



City Council Meeting and Workshop

April 16, 2013

Agenda

5:30 P.M. Workshop

- A. Excess Bond revenues – Clint Deschene (10 minutes)
- B. Community Development Block Grant (CDBG) public hearing comments – Reine Mynahan (10 minutes)
- C. Consortium Agreement – Reine Mynahan (10 minutes)
- D. Waste Handling Agreement – Mid Maine Waste Action Corporation (MMWAC) – Clint Deschene (10 minutes)
- E. Library and Joint Agency Budget Presentation – Lynn Lockwood, Howard Kroll (40 minutes)
- F. Correcting Ordinance section numbers – Clint Deschene (5 minutes)
- G. Resolve opposing provisions included in the proposed state budget – Clint Deschene (5 minutes)
- H. Executive Session regarding a personnel matter, pursuant to 1 M.R.S.A. §405(6)(A).

7:00 P.M. City Council Meeting

Pledge of Allegiance

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

- 1. Order 22-04162013***
Approving a temporary sign for Park Avenue School May Fair Event.

- II. Minutes**
- March 18, 2013 Regular Council Meeting
 - April 1, 2013 Regular Council Meeting

III. Reports

Mayor's Report

City Councilors' Reports

City Manager's Report

Finance Director, Jill Eastman

- March 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.

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VI. Unfinished Business

1. Ordinance 02-04012013

Approving the ordinance to reincorporate four ordinances that were omitted during the re-codification of the City's Code of Ordinances adopted on February 22, 2011 (second and final reading).

2. Ordinance 03-04012013

Approving the ordinance correcting section numbers in ordinances adopted during the pendency of the re-codification of the City's Code of Ordinances adopted on February 22, 2011 (first reading).

3. Order 21-04012013

Approving the Charitable Organization Event Support Policy

VII. New Business

1. Order 23-04162013

Authorizing the Finance Director to enter into a loan agreement through the State School Revolving Renovation Fund Loan (first reading).

2. Ordinance 04-04162013

Approving the City Council and School Committee Compensation Ordinance (first reading).

3. Order 24-04162013

Approving a temporary sign for Auburn Business Association "Citizen of the Year".

4. Order 25-04162013

Approving the Complete Streets Policy.

5. Order 26-04162013

Appointing members to the Water District Board.

VIII. Executive Session

- Discussion regarding a real estate matter , pursuant to 1 M.R.S.A. §405(6)(C).
- Discussion regarding a personnel matter, pursuant to 1 M.R.S.A. §405(6)(A).
- Discussion regarding economic development, pursuant to 1 M.R.S.A. §405(6)(C).

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

X. Future Agenda/Workshop Items

XI. Adjournment

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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: 16 April 13

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: Excess Bond Revenues

Information: We have funds available from the 2010 CIP Bond (FY10-11) that we could potentially use toward the replacement of playground equipment at the Walton Street School. I suggest we fund the project from these proceeds. The School Department is requesting \$17,000 to fund the playground equipment. I further suggest that all future school playground equipment purchases, maintenance and or upgrades come from the School CIP requests and NOT CDBG funds that need to be utilized on other projects.

Financial: We have \$192,897.27 left in the 2010 CIP (FY10-11) that is unallocated.

Action Requested at this Meeting: Discussion

Previous Meetings and History: N/A

Attachments:

*Agenda items are not limited to these categories.



City Council Workshop Information Sheet

City of Auburn

Council Workshop Date: April 16, 2013

Item B

Author: Reine Mynahan, Community Development Director

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: FFY2013 Community Development Program

Information: Review of public hearing comments and input from the City Council.

Financial: n/a

Action Requested at this Meeting: Review revised budget and make adjustments.

Previous Meetings and History: Workshop of February 25, 2013 and public hearing of April 1, 2013.

Attachments: None

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



City Council Workshop Information Sheet

City of Auburn

Council Workshop Date: April 16, 2013

Item C

Author: Reine Mynahan, Community Development Director

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: Auburn-Lewiston Consortium Mutual Cooperation Agreement

Information: The HOME consortium between the Cities of Auburn and Lewiston was formed in 2001 under the HOME Investment Partnerships Program. This funding is offered by the U. S. Department of Housing and Urban Development (HUD). Designation as a HOME consortium, by federal regulation, is valid for only 3 years. By June 30, Auburn must submit new documentation to HUD for the consortium to remain eligible to receive HOME funds. The Mutual Cooperation Agreement between the Cities of Auburn and Lewiston is one of the documents that must be submitted to renew the consortium designation. The agreement will be presented to the City Council for action at the May 6th meeting.

Neither cities are eligible for funding as individual communities; however, in joining forces both qualify to become a consortium under HOME regulations. HUD determines allocations through a formula which considers factors such as vacancy of rental units, condition of housing (substandard conditions as well as overcrowding), percent of low-income households, and population. This agreement will be effective July 1, 2013 and covers the period to complete activities funded during the federal fiscal years 2014, 2015, and 2016. The Mutual Cooperation Agreement describes the responsibilities of respective parties. Auburn is the lead agency with responsibilities to apply for and meet all requirements of a consortium. These include monitoring responsibilities to assure that all funds, both Auburn's and Lewiston's, are administered in compliance with HOME regulations. The lead agency receives 4% of the grant to support its lead-agency responsibilities. The remainder of the grant is split equally.

