair, replacement, and maintenance of the Premises, including the Ice Arena and all other improvements located thereon and hereby waives any rights created by any law now or hereafter in force that would require Landlord to make repairs to the Premises.

38. Environmental: (a) For purposes of this Lease, the term “Hazardous Materials” shall mean and include any and all hazardous, pathological, radioactive, special, medical, toxic or dangerous waste substance or material, including pollutants, contaminants, underground storage tanks, asbestos, waste oil, lube oil, fuel and petroleum products, defined in, or regulated by, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 USC Section 9601, et. seq.), the Hazardous Materials Transportation Act (49 USC Section 1802, et. seq.) and the Resource Conservation and Recovery Act (42 USC Section 6901, et. seq.) or any other federal, state or local statute, law, ordinance, code, rule, regulation, guideline, order or decree regulating, relating to or imposing liability or standards of conduct concerning the environment or any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect (collectively, “Environmental Laws”).

(b) Tenant agrees, at its sole expense, to comply with all Environmental Laws affecting the Premises. Tenant shall not install any underground storage tanks on the Premises. Tenant shall not discharge, release, store, create, use, move onto or remove from the Leased Premises any Hazardous Materials. Upon request of Landlord, Tenant shall provide Landlord with a material safety data sheet with respect to each Hazardous Material which Tenant utilizes on the Premises. If Landlord, in its sole judgment, reasonably believes, in good faith, that Tenant has caused the Premises or the surrounding environment to become contaminated with Hazardous Materials or that Tenant has violated any Environmental Laws, Landlord may, in addition to its other rights under this Lease, enter upon the Premises and obtain samples from the Premises, including the soil and groundwater, to determine whether and to what extent the Premises or the surrounding environment have become contaminated. Such testing shall be performed at Landlord’s expense unless such tests indicate that Tenant has contaminated the Premises or the environment with

Hazardous Materials or that Tenant has violated any Environmental Laws, in which case Tenant shall pay the cost of such testing upon demand. In the event that it is found that Tenant contaminated the Premises or the environment with Hazardous Materials, Tenant shall take all necessary steps to fully remove such Hazardous Material from the Premises, any adjacent property and the environment including, but not limited to, the cost of any required or necessary repair, cleanup or detoxification and preparation of any closure or other remediation plans in connection therewith, all to the reasonable satisfaction of Landlord. Tenant further covenants and agrees: (i) that, with respect to any Hazardous Materials which Tenant, its agents or employees, may use, handle, store or generate in the conduct of its business at the Premises Tenant will comply with all applicable Environmental Laws which relate to the treatment, storage, transportation and handling of the Hazardous Materials; (ii) that Tenant will in no event permit or cause any disposal of Hazardous Materials in, on or about the Premises and in particular will not deposit any Hazardous Materials in, on or about the floor or in any drainage system or in the trash containers which are customarily used for the disposal of solid waste; (iii) that with respect to any off-site disposal, shipment, storage, recycling or transportation of any Hazardous Materials, it shall properly package the Hazardous Materials and shall cause to be executed and duly filed and retained all records required by federal, state or local law; (iv) that at all reasonable times, upon reasonable prior notice, it shall permit Landlord or its agent or employees to enter the Premises to inspect the same for compliance with the terms of this Section and will further provide upon ten (10) days notice from Landlord copies of all records which Tenant may be obligated to obtain and keep in accordance with the terms of this Section 39; (v) that upon termination of this Lease, it shall at Tenant's expense, remove all Hazardous Materials placed on the Premises by Tenant from the Premises and, if applicable, comply with Maine and federal law as the same may be amended from



time to time, including without limitation Chapter 851 of the Regulations for the Maine Department of Environmental Protection, Section 11 relating to “Closure.”

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be duly

executed the day and year first above written.

WITNESS

\_\_\_\_\_

SLAP SHOT, LLC

By: \_\_\_\_\_  
George Schott  
Its: MANAGER

WITNESS

\_\_\_\_\_

CITY OF AUBURN

By: \_\_\_\_\_  
Its: \_\_\_\_\_

## Exhibit B

### Lease Commencement Contingencies

The Commencement Date of the lease shall occur upon completion to the reasonable satisfaction of the Tenant:

1. Ice Arena completed to specifications, all punch list items completed, all lien waivers received from contractors, subcontractors, material suppliers; all approvals and permits required in final form; building approved for occupancy ("Occupancy Date").  
If occupancy of the Premises is available to Tenant prior to full completion of the improvements, and the Tenant chooses to occupy the Premises, despite the fact that all improvements are not complete, then this shall be deemed the "Partial Occupancy Date", and all interest which is to accrue prior to July 1, 2014 shall be based on the agreed upon project value as partially complete ("Occupancy Value"), unless full occupancy occurs within 30 days of Partial Occupancy Date, in which case the full project value shall be used to compute any accrued interest.
2. Landlord obtains all financing to his satisfaction. All financing of Landlord includes the condition that Tenant is to be notified of any default at same time as Landlord, and Tenant is authorized to receive all information regarding loan status and is authorized to make loan payments directly to any lender in lieu of rent.



Mayor LaBonte called the meeting to order at 7:00 P.M. in the Council Chambers of Auburn Hall and led the assembly in the salute to the flag. Councilors Young and Shea had excused absences. All other Councilors were present.

**I. Consent Items\***

**1. Order 92-10212013\***

Appointment of Wardens and Ward Clerks for the November 5, 2013 Election.

**2. Order 93-10212013\***

Authorizing the City Manager to transfer funds from Auburn's salary account (sick leave donations) to 9-1-1's salary account.

**3. Order 94-10212013\***

Approving the request for temporary sign placement for the Auburn Ski Association.

**4. Order 95-10212013\***

Approving the request for temporary sign placement for the St. Dom's Academy.

Motion was made by Councilor LaFontaine and seconded by Councilor Walker to approve the consent items. Passage 5-0.

**II. Minutes**

Motion was made by Councilor LaFontaine and seconded by Councilor Hayes to approve the minutes of October 7, 2013. Passage 4-0-1 (Councilor Crowley abstained from voting because she was not present at the October 7, 2013 meeting).

**III. Reports**

**Mayor's Report**

**City Councilors' Reports** -- Councilors Gerry and Walker reported. Councilor Crowley submitted a written report and reported on an additional item.

**Finance Director, Jill Eastman** -- September 2013 Monthly Finance Report

Motion was made by Councilor Gerry and seconded by Councilor LaFontaine to accept and place on file the September 2013 finance report. Passage 5-0.

**IV. Communications, Presentations and Recognitions**

- Portrait presentation -- Former Mayor Normand Guay

- Proclamation – Recognizing Chief of Police, Phil Crowell for being elected President of the Maine Chiefs of Police Association.

*This item is to be postponed until the meeting of November 4, 2013.*

Mayor LaBonté proclaimed Thursday, October 24, 2013 as “Food Day in Auburn”

**V. Open Session - Joe Gray, Sopers Mill Road – Ingersoll Arena and Matrix report**

**VI. Unfinished Business**

**1. Order 77-09162013**

Adopting the addendum to the City of Auburn’s Joint Purchasing and Procurement Policy that was adopted by City Council on January 2, 2013.

Motion was made by Councilor LaFontaine and seconded by Councilor Crowley to adopt the addendum to the City of Auburn’s Joint Purchasing and Procurement Policy that was adopted by City Council on January 2, 2013.

Public comment – No one from the public spoke.

Passage 5-0.

**2. Ordinance 12-10072013**

Adopting the General Assistance overall maximums. Second reading.

Motion by Councilor LaFontaine and seconded by Councilor Crowley to adopt the General Assistance overall maximums.

Motion by Councilor LaFontaine and seconded by Councilor Crowley to amend by including State changes to the Appendices B-Food Maximum.

Passage of amendment, 5-0.

Public comment – No one from the public spoke.

Passage of the ordinance as amended, 5-0 (roll call vote Councilors Shea and Young absent).

**3. Ordinance 13-10072013**

Adopting the General Assistance Ordinance. Second reading.

Motion by Councilor LaFontaine and seconded by Councilor Walker to adopt the General Assistance Ordinance.

**IN COUNCIL SPECIAL MEETING OCTOBER 21, 2013 VOL. 33 PAGE 189**

Public comment – No one from the public spoke.

Passage, 5-0 (roll call vote Councilors Shea and Young absent).

**VII. New Business – No new business**

**VIII. Executive Session**

Motion was made by Councilor Walker and seconded by Councilor LaFontaine to suspend the rules to add an executive session and add an item to the agenda. Passage 4-1 (Councilor Crowley opposed).

Motion was made by Councilor LaFontaine and seconded by Councilor Walker to enter into executive session. Passage 4-1 (Councilor Crowley opposed), 7:51 P.M.

The Mayor declared Council out of executive session at 7:59 P.M.

A motion was made by Councilor LaFontaine and seconded by Councilor Walker that the City Council authorizes the City Manager to enter into negotiations to purchase property at 88 Newbury Street, Auburn, Maine to improve public river access and long term connectivity of recreational assets along the Little and Big Androscoggin Rivers. This is Order 96-10212013. Passage 4-1 (Councilor Crowley opposed).

**IX. Open Session – No one from the public spoke**

**X. Adjournment**

Motion was made by Councilor LaFontaine and seconded by Councilor Walker to adjourn. Passage 5-0, 8:01 P.M.

A True Copy.

ATTEST   
Susan Clements-Dallaire, City Clerk



## **IN COUNCIL SPECIAL MEETING NOVEMBER 4, 2013 VOL. 33 PAGE 190**

Mayor LaBonte called the meeting to order at 7:08 P.M. in the Council Chambers of Auburn Hall and led the assembly in the salute to the flag. All Councilors were present.

### **I. Consent Items\***

#### **1. Order 97-11042013\***

Appointment of Warden and Ward Clerk for the November 5, 2013 Election.

#### **2. Order 98-11042013\***

Confirming Chief Crowell's appointment of Katherine D. Avery, Joseph M. Correia and Joseph T. Miville as Constables with a firearm for the Auburn Police Department.

Motion was made by Councilor LaFontaine and seconded by Councilor Hayes to approve the consent items. Passage 7-0.

### **II. Minutes**

- October 21, 2013 Regular Council Meeting

Motion was made by Councilor LaFontaine and seconded by Councilor Gerry. After some Council discussion, both Councilors withdrew their motion and postponed this item to the 11/18/2013 meeting.

### **III. Reports**

**Mayor's Report** – reported

**City Manager's Report** – reported

**City Committee Reports** – Councilor Crowley submitted written reports.

**Councilor Reports**- Councilor Crowley reported.

### **IV. Communications, Presentations and Recognitions**

- Proclamation – Recognizing Chief of Police, Phil Crowell for being elected President of the Maine Chiefs of Police Association.
- 2013 Auburn Book Project Winner – Oliver Hall

### **V. Open Session** - No one from the public spoke.

### **VI. Unfinished Business**

#### **1. Order 86-10072013**

## **IN COUNCIL SPECIAL MEETING NOVEMBER 4, 2013 VOL. 33 PAGE 191**

Approving the renewal of an Auto Graveyard/Junkyard permit for Morris Auto Parts – Public hearing.

Motion was made by Councilor LaFontaine and seconded by Councilor Hayes to postpone this item until December 16, 2013 per staff recommendation. Passage 7-0.

### **VII. New Business**

#### **1. Ordinance 14-11042013**

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

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

Public comment – Andy Titus, Lamplighter Circle.

Passage of first reading 7-0 (roll call vote).

### **VIII. Open Session – No one from the public spoke**

### **IX. Executive Session**

- MSEA labor negotiations discussion, pursuant to 1 M.R.S.A. §405(6)(D). Motion was made by Councilor LaFontaine and seconded by Councilor Walker to enter into executive session. Passage 7-0, 7:59 P.M.

The Mayor declared Council out of executive session at 8:36 P.M.

- Labor negotiations update (Fire, MAP Patrol, MAP Command), pursuant to 1 M.R.S.A. §405(6)(D). Motion was made by Councilor Shea and seconded by Councilor Walker to enter into executive session (Councilors Gerry and LaFontaine were not in the room). Passage 5-0, 8:37 P.M.

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

*Council continued workshop discussions (on Lewiston/Auburn Transit Committee and the Repurposing of Ingersoll Arena).*

### **X. Adjournment**

Motion was made by Councilor LaFontaine and seconded by Councilor Walker to adjourn. Passage 7-0. 9:39 P.M.

**IN COUNCIL SPECIAL MEETING NOVEMBER 4, 2013 VOL. 33 PAGE 192**

A True Copy.

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



## Auburn Ward 1 Report for Meeting Monday 2013.11.18

**Prepared:** Wednesday 2013.11.13  
**TO:** Residents of Auburn and the Auburn City Council  
**FROM:** Tizz E. H. Crowley- Auburn City Council Ward 1

**“Thank you”**- Thank you to all our **Veterans** who proudly served our community and our county. It was an honor to join recognition activities on Monday, November 11<sup>th</sup>. The **L & A Veterans’ Council** Musical Tribute and Pass In Review was quite impressive. The music performance by “Just Us” was entertaining, but the color guard parade stirred appreciation in the hearts of all observers as we remembered our own family members who are/were Veterans.



Thank you to the **Auburn-Lewiston Firefighters** who hosted the Chili event for all the community at American Legion Post 153. And of course, no Veterans’ Day would be complete without the laying of wreaths, which four very young men (looked ages 6-10) did with reverence and pride at the Veterans’ Memorial Park.

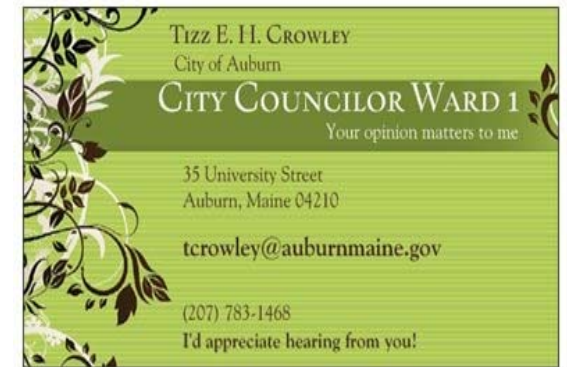
It would be nice if next Veterans’ Day there was a remembrance program or event in Auburn. If any resident is interested in working on such a project, please contact me.

Thank you for the opportunity to be a guest judge for the costume contest on **Fright Night** here in Auburn. It was a tough decision to select only one of the scariest, one of the sweetest and the best overall costume. The children were terrific, the event fun, and amazing cookies from the **PAL students**- hundreds and hundreds of them. Your hard work was enjoyed.

Thank you to **Legends Sports Bar**, the newest eatery in Auburn, for an enjoyable Friday evening at your opening and ribbon cutting event. The new owners, Dan and Melinda Small, are great and committed to helping our community. The Smalls decided early that they wanted the pool hall to have a mission of helping and giving back. They plan to partner with groups and individuals frequently for fundraisers and have started a Heroes Award, a surprise platter of food and a “thank you” that will be given out at least once a month.



Thank you to all the **Auburn residents who came out to vote** on Tuesday. It is always fun to be at our polling place, Washburn School, and meet many friends and neighbors. I was honored to meet a new voter- **Michael Kennedy** who lives in Ward 1. It was his first time voting and I know I’ll see him at the polls every occasion.



**Dates to watch-** This coming weekend will be "**A Season to Remember-Three Days of Celebration**" as we say "good bye" to Ingersoll Ice Arena and "welcome" to the Norway Savings Bank Arena this Friday November 15<sup>th</sup> thru Sunday November 17<sup>th</sup>. It will be three days of celebration and fun transitioning from Ingersoll Arena to the new state of the art Norway Savings Bank Arena, on Turner St. Food, raffles, and hockey... lots and lots of hockey. I plan to participate in the public skate on Friday night at the new place. I haven't been on skates for more than 14 years... they say it's like riding a bike.

Cheer on our Girls' team, closing out Saturday at Norway Savings Bank Arena. High School Hockey opens its 2013-14 Girls High School Season with the **Red Hornets Round Robin**. Starting at 5:00 pm, girls' teams from around the state travel to Auburn to participate in the Annual Girls Hockey Round Robin. It's the first tournament to be held at the Arena, and the first opportunity for Maine High School teams to experience play at the arena.



The community will be welcomed for the final public skate session at Ingersoll arena on **Sunday, "The Last Dance", from 2:00-4:00 pm**. This will be the final chance to celebrate the memories of youth, skating when the facility was a flooded field, to a community icon for hockey- Skating, food, and memories. Parents, Grandparents and kids alike are invited to skate one last time at Ingersoll Arena. I expect to be there if I survive Friday's skate.

"Pack the Ice": Following the "Last Dance" Ingersoll Arena Staff, community members and regional hockey players are invited **to pack the ice for a ceremonial photo**. We are trying to pack the ice with approximately 300 participants for a wide angle photo commemorating the history and commitment of the community behind the facility. Participants should arrive for registration at 4:15pm, and be on ice and ready for the picture at 4:45pm. We want you in the photo and to be there for the last good-bye.



**Wednesday November 20<sup>th</sup>** there is a **public hearing on water rate increase** scheduled for 5pm at Auburn City Hall. The notice for a 9.80% rate increase effective January 1, 2014 was reviewed and approved by the Auburn Water District Trustees. The minimum water bill would move from \$32.29 per quarter to \$35.46 per quarter. For more information go to the Auburn Water District website: <http://www.awsd.org/Auburn%20Water%20-%20initial%20rate%20filing.pdf>.

**Wednesday November 20<sup>th</sup>** there is a public hearing on the **proposed Androscoggin County Budget for 2014** at the Androscoggin County Court House in the Law Library starting at 6pm. The proposed budget would require a 0.99% increase in the amount of taxes to be raised. As an elected member of the County Budget Committee, I realize we did make great improvement from the 2.49% tax increase presented by the commissioners at our first work session. I believe there is still room for cuts but we could not get the required 11 of the 13 members of the budget committee to agree. The Commissioners and the Budget Committee need to hear from Auburn residents or expect to pay \$2,046,879.45 in county taxes for 2014. You can't complain if you don't speak up now to the people who have the authority to make changes. You may review the entire county budget by going to [www.androscoggincountymaine.gov](http://www.androscoggincountymaine.gov).



**Friday November 22<sup>nd</sup>** please join me at the **Great Gatsby Party** to be held at the Ramada Inn to benefit Museum LA. The museum needs our support. I am gathering a group to enjoy the music and entertainment, but most of all the pleasure of

some great company. Individuals are most welcome, as are couples and small groups to my table. Just tell the Museum staff we are sitting together when you order your tickets.

Museum L-A will be celebrating the end of Prohibition and the "Roaring Twenties" era with an elegant Great Gatsby Party on Friday, November 22 **at the Ramada Inn from 7-11pm**. This will be a legendary event, reminiscent of Jay Gatsby's parties in F. Scott Fitzgerald's novel.

Dance under a piece of history-the chandelier from Lewiston's Empire Theatre! The Mike Willette Swing Band will set the tone for dancing and entertainment. All guests are encouraged - but not required - to attend in costumes or fancy attires, preferably wearing 1920s clothes. This event is being presented in conjunction with "The Roaring 20s to Swing" exhibition focusing on the musical, cultural, social, and historical influences and events of that era.



For adults only age 21 and over. Purchase tickets online at <http://psst.museumla.org/> FMI: <http://www.museumla.org/great-gatsby-party> or 207-333-3881. **All proceeds benefit Museum L-A.**, 7:00 PM, Ramada Inn, 207-333-3881, [sbeane@museumla.org](mailto:sbeane@museumla.org).



**Saturday, November 23<sup>rd</sup>** is a **Community Clean-Up Day** around **Washburn School**. The place is a mess and we need your help to get rid of the trash. The students want to play outside, especially when winter arrives, but it has to be safe. Volunteers are needed from 10am to 2pm. If you can't come for the full time, consider helping for an hour. Families are welcome. Remember to wear work clothes and bring trash bags. We hope the City will help with pickup of the bagged and collected trash the following week.

**Wednesday, November 27<sup>th</sup>** is first night of **Chanukkah (Festival of Lights)**. This festival was instituted by Judas Maccabaeus in 165 B.C. to celebrate the purification of the Temple of Jerusalem, which had been desecrated three years earlier by Antiochus Epiphanes, who set up a pagan altar and offered sacrifices to Zeus Olympius. In Jewish homes, a lamp or candle is lighted on each night of the eight-day festival. Note that in the Jewish calendar, a holiday begins on the sunset of the previous day, so observing Jews will celebrate Chanukah on the sunset of Wednesday, the **27th of November**. Most of us appreciate and celebrate Miracles, so we can celebrate and enjoy the message of this holiday .

**Thursday, November 28<sup>th</sup>** is **Thanksgiving**. A federal holiday observed the fourth Thursday in November by an act of Congress (1941), it was the first such national proclamation issued by President Lincoln in 1863, on the urging of Mrs. Sarah J. Hale, editor of Godey's Lady's Book. Most Americans believe that the holiday dates back to the day of thanks ordered by Governor Bradford of Plymouth Colony in New England in 1621, but scholars point out that **"Days of Thanks"** stem from ancient times. As an example in ancient Egypt, around October, when the land might be firm enough to plant, there were always rites surrounding these agricultural operations.





WHEN YOU SHOP SMALL  
 AT INDEPENDENT, LOCALLY OWNED BUSINESSES,  
**52%** OF WHAT YOU SPEND STAYS  
 RIGHT IN YOUR COMMUNITY,  
 SUPPORTING LOCAL ORGANIZATIONS AND SERVICES.

\*\*Source: American Booksellers Association Indie Impact Study Series survey of independent, locally-owned business owners, conducted by Civic Economics July 2012–Sept

**Saturday, November 30<sup>th</sup>** is Small Business Saturday. Started in 2010, **Small Business Saturday** is a national promotion urging customers to buy in local small businesses. Small Business Saturday is sandwiched between Black Friday, the huge shopping day that starts on Thanksgiving night and Cyber Monday. Shoppers can benefit in two important ways by buying locally. Locally owned stores may not be able to compete with big chain stores on price for every item; but where they can shine is in terms of customer service and selection.

Check out our local stories and you'll find a number of small creative industries, the wonderful selection enjoyed by shoppers — for jewelry, clothing, gift items, housewares items including pottery, art, music, small batch food items, and even toys — simply cannot be matched by the big chain stores, which work on the basis of large inventories.

It's not an either/or proposition of choosing to shop at the big retailers over small stores or vice versa. Rather, say the campaign organizers, it's about "realizing how important small businesses and entrepreneurship are to our local quality of life." Think and Shop Local- Shop Auburn.

**Wednesday, December 4<sup>th</sup>** is **The Holiday Celebration and Parade of Lights** here in Auburn-Lewiston. This family friendly event highlights holidays that are celebrated in December. Activities are FREE for all ages and include the "Parade of Light," stories, arts and crafts at the Auburn Public Library, tree and menorah lighting ceremonies, pictures with Santa and Mrs. Claus, wagon rides, band and chorale performances and light refreshments. Activities begin at 4:00pm and the **Parade commences at 6:00pm**. Please contact the City Manager 333-6600 ext 1212 if you'd like to participate in the parade or need more information such at the starting location.

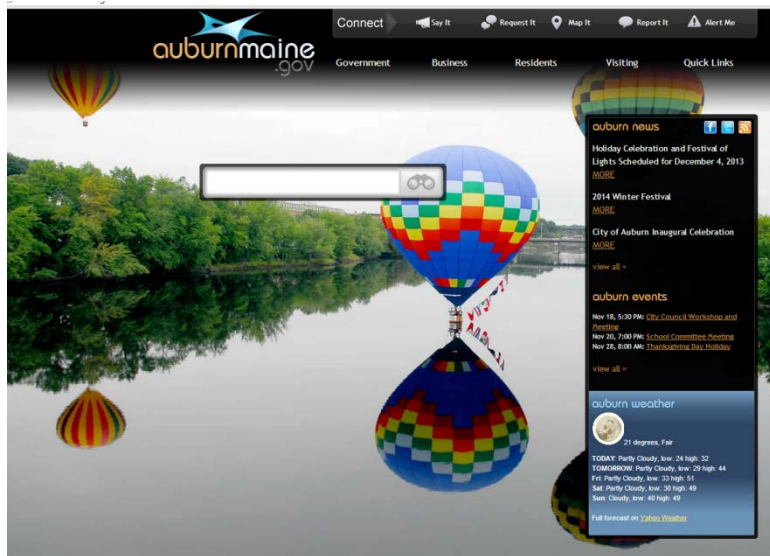


**Monday, December 9<sup>th</sup>**- the public is welcome to attend the **City of Auburn's Inauguration** of Mayor LaBonte, members of the City Council and the School Committee. The event will be held at **Edward Little High School**. The program **begins at 6pm**. See your invitation later in this packet.

**Visiting Hours-** There will be no visiting hours on the fourth Thursday of November because of the Thanksgiving holiday. Regular hours will resume in December on Tuesday, December 10<sup>th</sup> from 2-4pm and Thursday December 26<sup>th</sup> from 5-7pm. All visiting hours are held at the Auburn Public Library.

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

**How to use the "Report It" or "Request It" feature on the City website:** Many residents call me when they see a situation that needs attention, like a burnt out street light, or when there is a question, such as why Public Works sweeps the same street several times. The best way to get prompt attention is to use the City website. It's easy, here's a photo example of each step:



From the home page: Click on the “request it” button in the upper section of the screen.

You will see this screen and a form to complete. It’s simple and only a few fields of information are required. To send your request hit the “submit” button.

The next screen will indicate your request has been received. The City assigns a tracking number for follow up. You will also receive an email confirmation, a reply when the request is addressed and a notice when the ticket is closed.

Don’t believe it or would like to see your message? Enter the ticket number assigned, remember it will start with a letter.

It is that easy. Watch for the reply in your email. I’d like to know about your success so maybe you will forward a copy email reply received. Thanks so much when you do send it along to me.

**A Citizen-Initiated Petition to Change an Ordinance:** A neighborhood in Ward 1 is having difficulties with squirrels, raccoons, and other critters because a resident is leaving out food for these animals. In a congested living area, with houses/condominiums close together, it creates a health risk and may lead to property damage. Neighbors are interested in a change in Auburn, similar to the Bangor ordinance which prohibits the feeding of wild animals. Expect to see the residents present the request in the coming months. The risks to feeding wild animals include creation of an unclean, unsafe, and unsanitary condition; results in the accumulation of droppings or feces; attracts other wildlife, vermin, or pests; creates an unreasonable disturbance for neighbors; can constitute a private or public nuisance; or otherwise deleteriously affects the quiet enjoyment by others of private or public property.



**Winter Fest:** the dates have been announced Friday, January 24<sup>th</sup> through Sunday, January 26<sup>th</sup>. Plans have been in the works for weeks, but individuals and organizations wishing to participate by hosting an activity, volunteering to help another event, or by providing some needed resources are welcome. Please contact me or the City Manager if your group wants to join in. Everyone should plan to enjoy Winter Fest in Auburn this particular weekend in January. Programs and activities are to be scheduled throughout the City-most are free or low costs to participate.

**RFP for Food Services at the Airport:** We are still waiting to hear the decision on the submitted responses to an RFP for food services at the Airport. The constituent has been doing the work, but has kept me informed as I update her on airport board meetings and such.

**I wonder if anyone is really listening.** In the next 4-8 weeks the City of Auburn is expected to sign four labor contracts with various employee groups. Androscoggin County has been in negotiations for over a year with employees. I also have been working with Water and Sewer Trustees on the proposed budgets for 2014 and the needed rate increases. In our community conversations and listening to residents who stop and chat- residents support equality education and want to control taxes. I think we can do both, but we can't just keep doing the same thing.



For two years, I've tried to get the decision making bodies to have a realistic conversation about continuing to provide family health insurance premium benefits where the city/county/district pays 85% of family health insurance costs. Salaries and benefits are the biggest segment of our budgets. We need to remain competitive with wages- that is competitive with our community and regional standards for private and public sectors. In the past, public servants were typically paid less salary but provided better benefits such as health insurance and retirement. No longer is there a significant difference in wages and the cost of health insurance and defined benefit plans are too great for most businesses- so business has changed. In the area of health insurance, for months I have issued a challenge- find me a business, not a government or quasi government organization, within 100 miles of Androscoggin County providing the health insurance benefits we are being



asked to pay for our employees. No one has responded with an answer. Family health insurance premiums are in the \$17,000/year range. This means the 85% of premium paid by the city/county/district is over \$14,000 and growing.

I am not suggesting we cut off all family health insurance premium benefits in one year. I've suggested a three year plan where the city/county/district would pick up 100% of the individual costs for health insurance for the FY 14 year, while lower the family benefits 25% the first year, 35% the second year, and the balance in year three. For years two and three, employees would only pay any increase in the individual premium. I would take any savings above our current year's cost and split the amount between taxpayer savings and increased funds for wages. The hope is to control future costs to the city/county/district, while providing a more equitable benefits for employees doing the same job.

Take the example of two individuals doing the identical job and I suggested we pay \$9,000/ year more in compensation to the male individual- everyone would be up in arms: it is unfair to pay different amounts based on sex. If I used the same example but suggested we pay the \$9,000/year more to the person of a specific race, ethnicity, or religion- everyone would object. I agree, these suggestions would not be appropriated. How then, can we, as employers, continue to pay significantly different amounts in benefits based on the marital status?

In two years, we have not had this discussion. We're "too busy" in the budget season, we're "under a contract" most of the year, we "can't go back" when beginning negotiations- so when will be the time to have such a frank conversation? I believe the four contracts to be considered by the City will be for a 3 year period, so the new Council won't even get a chance to weigh in on the costs.

I'm sure I'll hear from several employees if they read my report; but the question that I would want answered is "why do more than 75% of the City of Auburn employees NOT LIVE IN AUBURN? How can we recognize and support the employees who do live and work here... and pay the taxes? As "crazy" as it may sound, many businesses give discounts to employees- should we, could we provide some discount on a tax bill for employees who reside in our city? I look forward to some interesting conversations.

In closing,



"May rich blessings -  
Plenty, peace and prosperity  
be yours this Thanksgiving Day."

Warmest wishes to all this holiday!

*Tizz*



## Happy Holidays!

As we begin the season of Thanksgiving and Celebrations, I'd

like to invite you and your family to our community Inauguration.

I am honored by the trust and confidence you have placed in me and I promise to work hard on your behalf. Please stay in touch with me during the coming term- share your thoughts and ideas. They are valued.

I am lucky to call Auburn my hometown. My wish for all is that living here will be enjoyable and memorable... it is the little things that matter.

May this season of hope bring your family joy and peace!

*Tizz*

**Tizz E. H. Crowley**  
**Auburn City Councilor Ward 1**



*The City of Auburn*  
*requests the honor of your presence to attend the*  
*Inauguration of*

*Jonathan P. LaBonte'*

*as Mayor of Auburn*  
*and*

*Members of the City Council*

*and*

*School Committee*

*on Monday, the ninth of December*  
*two thousand and thirteen at 6:00p.m.*

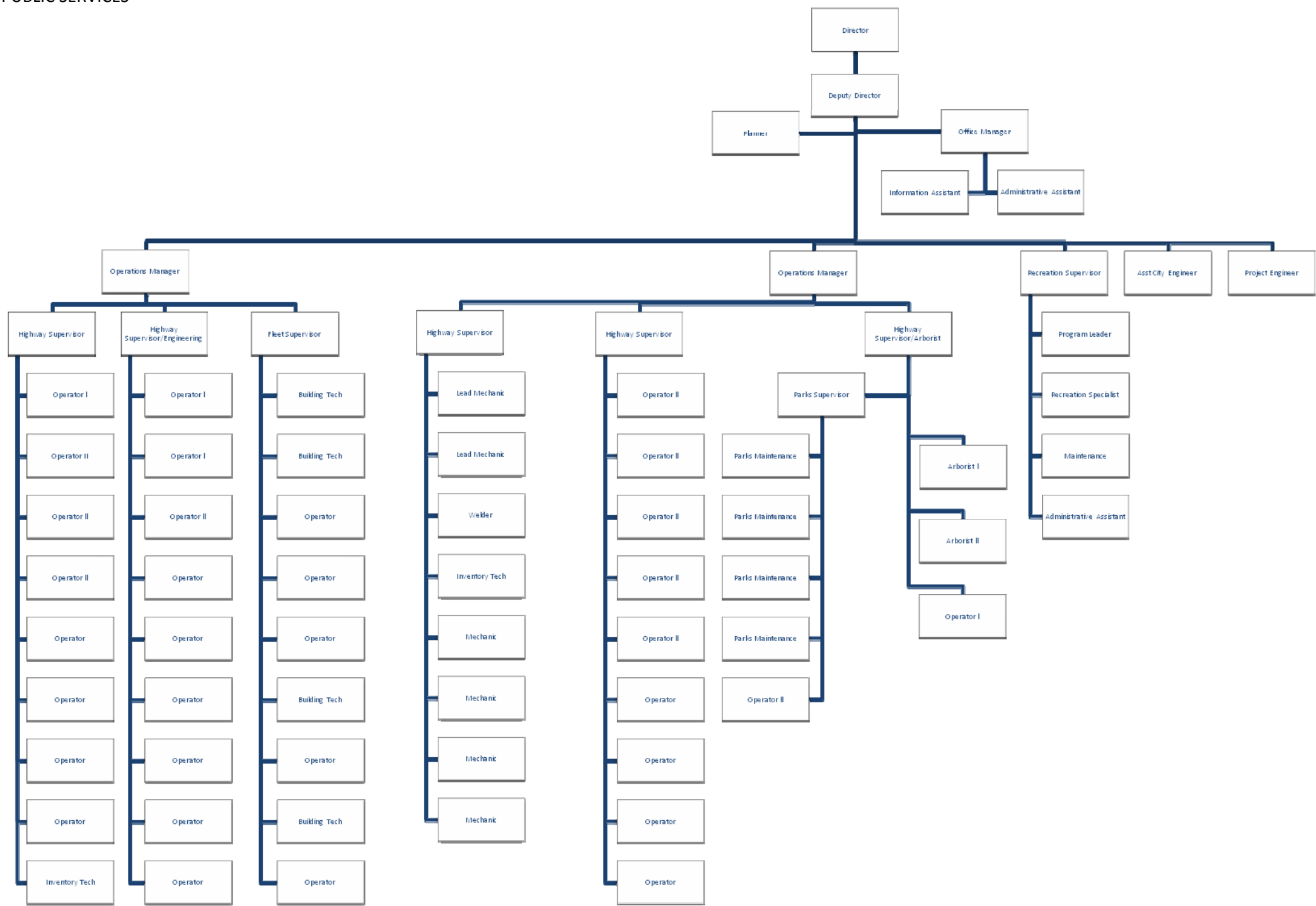
*Edward Little High School*  
*77 Harris Street*  
*Auburn, Maine*

*Reception with refreshments immediately following*

**Will you be joining us?**

Kindly visit: [www.surveymonkey.com/s/AuburnInauguralCelebration](http://www.surveymonkey.com/s/AuburnInauguralCelebration) to  
reply to this invitation. To reply by telephone,  
please call 207.333.6601 ext. 1222

PUBLIC SERVICES





# City of Auburn, Maine

*"Maine's City of Opportunity"*

## Financial Services



**TO: Clinton Deschene, City Manager**

**FROM: Jill Eastman, Finance Director**

**REF: October 2013 Financial Report**

**DATE: November 12, 2013**

The following is a discussion regarding the significant variances found in the City's October financial report. Please note that although the monthly financial report contains amounts reported by the School Department, this discussion is limited to the City's financial results and does not attempt to explain any variances for the School Department.

The City has completed its fourth month of the current fiscal year. As a guideline for tracking purposes, revenues and expenditures should amount to approximately 33.3% of the annual budget. However, not all costs and revenues are distributed evenly throughout the year; individual line items can vary based upon cyclical activity.

### **Revenues**

Revenues collected through October 31st, including the school department were \$31,241,914, or 43.15%, of the budget. The municipal revenues including property taxes were \$24,130,232, or 46.19% of the budget which is less than the same period last year by 0.48%. The accounts listed below are noteworthy.

- A. September 15<sup>th</sup> the first installment for real estate taxes were due. The current year tax revenue is at 49.33% as compared to 48.58% last year.
- B. Excise tax for the month of October is at 39.14%. This is a \$105,576 increase from FY 13. Our excise revenues for FY14 are 5.84% above projections as of October 30, 2013.
- C. State Revenue Sharing for the month of October is 33.93% or \$559,696. The city received \$180,462 this month compared to \$233,767 FY 13, \$265,346 FY12, \$271,123 FY11, and \$321,643 FY10. This is 22.8% decrease from this October to last October.

- D. Business and Non-Business Licenses and Permits are at 42.65% of budget due to various licenses and permits coming in higher than anticipated.

### **Expenditures**

City expenditures through October 2013 were \$14,771,036 or 40.87%, of the budget. This is 3.68% less than the same period last year. Noteworthy variances are:

- A. The operating departments are all in line with where they should be at this time. Several line items are paid quarterly, semi-annually or annually thus creating the appearance of being over budget. I have and will continue to monitor each departments expenditures throughout the fiscal year.

### **Investments**

This section contains an investment schedule as of October 31st. Currently the City's funds are earning an average interest rate of .22%.

Below is an update on the auction that was held on October 24, 2013.

### **Surplus Equipment Auction**

Overall the auction was a success. The City did well with the equipment that was auctioned off. Some pieces went fairly high while others went lower averaging appropriately.

The City of Auburn proceeds: \$65,674.25  
Less: Commissions: -\$7,758.60  
Net proceeds to the City \$57,915.65

The Airport: \$5,590.50  
Commissions: \$698.10  
\$4,892.40

All items were sold.

Respectfully submitted,



Jill M. Eastman  
Finance Director

**CITY OF AUBURN, MAINE**  
**BALANCE SHEET - CITY GENERAL FUND, WC AND UNEMPLOYMENT FUND**  
**AS of October 2013, September 2013, and June 2013 (unaudited)**

	UNAUDITED Oct 31 2013	UNAUDITED Sept 30 2013	Increase (Decrease)	UNAUDITED JUNE 30 2013
<b>ASSETS</b>				
CASH	\$ 15,456,710	\$ 21,551,814	\$ (6,095,104)	\$ 11,225,627
RECEIVABLES			-	
ACCOUNTS RECEIVABLES	788,601	668,743	119,858	1,115,890
TAXES RECEIVABLE-CURRENT	19,813,004	21,017,081	(1,204,077)	89,723
DELINQUENT TAXES	554,584	666,420	(111,836)	543,772
TAX LIENS	935,566	1,022,476	(86,909)	1,391,484
NET DUE TO/FROM OTHER FUNDS	3,204,866	1,588,983	1,615,883	1,817,784
<b>TOTAL ASSETS</b>	<b>\$ 40,753,331</b>	<b>\$ 46,515,516</b>	<b>\$ (5,762,185)</b>	<b>\$ 16,184,280</b>
<b>LIABILITIES &amp; FUND BALANCES</b>				
ACCOUNTS PAYABLE	\$ (7,829)	\$ (65,289)	\$ 57,460	\$ (529,178)
PAYROLL LIABILITIES	(1,689)	13,285	(14,974)	(93,082)
ACCRUED PAYROLL	(4,655)	(4,655)	-	(1,047,863)
STATE FEES PAYABLE	(31,100)	(25,288)	(5,812)	(31)
ESCROWED AMOUNTS	(41,865)	(41,865)	-	(41,865)
DEFERRED REVENUE	(21,050,704)	(22,346,601)	1,295,897	(1,858,354)
<b>TOTAL LIABILITIES</b>	<b>\$ (21,137,843)</b>	<b>\$ (22,470,414)</b>	<b>\$ 1,332,571</b>	<b>\$ (3,570,373)</b>
FUND BALANCE - UNASSIGNED	\$ (18,749,656)	\$ (23,179,270)	\$ 4,429,614	\$ (11,522,954)
FUND BALANCE - RESTRICTED FOR WORKERS COMP & UNEMPLOYMENT	1,001,137	1,001,137	-	776,017
FUND BALANCE - RESTRICTED	(1,866,970)	(1,866,970)	-	(1,866,970)
<b>TOTAL FUND BALANCE</b>	<b>\$ (19,615,488)</b>	<b>\$ (24,045,103)</b>	<b>\$ 4,429,614</b>	<b>\$ (12,613,907)</b>
<b>TOTAL LIABILITIES AND FUND BALANCE</b>	<b>\$ (40,753,331)</b>	<b>\$ (46,515,516)</b>	<b>\$ 5,762,185</b>	<b>\$ (16,184,280)</b>



**CITY OF AUBURN, MAINE**  
**REVENUES - GENERAL FUND COMPARATIVE**  
**THROUGH October 31, 2013 VS October 31, 2012**

REVENUE SOURCE	FY 2014 BUDGET	ACTUAL REVENUES THRU OCT 2013	% OF BUDGET	FY 2013 BUDGET	ACTUAL REVENUES THRU OCT 2012	% OF BUDGET	VARIANCE
<b>TAXES</b>							
PROPERTY TAX REVENUE-	\$ 42,844,641	\$ 21,135,241	49.33%	\$ 42,121,141	\$ 20,464,003	48.58%	\$ 671,238
PRIOR YEAR REVENUE	\$ -	\$ 397,057		\$ -	\$ 347,677		\$ 49,380
HOMESTEAD EXEMPTION REIMBURSEMENT	\$ 482,575	\$ 371,573	77.00%	\$ 514,584	\$ 377,161	73.29%	\$ (5,588)
ALLOWANCE FOR ABATEMENT	\$ -	\$ -		\$ -	\$ -		\$ -
ALLOWANCE FOR UNCOLLECTIBLE TAXES	\$ -	\$ -		\$ -	\$ -		\$ -
EXCISE	\$ 3,068,500	\$ 1,201,036	39.14%	\$ 3,018,500	\$ 1,095,460	36.29%	\$ 105,576
PENALTIES & INTEREST	\$ 140,000	\$ 28,379	20.27%	\$ 140,000	\$ 30,426	21.73%	\$ (2,047)
<b>TOTAL TAXES</b>	<b>\$ 46,535,716</b>	<b>\$ 23,133,287</b>	<b>49.71%</b>	<b>\$ 45,794,225</b>	<b>\$ 22,314,727</b>	<b>48.73%</b>	<b>\$ 818,560</b>
<b>LICENSES AND PERMITS</b>							
BUSINESS	\$ 47,300	\$ 16,175	34.20%	\$ 39,900	\$ 24,973	62.59%	\$ (8,798)
NON-BUSINESS	\$ 338,300	\$ 148,265	43.83%	\$ 260,700	\$ 154,045	59.09%	\$ (5,780)
<b>TOTAL LICENSES</b>	<b>\$ 385,600</b>	<b>\$ 164,440</b>	<b>42.65%</b>	<b>\$ 300,600</b>	<b>\$ 179,018</b>	<b>59.55%</b>	<b>\$ (14,578)</b>
<b>INTERGOVERNMENTAL ASSISTANCE</b>							
STATE-LOCAL ROAD ASSISTANCE	\$ 440,000	\$ -	0.00%	\$ 378,000	\$ 114,011	30.16%	\$ (114,011)
STATE REVENUE SHARING	\$ 1,649,470	\$ 559,696	33.93%	\$ 2,400,000	\$ 817,095	34.05%	\$ (257,399)
WELFARE REIMBURSEMENT	\$ 53,000	\$ 19,731	37.23%	\$ 53,083	\$ 17,143	32.29%	\$ 2,588
OTHER STATE AID	\$ 22,000	\$ -	0.00%	\$ 21,000	\$ 18,054	85.97%	\$ (18,054)
CITY OF LEWISTON	\$ 155,000	\$ -	0.00%	\$ 158,362	\$ -	0.00%	\$ -
<b>TOTAL INTERGOVERNMENTAL ASSISTANCE</b>	<b>\$ 2,319,470</b>	<b>\$ 579,427</b>	<b>24.98%</b>	<b>\$ 3,010,445</b>	<b>\$ 966,303</b>	<b>32.10%</b>	<b>\$ (386,876)</b>
<b>CHARGE FOR SERVICES</b>							
GENERAL GOVERNMENT	\$ 140,240	\$ 36,236	25.84%	\$ 130,955	\$ 44,480	33.97%	\$ (8,244)
PUBLIC SAFETY	\$ 366,152	\$ 28,334	7.74%	\$ 263,102	\$ 39,309	14.94%	\$ (10,975)
EMS AGREEMENT	\$ 100,000	\$ 33,333	33.33%	\$ 100,000	\$ 25,000	25.00%	\$ 8,333
<b>TOTAL CHARGE FOR SERVICES</b>	<b>\$ 606,392</b>	<b>\$ 97,904</b>	<b>16.15%</b>	<b>\$ 494,057</b>	<b>\$ 108,789</b>	<b>22.02%</b>	<b>\$ (10,885)</b>
<b>FINES</b>							
PARKING TICKETS & MISC FINES	\$ 40,000	\$ 6,699	16.75%	\$ 45,000	\$ 6,952	15.45%	\$ (254)
<b>MISCELLANEOUS</b>							
INVESTMENT INCOME	\$ 20,000	\$ 159	0.79%	\$ 30,000	\$ 13,605	45.35%	\$ (13,446)
INTEREST-BOND PROCEEDS	\$ 2,000	\$ -	0.00%	\$ 2,000	\$ -	0.00%	\$ -
RENTS	\$ 122,000	\$ -	0.00%	\$ 122,000	\$ 121,827	99.86%	\$ (121,827)
UNCLASSIFIED	\$ 17,500	\$ 42,836	244.78%	\$ 5,150	\$ 19,666	381.86%	\$ 23,170
SALE OF RECYCLABLES	\$ 4,800	\$ -	0.00%	\$ -	\$ -		\$ -
COMMERCIAL SOLID WASTE FEES	\$ -	\$ 22,168		\$ -	\$ 21,511		\$ 657
SALE OF PROPERTY	\$ 20,000	\$ 6,760	33.80%	\$ 20,000	\$ 15,393	76.97%	\$ (8,633)
RECREATION PROGRAMS/ARENA	\$ -	\$ -		\$ 43,275	\$ -	0.00%	\$ -
MMWAC HOST FEES	\$ 204,000	\$ 68,598	33.63%	\$ 197,400	\$ 67,302	34.09%	\$ 1,296
9-1-1 DEBT SERVICE REIMBURSEMENT	\$ -	\$ -		\$ -	\$ (20)	0.00%	\$ 20
TRANSFER IN: TIF	\$ 520,000	\$ -	0.00%	\$ 324,212	\$ 324,212	100.00%	\$ (324,212)
ENERGY EFFICIENCY	\$ 2,000	\$ 279	13.96%	\$ 2,000	\$ 437	21.85%	\$ (158)
CDBG	\$ 58,000	\$ -	0.00%	\$ 8,000	\$ 1,334	16.68%	\$ (1,334)
UTILITY REIMBURSEMENT	\$ 37,500	\$ 7,675	20.47%	\$ 37,500	\$ 7,889	21.04%	\$ (214)
CITY FUND BALANCE CONTRIBUTION	\$ 1,350,000	\$ -	0.00%	\$ 1,350,000	\$ -	0.00%	\$ -
<b>TOTAL MISCELLANEOUS</b>	<b>\$ 2,357,800</b>	<b>\$ 148,476</b>	<b>6.30%</b>	<b>\$ 2,141,537</b>	<b>\$ 593,156</b>	<b>27.70%</b>	<b>\$ (444,680)</b>
<b>TOTAL GENERAL FUND REVENUES</b>	<b>\$ 52,244,978</b>	<b>\$ 24,130,232</b>	<b>46.19%</b>	<b>\$ 51,785,864</b>	<b>\$ 24,168,945</b>	<b>46.67%</b>	<b>\$ (38,713)</b>
<b>SCHOOL REVENUES</b>							
EDUCATION SUBSIDY	\$ 17,942,071	\$ 6,941,875	38.69%	\$ 17,942,071	\$ 5,031,079	28.04%	\$ 1,910,796
EDUCATION	\$ 1,358,724	\$ 169,807	12.50%	\$ 1,358,724	\$ 141,767	10.43%	\$ 28,040
SCHOOL FUND BALANCE CONTRIBUTION	\$ 855,251	\$ -	0.00%	\$ 855,251	\$ -	0.00%	\$ -
<b>TOTAL SCHOOL</b>	<b>\$ 20,156,046</b>	<b>\$ 7,111,682</b>	<b>35.28%</b>	<b>\$ 20,156,046</b>	<b>\$ 5,172,846</b>	<b>25.66%</b>	<b>\$ 1,938,836</b>
<b>GRAND TOTAL REVENUES</b>	<b>\$ 72,401,024</b>	<b>\$ 31,241,914</b>	<b>43.15%</b>	<b>\$ 71,941,910</b>	<b>\$ 29,341,791</b>	<b>40.79%</b>	<b>\$ 1,900,123</b>

**CITY OF AUBURN, MAINE**  
**EXPENDITURES - GENERAL FUND COMPARATIVE**  
**THROUGH October 31, 2013 VS October 31, 2012**

DEPARTMENT	FY 2014 BUDGET	Unaudited EXP THRU OCT 2013	% OF BUDGET	FY 2013 BUDGET	Unaudited EXP THRU OCT 2012	% OF BUDGET	VARIANCE
<b>ADMINISTRATION</b>							
MAYOR AND COUNCIL	\$ 71,079	\$ 32,128	45.20%	\$ 99,690	\$ 50,241	50.40%	\$ (18,113)
CITY MANAGER	\$ 238,903	\$ 80,146	33.55%	\$ 343,296	\$ 82,523	24.04%	\$ (2,377)
ECONOMIC DEVELOPMENT	\$ 318,933	\$ 109,316	34.28%	\$ -	\$ -		\$ 109,316
ASSESSING SERVICES	\$ 172,277	\$ 57,114	33.15%	\$ 183,801	\$ 51,134	27.82%	\$ 5,980
CITY CLERK	\$ 162,045	\$ 50,887	31.40%	\$ 150,676	\$ 38,198	25.35%	\$ 12,689
FINANCIAL SERVICES	\$ 405,976	\$ 131,425	32.37%	\$ 419,539	\$ 119,042	28.37%	\$ 12,383
HUMAN RESOURCES	\$ 139,566	\$ 43,050	30.85%	\$ 137,836	\$ 40,637	29.48%	\$ 2,413
INFORMATION COMMUNICATION TECHNOLOGY	\$ 395,350	\$ 202,995	51.35%	\$ 386,632	\$ 164,719	42.60%	\$ 38,276
LEGAL SERVICES	\$ 100,000	\$ 16,093	16.09%	\$ 85,000	\$ 8,819	10.38%	\$ 7,274
<b>TOTAL ADMINISTRATION</b>	<b>\$ 2,004,129</b>	<b>\$ 723,154</b>	<b>36.08%</b>	<b>\$ 1,806,470</b>	<b>\$ 555,313</b>	<b>30.74%</b>	<b>\$ 167,841</b>
<b>COMMUNITY SERVICES</b>							
ENGINEERING	\$ 280,188	\$ 79,131	28.24%	\$ 320,370	\$ 92,793	28.96%	\$ (13,662)
COMMUNITY PROGRAMS	\$ -	\$ -		\$ 14,050	\$ 10,150	72.24%	\$ (10,150)
PLANNING & PERMITTING	\$ 775,230	\$ 251,802	32.48%	\$ 776,532	\$ 220,039	28.34%	\$ 31,763
PARKS AND RECREATION	\$ 567,334	\$ 171,194	30.18%	\$ 602,191	\$ 176,635	29.33%	\$ (5,441)
HEALTH & SOCIAL SERVICES	\$ 189,539	\$ 76,452	40.34%	\$ 176,567	\$ 69,874	39.57%	\$ 6,578
PUBLIC LIBRARY	\$ 946,737	\$ 309,079	32.65%	\$ 968,292	\$ 324,896	33.55%	\$ (15,817)
<b>TOTAL COMMUNITY SERVICES</b>	<b>\$ 2,759,028</b>	<b>\$ 887,658</b>	<b>32.17%</b>	<b>\$ 2,858,002</b>	<b>\$ 894,387</b>	<b>31.29%</b>	<b>\$ (6,729)</b>
<b>FISCAL SERVICES</b>							
DEBT SERVICE	\$ 6,321,584	\$ 4,676,409	73.98%	\$ 6,682,797	\$ 4,330,942	64.81%	\$ 345,467
PROPERTY	\$ 715,667	\$ 220,821	30.86%	\$ 699,114	\$ 243,717	34.86%	\$ (22,896)
WORKERS COMPENSATION	\$ 431,446	\$ -	0.00%	\$ 415,000	\$ -	0.00%	\$ -
WAGES & BENEFITS	\$ 4,397,585	\$ 1,566,399	35.62%	\$ 4,602,545	\$ 1,410,787	30.65%	\$ 155,612
EMERGENCY RESERVE (10108062-670000)	\$ 375,289	\$ -	0.00%	\$ 333,818	\$ -	0.00%	\$ -
<b>TOTAL FISCAL SERVICES</b>	<b>\$ 12,241,571</b>	<b>\$ 6,463,629</b>	<b>52.80%</b>	<b>\$ 12,733,274</b>	<b>\$ 5,985,446</b>	<b>47.01%</b>	<b>\$ 478,183</b>
<b>PUBLIC SAFETY</b>							
FIRE DEPARTMENT	\$ 4,024,789	\$ 1,313,608	32.64%	\$ 3,904,344	\$ 1,170,825	29.99%	\$ 142,783
POLICE DEPARTMENT	\$ 3,589,583	\$ 1,096,463	30.55%	\$ 3,439,583	\$ 1,009,566	29.35%	\$ 86,897
<b>TOTAL PUBLIC SAFETY</b>	<b>\$ 7,614,372</b>	<b>\$ 2,410,071</b>	<b>31.65%</b>	<b>\$ 7,343,927</b>	<b>\$ 2,180,391</b>	<b>29.69%</b>	<b>\$ 229,680</b>
<b>PUBLIC WORKS</b>							
PUBLIC WORKS DEPARTMENT	\$ 4,730,432	\$ 1,243,645	26.29%	\$ 4,617,744	\$ 1,210,243	26.21%	\$ 33,402
WATER AND SEWER	\$ 558,835	\$ 282,963	50.63%	\$ 558,835	\$ 135,251	24.20%	\$ 147,712
<b>TOTAL PUBLIC WORKS</b>	<b>\$ 5,289,267</b>	<b>\$ 1,526,608</b>	<b>28.86%</b>	<b>\$ 5,176,579</b>	<b>\$ 1,345,494</b>	<b>25.99%</b>	<b>\$ 181,114</b>
<b>INTERGOVERNMENTAL PROGRAMS</b>							
AUBURN-LEWISTON AIRPORT	\$ 105,000	\$ 52,500	50.00%	\$ 105,000	\$ 52,500	50.00%	\$ -
E911 COMMUNICATION CENTER	\$ 1,036,409	\$ 518,425	50.02%	\$ 1,035,381	\$ 517,522	49.98%	\$ 903
LATC-PUBLIC TRANSIT	\$ 235,496	\$ 117,686	49.97%	\$ 235,548	\$ -	0.00%	\$ 117,686
LAEGC-ECONOMIC COUNCIL	\$ -	\$ -		\$ 160,687	\$ 40,172	25.00%	\$ (40,172)
COMMUNITY LITTLE THEATER	\$ -	\$ -		\$ 20,160	\$ -	0.00%	\$ -
TAX SHARING	\$ 270,000	\$ 41,793	15.48%	\$ 289,000	\$ 43,602	15.09%	\$ (1,809)
<b>TOTAL INTERGOVERNMENTAL</b>	<b>\$ 1,646,905</b>	<b>\$ 730,404</b>	<b>44.35%</b>	<b>\$ 1,845,776</b>	<b>\$ 653,796</b>	<b>35.42%</b>	<b>\$ 76,608</b>
<b>COUNTY TAX</b>	<b>\$ 2,029,513</b>	<b>\$ 2,029,512</b>	<b>100.00%</b>	<b>\$ 2,006,244</b>	<b>\$ 2,006,244</b>	<b>100.00%</b>	<b>\$ 23,268</b>
<b>TIF (10108058-580000)</b>	<b>\$ 2,555,723</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 2,619,142</b>	<b>\$ 2,590,947</b>	<b>98.92%</b>	<b>\$ (2,590,947)</b>
<b>OVERLAY</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>
<b>TOTAL CITY DEPARTMENTS</b>	<b>\$ 36,140,508</b>	<b>\$ 14,771,036</b>	<b>40.87%</b>	<b>\$ 36,389,414</b>	<b>\$ 16,212,018</b>	<b>44.55%</b>	<b>\$ (1,440,982)</b>
<b>EDUCATION DEPARTMENT</b>	<b>\$ 37,128,028</b>	<b>\$ 9,545,811</b>	<b>25.71%</b>	<b>\$ 34,705,246</b>	<b>\$ 5,743,832</b>	<b>16.55%</b>	<b>\$ 3,801,979</b>
<b>TOTAL GENERAL FUND EXPENDITURES</b>	<b>\$ 73,268,536</b>	<b>\$ 24,316,847</b>	<b>33.19%</b>	<b>\$ 71,094,660</b>	<b>\$ 21,955,850</b>	<b>30.88%</b>	<b>\$ 2,360,997</b>

**CITY OF AUBURN, MAINE  
INVESTMENT SCHEDULE  
AS Of October 31, 2013**

INVESTMENT			FUND	BALANCE October 31, 2013	BALANCE September 30, 2013	INTEREST RATE	WEIGHTED AVG YIELD
BANKNORTH MNY MKT	24-1242924	GENERAL FUND		\$ 55,355.63	\$ 55,346.23	0.20%	
BANKNORTH MNY MKT	24-1745910	GF-WORKERS COMP		\$ 49,254.62	\$ 49,250.44	0.10%	
BANKNORTH MNY MKT	24-1745944	GF-UNEMPLOYMENT		\$ 66,928.62	\$ 66,917.25	0.20%	
BANKNORTH CD	7033	GF-UNEMPLOYMENT		\$ 102,404.84	\$ 102,404.84	2.64%	
BANKNORTH MNY MKT	24-1809302	SPECIAL REVENUE		\$ 52,578.98	\$ 52,570.05	0.20%	
BANKNORTH MNY MKT	24-1745902	SR-PERMIT PARKING		\$ 198,073.00	\$ 198,039.36	0.20%	
BANKNORTH MNY MKT	24-1745895	SR-TIF		\$ 1,118,277.96	\$ 1,118,088.04	0.20%	
BANKNORTH MNY MKT	24-1746819	CAPITAL PROJECTS		\$ 5,901,551.38	\$ 5,900,549.09	0.20%	
BANKNORTH MNY MKT	24-1745928	ICE ARENA		\$ 249,395.29	\$ 249,352.93	0.10%	
<b>GRAND TOTAL</b>				<b>\$ 7,793,820.32</b>	<b>\$ 7,792,518.23</b>		<b>0.23%</b>



# City of Auburn, Maine

*"Maine's City of Opportunity"*

## Financial Services

To: Clinton Deschene, City Manager  
From: Jill Eastman, Finance Director  
Re: Arena Financial Reports for October 31, 2013



Attached you will find a Statement of Net Assets and a Statement of Activities for the Ingersoll Arena and the Norway Savings Bank Arena as of October 31, 2013.