Auburn is both a "representative member" (the lead agency with oversight responsibilities), and a "member" (the recipient agency) in this Mutual Cooperation Agreement. Members have the authority to set their own priorities and responsibility to manage their program activities.

Financial: Annual allocation of HOME funds from U. S. Department of Housing and urban Development

Action Requested at this Meeting: Review

Previous Meetings and History: n/a

Attachments: Auburn-Lewiston Consortium Mutual Cooperation Agreement

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

AL (AUBURN-LEWISTON) CONSORTIUM

**MUTUAL COOPERATION AGREEMENT
TO FORM A CONSORTIUM UNDER THE
HOME INVESTMENT PARTNERSHIPS PROGRAM**

MUTUAL COOPERATION AGREEMENT made this day of May, 2013, by and between the City of Auburn and the City of Lewiston (units of general local government) organized and existing under the laws of the State of Maine.

WHEREAS, the Congress of the United States of America has enacted the Cranston-Gonzalez National Affordable Housing Act, HOME Investment Partnerships Program; and

WHEREAS, the U.S. Department of Housing and Urban Development (hereinafter, "HUD") has promulgated regulations, notices, and requirements as now or hereafter in effect, allowing units of general local government to enter into mutual cooperation agreements to form a consortium or continue an existing consortium for the purpose of obtaining funding as a participating jurisdiction under the HOME Investment Partnerships Program (hereinafter, "HOME Program"), and

WHEREAS, the signatory units of general local government intend hereby to establish a consortium to cooperate in undertaking or assisting in pursuing housing assistance activities through the HOME Investment Partnerships Program, as it may be amended, and

WHEREAS, the signatories to this agreement agree to comply with all requirements of HUD regulations and requirements as now or hereafter in effect for eligibility to participate to the maximum extent possible in the HOME Program to create or improve affordable housing for their low and moderate income residents.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties to this agreement do agree as follows:

SECTION 1 - DEFINITIONS

- a.** "Member" means a unit of local government that is a signatory to this Agreement and therefore a member of the Consortium for the purpose of carrying out eligible activities under HUD regulations and requirements as now or hereafter in effect.
- b.** "Representative Member" means a unit of local government designated hereafter as the one member to act in a representative capacity for all members for the purposes of this Agreement, as defined in HUD regulations and requirements as now or hereafter in effect.
- c.** "Subrecipient" is a public agency or non-profit selected by the member to administer all or a portion of the member's HOME Program.

- d. “Consolidated Strategy and Plan” means a Consolidated Plan, as defined in HOME Program Regulation 92.2 and required by HUD regulations and requirements as now or hereafter in effect.
- e. “CHDO” means a Community Housing Development Organization, as defined in HUD regulations and requirements as now or hereafter in effect.
- f. “HUD Regulations and Requirements” means those HUD regulations and requirements which are applicable to the HOME Investment Partnerships Program.
- g. “Commitment” means the member has executed a legally binding agreement with a recipient or a subrecipient to use a specific amount of HOME funds to produce affordable housing or provide tenant-based rental assistance; or has executed a written agreement reserving a specific amount of funds to a community housing development organization; or has met the requirements in the regulations to commit to a specific local project.
- h. “Program Income” means gross income received by the member or subrecipient directly generated from the use of HOME funds or matching contributions. When program income is generated by housing that is only partially assisted with HOME funds or matching funds, the income shall be prorated to reflect the percentage of HOME funds used.

SECTION 2 - DESIGNATION OF REPRESENTATIVE MEMBER; POWERS AND DUTIES OF REPRESENTATIVE MEMBER

- a. The City of Auburn, acting through its Community Development Director for the Community Development Department, hereinafter Consortium Administrator, will be designated as and agrees to assume overall responsibility as the Representative Member for this consortium for the purposes of the HOME Program, in compliance with HUD HOME Program statutes, regulations, and instructions, now or hereafter in effect, for the duration of this Agreement.
- b. The Representative Member shall have access to all Member records related to the use of HOME program funds for the purpose of ensuring compliance with HUD regulations.
- c. The Representative Member shall establish and maintain the local HOME Investment Trust Fund required by HUD regulations and requirements as now or hereafter in effect.
- d. The Representative Member shall establish, with the prior consent of the Member units, such administrative procedures as may be necessary to facilitate the application for and distribution of HOME program funds.
- e. Representative Member may provide technical assistance to the Members upon request. Said assistance shall not relieve each Member from compliance with all relevant HOME regulations, nor unduly burden the Representative Member.
- f. The Representative Member may withdraw funds from the HOME Investment Trust Fund for a

particular Member or Member's project only upon receipt of a written requisition signed by the Member requesting the disbursement.

g. The Representative Member may amend this Mutual Cooperation Agreement on behalf of the consortium to add new members to the consortium. When members are added, the funding formula shall be revised and agreed upon by all Members including the new Member.