### **Statement of Net Assets:**

The Statement of Net Assets lists current assets, noncurrent assets, liabilities and net assets.

### **Current Assets:**

As of the end of October 2013 the total current assets were \$277,356. These consisted of cash and cash equivalents of \$249,378, accounts receivable of \$36,825 and an interfund payable of \$8,847, which means that the Arenas owe the General Fund \$8,847, so net cash available to the arena is \$240,531 at the end of October.

The accounts receivable of \$36,825, consists of the following outstanding invoices for ice time that has been billed to various organizations. There are also current invoices that were billed in September for sign advertisement at the new twin sheet arena. At the end of October the outstanding accounts were categorized as follows: \$18,000 that are current, \$18,825 that are over 120 days past due. The past due invoices are broken down as follows:

Auburn Youth Hockey: \$18,395 – the original balance was \$51,195, and the Youth Hockey Organization entered into a payment agreement and has paid a total of \$32,800 towards this outstanding balance to date.

Twin City Titans: \$430 – 2 hours of ice time from the fall of 2012.

### **Noncurrent Assets:**

Noncurrent assets are the building, equipment and any building and land improvements, less depreciation. The total value of noncurrent assets as of October 31, 2013 were \$630,402.

### **Liabilities:**

The arena liabilities as of October 31, 2013, consisted of \$4,527 of accounts payable, which is for invoices that we had received, but had not processed as of the end of the month.

### **Statement of Activities:**

The statement of activities shows the current operating revenue collected for the fiscal year and the operating expenses as well as any nonoperating revenue and expenses.

The operating revenues for Ingersoll Arena through October 2013, are \$73,525 and revenues for Norway Savings Bank Arena were \$85,684. This revenue comes from the concessions, sign advertisements, pro shop lease, youth programming, shinny hockey, public skating and ice rentals.

The operating expenses for Ingersoll Arena through October 2013, were \$84,031 and for Norway Savings Bank Arena were \$86,645. These expenses include personnel costs, supplies, utilities, repairs and maintenance.

As of October 2013 the arenas have operating losses of \$10,506 and \$961 respectively.

Non-operating revenue and expenses consist of interest income and debt service payments. The interest income to date is \$651 and debt service expense to date is \$82,801.

As of October 31, 2013 the arenas have a combined decrease in net assets of \$93,617.

**CITY OF AUBURN, MAINE**  
**Statement of Net Assets**  
**Proprietary Funds**  
**October 30, 2013**

---

**Business-type Activities - Enterprise Funds**

---

**Combined**

---

**ASSETS**

Current assets:

Cash and cash equivalents	\$ 249,378
Interfund receivables	(8,847)
Accounts receivable	36,825

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Total current assets	277,356
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Noncurrent assets:

Capital assets:

Buildings	672,279
Equipment	826,911
Land improvements	18,584
Less accumulated depreciation	(887,372)

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Total noncurrent assets	630,402
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Total assets	907,758
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**LIABILITIES**

Accounts payable	4,527
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Total liabilities	4,527
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**NET ASSETS**

Invested in capital assets	630,402
----------------------------	---------

Unrestricted	272,829
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Total net assets	<b>\$ 903,231</b>
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**CITY OF AUBURN, MAINE**  
**Statement of Revenues, Expenses and Changes in Net Assets**  
**Proprietary Funds**  
**Business-type Activities - Enterprise Funds**  
**Statement of Activities**  
**October 30, 2013**

	Ingersoll Ice Arena	Norway Savings Arena	Total
Operating revenues:			
Charges for services	\$ 73,525	\$ 85,684	\$ 159,209
Operating expenses:			
Personnel	46,781	24,648	71,429
Supplies	1,335	50,681	52,016
Utilities	32,858	-	32,858
Repairs and maintenance	2,791	-	2,791
Depreciation	-	-	-
Other expenses	266	11,316	11,582
Total operating expenses	84,031	86,645	170,676
Operating gain (loss)	(10,506)	(961)	(11,467)
Nonoperating revenue (expense):			
Interest income	651	-	651
Interest expense (debt service)	(82,801)	-	(82,801)
Total nonoperating expense	(82,150)	-	(82,150)
Gain before transfer	(92,656)	(961)	(93,617)
Transfers out	-	-	
Change in net assets	(92,656)	(961)	(93,617)
Total net assets, July 1	996,848	-	996,848
<b>Total net assets, October 31, 2013</b>	<b>\$ 904,192</b>	<b>\$ (961)</b>	<b>\$ 903,231</b>



## City Council Agenda Information Sheet

City of Auburn

**Council Meeting Date:** November 18, 2013

**Ordinance** 14-11042013

**Author:** Sue Clements-Dallaire, City Clerk

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

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

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

**Subject:** Adopting an amendment to the business licensing chapter in the Code of Ordinances to include the definition of Garage Sales.

**Information:** Under the current definitions in the business licensing chapter of our Code of Ordinances, there is not a definition for Garage Sale. We are proposing adding that to the definitions.

Staff is still working on making some minor changes to the proposed Flea Market and Garage Sale Ordinance presented at the 10/21/2013 Council workshop based on the feedback provided by the Mayor and Council. It is our intention to bring this item back on or before the December 2, 2013 Council meeting.

**Financial:** N/A

**Action Requested at this Meeting:** Recommend passage of second reading at this meeting.

**Previous Meetings and History:** 10/21/2013 Council workshop, passage of first reading on 11/4/2013.

**Attachments:**

Ordinance 14-11042013

\*Agenda items are not limited to these categories.

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



Jonathan LaBonte, Mayor

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

## IN CITY COUNCIL

### ORDINANCE 14-11042013

ORDERED, that the Code of Ordinances be and hereby is amended by adding the following Garage Sale definition under Chapter 24, Business Licenses, Sec. 24-8 Definitions:

***Garage Sale*** –The sale of used household or personal goods held on the seller's own premises. Also known as a yard sale, barn sale, moving sale, tag sale.





## City Council Agenda Information Sheet

City of Auburn

Council Agenda Date: November 18, 2013      Order 99-11182013  
Author: Eric J. Cousens, Director of Planning and Permitting

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

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

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

Subject: Purchase of 88 property at Newbury Street

Information: As the Council is aware, the property at 88 Newbury Street was listed for sale recently and the Council acted quickly to take advantage of the opportunity and authorized the City Manager to negotiate for the purchase of the parcel. A purchase price of \$38,900 has been accepted by the seller. Staff asks that the Council confirm the funding amount of \$38,900 plus reasonable closing costs and the use of Downtown TIF Funding to complete the purchase. The purchase is consistent with the Comprehensive Plan and New Auburn Master Plan and the Council goals for Economic Development as it will enhance access to the confluence of our two major rivers.

Financial: Purchase price and closing costs. At this time we are considering CDBG funding for demolition if funding remains available after the current years projects.

Action Requested at this Meeting: Confirm funding and funding source with the attached resolve.

Previous Meetings and History: Executive Session and Council Meeting on October 21, 2013.

Attachments: Property Location Map, Comprehensive Plan excerpt and Tax Card

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

88 Newbury Street Location Map





### Riverfront Transition District (RT)

**Objective** – Reclaim developed areas within the 100-Year floodplain of the Androskoggin River for open space and public usage through a combination of regulation and acquisition. Within these areas, the City should limit new development and redevelopment while acquiring property from willing sellers for fair market value. Once blocks of riverfront are acquired, these should be redeveloped as public open space with extension of the Riverwalk trail system where appropriate.

**Allowed Uses** – Existing developed properties within the Riverfront Transition District should be allowed to continue to be used for their current use and be maintained and expanded within strict limits. New development or redevelopment for residential or commercial purposes should not be permitted. Allowed uses in the Riverfront Transition District should be limited to recreational and open space uses, and facilities for providing public access to the river, including boat/canoe launches.



## Unofficial Property Record Card - Auburn, ME

## General Property Data

Parcel ID	221-064	Account Number	221064000
Prior Parcel ID	--		
Property Owner	CROTEAU ANTHONY J CROTEAU TERESA	Property Location	88 NEWBURY ST
Mailing Address	88 NEWBURY ST	Property Use	SINGLEFAMILY
		Most Recent Sale Date	12/22/2003
		Legal Reference	5753-293
City	AUBURN	Grantor	LAGANIERE ANITA B CROTEAU,
Mailing State	ME	Zip	04210
ParcelZoning		Sale Price	95,900
		Land Area	0.750 acres

## Current Property Assessment

Card 1 Value	Building Value	72,000	Xtra Features Value	1,200	Land Value	26,700	Total Value	99,900
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## Building Description

Building Style	CAPE	Foundation Type	CONC/BRICK	Flooring Type	CARPET
# of Living Units	1	Frame Type	WOOD	Basement Floor	CONCRETE
Year Built	1920	Roof Structure	GABLE	Heating Type	FORCED H/W
Building Grade	FAIR-AV	Roof Cover	ASPHALT SH	Heating Fuel	OIL
Building Condition	Average	Siding	VINYL	Air Conditioning	0%
Finished Area (SF)	1251	Interior Walls	PLASTER	# of Bsmt Garages	0
Number Rooms	7	# of Bedrooms	2	# of Full Baths	1
# of 3/4 Baths	0	# of 1/2 Baths	0	# of Other Fixtures	1

## Legal Description

10/1/2012 Vacant.

## Narrative Description of Property

This property contains 0.750 acres of land mainly classified as SINGLEFAMILY with a(n) CAPE style building, built about 1920 , having VINYL exterior and ASPHALT SH roof cover, with 1 unit(s), 7 room(s), 2 bedroom(s), 1 bath(s), 0 half bath(s).

## Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranted.

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



Jonathan LaBonte, Mayor

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

## IN CITY COUNCIL

### ORDER 99-11182013

ORDERED, that the City Council Authorize the City Manager to purchase property at 88 Newbury Street, Auburn Maine to improve public river access and long term connectivity of recreational assets along the Little and Big Androscoggin Rivers for a purchase price of \$38,900 plus reasonable closing costs funded from Downtown TIF District #10.



## City Council Agenda Information Sheet

City of Auburn

**Council Meeting Date:** November 18, 2013

**Order** 100-11182013

**Author:** Sue Clements-Dallaire, City Clerk

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

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

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

**Subject:** Authorizing the City Manager to execute the collective bargaining agreement with MSEA Local 1989

**Information:** The General Government Employees elected to form a union and be represented by the Maine State Employees Association-Service Employees International Union (MSEA-SEIU) in October 2011. The City and the Union have been negotiating the initial contract since that time. We have reached a tentative agreement. The proposed contract has been mailed to the membership for union ratification. The City will receive notification of the final vote at noon on Monday 11/18.

Although there will be little advance notice of the final vote prior to the meeting on the 18<sup>th</sup>, the City Manager is placing the item on the agenda because the tentative agreement includes a change to the health insurance plan effective 1/1/14. The City needs as much time as possible in order to enroll employees in the new plan prior to 12/31/13.

**Financial:** Wage package includes 0% COLA for FY 14; 2% COLA for FY 15; 2% COLA plus up to 1% for performance Adjustment. The cost of the wage increases are off-set by the saving for changing health insurance plan to the PPO 500 Plan.

**Action Requested at this Meeting:** Recommend passage

**Previous Meetings and History:** The MSEA contract was discussed in previous Executive Sessions. The Tentative Agreement was made available to City Council during Executive Session on November 4, 2013.

**Attachments:**

MSEA Tentative Agreement

Order 100-11182013

\*Agenda items are not limited to these categories.



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



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

Jonathan LaBonte, Mayor

## **IN CITY COUNCIL**

### **ORDER 100-11182013**

ORDERED that the City Council hereby authorizes the City Manager to execute the Collective Bargaining Agreement with M.S.E.A. (Maine State Employees Association) Local 1989 for July 1, 2013 through June 30, 2016.

# **Collective Bargaining Agreement**

between

***Maine State Employees Association-Service Employees International Union  
Local 1989***

and

***City of Auburn***

**July 1, 2013 to June 30, 2016**

## Table of Contents

Preamble .....	6
Article 1 Recognition .....	6
Section 1. Bargaining Agent .....	6
Section 2. Covered Employees .....	6
Section 3. Dispute Resolution for Covered Employees.....	7
Article 2 Disclaimers.....	7
Article 3 Non-Discrimination .....	8
Article 4 Authority of the City Manager .....	8
Article 5 Employment Definitions .....	8
Section 1. Regular Employment .....	8
Section 2. Contract Employment .....	9
Section 3. Probationary Period .....	9
Article 6 Work Hours .....	9
Section 1. Regular Hours .....	9
Section 2. Part-time Hours .....	9
Section 3. Overtime.....	10
Section 4. Call-Out Pay .....	10
Section 5. Standby Stipend.....	11
Section 6. Compensatory Time .....	11
Section 7. Shift Differential .....	12
Section 8. Pay for Acting Capacity.....	12
Section 9. Flexible Schedules .....	12
Section 10. Lunch Breaks/Other Breaks.....	12
Section 11. Flex Time for Exercise.....	13
Section 12. Time Sheets .....	14
Article 7 Pay Periods.....	14
Article 8 Compensation .....	14
Section 1. Position Classification and Pay Plan .....	14
Section 2. Requests for Reclassification.....	14
Section 3. Evaluations .....	15
Section 4. Longevity Pay.....	15



Article 9 Clothing Allowance .....	16
Article 10 Employee Appearance .....	16
Article 11 Reimbursement for Travel Expenses .....	17
Section 1. Purpose.....	17
Section 2. Responsibilities.....	17
Section 3. Reimbursable Expenses.....	18
Section 4. Non-Reimbursable Expenses.....	19
Section 5. Cash Advances .....	19
Section 6. Expense Report Processing.....	19
Article 12 Conditions of Employment .....	20
Section 1. Employee Conduct and Ethics .....	20
Section 2. City Property.....	22
Section 3. Seat Belt Policy .....	23
Article 13 Discipline/Discharge.....	24
Section 1. Types of Discipline .....	24
Section 2. Just Causes for Discipline.....	24
Section 3. Written Notice .....	25
Article 14 Dispute Resolution Process.....	25
Section 1. General .....	25
Section 2. Procedure .....	25
Article 15 Holidays.....	27
Article 16 Vacation .....	28
Section 1. Accrual .....	28
Section 2. Notice .....	28
Section 3. Maximum Accrual.....	29
Article 17 Sick Leave .....	29
Section 1. Sick Leave Accrual.....	29
Section 2. Maximum Accrual.....	29
Section 3. Sick Leave Use .....	30
Section 4. Sick Leave Conversion .....	30
Section 5. Exhaustion of Accrued Sick Leave.....	30
Section 6. Return to Work.....	31

Section 7. Inability to Return to Work.....	31
Section 8. Catastrophic Leave Bank .....	31
Article 18 Leave for Scheduled Medical Appointments .....	31
Article 19 Personal Day .....	32
Article 20 Building Closure due to Snow Storms or Weather Conditions .....	32
Article 21 Funeral/Bereavement Leave.....	32
Article 22 Court Leave/Jury Duty .....	33
Article 23 Armed Forces Reserves and National Guard Training .....	33
Article 24 Unpaid Leaves .....	33
Section 1. Family and Medical Leave Policy .....	34
Section 2. Family Military Leave.....	34
Section 3. Additional Family/Medical Leave for Military Families .....	35
Section 4. Leave for Victims of Domestic Violence .....	35
Section 5. Authorized leave of Absence.....	36
Article 25 Return to Active Military Leave .....	36
Article 26 Termination from Employment .....	36
Article 27 Health Insurance .....	37
Section 1. Coverage.....	37
Section 2. Cost Share.....	37
Section 3. Cost Containment.....	37
Section 4. Terms of Insurance.....	38
Section 5. Payments to Employees who Waive Health Insurance Coverage .....	38
Article 28 Cafeteria Plan.....	39
Article 29 Life Insurance .....	39
Article 30 Short Term Disability.....	40
Article 31 Retirement Plans.....	40
Section 1. Maine Public Employees Retirement System.....	40
Section 2. ICMA Retirement Corporation 401 (a) Money Purchase Plan .....	40
Section 3. Supplemental Retirement Plans.....	41
Article 32 Benefits Due upon Separation from Service.....	41
Section 1. Vacation.....	41
Section 2. Sick Leave .....	41

Section 3. Compensatory Time .....	41
Article 33 Savings and Separability Clause .....	41
Article 34 Posting for Vacancies .....	41
Article 35 Lay-off .....	42
Article 36 Check Off/Union Security .....	42
Section 1. Selection of Fee .....	42
Section 2. Calculation of Service Fee.....	42
Section 3. Change of Status.....	43
Section 4. Payment and Deductions .....	43
Section 5. Notice and Audit.....	43
Section 6. Religious Objections .....	44
Section 7. Disputes .....	45
Section 8. Failure to Pay Fee .....	45
Section 9. Indemnification .....	46
Section 10. Income Protection Plan .....	46
Article 37 Union Representatives.....	47
Section 1. Union Committee .....	47
Section 2. Pay for Union Representatives.....	47
Section 3. Access to City Facilities.....	47
Article 38 Duration .....	47
Signatures.....	48
Attachments.....	48
Attachment A MSEA Position and Classification Plan .....	48
Attachment B Health Promotion Program.....	48



## **Preamble**

Whereas, the City of Auburn (herein referred to as "the City") and the Maine State Employees Association, Service Employees International Union, Local 1989 (herein referred to as "MSEA-SEIU or the "Union") desire to establish a constructive, cooperative and harmonious relationship; to establish a uniform and equitable system of personnel administration; to avoid any interruption or interference with the operations of the City, to promote effective service and quality of work towards the accomplishment of the mission of the City; to establish an equitable and peaceful procedure for resolution of differences; and to establish a continuity of current pay and benefits;

Therefore, this agreement by and between the parties is entered into as of \_\_\_\_\_.

## **Article 1 Recognition**

### **Section 1. Bargaining Agent**

Pursuant to the Maine Labor Relations Board Certification dated October 3, 2011, the City recognizes the Maine State Employees Association (MSEA-SEIU) as the sole and exclusive bargaining agent for the purpose of representation and negotiations with respect to wages, hours and working conditions for all general government employees in classifications specifically listed in Section 2 – Covered Employees.

### **Section 2. Covered Employees**

Employees in the following position classifications are covered by this collective bargaining agreement:

- Accounting Assistant
- Administrative Assistant
- Appraiser
- Assistant City Engineer
- Building Maintenance Technician (except for the position in the Public Works Department)
- City Electrician
- Code Compliance (including Plumbing Inspector, Health Inspector, Code Compliance Officer/Assessing Assistant)
- Deputy City Clerk/Deputy Voter Registrar
- Electrician
- Engineering Technician/Excavation Inspector
- Geospatial Database Manager
- Housing Coordinator
- Information Assistant
- Office Manager

Parks Maintenance Worker  
Ice Arena Maintenance Worker  
Police Planner  
Program Leader  
Project Engineer  
Recreation Specialist  
Safety Coordinator and NIMS Compliance Officer  
Tax Clerk

This agreement does not cover temporary or seasonal employees hired for a period not exceeding 6 months (either those hired through a temporary employment service or those on direct payroll), employees working less than 20 hours a week, independent contractors or consultants, and/or employees hired through grants for a specified period of time.

### **Section 3. Dispute Resolution for Covered Employees**

In the event of a dispute between the parties as to the future inclusions or exclusions from the unit resulting from the establishment of new or changed classifications or titles, either party may apply to the Maine Labor Relations Board for resolution of the dispute.

### **Article 2 Disclaimers**

Although this contract outlines the conditions, responsibilities and benefits of employment with the City of Auburn, this contract is not a guarantee of employment. The following disclaimers are included to provide specific notice to that effect:

- This contract does not restrict the City's right to lay-off employees, or otherwise terminate the employment relationship.
- No supervisor, manager, employee or representative of the City, other than the City Manager or a majority of the City Council, has the authority to enter into an agreement for any specified period or make any promises or commitments restricting the City's right to lay-off or terminate an employee. Any employment agreement, promises or commitments entered into by the City Manager or a majority of the City Council shall not be enforceable unless it is in writing and signed by all parties.
- Where this contract contains descriptions or references to insurance or other benefit plans, the specific provisions of the benefit plan will take precedence and govern should a conflict arise concerning interpretation, application or benefit level.

### **Article 3 Non-Discrimination**

The City makes equal employment opportunity and non-discrimination compliance its affirmative action policy. No employee shall be subjected to discrimination nor be denied compensation and/or benefits on account of race, color, sex, disability, religion, ancestry, national origin, age or sexual orientation by any employee or agent of the City, under any program or activity in which the City participates including third party agreements.

All employees have the right to work in an environment free from illegal harassment including sexual harassment. All employees shall adhere to the City's Sexual Harassment Policy.

Employees of the City are prohibited from making inquiries to the Workers' Compensation Commission and/or former employers relative to a job applicant's work-related injury or illness, or receipt of benefits under the Workers' Compensation program.

### **Article 4 Authority of the City Manager**

The City Manager has the authority, except as may be otherwise limited by law and/or by the provisions of the Contract, to administer and manage the day-to-day operations of the City government. This authority shall include the right to take such administrative action as he/she deems necessary or appropriate to direct the programs of the various departments; direct the workforce, establish work schedules, introduce new or improved methods, techniques or facilities; hire, promote, suspend, demote or discharge for just cause; change duties and assignments; reduce, or expand the workforce; transfer; maintain discipline, and to contract or subcontract work. Equally important to the authority of management is the right to take necessary and appropriate administrative action to uphold the rights and interests of the citizens, the City Council and employees.

### **Article 5 Employment Definitions**

#### **Section 1. Regular Employment**

- a. **Full-time** – Full-time employment is appointment to a regularly budgeted position to work on a continuing and indefinite basis for at least 37.5 hours per week.
- b. **Part-time** – Part-time employment is appointment to a regularly budgeted position to work on a continuing and indefinite basis for less than 37.5 hours per week.



## **Section 2. Contract Employment**

Contract employment is employment under an employment agreement or contract between the City and an individual. Such employees receive salary and benefits as negotiated and written in the employment agreement or contract. The compensation and benefits package may be different than what is authorized to regular full- and part time employees.

## **Section 3. Probationary Period**

All employees will be subject to a six (6) month initial probation period, unless a longer period is provided by law. During this period, employees must demonstrate their fitness for the position. During the probation period, the probation employee may be disciplined, discharged, laid off or otherwise dismissed at the sole discretion of the City, and neither shall the reason for the disciplinary action, discharge, lay-off or dismissal be the subject of a grievance. Probation periods for employees re-hired after a voluntary resignation from the City shall be six (6) months.

## **Article 6 Work Hours**

### **Section 1. Regular Hours**

Due to the wide variety of services provided by the City, hours per week between departments and employees also vary. The hours per week for full-time employees are as follows:

Building Maintenance Staff	40 hrs.
Parks & Recreation Department, Parks crew only	40 hrs
Ice Arena Workers	40 hrs
All other general government employees	37.5 hrs

Most administrative office hours are Monday through Friday from 8:00 am to 4:30 pm. The normal work week of employees of the Electrical Division is from 7:30 am to 3:30 pm with a one half hour lunch break.

The City agrees to provide a two week notice before making permanent changes to a department's work shift. The City will not make changes to the work schedule on an arbitrary and capricious manner.

### **Section 2. Part-time Hours**

Part-time hours are established on a case-by-case basis based upon the needs of individual Departments. The hours of each employee's work day is determined by the Department Director with the approval of the City Manager. Department Directors are responsible for ensuring that time for all employees within their department are recorded accurately. The employee and

the supervisor must account for any hours not worked by the employee and shall designate from which approved leave the hours will be deducted.

### **Section 3. Overtime**

The City of Auburn uses the Federal Fair Labor Standards Act to determine which employees are eligible for paid overtime. Questions about the eligibility of positions for overtime should be directed to the Department Director or the Human Resources Director for clarification.

Employees have the option of overtime pay or compensatory pay for time worked in excess of 40 hours in a pay period. Whenever possible, the Department Director must approve overtime in advance of the work being performed. All overtime worked will be recorded along with the reason for the overtime. This will assist the supervisor and/or the Department Director to manage the overtime requirements as well as provide a way to track the financial liabilities for overtime incurred.

Unless specified herein, overtime is paid at one and a half times the employee's base wage for *actual* hours worked in excess of 40. This means that hours taken as vacation, sick leave, holidays or personal days within a given pay week will not be calculated towards the forty hours. When overtime is paid to an employee whose normal work week is 37.5 hours, then straight time will continue to be paid until the work performed reaches above forty in a pay period.

Between November 15<sup>th</sup> and April 15<sup>th</sup>, Parks Maintenance Workers who are required to respond to snow emergencies will be paid overtime during those weeks when work exceeds 40 hours, even if part of the work week includes sick, vacation, holidays, personal day or comp time. Between April 16<sup>th</sup> and November 14<sup>th</sup>, Parks Maintenance Workers who work beyond their normal work day or work week during weeks in which they use accrued time or a holiday may receive time off or pay at straight time up to 40 hours or may flex their schedule.

Due to the special nature of municipal work, several City positions require mandatory overtime, usually for public safety reasons. These mandatory overtime requirements will be explained to the employee prior to being hired or promoted to a position for which overtime is a requirement. Repeated failure to work overtime or to be available for overtime will be a cause for disciplinary action.

### **Section 4. Call-Out Pay**

(a) Code Enforcement Officers and Building, Plumbing and Health Officer who are called into work outside of their normal working hours shall

receive a minimum of 2 hours at overtime rate of 1 and ½ his/her normal rate of pay. If the employee is called out more than once in a 24 hour period, he/she shall be compensated for only 2 hours at the overtime rate unless total time worked is more than 2 hours worked, then he/she will be compensated for actual hours worked at the regular overtime rate.

- (b) Employees of the Electrical Division who are called out after normal business hours and on weekends and holidays to respond to urgent electrical/traffic signal issues will be paid a minimum of two and a half hours at regular pay for the first call out. The second and subsequent call outs in the 24 hour period will be paid at time and a half the normal hourly rate of pay for actual hours worked.

#### **Section 5. Standby Stipend**

Stand-by pay is \$50.00 per week for the Electrical Division employee who is designated as on-call for that week.

#### **Section 6. Compensatory Time**

Employees who are eligible for overtime according to FLSA regulations may choose to take compensatory time in lieu of overtime pay. Compensatory time shall be taken at one and one half times the number of hours worked after 40 hours. The employee must state his/her choice of overtime pay or compensatory time to his/her Department Director before the overtime hours are worked. All employees with the exception of the Electrical Division employees, may not accumulate more than 20 hours of compensatory time without authorization from the City Manager. Electrical Division employees may accumulate up to 60 hours of comp time. Compensatory time must be utilized in the fiscal year in which it was earned and must be scheduled with the Department Director who will consider the workload of the department, personnel coverage and other reasonable criteria when granting or not granting compensatory time off. Employees who separate from their employment with the City of Auburn shall receive a lump sum payment of the balance of any accrued but unused compensatory time at the hourly rate the employee is earning at the time of termination.

It is understood that salaried employees, exempt from overtime as defined by the most recent Fair Labor Standards Regulations, shall accomplish the work assigned to the position regardless of the hours required to do the work. Any employee exempt from overtime pay who logs many hours of overtime, may from time to time take off time during the normal business day with the approval of the Division Manager or Department Director, or the City Manager as long as it is understood that the hours off are not taken hour for hour with the overtime worked.



## **Section 7. Shift Differential**

With the exception of the Ice Arena Maintenance Workers, employees who are assigned to regular second or thirds shifts will receive a shift differential added to their regular hourly rate according to the following:

To regular second shift –an additional \$.25/hr

To regular third shift – an additional \$.75/hr

Shift differential will not be paid for routine overtime such as during snow storms or when work is extended beyond the normal work shift.

The contract will be re-opened on 7/1/15 for the purposes of discussing shift differential for the Ice Arena Maintenance Workers only.

## **Section 8. Pay for Acting Capacity**

During periods of planned and unplanned, the Department Director and/or the City manager may authorize a member of the bargaining unit to perform work in a higher classification of an employee in the same bargaining unit. In such situations, the City will pay a 5% differential over the employee's base hourly rate or the beginning of the pay range in which the employee is performing the acting pay work, whichever is greater, for the period of time that the employee is designated in acting capacity. Acting capacity will be designated at the discretion of the Department Director for periods of exceeding two (2) continuous or uninterrupted work weeks and in those situations in which the employee performs substantially all work of the higher classification. Acting capacity shall not be made on an arbitrary and capricious basis.

## **Section 9. Flexible Schedules**

On occasion it may be necessary to alter the workweek in order to meet the demands of the public or a project and to minimize the need for overtime. Changes from the standard workweek must be approved in writing by the Department Director and the City Manager.

## **Section 10. Lunch Breaks/Other Breaks**

Lunch breaks are either one half hour, or one hour in length, depending upon the department, and begin at 11:00 a.m. and end by 2:00 p.m. Employees may be allowed to, on occasion, skip a lunch hour to shorten the work day upon the approval of the Department Director, once he or she has ensured that the office is sufficiently covered. Altering the workday by working through the lunch period on a regular basis is not acceptable.

Departments do not have established formal break periods. Short breaks, other than lunch breaks, for coffee, etc. will be established by the Department

Director and/or the supervisor and will not interfere with office coverage or efficiency of operations.

The City reserves the right to adopt and amend tobacco use policies. Use of tobacco products is prohibited on all City-owned property and at all worksites. Employees who use tobacco products may do so only on their assigned lunch break and only off the work site and off City owned property. Employees are specifically prohibited from using tobacco products in any City vehicles.

### **Section 11. Flex Time for Exercise**

The City of Auburn recognizes the benefits of regular exercise to the employee and to the organization as a whole. A healthy workforce has more productivity, less absenteeism, and lower health insurance utilization rates. The City, as a way of encouraging overall health and physical fitness, will permit employees flexibility during the regular workday to pursue an exercise program.

Employees will be permitted to take flextime for the purposes of participating in a fitness program either through an individual regimen or through an established program such as a fitness center. Specifically, employees who exercise during their lunch period may extend their lunch period if there is not sufficient time to complete their exercise regimen. Similarly, employees who exercise before work may report to work later than their normal start time if such a delay is a result of participating in an exercise program. Time for the exercise program will include travel to and from the exercise site, time for changing, actual exercise time, and showering.

The following are conditions on flextime for exercise:

- The staffing and work demands are very different among departments. Flextime for exercise may not be appropriate for all departments and employees. Therefore the employee and the supervisor and the department director must mutually agree to flex time before it is implemented. Factors such as union contract provisions, office coverage, minimum staffing levels, vacations, sick leave and other unplanned absences, special projects and peak workloads and requirements for supervision will be considered before implementing individualized flextime.
- The employee must make up any time lost either at the end of the regular workday, during the lunch hour or before normal start of the workday.
- Flextime for exercising will not disrupt the normal flow of the department or impede customer service.
- Flextime away from the regular job does not exceed 30 minutes/day.

Failure of the employee to adhere to these conditions without approval of the department director, and barring any extenuating circumstances, will cause the employee to lose the opportunity to participate in flextime.

## **Section 12. Time Sheets**

All employees will complete time sheets signed by the supervisor or Department Director. The time sheets are official documentation of hours actually worked. If time is taken off during the workweek, the employee must record on the time sheet how time-off will be compensated (vacation, sick leave, comp time, medical leave, or holiday, etc.). If time is not recorded on the time sheet, it will not be regarded as worked or entitled to pay.

## **Article 7 Pay Periods**

The pay period for all departments, with the exception of the Police Department administrative staff, begins on Sunday and ends on Saturday. City of Auburn employees are paid weekly. Checks are usually available in the morning. City of Auburn employees are encouraged to use direct deposit to deposit all or a portion of their weekly payroll into one or several bank accounts.

## **Article 8 Compensation**

### **Section 1. Position Classification and Pay Plan**

Employees will be compensated in accordance with the Position Classification and Pay Plan. (See Attachment A)

Employees covered by the bargaining unit will receive the following pay adjustments:

Effective with the signing of the contract, employees currently paid below the Position Classification and Pay Plan will be brought up to the minimum of the pay plan.

FY 2014 0% COLA

FY 2015 2% COLA

FY 2016 2% COLA plus up to 1% adjustment based upon performance

### **Section 2. Requests for Reclassification**

The City will notify the Union within 30 days of its intent to reclassify any position based upon duties and responsibilities. Employees who are performing additional duties for a temporary period are not covered by this section, but are covered by Article 6 Section 8. Acting Capacity.

The Union may seek reclassification of any position for the sole purpose of determining if that position is in the appropriate pay range in comparison to other positions requiring similar work in regards to complexity of work, quantity of work, special licenses, certificates, experience, education, degree of supervision



required, supervisory responsibilities, autonomy and amount of direction required, special environmental factors and similar kinds of job components. It is the responsibility of the Union to provide the City with the reasons why the reclassification is justified including any data and documentation.

The City will have 30 days to consider the request for reclassification. If approved, any pay adjustment as a result of the reclassification will be included in the upcoming year. If the request for reclassification is denied, the Union may submit a request for a review to a three member panel to include the employee's Department Director, the Human Resources Director, and the MSEA Field Representative or his/her designee. If the decision of the review panel is not acceptable to the employee, he/she may appeal the decision to the City Manager as per the grievance procedure in Article 13. If the request for reclassification is not upheld by the arbitrator, the union is barred from submitting another request for one (1) year. If the arbitrator upholds the request for the reclassification, any pay due the employee(s) based upon the reclassification will be retroactive to the date of the report issued by the review panel.

### **Section 3. Evaluations**

Employees will receive an evaluation annually within 30 days of their initial date of hire or date of promotion unless there are extenuating circumstances that prevent it. In cases of extenuating circumstances, the supervisor or Department Director will provide a notice in writing. Performance evaluations completed prior to the signing of this agreement are not grievable by the employee or the union.

### **Section 4. Longevity Pay**

Members of the bargaining unit who have completed their 7<sup>th</sup> year of service with the City of Auburn will receive a one-time lump sum payment in the amount of \$300.

Members who have completed their 15<sup>th</sup> year of service will receive a one-time lump sum payment of \$400.

Members who have completed their 25<sup>th</sup> year of service will receive a one-time lump sum payment of \$500.

Members of the bargaining unit who work 20 hours per week or more, but less than 37.5 will receive one half of the amounts as those working full time based upon the same corresponding years of service.

## **Article 9 Clothing Allowance**

The City will provide \$350 per year toward a clothing allowance for department approved clothing and boots for Parks Maintenance Workers, Ice Arena Maintenance Workers, and Electrical Division employees. The City will provide \$100 per year for field inspectors in the following positions: Appraiser, Housing Coordinator, Engineering, and Code Enforcement. The City will determine the method of providing clothing allowance, either through a quartermaster system, voucher system or debit card.

## **Article 10 Employee Appearance**

City Employees are representatives of the City and are expected to conduct themselves professionally and project a positive image. Because of the special nature of government service, employees have daily contact with the public. These contacts directly affect the City's identity and how employees are perceived by the public. Employees are expected to project a positive image to co-workers and the public through overall appearance and work performance.

When determining whether or not attire is appropriate, employees should consider:

- What types of job duties they are required to perform;
- Where they are required to carry out their job duties;
- With whom they are interacting when required to transact City business;  
and
- Personal safety considerations.

The following are minimal guidelines for employee appearance:

1. Uniforms and other apparel, which are required to be worn due to safety regulations, are considered acceptable clothing for those particular jobs.
2. Standard work clothes are appropriate for employees who spend virtually all their time out in the field (for example Parks Maintenance Workers, Ice Arena Workers and custodial personnel).
3. Non-uniformed employees who do administrative work are expected to wear clothing generally associated with professional office setting, rather than casual or work clothing.
4. Employees who perform office work and also must work in the field may wear casual attire that will allow them to perform the job safely, minimize destruction of good clothing while still projecting a professional image.
5. Employees are expected to dress in more formal business attire (suits, jackets, ties, etc.) when the situation dictates. These situations may include: meetings with the City Council and other community boards,

commissions and groups, court appearances, special business or community events and meetings, planned media interviews, etc.

6. Employee Identification- Employees who work in the field, and/or who must transact business in citizen's homes or businesses must wear some sort of identification such as a photo ID. Additionally, employees who work directly with the public will, at a minimum wear an ID tag.

Additionally, employees are expected to come to work in clothing which is neat, clean, in good repair and is free from slogans and symbols which may be offensive to co-workers, general public and others with whom they do business. T-shirts, halter-tops, sweatshirts, shorts, skorts, or jeans are inappropriate office attire.

There will occasionally be exceptions to the above minimal guidelines. For example, if the day is going to be spent cleaning or painting office space, office attire may be more relaxed for that time period in which the work is being done.

Employees who contribute to the Community Service Fund through weekly payroll deduction may wear jeans on Friday. This is the only occasion where blue jeans are acceptable.

## **Article 11 Reimbursement for Travel Expenses**

### **Section 1. Purpose**

The City of Auburn supports and encourages the professional development of all staff members. In order to enhance the skills and knowledge base of employees, regional and out-of-state travel is sometimes necessary to attend professional meetings, seminars and workshops. Attendance at these sessions, while important, is a privilege for which employees are responsible for ensuring that both their time and the City's financial resources are well spent.

The following policy governs reimbursement of travel expenses incurred during the conduct of City business. The City will reimburse employees for ordinary, necessary and reasonable travel expenses, excluding commuting expenses, which pertain to the transaction of City business. The objective is to ensure cost effective and equitable reimbursement for expenses incurred by employees in the performance of their duties, within the City's budgetary parameters.

### **Section 2. Responsibilities**

Prior to any employee attending any seminar, workshop or professional association meeting which will require the expenditure of City funds for travel or lodging, the employee must receive approval of the supervisor. In the case of out-of-state travel, the employee must also receive the approval of the City Manager.

All employees who incur travel expenses must comply with the policy. Employees who submit travel expense reports not in compliance with the policy risk delayed, partial or forfeited reimbursement.

Supervisory employees who approve travel expense reports are responsible for ensuring that employees follow City reimbursement guidelines. Any deviation must be explained by the supervisor on the report.

### **Section 3. Reimbursable Expenses**

#### **a. Transportation/Mileage –**

1. **Personal Car** – Employees who use their personal vehicles for work related travel will be reimbursed on a per mile basis, with the per mile rate to be established by the Finance Department and updated periodically. The mileage covers all auto costs (fuel, repairs, insurance) other than parking and tolls.
2. **Air and other modes of travel** – Employees are expected to make travel arrangements that are the most cost-effective possible within practical considerations.
3. **Taxi and other local transportation** – Cab fare to and from convention centers, hotels and airports in connection with a work related activity is reimbursable. Cab fare is authorized only when alternate, less expensive services (hotel vans, shuttles, etc.) are not available. Employees are encouraged to use public transportation whenever feasible.

Receipts are required for all transportation expenses.

**b. Meals** – The cost of meals will be reimbursed if the employee will be traveling at least four hours. Meals will be reimbursed up to the following rates: Breakfast \$10.00, Lunch \$15.00, and Dinner \$25.00. There will be a daily cap on meals at \$50.00 per day. Meals will not be reimbursed if included in the registration for the event, program, training, etc.

Only the cost of the employee's meals will be reimbursed. If employees buy meals for other staff, those expenses will be reimbursable based upon appropriate documentation.

In the case of out-of-state travel, employees will be reimbursed up to the per diem allowed by the IRS for that region. The Finance Department and the Human Resources Department will have a list of the most recent IRS per diem.



**c.Lodging** – Employees are expected to make cost comparisons and ensure that the selected lodging is the most cost-effective hotel/lodging, given other factors (distance from the meeting or seminar site and potential travel costs, safety, etc.). Receipts are required for all hotel expense.

**d.Other** -- The following incidental expenses are reimbursable, when directly related to City business:

- Parking fees
- Tolls
- Seminar Registration Fees

Receipts are required for all miscellaneous reimbursable expenses.

**Section 4. Non-Reimbursable Expenses** – The following expenses are not reimbursable:

- Any additional costs resulting from an employee's family accompanying him/her on the trip.
- Childcare fees
- Pet care fees
- Hotel room movies
- Personal phone calls
- Meal costs which exceed the per diem rate
- Alcoholic beverages
- Other non-work related expenses

## **Section 5. Cash Advances**

**a.Issuance and Use** – Upon request, temporary cash advances will be given to employees who are traveling out of state for expected out-of-pocket expenses. Advances will not be issued to employees who have a previously issued advance that remains outstanding.

**b.Settlement and Reporting** – Cash advances must be settled within five (5) business days after returning from the pre-approved trip. Settlement consists of reporting the advance on a travel expense and deducting the advance from the final balance due.

## **Section 6. Expense Report Processing**

**a. Timeframes** – Out-of-state travel must be documented on a travel expense report within five (5) business days after returning from a trip. Routine in-state expenses should be submitted on a monthly basis.

**b. Authorization** – The travel expense reports must be approved and signed by a supervisor, who will review the report for accuracy and compliance with the travel policy.

**c. Reimbursements** – Reimbursement checks will be processed with the regular accounts payable, which are processed weekly.

## **Article 12 Conditions of Employment**

### **Section 1. Employee Conduct and Ethics**

a. General Statement of Ethics – Work in the public sector can allow employees to be exposed to many areas of ethical judgment. In order for the City, its employees, and its leadership to maintain a positive relationship with the public they serve, they must all abide by the policies and procedures that will protect the public trust and the trust placed in themselves and co-workers.

b. Local Political Activity – While employed by the City of Auburn, all personnel shall refrain from seeking or accepting nominations or elections to any elective office in the Auburn City government including the School Department, and using their influence in any way for or against any candidate for elective office in City government.

City employees shall not work at the polls (unless employed by the City Clerk's office during elections), circulate petitions or campaign literature, or be in any way involved in the solicitation of endorsements, subscriptions, contributions or political service from any persons for any political purpose pertaining to the government of the City.

This policy shall not be construed to prevent City employees from becoming or continuing to be members of any political organization from attending political meetings, from expressing views in political matters, or from voting with complete freedom in any election.

c. Conflicts of Interest – Employees must avoid situations where loyalties may be divided between the City's interests and their own personal and/or financial interests.

Employees will place public interests above individual, group and special interests.

Employees will not have any material financial interests in any private or professional activity which will be in conflict with their job responsibilities. Employees will not engage in any business activity or professional activity that would appear to be in conflict with job responsibilities or that would

tend to impair independent judgment or action on performance of official duties.

Employees will refrain from using their position for personal gain.

Employees will keep confidential all information not available to all citizens that is acquired by virtue of their positions with the City.

Employees will not represent private interests which conflicts with City interests.

Employees shall treat all citizens and others doing business with the City alike – courteously and with respect. Employees will not grant any citizen any favor, benefit, or special privilege beyond what is provided to all citizens. Employees shall handle all matters of personnel, including recruitment, selection, or promotion on the basis of qualification, ability and merit.

Employees must disclose to their Department Director or to the City Manager, the nature and extent of any financial or personal interest in any City contract, agreement, purchase of goods or services or project.

d.Conflicts of interest and Employment Positions- City employees shall not hold a supervisory position or be senior in the chain-of-command to an individual with whom he or she has a personal relationship or a financial involvement, unless:

- i. The relationship is disclosed by the employee to the City Manager.
- ii. The City Manager approves a management plan that is designed to prevent favoritism or any other improper influence in connection with the employment relationship and that provides ongoing oversight by a person or persons not subordinate to either individual who have the personal or financial involvement.

For purposes of this section, a personal relationship is defined as any family, affectionate, or social relationship that is characterized by one or more of the following:

- i. Persons who are husband and wife, or parent or child;
- ii. Persons who share a physical intimacy with each other;
- iii. Persons who acknowledge an ongoing romantic relationship with each other;
- iv. Persons who live together in the same residence;
- v. Persons who intermingle their financial assets without an accounting of separate ownership interests.

For purposes of this section, financial involvement means any existing (or current efforts toward achieving) ownership or investment interests, contract rights, significant customer relationships or employment relationships of a City employee.

e.Guidelines for accepting Gifts or Gratuities- Employees will not accept personal gifts, favors, services, money or anything of value from the public which might reasonably tend to influence or be perceived to tend to influence the impartial discharge of duties. Employees will not accept gifts or money for services which they are paid by the City to perform.

Employees with enforcement/inspection/decision making responsibilities should keep in mind that the donor of gifts, favors and/or services may expect or seek preferential treatment. Favoritism, especially as a result of acceptance of a gift, is prohibited. The policy of gifts and gratuities does not preclude the employee from accepting advertising or promotional items of inconsequential value such as pens, pads of paper, caps, etc.

Any questions relating to this policy on gifts and gratuities or on the acceptance or rejection of specific items under specific circumstances should be directed to the Department Director, Human Resources Director or to the City Manager.

f.Outside Compensation- City working hours shall be reserved for the conduct of City business. Under no circumstances shall an employee conduct private business activities for compensation or profit during his or her City work hours.

No employee shall, during off-duty hours, be engaged in any employment, activity or enterprise that is incompatible or in conflict with his/her duties, functions, and responsibilities with the City. No employee shall accept outside employment if said employment will interfere or not permit the employee to meet emergency, special assignment or overtime requirements in conjunction with his/her duties with the City of Auburn.

## **Section 2. City Property**

All City-owned equipment, vehicles, tools, materials and supplies are the property of the City of Auburn. The following rules shall govern the personal use by employees of City owned equipment (other than motor vehicles):

- i. No City equipment (including computers, laptops and cell phones) or supplies will be used by an employee in the conduct of private business activities for compensation or profit.
- ii. No City equipment will be removed from City premises where it is normally kept, for an employee's personal use unless such equipment is also available to the general public.
- iii. With permission of their supervisor, an employee may use City equipment such as computers, photocopy



machines, occasionally for personal tasks, as long as these tasks are performed on the employee's own time.

- iv. Employees are responsible for any damage to City equipment occurring during personal use thereof.
- v. Employees will reimburse the City for any supplies consumed in their personal use of City equipment.
- vi. The City's letterhead will not be used for personal correspondence or in personal business correspondence.
- vii. Individual departments may establish stricter rules governing the use of specific types of equipment.

There is a specific policy regarding appropriate use of City computers, including internet usage.

### **Section 3. Seat Belt Policy**

All City of Auburn employees must use seat belts while in City vehicles or equipment, either as an operator or passenger. This policy also applies when an employee is using his or her own personal vehicle for City business. Employees failing to comply with this safety policy will receive disciplinary action. Employees involved in an accident while on City business while not wearing a seatbelt will be suspended without pay for one week. The only exception to this policy is in the case when the manufacturer of the equipment does not advise the use or installation of seatbelts.

### **Section 4. Workers Compensation**

The City shall provide Workers' Compensation coverage to its employees as defined under the applicable Maine Workers' laws. In order to provide a safe work environment and to manage Workers' Compensation costs, employees are responsible for working in a safe manner in accordance to all safety policies and report unsafe working conditions to their supervisor. Employees who believe they have been injured on the job must report immediately to their supervisor and/or Department Director or the Human Resources Department. The employee and supervisor must provide details of the incident on written forms provided by the Human Resources Department as soon as possible after the incident.

Employees who have been injured on the job and whose injuries are determined to be compensable under the workers compensation Act may use time from their earned time bank for the waiting period and/or the period that the claim is being contested. If the waiting period becomes compensable by Workers' Compensation based upon the duration of the injury and/or if the controverted claim is found to be compensable, the City shall credit the employee's earned time bank for time during the waiting period and/or the time the claim is contested.

Employees, out of work three or more days due to a work related injury, who have filed a claim for Workers' Compensation but whose claim is being contested, will be placed on Family Medical Leave if he or she would otherwise be eligible for such leave.

The City of Auburn reserves the right under the Workers' Compensation Act to designate the medical facility and treating physician for work related injuries for the first ten (10) days of treatment. Employees who use their own primary care physician rather than the City designated occupational health provider will be responsible for any bills incurred.

### **Article 13 Discipline/Discharge**

#### **Section 1. Types of Discipline**

A Supervisor or Department Director may discipline an employee when in his/her judgment the conduct or performance of the employee justifies such action with just cause. Discipline may include verbal or written reprimand, remedial training, suspension, placement on administrative leave without pay for up to 10 days. The City believes in the tenets of progressive discipline, however certain violations may warrant discipline not in accordance with progressive discipline. Factors such as severity, frequency, consequences of the violation, and the employee's prior work and disciplinary records will be considered in determining the appropriate level of discipline.

#### **Section 2. Just Causes for Discipline**

Just Cause for discipline may include, but not be limited to the following:

- a. Repeated failure to follow job standards, policies and procedures established by the City.
- b. Being in possession of or under the influence of alcohol, legal drugs not prescribed by the employee's physician, and or illegal or scheduled substances while on duty or while on City property.
- c. Theft or willful destruction of City property.
- d. Willful falsification of employment related records or intentional misrepresentation of facts relating to job performance.
- e. Insubordination.
- f. Physically striking a co-worker, supervisor or member of the public except in self-defense.
- g. Carrying firearms into the workplace unless it is required as part of the employee's official work capacity.
- h. Disorderly conduct which interferes with the operation or management of the department or poses a serious danger to the health and safety of other employees.
- i. Repeated failure to follow work instructions.
- j. Repeated neglect of duty.

- k. Absence without notice or excuse, including lateness.
- l. Behavior including off-duty behavior, or conviction of a misdemeanor which causes or has the potential for causing discredit to the Department or the City and of eroding the public's confidence in the City, its employees and its services.
- m. Charged with or convicted of a felony under the criminal laws of the United States or any state.
- n. Threats to the safety of City personnel or property.
- o. Violation of the City Sexual Harassment Policy.
- p. Failure to treat the public and co-workers in a respectful and courteous manner.
- q. Use of sick leave for reasons other than what it is intended for; failure to notify supervisor of sick leave use and high frequency of sick leave use without corresponding documentation as to the reasons for sick leave use.
- r. Poor performance.
- s. Similar conduct that in the judgment of the Supervisor, Department Director or City Manager is cause for discipline.

### **Section 3. Written Notice**

Written notice of disciplinary action shall be given to the employee with a copy to the Human Resources Department for the employee's file. The notice shall include at a minimum the disciplinary action taken, the reasons thereof, the extent and duration of any penalty. Verbal reprimands will also be documented as this is the first step in the disciplinary process. In instances more severe than a verbal warning, written reprimand, written notice will also be provided to the union steward and the MSEA Field Director. The employee may grieve the discipline under Article 14 – Dispute Resolution Process.

## **Article 14 Dispute Resolution Process**

### **Section 1. General –**

This section is intended to address disputes or disagreements raised by the employee of the City in the interpretation or application of specific provisions of this contract or for discipline issues under Article 13 – Discipline/Discharge. This process encourages communication between the concerned parties as soon as the issue arises in order to resolve the problem. If this direct communication is not successful, the following procedure will be employed:

### **Section 2. Procedure**

Step 1. The aggrieved employee and/or representative shall discuss the dispute with the employee's immediate supervisor within 10 workdays of the

event or should have reasonably become aware of the event, which caused the grievance. The supervisor shall attempt to resolve or settle the dispute within 10 days of receiving the grievance and shall report in writing his/her action to the employee.

Step 2. If the grievance is not settled in Step 1, the employee and/or representative may present the dispute to his/her Department Director within 10 working days. The Department Director or his/her designee shall attempt to resolve the dispute and shall submit a decision of his/her action to the employee within 10 days of presentation of the issue.

Step 3. If the Department Director's action is not satisfactory to the employee, the employee and/or the representative may appeal the decision to the City Manager or his/her designee in writing within 10 working days of the decision of the Department Director. The City Manager or his/her designee shall consider the appeal and shall reach a decision within 10 working days of receipt of the employee's appeal, and submit his/her decision in writing to the employee.