SECTION 3 - DUTIES OF MEMBER UNITS OF LOCAL GOVERNMENT

- a.** Each Member agrees to cooperate in undertaking or assisting in the pursuit of housing assistance activities for the HOME Investment Partnerships Program.
- b.** The Consortium collectively acting through its Representative Member and each of its Members, acting through its Community Development Director (or other individual designated by each Member's chief executive officer), agrees to carry out eligible activities in accordance with the requirements of HUD regulations and requirements as now or hereafter in effect.
- c.** Each Member shall be responsible for obtaining the necessary local approvals for acceptance and allocation of HOME program funds.
- d.** Each Member shall be responsible for submitting to the Representative Member all information necessary for participation in the consortium as defined in HUD regulations, requirements, and schedules as now or hereafter in effect. This includes, but is not limited to, information necessary for the Consolidated Plan, Annual Plan, description of the use of HOME funds, the HOME Program Description including tasks to be performed, a schedule for completing the tasks, budget, and certifications, HOME Agreements executed with subrecipients, and performance reports.
- e.** Each Member shall be responsible for obtaining matching funds or matching fund credits for all of its projects as required by HUD regulations and requirements as now or hereafter in effect.
- f.** Project Management.
 - (i)** Each Member shall be responsible for project management and shall perform all procedures and tasks necessary to develop, design, implement and monitor each specific project and shall fully comply with uniform administrative requirements as stated in HOME Program regulation 92.505. The Member shall describe how each proposed project and site satisfy all applicable HOME Program regulations and the requirements of this Agreement and shall record these determinations in each project/site file together with an official approval memorandum signed by Member's responsible HOME Program staff. For multiple site programs the Member shall provide the proposed program guidelines and any amendments to the same to the Representative Member for review.
 - (ii)** Unless agreed to in advance, Members shall be responsible to utilize Community Housing Development Organization (CHDO) reserve on an annual basis.

- (ii) Members shall assure that its share of the 18-month commitment requirement under the HOME Investment Partnerships Program regulations is met. Once projects are committed, each Member shall submit a commitment letter with the Consortium.

SECTION 4 - FUNDING

a. The Representative Member shall be entitled to an amount of 4% of HOME Program funds for administration of the Consortium which shall be deducted from the annual allocation. Each Member will then share the remaining 6% for administration funds permitted under the cap allowance pro-rata in relation to the percentage of HOME Program funds received by each member annually.

b. After the set aside for administration, each Member will share equally HOME Program funds allocated to the Consortium each year. A Member may voluntarily relinquish a portion or all of its HOME allocation, in writing, to another Member of the Consortium.

c. HOME funds will be deposited into and disbursed from the Consortium HOME Investment Trust account established by the Representative Member consistent with HOME Program regulation 92.500 the HOME Investment Trust Fund and 92.502 Program disbursement and information system. All loan repayments, interest, or other returns on investments shall be deposited into this account on a quarterly basis.

d. Reservation of HOME Funds.

- (i) Project Set-Up in IDIS. Each Member may request that the Representative Member "set up" in the federal Integrated Disbursement and Information System (IDIS) or any successor system, i.e. establish an activity and reserve funds for each particular site or eligible activity, after meeting all the requirements of the Mutual Cooperation Agreement, the applicable HOME Project Funding Agreement, and all other related preliminary agreements.
- (ii) Each Member shall forward a Set-Up Request in writing to the Representative Member, enclosing a HUD Project Set-Up Report together with the Auburn-Lewiston Consortium Project Compliance Checklist (AL Checklist), completed through the project initiation stage. . The Representative Member will not establish a site or activity in the IDIS System if one or more of the following conditions occur: HUD Set-Up Report is incomplete; the data on the HUD Set-Up Report or other site data are inconsistent with HOME Program requirements; or if the required acquisition/relocation procedures are incomplete or inadequate.
- (iv) The Representative Member agrees to provide the Member or its designated lower tier recipients with HOME Program funds in the amounts as stated in the executed HOME Project Funding Agreements, as they may be amended from time to time, for the purposes described in said Project Funding Agreements, provided that the Member has complied with all

requirements of the HOME Program and this Agreement.

e. HOME Agreements.

- (i) Prior to disbursing HOME Program funds each Member shall enter into a HOME agreement with the recipient including all provisions described in HOME Program regulation 92.504, or its successor.
- (ii) The Member shall include in each such HOME agreement additional provisions as may be required by HUD and such reasonable requirements as may be requested by the Representative Member consistent with HOME Program regulations and this Agreement.

f. Review of Project Funding Instruments. Members shall transmit any proposed funding instruments and agreements to the Representative Member for review consistent with the applicable Consortium guidelines, as they may be amended from time to time. Once guidelines and funding instruments have been approved by the Representative Member, the Member may execute such funding instruments without further review by the Representative Member. Each Member must keep originals or certified copies of all case-specific funding instruments and related documents in project files.

g. Expenditures. The Member shall meet the principles and standards of cost allowability stated in the current OMB Circular A-87, "Cost Principles for State and Local Governments."

h. Processing and Release of Project Funds.

(i) Pre-Release Requirements.

(A) Funding Instruments. HOME Project Funding Agreement and funding agreements with subrecipients must be executed prior to set-up and/or drawdown. Closing documents with recipients must be executed or a specific closing scheduled prior to drawdown. No funds will be authorized or released for work done prior to the effective date of this Agreement and the applicable Consortium-Member HOME Project Funding Agreement.

(B) Environmental clearance. A Release of Funds, if applicable, must have been received from HUD for this project or activity.

(C) Set-up Request. The site shall be set-up in the HUD IDIS system as provided in Section 4 - Funding, paragraph d, herein.