Step 4. If the grievance remains unsettled at the conclusion of Step 3, either party may, within fifteen (15) working days after the reply of the City Manager was due or received whichever first occurs, by written notice to the other, request arbitration. Upon receipt of a request for arbitration, the parties shall attempt to agree upon an arbitrator. If unable to agree upon an arbitrator within seven (7) calendar days from receipt of the request for arbitration, the arbitrator shall be selected through the American Arbitration Association ("AAA") in accordance with the AAA rules in effect. The moving party shall request a list of arbitrators from the American Arbitration Association (AAA) within twenty (20) working days after the expiration of said seven (7) calendar days.

The AAA will be requested to submit a list of not less than seven (7) nor more than eleven (11) names (but in all cases an odd number) of possible arbitrators. Within five (5) working days from the date of receipt of said list from AAA, the parties shall confer for the purpose of selecting an arbitrator. The parties shall select the arbitrator by alternately striking one name from the list until one name remains. The right of the party to first strike a name from the list shall be determined by lot. The arbitrator whose name remains shall be appointed.

The arbitrator shall fix the time and place of the hearing, taking into consideration the convenience of the parties, and shall give at least seven (7) days notice in writing to the parties of the time and place of the hearing. The hearing shall be informal and the rules of evidence prevailing in judicial



proceedings shall not be binding. Any and all documentary evidence and other data deemed relevant by the arbitrator may be received in evidence at the hearing.

The hearing conducted by the arbitrator shall be concluded as soon as reasonably possible and the arbitrator shall make written findings and submit a written opinion as to the issues presented, a copy of which shall be mailed or otherwise delivered to the Employer and to the Union, or the respective attorneys. The decision of the arbitrator shall be final and binding upon both parties, it being clearly understood, however, that the arbitrator shall have no authority to add to, subtract from or modify this Collective Bargaining Agreement or to change or ignore the time limits, herein set forth or to waive any informality in the grievance procedure. The arbitrator may, however, change the nature of or reduce any disciplinary action. The time limits as set forth herein are of the essence in the grievance procedure and this Agreement.

The Employer and the Union shall bear the fees and the expenses of the arbitrator equally. However, each party shall be responsible for compensating its own representatives and witnesses. Should the Union or the Employer find it necessary to postpone or cancel a scheduled hearing and such cancellation or postponement results in payment of the arbitrator's fee, said fee shall be paid in its entirety by the party that requested cancellation or postponement unless they mutually agree to share such costs. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

Working days shall be defined as calendar days exclusive of Saturdays, Sundays and full-day holidays.

#### **Article 15 Holidays**

All regular full-time employees shall be entitled to the following paid holidays:

- New years Day
- Martin Luther King's Birthday
- President's Day
- Patriot's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day

Veteran's Day  
Thanksgiving Day  
The day following Thanksgiving Day  
Christmas

When the holiday falls on a Saturday, the employee shall have off the preceding Friday. When the holiday falls upon a Sunday, the employee shall have the succeeding Monday off.

The Public Services Department Administrative Support Staff will observe the same holidays as those provided in the Teamsters Local 340 Contract and will receive five (5) floating holidays during the fiscal year.

A regular part-time employee shall be entitled to the above holidays and will be paid in the same manner he/she is paid for each part-time day worked.

Regular full-time employees working a non-standard work week (a work week different from Monday through Friday) will receive an additional day's pay at straight time in the pay period in which the holiday falls.

### **Article 16 Vacation**

#### **Section 1. Accrual**

Full Time regular employees will accrue vacation as per the following schedule:

	<u>37.5/week</u>	<u>40/week</u>
Employees with less than 5 yrs of service	7.5/hr/mo	8/hr/mo
Employees who have completed 5 years, but		
Less than 12 years	9.5/hr/mo	10/hr/mo
Employees who have completed 12 years		
of service	12.5/hr/mo	13.5/hr/mo

All vacation will be accrued in hours and credited at the end of the month worked. Vacation will be used in one-half hour increments. For example, if an employee takes 45 minutes of vacation, a full hour will be deducted from the vacation balance.

#### **Section 2. Notice**

It is preferred that employees give two weeks advanced notice of intent to take vacation time on vacation request forms. However, employees must request vacation time at least 72 hours in advance of the time off. The Department Director may waive the 72 hour advanced notice in the event of an emergency or other extenuating circumstances. Scheduling and/or approval of vacation leave is

the responsibility of the Department Director who shall consider the workload of the department , other vacancies and will ensure that vacations do not significantly interfere with the efficiency of the department. The City retains the right to approve, deny, schedule and cancel all vacations.

### **Section 3. Maximum Accrual**

Vacations may accrue from year to year up to a maximum of 30 days (225 hours for employees working 37.5 hrs per week; 240 hours for employees working 40 hours per week). Any vacation accrued above 30 days will be forfeited and will not be available to the employee either in cash or time off.

Permanent part-time employees shall be entitled to the same vacation schedule as full-time employees, but will be compensated for each part-time day worked.

## **Article 17 Sick Leave**

### **Section 1. Sick Leave Accrual**

The City recognizes that from time to time, employees may be absent as a result of their own illness or injury or that of immediate family members. Therefore each regular employee is provided with paid leave to accommodate periods of illness or injury. Misuse or abuse of sick leave is unfair to other employees and to the community and will be cause for disciplinary action.

Each regular employee shall be entitled to accrue one day of paid sick leave per month, beginning with the date of employment. Employees working 37.5 hours per week will accrue 7.5 hours per month. Employees working 40 hours per week will accrue 8 hours per month.

A regular part-time employee shall be entitled to the same sick leave accrual as full-time regular employees, but shall be compensated for each sick day as he or she is compensated for each part-time workday.

### **Section 2. Maximum Accrual**

Accrued sick leave may accrue from one year to the next up to a maximum of 150 days (1125 for employees working 37.5 hours per week and 1200 for employees working 40 hours per week). Any accrued time in excess of 150 days will be forfeited and will not be cashed out or used as time off.

Sick leave will accrue as long as the employee is in pay status (whether this is extended sick leave, vacation leave, FMLA or receiving full pay in lieu of workers compensation benefits). The employee will not accrue monthly sick leave once he/she is no longer on payroll.

### **Section 3. Sick Leave Use**

The employee must use accrued sick leave for actual personal illness or injury of the employee or the employee's immediate family. For purposes of this section, immediate family shall mean spouse, child, parent or other persons living in the person's household. Each hour the employee the employee is out due to a personal or immediate family illness or accident will be charged against the employee's accrued sick leave. If the employee uses less than one hour, a full hour will be charged against his/her sick leave accrual. If the employee has no accrued sick leave, then he/she will receive no pay for those hours.

An employee absent due to illness or injury must report that fact to his or her supervisor at the beginning of the workday. An employee on extended sick leave (one week or more) will be asked to regularly provide certification from his/her physician that he/she continues to be disabled and is unable to do his/her regular job.

### **Section 4. Sick Leave Conversion**

Employees who are at the sick leave maximum may exchange three sick days (three consecutive months of not using sick leave) for one vacation day. This sick leave conversion day may not exceed the 30 day vacation cap.

### **Section 5. Exhaustion of Accrued Sick Leave**

An employee absent on sick leave must utilize accumulated sick leave for every day absent until he or she returns to work or the sick leave is exhausted. Once all sick leave is exhausted, the employee may, upon request in writing, opt to use his/her personal day, accrued vacation time, or compensatory time if available.

When all leave have been utilized by an employee on sick leave, salary payments to the employee, including holiday pay, shall cease immediately. The City will continue to pay the employer's cost share for the employee's (and family's if applicable) health insurance coverage as provided to all other similarly situated employees for up to two months, or for the balance, if any, of the period required by the Family Medical Leave Act if the employee is on Family Medical Leave.

During this time, the employee must continue to pay his/her cost share of the health insurance premium. At the end of the two month period, if the employee has not returned to work, he/she will have the option of continuing health insurance coverage at his/her own expense directly through the health provider as per federal COBRA regulations pertaining to health insurance coverage, unless the Family Medical Leave Act or other applicable law provides otherwise.



It is the responsibility of the employee to coordinate with the Human Resources Department and the Financial Services Department the payment of the health insurance premiums as well as any other payroll deductions.

#### **Section 6. Return to Work**

After any extended sick leave (which is considered to be one calendar week or more), it may be required by the Department Director that the absent employee obtain a physician's statement, at the employee's expense, indicating that he/she is physically capable of returning to regular duty. The City reserves the right to send the employee to a designated physician if there is a dispute regarding the employee's fitness to return to regular duty. In such cases, the City will pay the cost of the medical exam.

#### **Section 7. Inability to Return to Work**

If during the course of the employee's absence because of illness, the employee is determined by his treating physician to be indefinitely or permanently unable to return to the position and/or unable to perform his/her essential job functions with reasonable accommodations, the employee will be separated. The employee will then be entitled to cash out remaining vacation and sick leave as per the relevant sections of this collective bargaining agreement.

#### **Section 8. Catastrophic Leave Bank**

The City agrees to develop a policy for establishing a sick bank to which employees may voluntarily donate accrued time for a serious illness of a co-worker or co-worker's immediate family.

### **Article 18 Leave for Scheduled Medical Appointments**

Under the following circumstances, employees may use medical leave in lieu of sick leave for routine medical exams and follow-up appointments, dental and eye care appointments, lab work, counseling and other scheduled health related appointments:

- The appointments are two hours or less per occurrence. If the absence for a medical appointment is over two hours, the entire absence will be charged to sick leave.
- The employee may take up to four separate leaves under this section per fiscal year. Time off for appointments in excess of four per fiscal year will be deducted from accrued sick leave (if any). If the employee has no accrued sick leave, he/she will not receive compensation for medical leave.
- The employee will make every effort to make the appointments outside normal work hours or in such a way as to minimize the impact on work. For example, scheduling appointments at the

beginning or end of the workday or during the employee's lunch hour.

- Medical Leave is for the employee, not for dependents.
- Medical Leave will be noted on the weekly time sheets.

#### **Article 19 Personal Day**

Each regular full time or part time employee who has completed probation will be entitled to one personal day per year to be taken before the end of the fiscal year. Personal days do not accumulate from year to year. Unused personal days will not be cashed out at separation from service.

Regular part time employees will be entitled to one personal day per year, but time off will be pro-rated based upon his/her normal work week.

#### **Article 20 Building Closure due to Snow Storms or Weather Conditions**

City employees have a responsibility to the public who rely on them for services. This is Maine and winter snow storms are expected. However, the City wants employees to be safe and to use their best judgment regarding travel to and from work during severe weather conditions. If conditions are such that an employee does not feel safe coming into work, the employee is responsible for contacting his/her Department Director to let him/her know if the employee will be late or will not be coming to work.

It is the City of Auburn's policy to be open on business days during normal business hours. Therefore when it snows, the City will be open. It is the exception not to open, or to close before the end of the business day. In the event that the administrative offices are closed, employees should watch WCSH/Channel 6 for information. If an employee is unsure, he/she should contact the Department Director or supervisor.

If the employee takes time off as a result of a snowstorm when the administrative offices are open, the time will be taken as vacation. If the City Administrative Offices are closed for all or a portion of the day, employees will be paid as regular hours worked.

#### **Article 21 Funeral/Bereavement Leave**

Leaves of absence without loss of pay shall be granted to employees for bereavement or to attend a funeral. For the death of a spouse, child, step-child, and grandchild an employee will be granted five (5) consecutive calendar days plus reasonable travel time. For a member of the employee's immediate family (which

will be defined herein as parent, step-parent, grandparent, sister, brother, father-in-law, mother-in-law, grandparents-in-law, brother-in-law and sister-in-law, and any other person living in the person's household), he/she will be granted three (3) consecutive calendar days, plus reasonable travel time.

Special leave shall also be granted for the funeral of a fellow employee or municipal official, with time granted not to exceed one half day. For attendance at a funeral for a relative or friend not included in the category eligible for special leave, it shall be permissible, with the approval of the Department Director or his/her designee, to utilize sick leave for up to one day.

#### **Article 22 Court Leave/Jury Duty**

An employee will be granted special leave, without loss of pay if required, for jury duty or performance of other civic duty requiring appearance in court or before another public body. Court leave will not be provided to employees who are plaintiffs, or defendants or who are called as witnesses in a private, personal non-work related lawsuit.

In order to be paid by the City for such leave, the employee must submit to the Human Resources Director the notice and schedule for jury duty or the subpoena, and the amount of compensation received for such service. Any compensation received, with the exception of mileage reimbursement, must be reimbursed to the City.

Any employee who reports for Jury Duty or court and is then excused, shall immediately contact his/her supervisor and report for work if requested.

#### **Article 23 Armed Forces Reserves and National Guard Training**

Employees who are members of one of the United States Military Reserve Units or the National Guard and who are required to perform field duty or training will be granted leave for reserve duty. The employee on reserve duty has the following options regarding pay on duty:

- The City will pay the difference between their regular wages and the pay received from the military while on leave or
- The employee may take accrued vacation and or compensatory time for each regularly scheduled day or shift that they are on military leave. In this case the employee may receive both vacation pay and the military reserve pay.

#### **Article 24 Unpaid Leaves**

## **Section 1. Family and Medical Leave Policy**

The City of Auburn will grant unpaid family and medical leave to eligible employees for up to 12 weeks per 12-month period for any one or more of the following reasons:

- The birth of a child or the placement of a child with the employee for adoption or foster care (leave for this reason must be taken within the 12-month period following the child's birth or placement with the employee); or
- In order to care for an immediate family member (spouse, child, parent and for the purposes of FMLA only, domestic partner) of the employee if such immediate family member has a serious health condition; or
- The employee's own serious health condition that makes the employee unable to perform the functions of his/her position.

In order to be eligible, the employee must have worked for the City of Auburn for at least 12 consecutive months and at least 1250 hours prior to taking leave.

Employees may be paid through accrued sick leave, or if exhausted, through accrued compensatory time or accrued vacation leave only if the reason for the leave is a serious health condition of the employee or the employee's immediate family member. Certification of the basis for the leave must be provided 30 days prior to commencement of the leave or as much in advance as practical. Employees taking leave for the birth or adoption of a child will be compensated through vacation pay or will be unpaid. Leave for the birth or adoption of a child will be paid through accrued sick leave only if there is a serious health condition that requires leave as certified by a health care provider.

An employee on family medical leave has certain job protections and may continue to be covered under the City's group health insurance plan, life insurance plan and disability plan under the same conditions as coverage would be provided if they had been continuously employed during the leave period.

For additional information, please refer to the complete Family and Medical Leave Policy and all of the required forms.

## **Section 2. Family Military Leave**

The Family Military Law is intended to allow employees time-off to spend with immediate family members who are going to or returning home from a deployment to areas of armed conflict.

- a. **Eligibility** -- The City of Auburn will grant eligible employees up to 15 days of unpaid family military leave, upon notice and request



per covered deployment. An eligible employee is any employee who has been employed by the City of Auburn for at least 12 months and for at least 1250 hours of employment during the 12 months immediately prior to the leave.

**b. Definition of covered deployment** -- A covered deployment is a deployment of:

- Of a spouse, domestic partner, or parent of an employee;
- Longer than 180 days;
- Into active military or National Guard duty when the duty assignment is in a combat theater or in an area where armed conflict is taking place.

The leave must be used during the 15 days immediately before or immediately following deployment or both.

The City of Auburn will maintain the employee's benefits during the leave and restore the employee's employment (or equivalent) after the leave. The City of Auburn will not discriminate against any employee who uses or seeks to use family military leave.

### **Section 3. Additional Family/Medical Leave for Military Families**

An employee may take 26 weeks of leave to care for a military family member who is being treated for a serious injury or illness received in the line of duty. An injury or illness is serious if the service member may no longer be able to perform his or her military duties. The employee must meet the same eligibility requirements for time worked as defined in the Family/Medical Leave policy. The employee must be the spouse, child, parent or next of kin (closest blood relative) of the injured service member. Unlike regular FMLA time, this 26 weeks does not renew every year. It may be taken only once. Leave for injured service personnel may be taken on an intermittent basis. Leave will be unpaid unless an employee has accrued sick, vacation and/or compensatory time to cover the leave period.

### **Section 4. Leave for Victims of Domestic Violence**

In accordance with Maine Law, the City will grant an employee reasonable and necessary amount of time off from work without pay if he or she is a victim of domestic violence, domestic assault, sexual assault or stalking, and if he/she needs time to:

- Prepare for or attend court hearings;
- Receive medical treatment; or
- Obtain necessary services to remedy a crisis caused by domestic violence, sexual assault or stalking.

The employee must request the leave as soon as circumstances make it clear that time off is necessary. Approval will be dependent upon (a) whether absence will create an undue hardship for the City; (b) whether leave is requested within a reasonable time, and (c) whether the requested leave is impractical, unreasonable, unnecessary given the facts made available to the City at the time of the request.

If leave is approved, the employee will be required to first use any accrued paid vacation, and if applicable, sick time before taking unpaid leave. The employee will not be discriminated against for taking or asking for leave.

#### **Section 5. Authorized leave of Absence**

A regular employee may be granted a leave of absence without pay by the City Manager on recommendation of the Department Director, with such leave not to exceed one year in length. For purposes of this section, an Authorized Leave of Absence shall be defined as any leave without pay of more than two weeks in duration, which is for personal reasons of the employee, and which may not be occasioned by illness, accident, physical or mental incapacity. Examples of leave of absence include pursuing educational or specialized training opportunities, travel, or public service.

The granting of leave shall protect the employee's existing continuous service before the start of the leave of absence, but shall not count as service time. Vacation, sick leave and personal days will not accrue while the employee is on a leave of absence. Neither shall the employee receive regular wages or holiday pay. The employee will pay the full cost of his/her health insurance and other benefits while on leave of absence.

#### **Article 25 Return to Active Military Leave**

In the event that an employee returns to active military duty, his/her pay from the City of Auburn will cease. The employee's rights for various benefits provided by the City of Auburn will be determined by the benefits provider. Military leave and rights to re-employment after such leave are available to employees in accordance with the Uniformed Services Employment and Re-Employment Rights Act (USERRA) and other applicable federal and state laws. Any employee returning to employment with the City of Auburn within the time frame established by applicable laws will be restored to his/her previous position or a similar one with no loss of seniority or pay and accorded any other benefits provided by applicable law.

#### **Article 26 Termination from Employment**

Absence from employment in excess of one year for any reason with the exception of enrollment in or return to active military duty shall normally be cause for termination unless the City Manager or his/her designee extends such period.

## **Article 27 Health Insurance**

### **Section 1. Coverage**

The City will make available to all regular employees and their dependents (as defined by the Maine Municipal Employees Health Trust) medical insurance through the Maine Municipal Employees Health Trust.

The City reserves the right to change or offer alternative insurance carriers, health maintenance organizations, preferred provider organizations, or benefit levels or to self-insure as it deems appropriate, so long as the new or alternative coverage and benefit meets the basic health insurance needs of the employees.

### **Section 2. Cost Share**

Effective 1/1/14 employees participating in the City's Health Promotion Plan will pay 15% of the monthly insurance premiums based upon the PPO 500 Plan through Maine Municipal Employees Health Trust. Employees opting into the POS C Plan will pay the difference in the increased cost share between the POS C Plan and the PPO 500 Plan. Any employee opting into the PPO 1000 plan may retain all of the savings realized from participating in that plan.

Part-time regular (non-seasonal) employees working a minimum of 20 hours per work are eligible for the single subscriber coverage offered by the City. Part-time employees may, at their own expense, elect to provide coverage for their dependents as defined by the insurance carrier.

Effective 7/1/14, the City will implement a Health Reimbursement Account (HRA) for use toward deductibles and co-insurance in the amount of \$500/year for Single subscribers and \$1,000 for Family and Employee plus Child(ren) subscribers for employees who participate in the PPO 500 Plan. Unused money in the HRA rolls over from year to year and each fiscal year the City will refund each account up to the \$500 and \$1,000 maximums.

### **Section 3. Cost Containment**

In order to provide a good as well as affordable health insurance plan, the City reserves the right to institute cost containment measures so long as the basic level of insurance benefits remains substantially similar. Such changes may include, but are not limited to, mandatory second opinions for certain surgeries, hospital pre-admission and continuing admission review, primary care physician's referral to specialists, and mandatory out-patient surgery for certain designated surgical procedures.

#### **Section 4. Terms of Insurance**

The extent of coverage under the insurance policies (including HMO, self-insured plans, group life insurance and disability plans) referred to in the Employee Handbook shall be governed by the terms and conditions set forth in said policies and plans. Any questions or disputes concerning insurance policies or terms and conditions set forth in these policies or plans shall not be subject to a grievance. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the City, nor shall such failure be considered a breach by the City, of any obligation undertaken under this or any other agreement.

Complete details of plan benefits are provided each employee in a booklet furnished by the Maine Municipal Employees Health Trust at the time the employee enrolls in the health insurance plan.

#### **Section 5. Payments to Employees who Waive Health Insurance Coverage**

The City offers an incentive to employees known as the "Health Insurance Waiver Program". This is available to regular employees who do not need coverage under the City's health insurance plan because they have coverage through a spouse, domestic partner, second employer or the military. The City provides monthly payments to employees who drop all or a portion of their health insurance with the City so they can be covered by other insurance available to them. This saves the City money, provides additional compensation to the employee, eliminates or reduces the weekly health insurance cost share and ensures that the employee and his/her family continues to receive health insurance.

Any employee waiving full or partial coverage for which he/she would be otherwise eligible shall be paid according to the following conditions.

- Any employee eligible for full family coverage or single coverage and who elects to waive health insurance coverage shall receive an amount equal to four (4) months of health insurance premiums based upon the PPO 500 premiums. The health insurance waiver payment calculations are based upon at least six (6) members of the bargaining unit waiving full or partial coverage with the City. If the number of members waiving health insurance coverage falls below six (6), the formula will revert back to three (3) months of health insurance waiver payments.
- An employee who is eligible for a full family plan but opts to take either a "single parent plan" or a "single" plan shall receive an amount equal to four (4) months of the difference in premiums between the plan for which he/she is eligible and the plan he/she opts to take.



- Employees who are married to other City employees and are covered as dependents under their spouse's plan shall be eligible for an amount equal to four (4) months of insurance premiums at the single rate.
- The payments in lieu of health insurance shall be based on the premiums in effect the month the premiums are paid.
- The annual amount will be divided by twelve (12) and paid out each month.
- If the employee wishes to be reinstated on the health insurance policy or change his/her coverage from a single plan or a single parent plan (if he/she would otherwise be eligible for full coverage) he/she may do so as long as he/she follows the insurance carrier's requirements for annual open enrollment or portability of coverage.
- In order to receive payment for waiving health insurance coverage or to be reinstated on the health insurance plan, the employee must submit written notice to the Human Resources Director and provide proof that the employee and/or his/her family has health insurance coverage through another carrier. Discontinuance of health insurance or reinstatement of coverage will be effective the first day of the following month in which written notice has been received.

#### **Article 28 Cafeteria Plan**

Effective 7/1/14 the City will contribute for each full-time regular employee \$750 annually to the Cafeteria Benefit Plan. Employees will contribute a minimum of \$150, through payroll deduction to the Plan. In addition employees may allocate up to four (4) days of accrued sick or vacation time into the medical spending account. Total contributions, including employer and employee contributions, may not exceed \$2,000 annually. Reimbursements must be in accordance with the rules of the Cafeteria Benefit Plan and be in compliance with all applicable IRS regulations.

#### **Article 29 Life Insurance**

Each employee eligible for or enrolled in the health insurance plan offered by the Maine Municipal Employees Health Trust is also eligible for term life insurance based upon his/her base annual salary. There is no cost to the employee for this basic life insurance. The employee may purchase additional supplemental life insurance up to three times his/her annual salary at the employee's expense. Forms and plan description are available through Maine Municipal Employees Health Trust or from the Human Resources Department.

The City reserves the right to change or offer alternative insurance plans as it deems appropriate so long as the new or alternate coverage meets the basic life insurance needs of the employees.

### **Article 30 Short Term Disability**

The City makes available a short-term disability plan through the Maine Municipal Employees Health Trust. This plan is called the Income Protection Plan. Employees may elect a monthly benefit equaling 40%, 55% or 70% of the employee's base annual salary. The maximum benefit is \$1,000 per week. This plan covers accidents and illnesses. The employee pays the full cost of this benefit plan.

A complete plan description including definition of covered employees, length of disability benefit, partial benefits, etc. is found in the plan description available through MMEHT and the Human Resources Department.

The City reserves the right to change or offer alternative insurance plans as it deems appropriate.

### **Article 31 Retirement Plans**

The City will make available to all employees in the bargaining unit the option of joining either the Maine Public Employees Retirement System (MePERS) or the International City Managers Association Retirement Corporation (ICMA RC) 401 (a) Money Purchase Plan.

#### **Section 1. Maine Public Employees Retirement System**

This is a defined benefit plan which provides a one half pension for participants with 25 years of service and who meet normal minimum retirement age as established by MePERS. The decision to join or not to join MePERS is irrevocable. All provisions of the plan are established and governed by the Maine Public Employees Retirement System statutes and pursuant regulations

#### **Section 2. ICMA Retirement Corporation 401 (a) Money Purchase Plan**

This is a defined contribution plan based upon a 5% pre-tax contribution from the employee and a 6% match from the City.

Once the employee opts into the ICMA RC 401 (a) plan, the decision is irrevocable. All the provisions of the plan are governed by the IRS and ICMA RC regulations.

### **Section 3. Supplemental Retirement Plans**

The City provides supplemental retirement options through ICMA/ These include a 457 Deferred Compensation Plan and Roth IRA's. All provisions of the plan are governed by the IRS and ICMA RC regulations.

## **Article 32 Benefits Due upon Separation from Service**

### **Section 1. Vacation**

Accumulated vacation leave, subject to the maximum allowed, shall be paid to an employee upon separation after six months employment or upon death, with no minimum employment period required. The payment shall be in one lump sum. Computation of the value of vacation leave cashout shall be determined by the most recent hourly wage.

### **Section 2. Sick Leave**

One half of accumulated sick leave, up to a maximum of 75 days (562.5 hours if the employee works a 7.5 hour day or 600 hours if the employee works an 8 hour day) shall be paid upon pensioned retirement or termination with ten years of service, or upon death to the employee's beneficiary. The computation is determined in the same manner as with the vacation leave cash-out.

### **Section 3. Compensatory Time**

Any unused compensatory time will be paid out to the employee upon separation of employment at the employee's regular hourly rate at time of separation from Service.

## **Article 33 Savings and Separability Clause**

If any provisions of the contract are proven to be invalid, the validity of the remaining provisions of the contract shall not be affected thereby. If the application of the contract or any of its provisions to any persons or circumstances is held invalid, the application of the contract and its provisions to other persons or circumstances shall not be affected thereby.

In the event any provisions of this Agreement is determined to be void or to conflict with any law, rule, or regulation, the Agreement shall be opened up for negotiations limited to the subject of the provision declared to be invalid.

## **Article 34 Posting for Vacancies**

All vacant positions will be posted in-house as well as to the general public. The City will consider experience, qualifications, education, training and past performance of all candidates when making a decision as to the most suitable

candidate for the vacancy. A more qualified external candidate will be hired over a less qualified internal candidate.

### **Article 35 Lay-off**

The City and the Union agree that promotional opportunities and transfers will be made on the basis performance, skills, abilities, experience, customer service and similar requirements of the position. Seniority will be considered only in the situation where the candidates are equal in all other aspects.

In the event of a lay-off or reduction in force the City agrees to identify two positions within the Position Classification and Pay Plan into which any employee subject to a lay-off may be bumped. For members in either the Professional/Technical or the Administrative Support categories, this position will be the Information Assistant. The Information Assistant with the least seniority will be bumped from that position. In the event of a lay-off of any member in the Maintenance category is subject to lay-off, the position will be the Ice Arena Worker. The employee subject to the lay-off must possess all of the skills, abilities, certifications, in order to bump into either of these positions.

In the event it is necessary to lay-off members of the bargaining unit, the City will provide, if feasible, a two week notice. Any employee who has been subject to a lay-off has the right to apply for future vacancies.

### **Article 36 Check Off/Union Security**

#### **Section 1. Selection of Fee**

The City will notify MSEA and/or the Executive Committee when a new MSEA employees is hired. Any employee covered by this Agreement shall, as a condition of employment, be required to choose from the options of membership in MSEA-SEIU or payment to MSEA-SEIU of a service fee equal to their pro-rata share of the costs to MSEA-SEIU that are germane to collective bargaining and contract administration as defined by law. Within thirty days after the first six months of the beginning of the employee's employment, the City of Auburn will (1) deduct membership dues from pay of any employee who chooses the optional membership in MSEA-SEIU by signing a written payroll deduction authorization form authorizing deduction from their pay of the membership dues, or (2) automatically deduct the service fee from the pay of any other employee unless the employee is a religious objector as provided under Section 6.

#### **Section 2. Calculation of Service Fee**

MSEA-SEIU shall determine the amount of the service fee to be charged to non-members, consistent with both applicable law and this article and certify to the City of Auburn the amount of the service fee.



The service fee paid by part-time employees shall bear the same ratio to part-time dues as the fee paid by full-time employees bears to the dues amount paid by full time employees.

### **Section 3. Change of Status**

The right to join MSEA-SEIU shall be determined by the Union's own Constitution and Bylaws. Otherwise, employees may change their status with regard to membership in MSEA-SEIU or service fee payment as follows:

- a. Employees may change their status from service fee payer to MSEA-SEIU member, or from MSEA-SEIU member to service fee payer at any time.
- b. Employees may also start or eliminate their payroll deduction for MSEA-SEIU dues at any time.
- c. Employees who wish to eliminate payroll deduction for membership dues must tender their dues directly to MSEA-SEIU.
- d. In order to change status and/or eliminate or change any payroll deduction option consistent with paragraph (a) through (c) above, and consistent with Section 1, the employee must provide written notice to both MSEA-SEIU and the employee's payroll office. MSEA-SEIU and the payroll office shall promptly notify one another of a requested change, providing identifying information regarding the employee who made the request. It may take up to four weeks for the requested change to take effect.

### **Section 4. Payment and Deductions**

It shall be the sole responsibility of MSEA-SEIU to collect its dues and to verify contributions made in lieu of service fees pursuant to Section 6. No payroll deduction of service fees shall be made from workers' compensation benefits or any payroll period in which earnings received are insufficient to cover the amount of the deduction, nor shall such deductions be made from subsequent payrolls to retroactively cover the period in question. Employees shall not be penalized for failing to pay service fees for any such pay period(s).

### **Section 5. Notice and Audit**

MSEA-SEIU shall calculate the amount of the fee after the close of its annual audit, based on the expenditures reflected in the most recent available audited records. That calculation shall also be audited to verify that the union's records have actually been audited; have correctly reproduced from the audit report, and that the union has performed any mathematical adjustments correctly, and for any other purpose required by law. The fee will be effective on a pay date at least 30 days after the notice described below has been provided to members of the bargaining unit, or provided to newly eligible employees.

Once the audit is complete, MSEA-SEIU shall prepare a notice, consistent with applicable law, to all employees covered by this Agreement who are not

members of MSEA-SEIU. Such notice shall be updated annually and shall explain the choices and indicate that the sums determined to be the service fee were audited by an independent auditor based on the union's financial records for its most recent fiscal year. The notices shall include all information required by applicable law, including at a minimum, the major categories of expenses, as reflected by the audit; whether each expense will be included in the service fee; the identity of the auditor(s); and the opinion of each audit, including the opinion included in any adjusted audit(s). MSEA-SEIU shall provide notices required by law to all current bargaining unit members who are not members of MSEA-SEIU. Any change in the amount of the service fee deducted shall be certified to the City of Auburn by the Treasurer of MSEA-SEIU at least thirty (30) days in advance of the change. At the same time MSEA-SEIU provides the annual notice to non-members, it will also make notice available to MSEA-SEIU members through means of communication available to the Union, such as posting on MSEA-SEIU's website.

#### **Section 6. Religious Objections**

Any employee covered hereby who maintains that s/he holds a sincere and bona fide religious belief that conflicts with an obligation to financially support MSEA-SEIU, public employee organizations or labor unions in general may seek religious objector status by petitioning MSEA-SEIU. Any such employee who is found to hold a sincere and bona fide religious belief that conflicts with an obligation to financially support MSEA-SEIU, public employee organizations, or labor organizations in general, shall have the right to refuse to make service fee payments; provided, however, that said right to refuse shall continue only so long as the employee makes contributions at least equal in amount to the service fees to a non-religious charitable organization mutually agreed upon by the employee so refusing and the union, within ten (10) days after each payday. Part-time employees' contributions to non-religious charitable organizations shall coincide in amount with the payments of those part-time employees paying the service fee. MSEA-SEIU shall not unreasonable deny the choice of such non-religious charitable organizations suggested by the employee. An administrative or legal challenge to a denial of a petition for religious objector status may be filed in an appropriate forum.

Should an employee have a pending written request for religious objector status or a pending administrative or legal challenge regarding their religious objector status, the City of Auburn will continue to deduct an amount equal to the service fee from the employee's pay until the request is granted or the challenge is resolved in the employee's favor, and that amount will be placed by MSEA-SEIU in an interest bearing escrow account pending resolution of such dispute or request. MSEA-SEIU shall pay for any maintenance fees associated with such escrow accounts. The City of Auburn shall not be liable for any fees, costs, damages, expenses, or any other forms of liability involved with regard to such escrow accounts. If an employee is granted religious objector status, MSEA-SEIU will

notify the City of Auburn of the employee's religious objector status, and the City will cease automatic service fees deductions.

It shall be the sole obligation of MSEA-SEIU to certify to the City of Auburn the name of any employee who has failed to make timely contributions as a religious objector and has, thus, forfeited religious objector status. Once MSEA-SEIU has certified the employee's name to the City, the City will commence and continue to automatically deduct the service fee from the employee's pay as provided in Section 1.

### **Section 7. Disputes**

The amount of the service fee shall be subject to review pursuant to the American Arbitration Association Rules for Impartial Determination of Union Fees. Pending resolution of any such dispute, the disputed amount of fees shall be placed in an interest bearing escrow account. MSEA-SEIU shall pay for any maintenance fees associated with such escrow accounts. The City of Auburn shall not be liable for any fees, costs, damages, expenses, or any other forms of liability involved with regards to such escrow accounts.

MSEA-SEIU is solely responsible for payments of the fee charged by AAA for the cost of providing necessary administrative services. The arbitrator will be compensated by MSEA-SEIU, in accordance with the per-diem rate currently on file for that arbitrator with AAA, and shall be reimbursed for expenses by MSEA-SEIU. Attorney's fees, witness fees, and other expenses shall be borne by the respective parties. No fees, costs, damages, expenses, or other form of liability involved with regard to arbitration shall be borne by the City of Auburn.

In the event a dispute under this Article is submitted to arbitration, the arbitrator shall have no power or authority to order the City to pay such fee on behalf of any employee.

In the event a change in the law requires that this type of dispute be resolved in a forum other than arbitration under the auspices of the American Arbitration Association, the dispute resolution procedures will comply with the law. All portions of this Article that are unaffected by the change in form will remain in full force and effect.

### **Section 8. Failure to Pay Fee**

In the event an employee subject to the service fee payment requirement has previously failed to pay the total amount of fees due, the City of Auburn will automatically deduct from the employee's pay (by signing a written payroll deduction form or order from an arbitrator or court) the arrears due to the Union in an amount which, in combination with the service fee due per day period, equals 10% of the employee's gross pay until the arrears are paid in full, provided,

however, that an employee may request the Union for a reduction in the percentage deducted for payment of arrears based on demonstrated financial hardship. The Union must certify to the City the name of any employee whose request is granted and the amount of the percentage to be deducted for payment of arrears.

#### **Section 9. Indemnification**

MSEA-SEIU agrees that it shall indemnify, defend, reimburse, and hold the City of Auburn harmless (collectively, "Indemnification") against any claim, demand, suit, cost, expense, damages, or any other form of liability, including attorney's fees, costs, or other liability arising from or incurred as a result of any action taken by the City, its members, officers, agents, employees, or representatives in complying with or carrying out the provisions of this Article; in reliance on any notice, letter, or authorization forwarded to the City by the union pursuant to this Article; and including but not limited to any charge that the City failed to discharge any duty owed to its employees arising out of the service fee deduction; provided that, nothing herein shall require Indemnification for any intentional deprivation of an individual's constitutional rights by the City. MSEA-SEIU will intervene in and defend any administrative or court litigation concerning the property of any act taken or not taken by the city under this Article. In such litigation the City shall have no obligation to defend its act taken or not taken.

#### **Section 10. Severability**

Should the United States Supreme Court, the First Circuit Court of Appeals or any Court in Maine hold indemnity clauses relating to union security void or unenforceable for any reason, the MSEA-SEIU shall provide written notification to the City and this Article shall be stricken in its entirety. Should any court find the indemnity clause in this Article to be void or unenforceable for any reason, the MSEA shall provide written notification to the City and this Article shall be stricken in its entirety. Should indemnity clause relating to union security or the indemnity clause in this Article be found by a Court to be void or unenforceable, the parties shall enter into negotiations regarding a replacement Union Security Article.

#### **Section 10. Income Protection Plan**

Upon written authorization of any Employee covered by this Agreement, the Employer agrees to deduct for those Employees who wish to be covered by the Income Protection Plan provided by the Union. The amounts to be certified to the Employer by the Treasurer of the Union and the aggregate amount deducted shall be remitted to the Treasurer of the Union. The Income Protection Plan shall be wholly administered by the Union. It will not be the responsibility of the City to provide information about the MSEA Plan and all disputes regarding eligibility, benefits, coverage, payments, deductions and similar matters will be resolved



directly between MSEA and the Employee. MSEA will hold the City of Auburn completely harmless in all aspects of this plan.

### **Article 37 Union Representatives**

#### **Section 1. Union Committee**

The City recognizes the right of the Union to designate a Union Committee composed of three (3) Representatives and up to three (3) alternates for the purpose of investigating and presenting grievances under this Agreement. The Union will furnish the City with the names of the authorized Union Representatives and the alternates and shall notify the City of Auburn in writing of any changes thereto.

#### **Section 2. Pay for Union Representatives**

If the City requires the presence of a Union Representative during working hours, the Union Representative shall not lose pay as a result. Union Representatives shall obtain the permission of their supervisor before investigating or handling any grievances during work hours and such permission shall not be unreasonable denied. When the City permits the Union Representative to investigate or handle grievances during work hours, the Union Representative will be on the clock. Union Representatives or alternates will be not compensated from the City of Auburn for any time spent beyond normal work hours to meet with employees, to investigate or handle grievances or attend grievance meetings.

#### **Section 3. Access to City Facilities**

Upon reasonable notice to the City Manager or his/her designee, the City will grant designated Union officers and/or Field Directors access to the City facilities during working hours, within limitations set out below, to discuss grievances or problems arising out of this Agreement with bargaining unit employees or management. Such visits shall not interfere with any employee's work or work assignments. Permission to meet with employees shall not be unreasonably denied. When the City of Auburn permits a Union Representative to meet with a designated Union Officer or Field Director during work hours, the Union Representative will be on the clock.

### **Article 38 Duration**

This contract will be effective from July 1, 2013 through June 30, 2016.

**Signatures**

\_\_\_\_\_  
Signature, City Manager

\_\_\_\_\_  
Signature, MSEA-SEIU Field Director

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Attachments**

**Attachment A MSEA Position and Classification Plan**

**Attachment B Health Promotion Program**

## MSEA Position Classification and Pay Plan

Range 8 40%	\$51,377/annual \$26.35/hr @ 37.5 hr \$24.70/hr @ 40 hr	\$61,661/annual \$31.62/hr @37.5 hr \$29.64/hr @ 40 hr	\$71,924/annual \$36.88/hr @ 37.5 hr \$34.58/hr @ 40 hr
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- Assistant City Engineer

Range 7 40%	\$43,102/annual \$22.10/hr @ 37.5 hr \$20.72/hr @ 40 hr	\$51,718/annual \$26.52/hr @ 37.5 \$24.86/hr @ 40 hr	\$60,335/annual \$30.94/hr@ 37.5 \$29.01/hr @ 40
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- Project Engineer
- City Electrician
- Geospatial Database Manager
- Safety Coordinator and NIMS Compliance Officer (part-time)

Range 6 40%	\$39,969/annual \$20.50/hr @ 37.5 hr \$19.22 @ 40 hr	\$46,933/annual \$24.07/hr @ 37.5 hr \$22.56/hr @ 40 hr	\$55,954/annual \$28.69/hr @ 37.5 hr \$26.90/hr @ 40 hr
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Range 5 40%	\$37,538/annual \$19.25/hr @ 37.5 hr \$18.05/hr @ 40 hr	\$45,045/annual \$23.10/hr @ 37.5 hr \$21.65/hr @ 40 hr	\$52,553/annual \$26.95/hr @ 37.5 hr \$25.27/hr @ 40 hr
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- Accounting Assistant
- Appraiser
- Code Enforcement Officer
- Code Compliance Officer/Appraiser
- Electrician
- Engineering Aide/Excavation Technician
- Housing Coordinator

Range 4 40%	\$31,749/annual \$16.28/hr	\$38,100/annual \$19.54/hr	\$44,448/annual \$22.79/hr
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- Police Planner/VIPS Coordinator –
- Office Manager – Fire
- Office Manager – Public Services Team –

- Recreation Program Leader

Range 3 40%	\$28,862/annual \$14.80/hr	\$34,646/annual \$17.77/annual	\$40,411/annual \$20.72/hr
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- Administrative Assistant
- Deputy Voter Registrar/License Specialist
- Recreation Specialist

Range 3A 40%	\$26,403/annual \$13.54/hr	\$31,688/annual \$16.25/hr	\$36,953/annual \$18.95/hr
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- Tax Clerk

Range 2 40%	\$23,941/annual \$12.28/hr @ 37.5 hr \$11.51/hr @ 40 hr	\$28,722/annual \$14.73/hr @ 37.5 hr \$13.80/hr @ 40 hr	\$33,502/annual \$17.18/hr @ 37.5 hr \$16.11/hr @ 40 hr
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- Building and Maintenance Technician
- Information Assistant
- Parks Maintenance Worker

Range 1 40%	\$18,417/annual \$9.44/hr @ 37.5 \$8.85/hr @ 40hr	\$22,094/annual \$11.33/hr @ 37.5 hr \$10.62/hr @ 40 hr	\$25,769/annual \$13.21/hr @ 37.5 hr \$12.38/hr @ 40 hr
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- Ice Arena Maintenance Worker



## City of Auburn Health Promotion Program

In recognition of the changing environment in which we all live the City is commencing a long-term health promotion and health care management program to benefit all employees. The goals of the program are:

- Will prevent disease by rewarding employees and their dependents for healthy behaviors.
- To over time, positively affect the rate of health insurance premiums paid by City of Auburn and its employees.

Although some contracts and employment policies may require participation for an increased health insurance cost share by the City, all employees and their spouses are strongly encouraged to participate. To insure that everyone can take advantage of this new benefit, the Health Promotion program is open to all employees and spouses regardless of whether or not they are covered by the City's health insurance plan.

There are five components to the Health Promotion Program:

1. Annual Physical. An active working relationship with an individual's primary care physician is the first step towards a proactive stance towards healthcare. Every employee and all dependents should participate in an annual physical with their primary care physician. Paid annual exams are included in the City's health insurance plan and by most other group health plans. The City expects that at a minimum, the annual exam will include a review of family history and risk factors; screening for heart conditions, cancer, high cholesterol, high blood pressure, and diabetes; routine blood work; and diagnostic testing based upon the individual's age, gender and medical condition.
2. Health Risk Analysis. Every employee and spouse participating in the health promotion program will take a health risk analysis. The health educator and the employee will explore any health risks identified in the analysis and establish individual goals. Health risks analysis are completely confidential and the individual results will not be shared with any city official.
3. Employee Best Efforts: Employees will make their best effort towards reaching the goals established by them and the health care educator. This will include individual behavior modification, education sessions, keeping appointments with physicians and the health care educator and eventually goal achievement.

4. Periodic Follow-ups with the Health Educator. The employee and the Health Educator will meet as needed throughout the year to discuss health risks and obstacles to achieving positive lifestyle changes. The more severe the health risk identified, the more frequently the employee and the educator will meet. Employees with fewer or less severe health risks may meet less frequently, but every employee and spouse will have follow-up meetings. The initial health risk analysis and follow-up meetings will be conducted at Auburn Hall or the employee's worksite.
5. Health Education. Throughout the year a series of health and prevention oriented education sessions will be held. The results of the health risk analysis will provide some ideas for the health education sessions. The health education will be provided on site, and may vary from department to department depending on identified needs. Employees will need to participate in at least six health sessions annually.

The City has engaged the services of Occupational Medical Consultants (OMC) to conduct the health risk assessments and to assist with the health education sessions. Laura Holweger is the health educator assigned to the City of Auburn. She will be working closely with the Wellness Team.

The Wellness Team will continue to play a key role in promoting health and well being in the workplace. The Wellness Team will recommend health related programs and serve as an information conduit back to departments. In recognition of additional work and responsibilities, the Wellness Team is being broadened its membership to include representation from all the city departments. The Wellness Team is already working on the health promotion program by holding the logo contest and planning the health promotion kick off event. The wellness team will be an integral player in the long term management of the health promotion plan and additional incentive and support programs.



## City Council Information Sheet

City of Auburn

**Council Meeting Date:** November 18, 2013

**Subject:** Executive Session

**Information:** Discussion on a poverty abatement, pursuant to 36 M.R.S.A. §842(2) with possible action to follow.

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



Jonathan LaBonte, Mayor

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

## **IN CITY COUNCIL**

### **ORDER 101-11182013 (Option A)**

ORDERED, that the City Council hereby grants the poverty abatement for case #1478 pursuant to Title 36 M.R.S.A. §841 (2).



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



Jonathan LaBonte, Mayor

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

## **IN CITY COUNCIL**

### **ORDER 101-11182013**

ORDERED, that the City Council hereby denies the poverty abatement for case #1478 pursuant to Title 36 M.R.S.A. §841 (2).



## City Council Information Sheet

City of Auburn

**Council Meeting Date:** November 18, 2013

**Subject:** Executive Session

**Information:** Discussion Labor Negotiations (update on Fire, MAP Patrol and MAP Command), pursuant to 1 M.R.S.A. §405(6)(D).

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

- A. Discussion of personnel issues
- B. Discussion or consideration by a school board of suspension or expulsion
- C. Discussion or consideration of the condition, acquisition or the use of real or personal property permanently attached to real property or interests therein or disposition of publicly held property or economic development only if premature disclosures of the information would prejudice the competitive or bargaining position of the body or agency
- D. Labor contracts
- E. Contemplated litigation
- F. Discussions of information contained in records made, maintained or received by a body or agency when access by the general public to those records is prohibited by statute;
- G. Discussion or approval of the content of examinations administered by a body or agency for licensing, permitting or employment purposes; consultation between a body or agency and any entity that provides examination services to that body or agency regarding the content of an examination; and review of examinations with the person examined; and
- H. Consultations between municipal officers and a code enforcement officer representing the municipality pursuant to Title 30-A, section 4452, subsection 1, paragraph in the prosecution of an enforcement matter pending in District Court when the consultation relates to that pending enforcement matter.



## City Council Information Sheet

City of Auburn

**Council Meeting Date:** November 18, 2013

**Subject:** Executive Session

**Information:** Consultation with City Attorney (Lewiston/Auburn Economic Growth Council (LAEGC), pursuant to 1 M.R.S.A. §405(6)(E).

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- D. Labor contracts
- E. Contemplated litigation
- F. Discussions of information contained in records made, maintained or received by a body or agency when access by the general public to those records is prohibited by statute;
- G. Discussion or approval of the content of examinations administered by a body or agency for licensing, permitting or employment purposes; consultation between a body or agency and any entity that provides examination services to that body or agency regarding the content of an examination; and review of examinations with the person examined; and
- H. Consultations between municipal officers and a code enforcement officer representing the municipality pursuant to Title 30-A, section 4452, subsection 1, paragraph in the prosecution of an enforcement matter pending in District Court when the consultation relates to that pending enforcement matter.



## City Council Agenda Information Sheet

City of Auburn

### Council Meeting

Date: 11/13/2013

Author: Clint Deschene

### Order

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:** LAEGC

**Information:** This workshop agenda item was on the November 4th 2013 agenda and discussed for an extended period. Since the November 4<sup>th</sup> workshop the City Manager has had discussions with the Maine Port Authority Executive Director John Henshaw regarding their interest in providing, a scope of services and schedule proposal, (attached is an email from Mr. Henshaw outlining a potential process). The City of Lewiston met on November 12<sup>th</sup> and is expected to present the City of Auburn with a request for a joint meeting to discuss the current Economic Development proposal. The shared "subcommittee" of Lewiston, Auburn, and LAEGC has produced a new scope of services and that is attached for consideration.

Per request the City Economic Development Staff has provided a scope of services and cost for Downtown marketing and development.

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

### Action Requested at this Meeting:

Discussion

It is the City Manager's recommendation to review all new material and for the Council to consider potential next steps. Matters to be discussed include:

1. The current deadline for funding to LAEGC.
2. Potential meeting with Lewiston.
3. Potential continued negotiations with LAEGC and the process and timeline moving forward.
4. Discussion on the Maine Port Authority proposed process.
5. Discussion of staff downtown services models.

In regards to schedule I would suggest the Council intend a final vote or decision on direction by December 2<sup>nd</sup>, 2013.

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



# City Council Agenda Information Sheet

City of Auburn

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**Previous Meetings and History:** 4 November 2013- discussed the contract and reviewed the Mayor's memo to the Council.

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**Attachments:** Response from LAEGC to November 4<sup>th</sup> requested information.  
Downtown Auburn Livability Study- Roland Miller/Alan Manoian  
Email from John Henshaw, Maine Port Authority to Clint Deschene, City Manager City of Lewiston- Agenda Workshop agenda  
Memo dated 11-15-2013 from Mark Adams- Responses to Requests for Information  
Updated Scope of Services

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

**From:** Mark Adams [<mailto:madams@sebagotechnics.com>]

**Sent:** Thursday, November 14, 2013 9:50 AM

**To:** Mark A. Cayer; Jonathan LaBonte; Ed Barrett; Clint Deschene; Lucien Gosselin; Darcie Beaudin ([dbeaudin@3200.com](mailto:dbeaudin@3200.com)); Chris Logan ([clogan@androscogginbank.com](mailto:clogan@androscogginbank.com))

**Subject:** Revised LAEGC Joint Economic Development Scope of Services

All:

Attached please find a draft of the revised LAEGC scope of services. The revisions are based upon discussions/requests of the Auburn City Council and our subcommittee discussion this week. I have attempted to incorporate the entirety of the requests and discussions.

- The additions/deletions should appear in red for ease of identification.
- In some cases, I may have moved the function area that was originally discussed for clarity or best fit with other services.
- Downtown Development services have been eliminated but I have provided for support of downtown promotion under Marketing
- Economic Development Strategy and Targeted Growth have been rewritten as 'in support of' services while providing the Option of the LAEGC to contract for and administer independent entity consultants for these areas.
- Funding for the contracted services are noted as to be identified and budgeted for (when and if determined)
- All Marketing and Promotion activities have been moved to Marketing and Promotion Services area.

I would like to have general agreement that the revised scope of services reflects our recent discussions prior to finalizing cost of services adjustments. Since Auburn would like to include this information in their Council packet your review and comment is requested ASAP.

*Note: LAEGC staff has performed a preliminary cost review which 'estimates' an overall cost reduction of approximately \$100k. Final projected, allocated costs will be developed upon agreement of the changes to the scope of services.*

Additional items:

1. Auburn has requested additional information (mostly cost adjustments) not included in the above. Examples are position identification/qualifications, hours allocation. I have not had a chance to produce a direct response but will once we are set with the scope. Most of the information requests will be answered with the revised cost of services numbers.
2. Given Lewiston's discussion and request to Auburn at last night's Council meeting, we recognize that the Councils could decide to pursue discussion and agreement of the scope of services in a different manner. If agreed upon, the GC would be happy to support and participate in such discussions. (One caveat would be an agreement by Auburn to extend the funding decision). However, until the Cities agree to pursue discussions in a joint council format the Growth Council will continue to work and respond within the current process.

Please let me know your thoughts, comments and/or suggestions at your earliest convenience. Thank you.

Mark Adams, Chair  
LAEGC

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----- Original Message -----

Subject: RE: Auburn

From: "Henshaw, John H" <[John.H.Henshaw@maine.gov](mailto:John.H.Henshaw@maine.gov)>

To: Clint Deschene <[cdeschene@auburnmaine.gov](mailto:cdeschene@auburnmaine.gov)>

CC:

Clint,

Our contractor provided me with the following process for developing a scope of work:

- 1) Conduct an inventory of existing resources and assets
- 2) Identify relevant data sets

After completing this preliminary assessment, we would be able to open up a dialogue with the customer about the scope and cost of our services.

- 3) Gather necessary data and create marketing plan
- 4) Create implementation timeline

With these four steps completed, the foundation for effective marketing has been laid, and implementation can begin. Implementation would be tailored to capitalize on identified assets and resources.

- 5) Implement representation (e.g. trade shows)
- 6) Generate marketing material and identify optimal distribution methods

These latter two represent the ongoing, "day-to-day" marketing service, where the former four represent front-end tasks that would be re-evaluated at appropriate intervals (e.g. major changes to assets/resources, shifts in data trends/freight patterns).

Let me know if this is what you are looking for. You can contract with Soli DG directly or if you would prefer to contract with the port authority I will need to consult with my Board. We are meeting next Tuesday.

John

---

**From:** Clint Deschene [[cdeschene@auburnmaine.gov](mailto:cdeschene@auburnmaine.gov)]

**Sent:** Wednesday, November 13, 2013 1:37 PM

**To:** Henshaw, John H

**Subject:** Auburn

Mr. Henshaw,

I was expecting an email with a summary and possible schedule of how Auburn could consider a marking and business attraction model for our in-land port area per our conversation.

Is this something I may have by the end of the day today?

Thanks,

Clinton Deschene  
Auburn City Manager  
(207)333-6601 ext. 1212

Please be advised that email communications sent to or received from City employees are subject to the Freedom of Access Act and may become part of public record or shared with the media.



# **Downtown Auburn**

## **Urban Livability - Connectivity of Place – Market Appeal**

### **Executive Summary**

The City of Auburn, Maine has clearly recognized “asset-based” and “place-based” economic development as the most advantageous and effective approach in maximizing the social, cultural and financial potential of the traditional compact and human-scale urban core of the community, known respectively as “Old Auburn” and “New Auburn”.

The distinguishing quality of Auburn’s historic urban core is most clearly revealed in the noteworthy title bestowed upon the pleasant and industrious community as “The City of Homes” in the 1880s. In 1876 the Lewiston Evening Journal reported, “40 years ago all the land between Elm, High and Court was offered for \$1,500, now it is worth \$500,000...25 years ago a lot on Pleasant Street valued today at \$2,500 sold for \$300.”

The story of Auburn as “The City of Homes” is the story of a city that was fully determined to embrace a transformative manufacturing and industrial environment, while enjoining a rising residential urban culture and lifestyle; ultimately combining the two as a model of liveable and advantageous New England urbanity.