(ii) Disbursement Procedure. The Representative Member shall draw down and release HOME funds on a reimbursement or "pay as you go" basis to the Member or on behalf of the Member to such designated subrecipient, vendor or other recipient as mutually approved by the Representative Member and Member consistent with the following procedure:

(A) Invoice. An invoice requesting payment shall be submitted to the Representative Member

Auburn Lewiston HOME Consortium – Mutual Cooperation Agreement

on a quarterly basis by the entity to be paid or reimbursed. Invoices must appear on the letterhead of the entity or another standard invoice form approved by the Representative Member and be signed by an individual authorized by the entity. Each invoice must contain the following information: invoice number, date, name of project, period of time covered by the requisition, types and amounts of expenditures. Requests for payment shall be limited to the amount currently needed for the payment of eligible costs consistent with HOME Program regulation 92.504(c)(2)(vi).

- (B) Approval by Member. Each invoice submitted shall have been reviewed and approved by the Member for accuracy, quantity and quality of work, materials or services provided, consistency with contractual terms, and compliance with all applicable HUD and HOME Program regulations. As required by HOME Program regulation 92.504(c)(2)(vi) the Member shall limit the requested disbursement of project funds to the amount presently needed for payment of eligible costs.
- (D) Processing Requisition and Checks. The Representative Member will process all approved requisitions for payment in a manner consistent with Auburn accounts payable procedures. Incomplete or non-conforming requisitions will be returned to the Member. Checks will be mailed to the designated payee unless alternative arrangements have been made with the Representative Member.
- (E) General. The Representative Member reserves the right to modify procedures herein as needed to comply with HUD and Auburn requirements. In such case, advance notification will be provided to the Members. Considerations unique to specific projects including but not limited to construction retainage, contingencies, retainage for compliance, and other aspects will be addressed on a case by case basis in a manner mutually acceptable to the Representative Member and Member and shall be described by the Member in a specific Project Description and attached to a HOME Project Funding Agreement.

i. Reversion of Assets. Upon expiration of this Agreement, each Member shall transfer to the Consortium HOME Investment Trust any HOME funds on hand at the time of expiration and accounts receivable attributable to the use of HOME funds per HOME Program regulations 92.503 and 92.504(c) and HUD Notice CPD 97-09. In the event the Consortium is dissolved, HOME funds and receivables shall remain in the custody of the Member, unless otherwise provided by HUD.

SECTION 5 - SETASIDE FOR COMMUNITY HOUSING DEVELOPMENT ORGANIZATIONS

Each Member is responsible for reserving not less than 15 percent of its HOME funds for investment only in housing to be developed, sponsored, or owned by community housing development organizations (CHDOs), in accordance with the Consortium's Program Administration Guidelines and HOME Program regulations 92.300 - 92.303, as they may be amended from time to time.

SECTION 6 - TERM OF AGREEMENT AND RENEWAL

- a.** This Agreement shall commence on July 1, 2013 and remain in effect during the period necessary to complete all activities funded by Federal Fiscal Year (FFY) 2014, 2015, and 2016 HOME Program grants or until the Consortium's status as a participating jurisdiction in the HOME Program is revoked by HUD, whichever occurs first. Members of the Consortium agree to a program year of July 1 to June 30 for the purposes of HOME.
- b.** Nothing in this Agreement obligates a Member to become a signatory to a future agreement to continue the Consortium for HOME Program grants subsequent to FY2016. Each Member shall notify the Representative Member at least 60 days before the effective date of such future agreement if it intends not to become a signatory. Notwithstanding the foregoing, if the following FFY grant information is not available 60 days before the effective date, a Member shall use best efforts to notify the Representative Member as soon as possible after it receives the grant information.

SECTION 7 - REPAYMENT OF FUNDS AND PENALTIES

- a.** Repayment of HOME Funds to HUD. In the event that HUD requires the Representative Member to repay HOME funds disbursed to the Consortium for failure to meet affordability requirements as set forth in applicable HUD regulations, or for any other reason, each Member shall reimburse the Representative Member for the amount of funds required to be repaid on account of that Member's use of HOME funds. Consistent with the foregoing, the Representative Member, when acting as a Member shall remain solely liable to HUD for repayment of HOME funds originally awarded to the Representative Member, if required on account of the Representative Member's use of such HOME funds as a Member.
- b.** Cancellation. Each Member agrees to repay the Consortium HOME Investment Trust all HOME funds released to the Member attributable to a project in the event such project is cancelled for any reason. Such repayment shall be made within the time period specified by HUD or other reasonable time period agreed to by the Representative Member.
- c.** Violations. Each Member who continues to violate any HOME Program regulation, provision of this Agreement, or provision of a HOME Project Funding Agreement, after having an opportunity to cure, shall repay to the Consortium HOME Investment Trust Account any HOME funds disbursed directly to recipients or subrecipients, with respect to the site or sites where the violation has occurred, or such amount as HUD determines.
- d.** Penalties.
 - (i)** Member. Each Member shall reimburse the Representative Member the full amount of any penalties assessed against the Representative Member by HUD as a result of that Member's use of HOME funds pursuant to this Agreement.
 - (ii)** Representative Member. The Representative Member shall reimburse the Consortium the full

amount of any penalties assessed against the Consortium by HUD as a result of the Representative Member's failure to comply with HUD regulations.

e. Restriction on Future Funds. The Representative Member may withhold and restrict a Member's access to HOME funds if the Member fails to cure a violation, fails to repay HOME funds or fails to pay the penalties provided for above. Funds withheld in the amounts necessary to repay HOME funds or penalties should be charged against the Member's HOME funds in the following order:

- (i) First against the funds for the project or projects in which the violation occurred or which are the subject of dispute between the Representative Member and Member;
- (ii) Second against any other HOME funds allocated to the Member in the same fiscal year;
- (iii) Finally against HOME funds allocated to such Member in future fiscal years.