Auburn’s urban residential neighborhoods, laid out on a compact street grid, were built upon permanency of setting, quality of design and material, social and spatial connectivity, individual and family reputation, customary codes of public conduct, exceptional pride in property and home-ownership, and the provision of housing types to accommodate a broad range of income levels and living situations all within the tight fabric of a compact urban neighborhood.

A brief look at the 1880 City of Auburn Directory shows the affluent families who owned the shoe factories living on streets such as High Street and Elm Street, with the shoe factory “operatives” or workers living within sight distance or a one minute walk on Spring Street. While the factory owners and workers incomes and advantages were worlds apart, the shared quality of their urban neighborhood streets, sidewalks, sidewalk shade trees, parks, churches, schools, water system,

sewer system, railroad passenger station, and pride of home ownership, were equally and strongly valued. These neighborhoods experienced very little “street crime” and burglary, as a result of the strong blending of all income levels residing therein. The variety and diversity of the urban neighborhood residents kept the neighborhood stable, resilient, safe, vibrant, and appealing.

Auburn’s traditional urban core neighborhoods witnessed a steady and predictable escalation in land and home values, as well as population, between 1850 and 1920. This escalation in value resulted not solely from their location in immediate proximity to a large concentration of shoe & box factories, tanneries, and the Maine Central Railroad passenger and freight depots.

The value in property was added then, in 1876, as we propose to add it today (in 2013); through the design, delivery and maintenance of a high-quality public realm in Auburn’s traditional residential urban core, combined with a broad range of residential housing stock, and a healthy variety and diversity of income levels and families who aspire to homeownership and the building of equity and personal wealth.

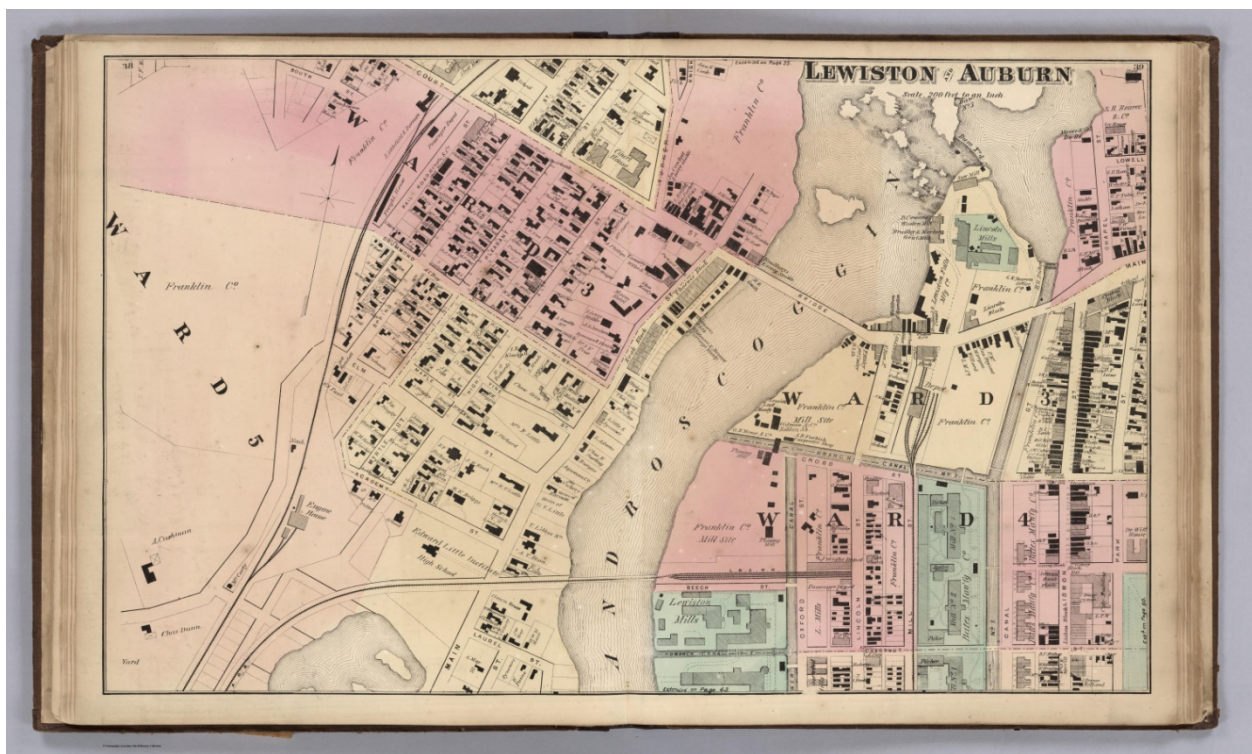
The emergence of both the “Old Auburn” mercantile/commercial core of Court Street and Main Street in the 1860s, and the “New Auburn” mercantile/commercial core of Broad Street and Mill Street in the 1870s resulted from the prosperity, diversity, and vitality generating from Auburn’s compact, populous, walkable, and multi-income level urban residential neighborhoods.

Auburn believes an emerging and demonstrable regional demand for quality market-rate urban residences and an associated demand for appealing downtown destination places offering a high-quality public realm, specialty retailing, and a vibrant social/dining/entertainment scene is at hand.

The design and introduction of an innovative and enhanced system of asset/place-based and multi-modal neighborhood connectivity, would serve as a crucial development platform to accommodate new and innovative urban land-use regulations; to provide for a greater range and diversity of urban residential lifestyle opportunities; to provide for new contextual commercial infill building development; to provide a more profitable urban investment and reinvestment opportunity as a viable alternative to sprawling and costly suburban development; to deliver a greater concentration of young professional talent and enterprise to the urban core; to encourage more district cohesion, neighborhood collaboration,

spontaneous encounter and entrepreneurial exchange; and to enable the general public to comfortably access an appealing range of local and regional transportation options provided by a fully-integrated system of sidewalks, streets, blocks, riverways, and rails in a compact and convenient historic New England city center.

Therefore, the City of Auburn, Maine seeks EDA grant funding to study current conditions and the future potential for enhanced liveability, transportation & circulation connectivity associated with the redevelopment of Auburn's historic (residential-manufacturing-railroad urban core) as the "City of Homes" and the "Heritage Innovation District of Auburn".

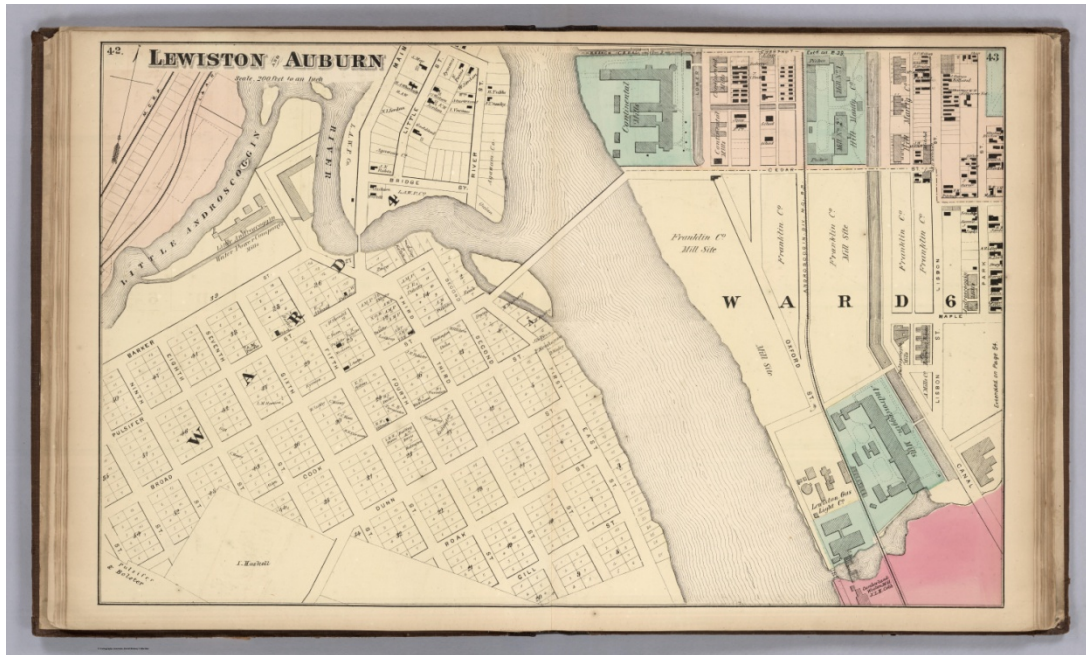


*(1873 Atlas Map of the "Old Auburn" District)*

## The Subject Area

The subject Study Area is a compact urban core of approximately 100 acres contained by the Minot Ave./Pan Am Railroad Corridor and Merrill Hill to the west, the Androscoggin River/River Walk to the east, the Court Street Corridor to the north, and the Broad Street Corridor in the historic neighborhood of New Auburn to the south. The traditional New England contextual pattern of buildings, streets and blocks, a good sidewalk system established more than 140 years ago, and a noteworthy concentration of heritage/cultural/natural assets and architectural

landmarks all provide this neighborhood with favorable opportunities for reinvestment and infill development based on TND (Traditional Neighborhood Design) and TOD (Transit-Oriented Development) principals and techniques.



(1873 Atlas Map of the "New Auburn" Neighborhood)

## Planning & Adoption of Connectivity in Auburn

### **The City of Auburn 2010 Comprehensive Plan**

#### **Adopted Transportation Objectives (within study area):**

- Improve traffic flow and safety on the major road network (Center St. Turner Rd., Minot Ave., etc.);
- Enhance the gateways to the City (Washington St., Riverside Dr., Minot Ave.), including improved standards for development along these roads;
- Explore the creation of a one-way traffic loop in downtown New Auburn in conjunction with the New Auburn Village Center concept;
- Discourage the use of local/residential streets by through/cut-through traffic;
- Develop a safe, interconnected network of pedestrian and bicycle facilities;
- Improve transit services including the local bus system;

## Excerpts from Transportation, Road Network & Connectivity:

### **Section G.2 Road Network**

#### **Strategy G.2.1.c: Improve pedestrian & bicycle access along Rt. 4 Corridor.**

- Develop safe pedestrian crossings through the installation of relief medians at major intersections and the establishment of longer pedestrian crossing signals;



- Require, as part of any road development project, that sidewalks, signaled crosswalks, and dedicated bike lanes be included and/or upgraded as needed;
- Assess the feasibility of establishing a midblock pedestrian crossing to connect Pettengill Park and its surrounding neighborhoods to the downtown.

**Strategy G.2.2.d: Establish streetscape and site design criteria that promote the creation of an attractive gateway along Minot Ave.**

- Require, as part of any road redevelopment project, that sidewalks, signaled crosswalks, and dedicated bike lanes are included and/or upgraded as needed;
- Establish site design standards that support appropriate development along the corridor including:
- Shared parking lots located at the side and rear of buildings;
- Buffers separating commercial uses from residential areas ensuring that lighting, noise, and traffic do not negatively impact neighborhoods;
- Well landscaped pedestrian access amenities (sidewalks, lighting, and medians) among parking lots, buildings, and the street;
- Adequate bicycle parking facilities.



*(The 1875 Maine Central Railroad Passenger Station near the corner of Court St. & Minot Ave., demolished 1956)*

**Objective G.2.9: Maintain an attractive and efficient downtown road network.**

**Strategy G.2.9.a: Establish Elm Street as a primary route from Main Street and the downtown neighborhoods to Minot Ave., developing an attractive, well-designed streetscape:**

- Streetscape improvements should include landscaped esplanade, designated on-street parking, bike lanes, and well-maintained sidewalks and crosswalks;
- Consider eliminating the ability to make left turns onto or from High Street and removing the signal at the intersection of High Street and Minot Ave., in order to encourage traffic to use Elm Street;
- Consider eliminating the Academy Street connection between High Street and Main Street if necessary for the Great falls School site redevelopment;
- Support the establishment of a green gateway along the underdeveloped portions of Main Street to re-establish views of the Little Androscoggin River.

**Local Street Network**

**Objective G.2.11: Provide a network of safe, interconnected pedestrian and bicycle amenities.**

**Strategy G.2.11.a: Undertake a comprehensive review of pedestrian and bicycle access within Auburn addressing location, need, and maintenance.**

- Develop cost effective and appropriate pedestrian and bicycle plan to meet the needs of urban and rural residents;
- Ensure that the local plan is compatible with the long-term goal of the 2008 ATRC Regional Bicycle and Pedestrian Plan to create a regional network of sidewalks, bike lanes, and trails;
- Share information on bicycle and pedestrian facilities and desired improvements with Maine DOT, L/A Trails, and the Bicycle Coalition of Maine. This will assure that planning and funding are done on a comprehensive basis.

**Neighborhood Actions**

**Goal H.1: Foster a sense of place within Auburn's neighborhoods.**

**Objective H.1.1: Create neighborhood area plans that encourage residents to take active roles in addressing issues and enhancing the quality of life within their neighborhoods.**

**Objective H.1.2: Maintain and enhance the quality of life in Auburn's neighborhoods.**

**Strategy H.1.2.c: Manage traffic and limit the potential for “cut-through” traffic in neighborhoods, support traffic calming measures where necessary, and invest in sidewalk and bike route development ad appropriate.**

**Subject Streets within Connectivity Study Area:**

Academy Street	Broad Street
Court Street	Drummond Street
Elm Street	Fourth Street
High Street	Hutchins Street
Laurel Ave.	Main Street
Maple Street	Mechanics Row
Mill Street	Miller Street
Minot Ave. (Rt. 4/11/121/202)	Myrtle Street
Newbury Street	Pleasant Street
Railroad Street	Riverside Street
Second Street	South Goff Street
South Main Street	Spring Street
Third Street	Vine Street







*(Circa 1878 Auburn Universalist Church at the corner of Pleasant & Elm St.)*

### Emergence of Place through Connectivity:

With the coming of the St. Lawrence & Atlantic Railroad in 1848, the Androscoggin & Kennebec Railroad in 1850 (later the Maine Central Railroad-today's Pan Am Railroad corridor), as well as the establishment of Androscoggin County with Auburn as the County Shire in 1854, and the construction of the Androscoggin County Court House in 1857, this distinctive and historic district emerged as both the premiere residential neighborhood for the city's most influential, affluent, and notable families, as well as the location of their professional, banking, mercantile and manufacturing concerns.

The streets and blocks were laid out on a formal urban grid pattern by the late 1850s. A fine Passenger Rail Station was introduced circa 1875 near the crossroads



of Court St. & Minot Ave., soon to be named “Railroad Square”. Large railroad freight depots and rail spurs concentrated along Minot Ave. on the west border of the neighborhood. And here, Auburn’s influential families built their churches in “high architectural style” including the High St. Congregational Church, the Universalist Church, the High St. Methodist Church, the Court St. Baptist Church, and the Court St. Free Will Baptist Church. Most of these important heritage and iconic landmark church buildings continue to grace the skyline and ennoble the living street fabric of the old urban neighborhood. The district today stands as one of New England’s most impressive 19<sup>th</sup> century urban residential architectural nodes.



*(Ara Cushman Shoe Factory located at the site of today’s Union Street Extension near corner of Court St.; demolished circa 1970)*

Between the early 1870s and 1910’s these local influential families, and newly arrived industrial entrepreneurs, erected a great concentration of large multi-story shoe (and associated box) manufacturing factories within this compact railroad-oriented district. Throughout this era of industrial and economic expansion various banks, inns, social and fraternal halls, and mercantile establishments lined Main Street along the Androscoggin River, and concentrated on Court Street in close

proximity to the County Court House and North Bridge on the east and north border of the district.

### Loss of Connectivity & Place:

Post-WWII the fate of this vibrant and valuable district follow the same fateful path as did most, if not all, of our once great New England manufacturing cities. Most traditional (shoe & textile) manufacturing went south or off-shore. The general affordability of the automobile transformed residential lifestyle patterns, and therefore transformed work, social, and consumer patterns. Passenger railroad service came to an end in Auburn. Land, both residential and commercial/industrial, was affordable and available in the suburbs, and gasoline was cheap to burn. Many of the grand multi-story red-brick shoe & box factory buildings were demolished or lost to fire. Intense “pass-through” vehicular traffic came to dominate and ultimately subjugate the human-scaled, pedestrian-oriented, and unique personality of this district. Buildings and signage within the streets and corridors of the old neighborhood were increasingly functionally designed to relate exclusively to the automobilist traveling by at 30-40 MPH. Disinvestment in urban residential, mercantile, industrial, social properties became the norm, blight solidified, the fabric was torn, bonds were broken, buildings and people were “detached” from the street, disconnection set in, sidewalks became empty, people felt less secure, and value was substantially eroded.

(Connectivity) had once transformed this district into the pride and glory of Auburn in the 19<sup>th</sup> century; the loss of connectivity brought this district “to its knees” during the last 50 years. Auburn believes that (re-Connectivity) will transform it once again as a place standing upright on its feet and resiliently walking on a clear path for the 21<sup>st</sup> century.



*(View from the roof of the Lunn & Sweet Shoe Factory Building looking north along Minot Ave. Corridor)*



*(View from roof of Lunn & Sweet Shoe Factory Building looking across Minot Ave Corridor & Pan Am Railroad track east down Drummond St. into “Old City” neighborhood towards Androskoggin riverfront; proposed site of Local Transportation Center & Regional Multimodal Transportation Center)*

### “The City of Homes” Model Street/Magnet Street:

During the past 30+ years the City of Auburn has dedicated and directed substantial CDBG funding into Auburn’s historic urban core neighborhoods. World-class historic mercantile and manufacturing blocks have been thoughtfully restored brought back from the very brink of ruin, existing historic homes have been rehabilitated and upgraded, new affordable quality housing has been constructed and woven back into the original street fabric, riverfront land once severely contaminated has been restored and rededicated as magnificent parkland for the health of both inner-city families and the general public, buildings beyond repair and contributing to systematic urban blight have been selectively demolished, and quality pedestrian amenities have been introduced. The neighborhoods once considered “at-risk” and highly unstable have been physically and socially stabilized; most New England historic neighborhoods and downtown districts consistently prove to be strikingly resilient. It seems Auburn’s core urban neighborhoods have survived the worst days of urban flight, urban blight, suburbanization, motorization, and financial, social and cultural disinvestment; now the time has come to move beyond the goal to survive, and to reach the goal to thrive.

The infusion of CDBG funding into Auburn’s urban core neighborhoods has been directed in a decentralized or diffused pattern, so as to provide critical reinvestment and benefit to a

wide range of low & moderate income individuals and families throughout the entire geographic area; a balanced stabilization approach.

However, the City of Auburn contemplates an alternative approach to the dedication and direction of CDBG funding for urban residential reinvestment based upon a “**Model Street or Magnet Street**” redevelopment approach. This approach would involve the selection of a particular urban core neighborhood street, through a high-profile citizen/neighborhood-participatory visioning and planning process, which would then serve as a “model” for an intense application of (TND) Traditional Neighborhood Design techniques, up-design for public realm connectivity & amenities, street-based neighborhood organizational formation, historic restoration & preservation investments, heritage interpretation programming, and an economic restructuring that would foster private sector reinvestment characteristics which would support and enhance the expansion of market-rate housing stock woven into and living compatibly with affordable housing stock along the neighborhood street.

Auburn seeks to encourage a renaissance of home-ownership in the historic urban core neighborhoods, and thereby reclaim its place as “The City of Homes”.

### Old Auburn-New Auburn: Rediscovery of the Mercantile/Commercial Cores:

Downtown Auburn (proper) is concentrated upon Court Street and Main Street in “Old Auburn”. The Village Center is concentrated upon Broad Street and Mill Street in “New Auburn”. Both reached their apex of commerce, trade, social exchange, civic gathering & identity, architectural grandeur & distinction, political power, and cultural vitality by 1920. The architecture and economics of both Court Street (Old Auburn) and Mill Street (New Auburn) were characterized by a functional street fabric of human-scaled street blocks, numerous building lots usually no wider than 40-60 ft., a unified line of pedestrian-scale 2-4 story buildings, block faces architecturally designed to strongly address the person on the sidewalk, ground level stories filled with retail and mercantile businesses, upper stories filled with professional offices and fraternal/social/public halls, world-class church buildings, government buildings, and institutional/organizational buildings designed by nationally renowned architects, and fine residences of respected local families, all lined by magnificent and stately elm trees; the heart of the lovely “City of Homes”.

Auburn is prepared to develop and produce an innovative Form-Based Code approach to re-establishing its functional street fabric of pedestrian-oriented mercantile buildings, to creating a heritage tourism economy, to introducing more quality market-rate residential stock in the upper stories of downtown commercial properties, and fostering a dynamic evening scene built upon cultural offerings, café’s, fine dining, and social encounter.



## Auburn “The City of Homes” – Matters of Connectivity Study:

- Identify, observe, analyze, evaluate: pedestrian, bicyclist, vehicular, & railroad circulation nexus and conditions along Minot Ave. Corridor (in particular east-west circulation across Minot Ave. and Pan Am Railroad tracks providing connectivity between riverfront/“Old City” residential neighborhood and Edward Little High School/Merrill Hill neighborhood);
- Lack of options for and barriers to urban accessibility and cross-mobility;
- Design approaches to maximize a more multi-modal urban lifestyle;
- Preserve and infill Auburn’s “Old City” traditional, human-scale & pedestrian-oriented building and street pattern as a model of 21<sup>st</sup> century economic & social sustainability;
- Locate & up-design a center-place or “heart” of the “City of Homes” and new Heritage Innovation District;
- Identify primary points/concentrations/clusters/nodes/landmarks to be connected;
- Contextual design of the proposed Regional Intermodal Transportation Center into the historic pedestrian-oriented fabric of the “Old City” neighborhood & along the Pan Am Railroad line;
- Connectivity options between the new Local Transportation Center on Spring Street and the proposed Intermodal Transportation Center on Minot Ave. & potentially across the Pan Am Railroad line;
- Study proposed new intersection alignment and pedestrian crossing signal/cross walk at Elm Street & South Goff Street designed to benefit multi-modal district circulation, safety and parking, and the redevelopment of the Lunn & Sweet Building;
- Implementation of innovative methods to provide for parking needs within the Heritage Innovation District;
- Provision of safer and more convenient connectivity to and from the Androscoggin and Little Androscoggin riverfronts/river-walks/trails along the traditional street network of the “Old City” neighborhood;
- Consideration of various traffic calming measures & techniques be introduced to the Minot Ave. Corridor within the “Old City” district; (between Court St. & High St.);
- Determining the costs and benefits of on-street parking in the Heritage Innovation District; Where can more on-street parking be introduced if beneficial;
- How does the traditional building and street pattern contribute to a more multi-modal lifestyle and quality of life in an urban district? How can the traditional building and street pattern be preserved and reinforced to provide for a multi-modal transportation lifestyle?
- Consideration of Academy Street being discontinued as a vehicular thoroughfare and redesigned as a pedestrian lane abutting Edward Little Park;
- Consideration of High Street being discontinued as a vehicular thoroughfare south of Academy Street and elimination of the intersection/at-grade railroad crossing at Minot Ave. & High Street;

- How can the Edward Little High School campus, atop Merrill Hill, be reconnected and re-oriented to the “face” of the city and riverfront from Minot Ave. and the “Old City” district? What may be the best method of connective infrastructure for the exceedingly steep eastern slope of Merrill Hill from the Minot Ave. Corridor?;

### New Connectivity & Place:

In closing, the residential renaissance of Auburn’s historic “City of Homes” urban core and the development of the the “Heritage Innovation District of Auburn” will involve facilitating the attraction and accommodation of higher concentrations of young professionals, the creation and expansion of appealing and affordable urban residential options, the creation and expansion of quality innovation start-up enterprise & co-working spaces, and the delivery of a more vibrant, enriching, and sustainable “New Urban” lifestyle.

The potential for the proposed District as a high-quality & high-value urban Innovation Lifestyle ecosystem will be significantly advanced through the planning, design, development of (innovative connectivity improvements) that maximize the spatial and contextual relationships between historic neighborhood streets, sidewalks, blocks, parks, trails, riverfronts, buildings, nodes, landmarks, the proposed redevelopment of the (148,000 sq. ft.) 1912 Lunn & Sweet Shoe Factory Building and three associated mixed-use buildings on Minot Ave., the proposed new Regional Inter-Modal Transportation Center on Minot Ave., as well as the new Local Transportation Station on Spring Street, and combined with high-quality (public realm) design standards for the proposed Heritage Innovation District of Auburn.

The high levels of district multi-modal transportation & circulation connectivity, safety, accessibility, mobility, sustainability, vibrancy, and livability are to be based upon the innovative urban planning principles and practices contained in (TND) Traditional Neighborhood Design, (TOD) Transit-Oriented Development, and possibly (FBC’s) Form-Based Codes.



*(1904-1914 Lunn & Sweet Shoe Factory Building on Minot Ave.)*

### Planning and Resource Allocation:

The current downtown plan and the city's comprehensive plan articulated vision for the development and redevelopment of Auburn's downtown. The following sources of funding to implement plan elements, noted above, have been identified: CDBG, TIF district #10, Economic Development Administration (EDA), other grant opportunities and annual budget allocations.

### Neighborhood Projects:

The following is a list of potential public improvement projects, by downtown neighborhood, that was derived from a consultation with municipal staff.

New Auburn Downtown:

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

Newbury Street & Laurel Avenue:

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

Old Auburn downtown:

1) Construct transportation center (public transportation)	\$500,000
2) Redevelop Moulton Park.	\$250,000
3) Close Academy Street/Main Street intersection.	\$150,000
4) Relocate traffic signal from Academy St. to Elm St.	\$150,000
5) Acquire Main Street properties pursuant to ADAPT plan.	\$1,000,000
6) Develop additional public parking West of Mechanics Row.	\$700,000
7) Redevelop Edward Little Park.	\$500,000
8) Develop bicycle and pedestrian crossing over railroad.	\$50,000
9) Underground utilities, decorative lighting, public art and fencing.	\$250,000
10) Downtown parking garage.	\$5,000,000
11) Replace 72 inch storm drain under Great Falls.	\$1,000,000
12) Construct public seating area around Civil War monument.	\$35,000
13) Improvements to West Pitch Park.	\$75,000
14) Acquire properties along the East side of Minot Avenue.	<u>\$250,000</u>
<b>Total for Old Downtown Development</b>	<b>\$9,910,000</b>

Uptown Auburn (S. Goff St. extended):

1) Extend S. Goff Street to Elm Street intersection.	\$2,000,000
2) Underground utilities.	\$1,200,000
3) Acquire land for parking.	\$900,000



4) Reconnect pedestrian access trail to Edward Little High School.	<u>\$40,000</u>
<b>Total for Uptown Auburn</b>	<b>\$4,140,000</b>

## **Budget for Staff and Contract Services**

Beyond the allocation of current staff resources it is recommended that additional data be produced regarding current market conditions for both the commercial and residential markets within the central areas of Auburn and Lewiston. It is recommended that in EDA planning grant (50% local match required) be pursued to address this need.

**Estimated contract services: (\$30,000 EDA - \$30,000 Auburn) \$60,000**

### 1) Organizational Planning

- Identify Stakeholders (including but not limited to: property owners, residents, business owners and tenants, arts and culture professionals, teachers and students, heritage preservation professionals and environmental professionals)
- personally contact and survey stakeholders
- present organizational models to stakeholders
- staff selected organizational structure

**Staff Hours 1,040 Contracted Services 0 Cost \$38,769**

### 2) "Place -- Making" Design (Physical Form)

- guide preparation and adoption of a form-based land-use code
- redesign physical infrastructure for pedestrians and bicycles
- modify sign regulations

**Staff Hours 1,040 Contracted Services \$30,000 Cost \$68,769**

### 3) Promotion, Marketing, Relationship Building and public speaking

- prepare marketing materials for Auburn
- coordinate special event's and festivals
- implement wayfinding sign program
- promote downtown entertainment
- coordinate social media
- prepare and distribute information for media releases

**Staff Hours 1,040 Contracted Services \$10,000 Cost \$48,769**

<b>Contracted Services</b>	<b>\$70,000</b>
<b>Staff Services plus Local Match</b>	<b>\$146,307</b>
<b>Total Cost</b>	<b>\$216,307</b>

LEWISTON CITY COUNCIL  
WORKSHOP AGENDA  
TUESDAY, November 12, 2013  
7:00 P.M. or Immediately Following the Joint Lewiston Auburn Council Meeting

1. Executive Session – Consultation with City Attorney

2. Executive Session – Land Disposition

The purpose of this session is to review a draft option agreement for Mill 5.

3. Lewiston Auburn Economic Growth Council Contract/Scope of Services

Over the last year, there have been on-going discussions between Lewiston, Auburn, and other stakeholders regarding the Lewiston Auburn Economic Growth Council and the services that it offers to the two communities. This included discussions at several joint Council meetings where interest was expressed in focusing LAEGC's efforts on two primary areas – our downtowns and industrial development particularly focused on transportation and logistics.

To move this forward, a subcommittee was established representing both cities, LAEGC, the Lewiston Development Corporation, and the Auburn Business Development Corporation. Council President Cayer and I represented Lewiston. That group has met 9 times and has inventoried the economic development assets, resources, and services provided by the various involved organizations; discussed the roles and functions of the Joint Economic Development Committee that has been proposed; reviewed mission statements; and identified economic development needs.

The subcommittee completed its initial work by developing a draft joint services contract and proposed scope of services. The draft contract would be between LAEGC and the Cities; would cover a multi-year period; and would be subject to annual adjustments to reflect cost increases and/or agreed upon changes in the scope of services.

The scope of services outlines 8 proposed functions/services to be provided by LAEGC and identifies anticipated tasks, projects, and outcomes as well as expected deliverables. Associated with this scope of services is a chart identifying the hours and costs associated with each of the functions. The City of Auburn has set a November deadline for having such an agreement in place.

The Council has previously reviewed this draft at an earlier workshop. Auburn has held two workshops and has raised a number of questions and issues. As I understand it, the attached memo from Auburn Mayor LaBonte appears to be the template that Auburn will be using as this process moves forward. We would like to review the issues and questions that have been raised with you on Monday so that we have a sense of the Council as this process moves forward.

All of the other background documentation is attached.



November 15, 2013

TO: Clint Deschene, City Manager  
FR: Mark Adams, Chair – LAEGC  
RE: Responses to Requests for Information (Memo of 11-8-13)

Below and attached please find LAEGC's initial responses to recent Auburn City Council discussions and your RFI memo regarding the proposed Joint Economic Development Scope of Services. We have attempted to respond to the requests as best we could at this time. In some areas we have requested more definition to the City's request in order to provide a complete and correct response. With regards to requests for revised cost allocations due to changes in the scope of services, we respectfully suggest that the revised scope and clarifications need to be finalized before estimating/reallocating costs. We will be pleased to provide this information once all the information is understood and a final revised scope of services is developed.

Attached you will find the a revised Scope of Services based upon the Auburn City Council's last workshop discussion and memorandum from Mayor Jonathan LaBonte'.

We have attempted to respond to your memo with your questions, as presented, followed by our response in [blue](#).

- 1. Reduce staff costs for Economic Development Strategy by contracting/privatizing the service. Please provide a new cost based upon contracted service.**

**[Response:](#)** We have adjusted the Scope of Services to provide for the hiring of an independent consultant, specializing in economic development strategy, to assist the Cities and the LAEGC in the development of a new Economic Development Strategy (EDS). LAEGC, if assigned and funded, will develop the EDS Consultant RFP and involve representatives of the cities and/or Joint Economic Development Committee (JEDC). LAEGC will then solicit proposals, select and engage the Consultant in consultation with the EDS Steering Committee. LAEGC will provide administrative, logistical and facilitation support of the chosen Consultant, the process, and the EDS Steering Committee.

- 2. Document the qualifications of the staff member that will coordinate Joint Economic Development and reduce hours. Then share the new cost to provide the service.**

**[Response:](#)** The LAEGC envisions the hiring of a new position (replacement of existing) to meet the services and requirements of the new Scope of Services including joint economic development coordination. A complete job description, job duties, qualifications and expected salary range will be finalized once the final Scope of Services is determined. Costs for this area will then be developed and provided.



3. Increase marketing and promotion to reflect a full-time position. Please provide the new increased cost.

Response: All marketing and promotion activities and efforts have been consolidated into the Marketing and Promotion service area. The full-time apportionment of the Marketing Director position will be allocated to this area. One unknown in this area is the potential assignment of GFTV resources and personnel. If determined, allocation of activities and costs will be readjusted. Also, the current cost allocations contemplates very modest funding for advertising and promotional materials. Depending on the Cities support of the branding initiative funds/costs to this activity may be readjusted.

4. Refine the scope of work for Business Attraction and Development to include a business visitation program that will only be coordinated by the Growth Council, City staff will do the actual visits. Also privatize the database of available inventory to a separate agency or commercial brokerage firm (possible approach the Chamber of Commerce). Please provide the new, reduced cost structure.

Response: The Scope of Services has been revised to include a Joint Business Visitation Program. The program will be coordinated by the LAEGC with participation by the Cities' economic development staffs. The database of developable land and properties has been expanded to include coordination with private commercial brokers and landowners.

5. The City Staff is researching ways to privatize Targeted Growth and do this internally. Per the discussion the Council would also like a proposal from the Growth Council to privatize the marketing and business attraction for our Industrial areas included in the scope of services. As a potential direction the City is exploring contractual options similar to what the Maine Port Authority has with Soli DG, the private firm. Please provide a new cost.

Response: The Scope of Services has been revised to include, if assigned, having the LAEGC contract for a private entity to provide 'port authority' (trade, logistics, transportation) services and promotion. The exact services requested of a consultant will need to be further determined. If assigned to the LAEGC, requisite funding will need to be added to account for the cost of the Consultant services. Once the final scope of 'port authority' services is determined the LAEGC can also provide an estimate for the LAEGC to provide the same services, if requested.

6. The City will be reporting an internal Downtown development program or format for the meeting. Auburn Council sees that Joint Economic Development could be reworked to have LAEGC provide enhanced policy support for the downtown. Please see the memo from Mayor LaBonté and remove Downtown Development but enhance Joint Development to meet this direction. Please provide a new cost estimate that should reflect a decrease in cost.

Response: The revised Scope of Services has been adjusted to eliminate direct downtown development services. As noted, the LAEGC will continue to generally support the development of the Cities' downtowns, as well as assist specific businesses interested in locating in the downtown areas.

7. The Staff will research project financing support but I would urge you to also seek a contracted service model where finance consultation would be provided through a service contract. Loan pool management cost should be quoted separately and a cost should be given for the finance consultation.

Response: We would need some clarification to what a 'contracted service model for finance consultation' would look like. Conceptually, we do not believe that the business finance consultation and services that the LAEGC currently provides can be privately contracted. The LAEGC is the designated agency for many of the loan pool programs it administers and consults. Further, some of the federally funded business financing programs would not permit private administration and operation. The costs for loan pool administration are nominal and require just a few hours a week. Loan pool administration activities would include receipt/disbursement of loan payments or proceeds, accounting and auditing, compliance reporting, etc.

8. Administration and Governance should be detailed to show the specific services and costs to support ABDC and LARC. The services would include meeting coordination, financial management, operations staffing, and general administration. These should reflect a reduced cost.

Response: The services provided by the LAEGC to support the administration and operation of the development corporations, including the Auburn Business Development Corporation and the Lewiston-Auburn Railroad Corporation, are reasonably detailed in the current scope of services. The services provided cannot be completely projected but generally consist of support of each corporation's activities including meeting coordination, minutes, legal, accounting/audit, research, new business attraction, real estate sales and management, project development and management, event coordination, support for corporation governance, etc.

Each of the development corporations currently provide funding to the LAEGC in excess of the costs of services to support the corporations' individual needs. The additional funding is provided in support of the LAEGC's other activities and services. These funds serve to offset and discount the cost of services provided to the cities and therefore, reduce local taxpayer commitment.

**SCOPE OF SERVICES**  
**for**  
**Delivery of Joint Economic Development**  
**on behalf of the**  
**Cities of Auburn and Lewiston**  
**by the**  
**Lewiston-Auburn Economic Growth Council**

The Cities of Auburn and Lewiston have contracted with the LAEGC for the provision of certain economic development-related services for the communities. The LAEGC through the Economic Development Services Contract and this Scope of Services agrees to provide, perform and/or undertake said services, functions or responsibilities and to be compensated for the costs/hours associated therewith.

The responsibilities, services, functions and tasks listed are organized by two methods. The first is by general function/service area. Within each function/service area there is a description of perennial (ongoing) responsibilities assigned to the LAEGC. The second is by specific tasks, projects or initiatives contracted for within general service/function areas. These will include more particular task descriptions, schedules, anticipated activities and expected outcomes. The specific tasks list may vary from year to year.

The LAEGC shall be responsible for performing the contracted services/functions and shall coordinate and communicate with the Cities, through the Joint Lewiston-Auburn Economic Development Committee (JEDC) on its progress and results. The LAEGC and the JEDC will also be responsible for assigning and negotiating new functions or tasks on an annual basis.

Each area/listing shall include a **HEADING** and description and then be organized as follows:

**FUNCTIONS/SERVICES** (general)

**Tasks/Projects** (specific)

*Anticipated Activities*

*Expected Outcomes*

Summary of Estimated Hours of Service and Allocated Cost (see attached summary)

## SCOPE OF SERVICES FY2015 – FY2017

### 1. ECONOMIC DEVELOPMENT STRATEGY

Description: The cities are interested in developing and adopting an Economic Development Strategy (EDS) for the community. The EDS will address all economic sectors and areas of the communities (e.g. industrial, commercial, service, retail, downtowns, jobs, transportation, education, etc.) The EDS will reflect the economic development goals of the cities and specific tasks/approaches recommended to achieve the goals. Once adopted the EDS will need to be implemented and annually reviewed/updated to reflect progress, changing priorities, goals and economic conditions. LAEGC will contract for an experienced consultant to assist in the development of the EDS.

#### **FUNCTIONS/SERVICES:**

- ❖ Collaborate with the Cities, Economic Development Stakeholders, Partner Organizations and the community at large
- ❖ Monitor economic trends (local, state and national) to assess opportunities and priorities
- ❖ ~~Implement and maintain~~ Coordinate the development of the joint Economic Development Strategy
- ❖ Track and measure progress of strategic initiatives and goals
- ❖ Periodically coordinate a review of the EDS

#### ***Anticipated Activities:***

1. Annual Economic Development Strategy implementation
2. Annual EDS Progress/Results Report to Cities
3. Annual Review (w/Joint Economic Development Committee) of EDS goals, priorities and initiatives

#### **Tasks/Projects:**

1. Development of a joint Lewiston-Auburn Economic Development Strategy
  - 1.1. Establish, in consultation with the JEDC and LAEGC Board, an EDS Steering Committee
  - ~~1.1.1.2. Develop process for Overall Economic Development Strategy development~~ Solicit and contract, in consultation with the Steering/Advisory Committee, an independent, qualified economic development strategy consultant to provide research, analysis, and development support of the EDS
  - ~~1.2.1.3. Identify and engage stakeholders and community~~
  - ~~1.3. Establish Steering/Advisory Committee~~
  - 1.4. LAEGC to assist EDS process with administrative, coordination and committee support services
  - ~~1.4.1.5. Develop Draft Economic Development Strategy~~
  - ~~1.5.1.6. Review/Adopt Strategy by Cities' Joint Economic Development Committee~~

#### ***Expected Outcome(s):***

- Adoption of Joint Economic Development Strategy for Lewiston and Auburn

- Note: Funding for Economic Development Strategy Consultant will be separately identified and budgeted within LAEGC contracted services.



## 2. JOINT ECONOMIC DEVELOPMENT COORDINATION

Description: LAEGC shall facilitate and promote the joint approach, appearance and implementation of the “public sector side” of economic development in the cities. LAEGC will work to coordinate efforts on projects, interests and/or issues that are deemed to be of a joint nature. LAEGC will act as steward of and monitor the application of the Joint Economic Development Protocol.

### **FUNCTIONS/SERVICES:**

- ❖ Lead and support cities in joint economic development activities
- ❖ Establish a primary point of contact (POC) for business inquiries
- ❖ Solicit feedback and concerns of local businesses
- ❖ Maintain Joint Economic Development Protocol and TIF Policy
- ❖ Manage competition between the two cities

### ***Anticipated Activities:***

- 1) Facilitate periodic review of Joint Economic Development Protocol and TIF Policy
- 2) Lead implementation of Joint Economic Development Protocol
- 3) Track client contacts and results
- 3)4) Development and coordination of a Joint Business Visitation Program
- 4)5) Recommendation to Cities of issues, projects, processes or policies that would enhance joint economic development

### **Tasks/Projects:**

1. Review of Joint Economic Development Protocol and TIF Policy
2. Work with Cities economic development staff to develop clear, efficient process for business referrals-referrals
3. A Joint Business Visitation Program for local businesses
  - Identify key issues to be discussed and recorded
  - Identify key businesses and sectors annually
  - Design a format for each visitation for optimal input and continuity
  - Coordinate and track visits amongst City economic development and LAEGC staffs
  - Follow-up on concerns, issues and trends from each visit with appropriate parties
  - Be prepared to respond as needed to developing issues and individual business needs

### ***Expected Outcome(s):***

- Revised Joint Economic Development Protocol and TIF Policy
- Joint Business Visitation Program

### 3. MARKETING and PROMOTION

Description: LAEGC shall be responsible for marketing and promotion of Lewiston and Auburn for business attraction and economic development purposes. The LAEGC will act as a clearinghouse for other community marketing efforts seeking to support, coordinate and reduce duplication in the collective efforts. LAEGC shall be vested with maintaining the branding of the cities and work collaboratively to establish and promote the “brand”. In its marketing and promotion activities that LAEGC shall employ traditional media (electronic and print) advertising, internet mediums, social media, press releases, public events and announcements, etc. The LAEGC will promote and represent the communities both locally, regionally, statewide, and beyond as appropriate. The LAEGC will also work to recognize and celebrate the economic achievements of the cities, businesses and citizens.

#### **FUNCTIONS/SERVICES:**

- ❖ Marketing and promotion of the communities and their assets
  - ~~Coordinate with and support Downtown and Industrial/Trade/Logistics/Transportation marketing and promotion efforts.~~
  - Develop and promote marketing and collateral materials which promote the cities and their economic growth.
  - Coordinate with and support Visitor/Tourism promotion efforts within and outside of the community.
  - Assist in the marketing and promotion of the cities industrial/commercial parks and Auburn-Lewiston Municipal Airport
  - Assist/support marketing and promotion activities of the cities’ downtowns
- ❖ Recognition/celebration of the communities’ economic progress
- ❖ Maintenance of Economic Development/Community Promotion website and social media sites
- ❖ Actively lead/coordinate community branding “image” efforts
- ❖ Collaborate/Participate with other community promotion efforts
- ❖ Advisory Group for Economic Development Marketing and Promotion
  - Engage stakeholders, interested business representatives and marketing professionals to provide advice and guidance in marketing/promotion efforts

#### ***Anticipated Activities:***

- 1) Development of Annual Marketing and Promotion Plan
- 2) Maintenance and Publication of Joint Marketing Materials
- 3) Creation and Maintenance of Websites and Social Media sites
- 4) Development of and attendance at Marketing and Promotion Events
- 5) Facilitate/Organize the Annual Business to Business Trade Show
- 6) Preparation and Issuance of Media Releases/Events
- 7) Creation of an Economic Development Marketing Advisory Group

#### **Tasks/Projects:**

1. ~~LAEGC will work with the cities and Great Falls TV to explore the use of the cities’ public access capabilities and resources in economic development marketing and promotion.~~
  - 1.1. ~~Explore necessary methods, structure and/or agreements to incorporate Great Falls TV operations and personnel within the LAEGC~~
  - 1.2. ~~Assess and report on uses and benefits of the capabilities and resources of Great Falls TV in economic development promotion and marketing efforts (not including public access promotion)~~

*Expected Outcome(s):*

- ~~Report to the Joint Economic Development Committee on the viability and use of public access resources for joint economic development~~
- Annual Marketing and Promotion plan

Note:- 1. Cities will discuss and consider consolidating the services and resources of Great Falls TV (GFTV) under the LAEGC to provide for additional marketing, business and community promotion.

- Note 2: In addition to the above, successful marketing and promotion efforts require dollars for advertising and printing. The proposed LAEGC budget includes a nominal amount of funds designated for these activities.

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#### 4. BUSINESS DEVELOPMENT, ATTRACTION and RETENTION

Description: LAEGC shall be responsible for leading, coordinating and supporting public sector and private sector efforts to grow, improve and retain businesses in Lewiston-Auburn. LAEGC will focus on helping to create a positive business and community friendly environment which encourages the growth and location of business in the cities. ~~LAEGC shall serve as a central point of contact/resource for businesses development for the cities.~~ LAEGC will also monitor, track and inventory economic development trends and resources to guide the cities in overall economic development efforts.

##### **FUNCTIONS/SERVICES:**

- ~~❖ Facilitate/serve as central point of contact/support for new business development and attraction~~
- ❖ Assist existing business retention and/or expansion
- ~~❖ Support a business visitation program to identify their needs and concerns~~
- ❖ In coordination and cooperation with commercial brokers, private landowners and the cities, maintain regional database of potential development sites and real estate properties
- ❖ Assist clients in conducting site searches and facilitate tours of the community
- ~~❖ Monitor issues/resources affecting the effectiveness of business development~~
- ❖ Serve as agent/administrator of the commercial/industrial parks controlled by local development corporations.
- ❖ Coordinate and support the administration of the cities' industrial/commercial parks.
- ❖ Encourage the involvement of the private and non-governmental sectors in economic development efforts
- ~~❖ Focus on capitalizing, promoting and attracting transportation and logistics related growth.~~

##### ***Anticipated Activities:***

- 1) Seek and support existing business retention and new business development. Track #'s of businesses assisted, outcomes, common trends and noted community needs/issues
- 2) Jointly mMaintain and update inventory of developable properties in the industrial, commercial and downtown sectors of the cities
- ~~2) Assist the Cities in the development and coordination of a business visitation program~~
- ~~3) Identification of issues, regulations and/or regulations which may negatively or positively impact business development in Lewiston-Auburn~~
- 4)3) Provide an annual report of business development to Joint Economic Development Committee

##### **Tasks/Projects:**

##### ***Expected Outcome(s):***

- Annual report of business development to the Joint Economic Development Committee



## 5. TARGETED GROWTH OPPORTUNITIES

Description: The Cities of Lewiston and Auburn have numerous economic, geographic, and social strengths in the pursuit of economic development. In order to maximize economic growth potential the cities seek to target specific growth opportunities. LAEGC will work jointly with the Cities, business community and stakeholders to lead, promote and support the growth efforts of targeted economic opportunities. Targeted opportunities shall be identified in the Economic Development Strategy and/or as determined to be in the best interests of the communities. LAEGC efforts will include the employment of industry/sector specific marketing plans and methods, identification and pursuit of specific businesses and/or business growth. Efforts to increase targeted growth areas will include a mix of expansion of existing businesses and new business.

### **FUNCTIONS/SERVICES:**

- ❖ Lead, undertake and support joint community efforts for targeted growth opportunities
- ❖ Assist the communities in identifying targeted growth opportunities
- ❖ Market and promote targeted growth opportunities
- ❖ Contract for Port Authority services and promotion with a private entity (if assigned)

### **Anticipated Activities:**

- 1) As determined ~~by specific growth opportunities, plans and goals~~

### **Task/Projects:**

- ~~1. Industrial, Trade, Logistics and Transportation (ITLT) Growth~~
  - ~~1.1. Create an ITLT Advisory Group~~
    - ~~1.1.1. Identify Stakeholders~~
    - ~~1.1.2. Recruit Members~~
    - ~~1.1.3. Provide Staff Support~~
  - ~~1.2. Develop an ITLT Attraction and Marketing Plan~~
    - ~~1.2.1. Identify community strengths and opportunities for ITLT growth~~
    - ~~1.2.2. Create collateral materials~~
    - ~~1.2.3. Attend/sponsor events targeting ITLT markets and businesses~~
  - ~~1.3. Act as contact and resource for ITLT businesses seeking to expand or locate in the community~~
    - ~~1.3.1. Provide targeted technical assistance for ITLT businesses~~
- ~~2. Examine the creation of a Port Authority~~
  - ~~2.1. Evaluate the mechanisms and benefits of establishing a port authority including legal and organizational requirements and develop recommendations.~~
  - ~~2.2. Issue a report of findings and recommendations~~

### **Expected Outcome(s):**

- Assignment of Staff Resource~~Independent, Specialized Entity~~ for Industrial, Trade, Logistics and Transportation Growth and Development
- ITLT Attraction and Marketing Plan
- Appointment of ITLT Advisory Group
- Quarterly Report to Joint Economic Development Committee (JEDS) of ITLT Activities
- ~~▪ Report to the JEDS on creation of a Port Authority~~

**Note: If assigned, LAEGC will solicit, contract and coordinate the hiring of an independent entity to provide port authority services including promotion and attraction of ITLT businesses. If assigned, the Cities will provide funding to support administrative and contracted services in this area.**

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## **6. COMMUNITY DEVELOPMENT - DOWNTOWN**

~~Description: The Cities recognize that the true definition of economic development includes addressing community issues and needs which influence the growth and development of the community. Such issues are outside traditional economic development activities (financing, marketing, infrastructure, site location, etc.). Community development may include planning, social, educational, regulatory, or capacity issues. These issues are important to the total economic development strategy of a community. Efforts to impact/improve community development issues may take the form of specific planning and/or project activities. LAEGC will provide support and coordination to community development efforts in Lewiston and Auburn. Also, LAEGC will, from time to time, be engaged to lead and/or perform specific community development functions or projects.~~

### **FUNCTIONS/SERVICES:**

- ~~❖ Support community development efforts/initiatives of the Cities.~~
- ~~❖ Assist the communities in identifying issues or projects which negatively influence the economic development of the cities.~~
- ~~❖ Lead initiatives and/or perform projects which have been determined needed to improve the economic development of the Cities.~~

### **Anticipated Activities:**

- ~~1) As determined by specific projects and/or assignments~~

### **Tasks/Projects:**

- ~~1. Joint Downtown Development~~
  - ~~1.1. Develop Joint Downtown Advisory Committee~~
    - ~~1.1.1. Identify stakeholders~~
    - ~~1.1.2. Recruit members~~
    - ~~1.1.3. Provide staff support~~
  - ~~1.2. Coordinate/support special events and activities~~
  - ~~1.3. Act as downtown ombudsman~~
  - ~~1.4. Participate, lead and/or support downtown planning efforts~~
    - ~~1.4.1. Help implement existing plans~~
    - ~~1.4.2. Evaluate downtown zoning and regulatory requirements~~
      - ~~1.4.2.1. Parking, aesthetics, sign requirements, complete streets, etc.~~
    - ~~1.4.3. Coordinate with City Staffs to make recommendations for relevant amendments or adoption of regulations~~
  - ~~1.5. Provide/coordinate downtown promotion and marketing~~
  - ~~1.6. Identify and solicit grants related to downtown and neighborhood activities and plans~~

### **Expected Outcome(s):**

- ~~▪ Assignment/creation of staff resource for downtown development~~
- ~~▪ Development of joint downtown development programs and activities~~

## **7.6. PROJECT FINANCING and PORTFOLIO MANAGEMENT**

**Description:** LAEGC shall develop and manage financing resources and programs designed to provide “gap” and other financing for businesses locating or expanding in Lewiston-Auburn. LAEGC shall act as a clearinghouse for entrepreneurs and businesses seeking business financing. LAEGC shall coordinate/collaborate with public and private lending organizations and programs to provide assistance and guidance to clients. LAEGC shall administer and manage the cities business lending/grant programs, as assigned. LAEGC will endeavor to identify, develop and expand the amount and availability of business support resources in the community.

### **FUNCTIONS/SERVICES:**

- ❖ Act as a business financing clearinghouse for the Cities
- ❖ Serve as a guide-navigator to businesses seeking financial resources in support of growth or development
- ❖ Seek and advocate for additional community resources targeted for economic development
- ❖ Manage assigned loan/grant programs from the Cities, development corporations, State/Federal agencies or private institutions
- ❖ Staff support of LAEGC Loan Committee/business financing advisory group

### ***Anticipated Activities:***

- 1) Staff and support ~~Creation and appointment of~~ Joint LAEGC Loan Committee/business financing advisory group
- 2) Loan program and portfolio management and administration
- ~~2)3) Monitor other ‘public’ financing programs and coordinate services delivery to minimize duplication~~
- ~~3) Annual Report of loan program(s) activity and results to Joint Economic Development Committee~~
- ~~4) Review and recommendation (as appropriate) to Cities of Loan Program Guidelines~~

### **Tasks/Projects:**

1. Creation and Recruitment of Joint LAEGC Loan Committee/Business Financing Advisory group

### ***Expected Outcome(s):***

- Annual Report of loan program(s) activity and results to Joint Economic Development Committee
- Review and recommendation (as appropriate) to Cities of Loan Program Guidelines

Note: Cost of services in this area will be accounted/budgeted in two principal areas – Portfolio Management (accounting and reporting) and Business Financing Services (business consultation, financing support and loan processing)



## **8.7. ADMINISTRATION, ~~ADVOCACY~~ and GOVERNANCE**

Description: LAEGC shall provide staff support and administration to the overall economic development (~~other than~~ in addition and in support of the services described above) program of the Cities and the community as a whole. Additionally, it is recognized that LAEGC has certain administrative responsibilities associated with the management, operation and governance of the organization. Similarly, the LAEGC serves as the administrative support for other development related agencies serving Lewiston-Auburn including, but not limited to, the Auburn Business Development Corporation (ABDC), Lewiston Development Corporation (LDC), and the Lewiston and Auburn Railroad Company (LARR). LAEGC provides support services to these entities as requested and upon mutually agreed terms and conditions. This area of service is meant to encompass these administrative functions and responsibilities, as well as those services, needs and projects which may arise from time to time.

### **FUNCTIONS/SERVICES:**

- ❖ Provide logistical support (meetings/agendas/minutes/accounting, etc.) to LAEGC and development corporations
  - Including Auburn Business Development Corporation, Lewiston Development Corporation, Lewiston-Auburn Railroad Company
  - Staff and support numerous (currently 10) standing committees of the LAEGC and Development Corporations
- ❖ Provide technical assistance/support to city staff and airport manager in negotiating incentives/lease terms relating to economic development projects
- ❖ Administer the Foreign-Trade Zone (F-TZ)
- ❖ Serve as Liaison for economic development to the Auburn-Lewiston Airport Committee
- ❖ Support and coordinate the goals and efforts of L/A Future Forum and Benchmark L/A
- ~~❖ Advocate for the economic interests of the Cities~~
- ❖ Support other economic/community development-related issues, initiatives and projects that arise and as requested by the Cities

### ***Anticipated Activities:***

- ❖ *Coordinated and efficient administration of the Cities joint economic development programs, development corporations and activities*

### **Tasks/Projects:**

- ~~1. —Lead a discussion and review of how the Cities can best organize and implement joint advocacy for economic development issues and interests~~

### ***Expected Outcome(s):***

- ~~▪ —Report to the Joint Economic Development Committee on joint advocacy dialogue and recommendations~~

## **Reference Documents:**

### **Services Agreements –**

- ❖ Auburn Business Development Corporation
- ❖ Lewiston Development Corporation
- ❖ Lewiston-Auburn Railroad Corporation

**Coordination Memorandum** re: Business Attraction Coordination with State of Maine – Department of Economic and Community Development (DECD), Maine & Co., etc.

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