If HUD subsequently determines that no violation has occurred, the Representative Member shall make the withheld funds available to the Member for HOME projects. Otherwise such funds are retained for the benefit of the Consortium or in the case of penalties to reimburse the Representative Member or Consortium as the case may be.

SECTION 8 - OPPORTUNITY TO CURE OR DISPUTE VIOLATIONS, LEGAL RECOURSE AND INDEMNIFICATION

a. Opportunity to Cure. The Representative Member shall provide a written notice to a Member of the violation of any provisions of this Agreement, a HOME Project Funding Agreement, or applicable HUD regulations. The notice shall set forth a description of the violation, the steps which must be taken to cure the violation and a reasonable time period established by mutual consent of the parties within which to effect the cure. However, if the parties are unable to agree to a deadline for full compliance, the Representative Member shall establish said deadline. The Representative Member may extend the time for cure if the Member proves its failure to cure was for circumstances beyond its control.

b. Disputing a Violation. If the Member and Representative Member disagree as to whether a violation has occurred, either may request HUD's determination of whether a violation exists. The Member disputing the Representative Member's finding of a violation may expend the subject funds, subject to repayment, unless the Representative Member chooses to withhold the funds.

c. Legal Recourse. In the event that any Member, including the Representative Member acting in its representative capacity, fails to comply with this Agreement, a HOME Project Funding Agreement, or a HOME Program or other HUD regulation or finding or fails to cooperate with any other Member, the Representative Member or the Consortium in complying with a HUD finding, the Representative Member or any other Member may take any steps necessary to fulfill its obligations to HUD and under this Agreement, including but not limited to legal action.

d. Indemnification for Violations. Each Member shall hold harmless the Representative Member, the Consortium and the other Members from and against all claims for repayment of HOME project funds attributable to such Member's failure to comply with applicable HUD regulations, this Agreement, or any HOME Project Funding Agreement, and from penalties, costs and attorneys' fees related to such failure.

SECTION 9 - FAIR HOUSING

a. Each Member agrees to affirmatively further fair housing in accordance with applicable Federal Law, Consolidated Strategy and Plan and with 24 CFR 570.904(c).

b. Affirmative Marketing. The Representative Member shall adopt and implement an Affirmative Marketing Plan including affirmative marketing procedures for HOME assisted housing containing 5 or more housing units consistent with the requirements of HOME Program regulations 92.351. Each Member shall summarize these procedures in an affirmative marketing plan for each project. Documentation of action taken to carry out said site-specific plans shall also be placed in said files.

SECTION 10 – HOME/GENERAL PROVISIONS

a. Federal Regulations. The provisions of 24 CFR Part 92, HOME Investment Partnerships Program, Final Rule, 24 CFR Part 92 dated September 16, 2003 (hereinafter "HOME Program regulations") and all future amendments and revisions to the same are hereby incorporated into and made a part of this Agreement. The Representative Member and Members shall at all times comply with said HOME Program regulations, and shall comply with other related Federal and state statutes and regulations, Executive Orders, OMB Circulars, and all future revisions and amendments to the same. The Members shall become thoroughly familiar with all of the foregoing requirements as applicable and shall ensure that all projects comply in all respects.

b. Environmental Review. The release of funds for all HOME assisted projects and activities is subject to environmental review as set forth in HOME Program regulation 92.352 and 24 CFR 58. Each Member shall prepare and provide to the Representative Member all information necessary to obtain Release of Funds from HUD and documentation to establish specific site clearance consistent with Consortium procedures.

c. Equal Opportunity. Each Member shall comply with all applicable Federal and State laws governing discrimination and equal opportunity. In particular, each Member shall ensure compliance with HOME Program regulations 92.350 and the following statutes and executive orders pertaining to Equal Opportunity: Fair Housing Act; Executive Order 11063 (Equal Opportunity in Housing); Civil Rights Act of 1964, Title VI (Nondiscrimination in Federally Assisted Programs); Age Discrimination Act of 1975; Rehabilitation Act of 1973, Section 504; Executive Order 11246 (Equal Employment Opportunity); Housing and Urban Development Act of 1968, Section 3; Executive Orders 11625 and 121432 (Minority Business Enterprise); Executive Order 12138 (Women's Business Enterprise).

d. Labor Standards. Each Member shall comply with and/or ensure compliance with all applicable state and federal labor laws, including but not limited to the Davis/Bacon Act, 40 U.S.C. 276a-5 et. seq., as applicable pursuant to HOME Program regulations 92.354. In particular, each Member shall comply with and/or ensure compliance with all applicable federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), and all future amendments and revisions thereto. Each Member shall require certification as to compliance with the provisions of this paragraph as required by HOME Program regulation 92.354.

e. Records. Each Member shall maintain all applicable records for its project(s) consistent with HOME Program regulations 92.508 Record-keeping. In addition each Member shall make available copies of all such records as may be requested by the Representative Member for administration of the Consortium.

f. Reports. The Representative Member shall, on behalf of the Consortium submit such reports (with full and complete copies to the Member) as may be required pursuant to HOME Program regulations 92.509 Performance Reports. Each Member shall cooperate with the Representative Member in providing all data and information specific to each community and projects in such formats and time frame as required by HUD and the Representative Member. In addition, each Member shall prepare and submit to the Representative Member the project completion reports required by HOME Program regulation 92.502(d) Submission of project completion reports. This report shall be submitted to the Representative Member within 45 days of the final requisition for HOME funds together with a fully completed AL Consortium Project Compliance Checklist. Following review of the above for completeness, the Representative Member shall transmit the Project Completion Report on behalf of the Consortium to HUD as required by 92.502(d).

g. Religious Organizations. Each Member shall ensure that HOME funds are not disbursed to a primarily religious organization as prohibited by HOME Program regulations 92.257. In addition, each Member shall comply with the provisions of the above regulation with respect to assisting wholly secular organizations established by religious organizations which may be eligible to participate in HOME funded projects.

h. Conflict of Interest.

(i) In accordance with HOME Program regulation 92.356, the procurement of property and services by the Consortium, its Members and subrecipients is governed by the conflict of interest provisions stated in 24 CFR 85.36 and 24 CFR 84.42. Each Member shall comply with all applicable federal and state conflict of interest rules and shall endeavor to ensure the compliance with the same by all subrecipients as defined in HOME Program regulations 92.2 or other persons designated to receive HOME funds pursuant to this Agreement. At a minimum, each Member shall make a copy of all applicable conflict of interest provisions available to all recipients of HOME Program funds.

(ii) The conflict of interest provisions of part (i) of this section shall apply to the following

persons: any person who is an employee, agent, consultant, officer, elected or appointed official of the Representative Member, or of the Members designated herein, or any state recipient, or subrecipient of HOME funds. None of the foregoing who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefits from a HOME assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Any exceptions to the conflict of interest provisions stated or cited herein must be approved by HUD in accordance with HOME Program regulation 92.356(d). Each Member shall advise the Representative Member in writing as to any such exceptions granted by HUD.

i. HOME Project Requirements. Each Member shall perform and carry out the projects as described in the HOME Program Descriptions approved by HUD during the period covered by this Agreement and funded pursuant to Consortium-Member HOME Project Funding Agreements (Master Agreements and/or single project agreements), consistent with specific Project Descriptions and in compliance with the requirements of HOME Program regulations Subpart F, Project Requirements, as applicable, depending upon the type of project assisted. Each Member shall comply with requirements contained in Subparts E and F specifically in HOME Program regulations 92.205 to 92.215 concerning eligible and prohibited activities, income targeting requirements in regulations 92.216 and 92.217, unit subsidy limits, and all other applicable requirements stated in regulations 92.250 through 92.258. Written agreements executed with a subrecipient or other entity shall contain provisions requiring compliance with the regulations cited herein.

j. Ownership, Use, and Disposition of Property. Each Member shall comply with the affordability provisions referenced in HOME Program regulations 92.252 - 92.256, as applicable, which include income targeting, use requirements, initial and subsequent sale restrictions. For rental projects assisted with HOME funds, each Member shall require that the affordability requirements of HOME Program regulation section 92.252 be enforced by deed restriction or by restrictive covenants running with the land in accordance with HOME Program regulation 92.252(e). If a Member fails to comply with any of the requirements of this provision, the Member shall be required to repay HOME funds disbursed pursuant to this Agreement, consistent with HOME Program regulation 92.503(b). Each Member shall describe in the Project Descriptions the specific restrictions to be utilized for each project.

k. Post-Completion Requirements. Upon completion of a project, each Member shall enforce all applicable short and long-term special requirements. Such requirements include, but are not limited to: compliance with housing affordability requirements (see HOME Program regulations 92.252 – 92.255 and 92.504(c)), and compliance with the Housing Quality Standards (see regulation 92.251 and 92.504(c)&(d)). Each Member shall require owners of HOME assisted housing to comply with the requirements stated above and all applicable requirements for the duration of the applicable period of affordability and shall incorporate such time period into the duration of agreements executed with recipients of HOME funds. Prior to the anticipated completion date for each site, each Member shall prepare a plan for each post-completion enforcement responsibility by site and shall include such plans in each site file. Each Member shall notify the Representative Member of compliance with this

requirement by completing the Post-completion Plan item on the ALConsortium Project Compliance Checklist for each site.

l. Other Federal Regulations and Provisions. Each Member shall comply with Federal regulations incorporated in HOME Program regulation Subpart G, sections 92.300 through 92.303, Subpart H, sections 92.350 through 92.357, and all other applicable HOME regulations as well as all project requirements per this Agreement, provided that a Member's responsibilities with respect to environmental review contained in Subpart H shall be as stated in SECTION 10 – HOME GENERAL PROVISIONS, paragraph b., Environmental Review above.

m. Lead-Based Paint. Each Member shall remain solely responsible for ensuring that all projects at all times comply with applicable requirements of the Lead Based Paint Poisoning Prevention Act, 42 U.S.C. 4821, et, seq.; Lead-Based Paint Regulations 24 CFR Part 35 and all future revisions and amendments to the same. Each Member shall also ensure that all projects comply with such Lead-Based Paint regulations as may be adopted pursuant to HOME Program regulation 92.355, and with the applicable requirements of the Maine Lead Paint Statute, and all future revisions and amendments to the same.

n. Audit and Monitoring.

(i) General. Consortium and Member records shall be audited consistent with 24 CFR 44 (OMB A-128; Government entities) and non-profit subrecipient records shall be audited consistent with OMB A-133. Each Member shall be responsible for the cost of all audits performed on its records and operations pursuant to this section and may use designated HOME administrative funds. Other entities shall be responsible for the cost of their audits, respectively, and shall not use HOME funds for any portion of the cost of such audits unless expressly approved by a Member and included as an authorized cost in the Project Budget. Each Member and/or its subrecipient shall make available all such records and documents as requested by the Representative Member, HUD, and/or the Comptroller General of the United States. Such parties may examine and make copies, excerpts or transcripts from such records and may audit all contracts, procurement records, invoices, materials, payrolls, personnel records, conditions of employment, and all documents relating to all matters covered by this Agreement.

(ii) HUD Performance Reviews and Monitoring. HUD may conduct performance reviews and monitoring of the Consortium and of the Members as provided in HOME Program regulations 92.550 - 92.552. Each Member agrees to cooperate with HUD and the Representative Member to undertake such remedial action as may be required pursuant to HOME Program regulation 92.551, Corrective and remedial actions.

(iii) Monitoring by the Representative Member. The Representative Member shall perform periodic monitoring of projects on behalf of the Consortium. Such monitoring will include, but shall not be limited to, an annual review of the activities of owners of housing assisted with HOME funds, as applicable in accordance with HOME Program regulation 92.504(d), and an annual review of the performance of each contractor and recipient of HOME Program

funds. Each Member shall cooperate with the Representative Member throughout these monitoring procedures and shall implement such corrective action as requested by the Representative Member consistent with HOME Program regulations.

- (iv) Monitoring by Member. Each Member shall monitor its recipients at least annually to ensure full compliance with all applicable requirements. All monitoring shall be performed in accordance with applicable HUD monitoring guidelines and on forms agreed to by the Representative Member and Members. Each Member shall follow shall be responsible to follow through to resolve and clear any monitoring findings with respect to their own projects.

o. Indemnification.

- (i) Disclaimer. Each Member shall hold harmless and defend the Representative Member, the Consortium, and the other Members from and against all claims arising from any latent, or patent defects in any work performed or services provided with respect to each Member's projects pursuant to this Agreement and any duly executed Consortium-Member HOME Project Funding Agreement.

- (ii) Indemnification. Each Member shall indemnify, hold harmless and defend the Representative Member, the Consortium, and its agents, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees arising out of or resulting from the use of HOME funds disbursed pursuant to this Agreement with respect to each Member's projects, provided that any such claim, damage, loss or expense is (1) attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, and (2) is caused in whole or in part by any negligent act or omission of a Member, anyone directly or indirectly employed by a Member, or anyone for whose acts the a Member may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

p. Insurance. Each Member shall require that all owners, contractors and subrecipients of HOME assisted projects shall at all times maintain certain types of insurance coverage consistent with the character of the project and shall ensure compliance with the following as applicable.

- (i) Certificate of Insurance. At time of closing of a grant or loan providing assistance, each Member shall obtain a certificate of insurance covering the assisted premises. Said certificate shall provide coverages of the types and amounts stated in subparagraphs (A) and (B) herein. The insurance provided shall be maintained for the duration of the note, mortgage or the affordability period, whichever is longer.

(A) The certificate of insurance shall provide, at a minimum, comprehensive general liability insurance and property insurance with an arrangement of coverage specifying the premises. The certificate shall name the Member as loss payee. Any changes from the standard required coverages and amounts as stated below must be mutually agreed to in advance and in writing by the Member and Representative Member.

(B) Minimum Requirements. Typically, the following coverage will be required at the

minimum amounts indicated:

Property Insurance: Minimum Amount = 80% of market replacement value or amount of HOME funds invested and all senior indebtedness, whichever is greater.

Liability Insurance: Minimum Amount = HOME funds and all senior indebtedness.

(ii) Flood insurance. All HOME - assisted projects are subject to the Federal Flood Disaster Protection Act and associated regulations. Each Member shall ensure compliance with the applicable requirements, including ensuring the provision of flood insurance protection coverage, when required. At time of closing for providing assistance, each Member shall obtain a certificate of insurance covering the assisted premises. Said certificate shall provide the following minimum coverage: Minimum Amount = HOME funds and all senior indebtedness.

(iii) Construction Insurance. Prior to the commencement of work on any HOME-assisted site, each Member shall obtain a certificate of insurance covering the work to be performed. Said certificate shall provide coverages for premises, operations, contractual liability, completed operations, automobile liability, employers liability, workers' compensation and professional liability (where applicable). Minimum amounts are stated in subparagraphs (A) and (B) below. The insurance shall be maintained for the duration of the work to be performed.

(A) Minimum Requirements. Typically, the following coverages will be required at the minimum amounts indicated:

Workmens' Compensation:	Statutory coverage.
Employer's Liability:	\$100,000 Coverage B
Comprehensive General Liability:	\$300,000 each occurrence
Bodily Injury:	\$500,000 each occurrence
Property Damage:	\$100,000 each occurrence \$300,000 aggregate

(B) Automobile Liability (case by case basis, subject to determination by Member and Representative Member) for owned and non-owned vehicles:

Property Damage:	\$100,000 each occurrence \$100,000 aggregate
Bodily injury	\$250,000 each occurrence \$500,000 aggregate

q. Displacement and Relocation.

- (i) General. Each Member shall take all reasonable steps to minimize displacement of persons consistent with the requirements of HOME Program regulation 92.353. In the event that displacement cannot be avoided, each Member shall ensure compliance with HOME Program regulation 92.353, including the provision of relocation assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, hereinafter "URA", as amended. In addition, the Member shall ensure compliance with the most current edition of HUD Handbook 1378 "Tenant Assistance, Relocation and Real Property Acquisition".
 - (ii) Use of Community Development Block Grant funds (CDBG). If CDBG funds are utilized in the HOME assisted project for optional relocation costs (not administrative or planning costs) and/or for any project based costs, including staff project delivery costs, each Member shall ensure compliance with all applicable provisions of the Housing and Community Development Act of 1974, and applicable implementing regulations set forth in 24 CFR 570.
 - (iii) Responsibility of Member. Each Member shall prepare and maintain all necessary displacement and relocation plans and documentation, including, but not limited to site-by-site relocation plans, determinations of comparable housing, amounts and types of relocation assistance proposed, etc. as required by the URA. Each Member shall record compliance with all applicable relocation requirements on the AL Consortium Project Compliance Checklist.
- r. Acquisition. The acquisition of real property for a HOME project is subject to HOME Program regulation 92.353, the URA and the requirements of 49 CFR 24, Subpart B. Each Member shall ensure compliance with all of the foregoing, and shall prepare and maintain all necessary acquisition documentation, including, but not limited to: appraisals, offer letters, required notices, checklists, and any related materials.
- s. Procurement. Each Member agrees to fully comply with applicable requirements as referenced in 24 CFR 85.36 and related HUD Notices and will ensure compliance with 24 CFR 84.40 to 84.48 for nonprofit subrecipient organizations. Procurement steps must satisfy all applicable advertisement, competitive pricing, minority outreach, award, documentation and related requirements. Note that 24 CFR 24 prohibits the use of debarred firms and requires certain certifications for transactions consistent with 24 CFR 24, Appendix B.
- t. Loan Servicing. In the event a loan or loans are issued with HOME funds, the Representative Member and each Member shall work out appropriate arrangements for the financial servicing of said loan(s) satisfactory to the parties. Each Member shall establish and maintain accounting records and procedures consistent with 24 CFR 85.20, HOME Program regulations 92.505 and 92.508(a)(6), including but not limited to individual loan case files, loan account histories, posting of payments and/or deferrals, account maintenance and updates, recording of loan discharge documents, preparation of IRS reports as applicable, loan portfolio reports, loan receivables control, loan repayment and interest reports, and related loan management documents. Loan payments, repayments and recaptures shall be handled in accordance with 92.503.

u. Assignability. Neither any Member nor the Representative Member shall assign any interest in this Agreement and shall not transfer any interest in the same whether by assignment or novation.

v. Liens.

(i) General. Each Member shall ensure that any property benefiting through a HOME-assisted activity is free from any attachments, tax liens, mechanics' liens or any other encumbrances except as provided in paragraph (ii) below.

(ii) A property assisted with HOME funds may have multiple mortgages subject to the discretion of each Member, and subject to loan underwriting analysis confirming sufficient equity is available to secure such HOME loan as may be secured by said property.

SECTION 11 - CHANGES

In the event that changes in this Agreement become necessary, a Member initiating such changes shall notify the Representative Member in writing describing the subject changes. Upon mutual consent regarding the requested changes, the Representative Member shall prepare an amendment to this Agreement incorporating said changes which shall become effective following execution of the respective authorized signatories of the Members.

SECTION 12 - APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Maine and all applicable HUD regulations. HUD HOME Program regulations (primarily at 24 CFR Part 92) and requirements, as now or hereafter in effect, are incorporated by reference and shall take precedence for determining any issues that may arise concerning the Consortium.

SECTION 13 - SEVERABILITY

a.. The provisions of this Agreement are severable. In the event that any provision herein is declared void or unenforceable, all other provisions shall remain in full force and effect.

b. This Agreement is executed in two (2) counterparts, each of which shall be deemed to be an original and constituting together one and the same instrument, this being one of the said counterparts.

|

SIGNATORIES

IN WITNESS WHEREOF the parties hereto have executed this Agreement in two counterparts, as of the date first written above.

Representative Member:

City of Auburn, by its
City Manager
Clinton Deschene

Witness

Member:

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

Witness



City Council Workshop Information Sheet

City of Auburn

Council Workshop Date: April 16, 2013

Item D

Author: Clinton Deschene

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

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

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

Subject: Mid Maine Waste Action Corporation (MMWAC) Waste Handling Amendment

Information: Joe Kazaar of MMWAC, has forwarded a request to the City to amend the waste handling agreement.

These changes will unify the dates between the Waste Handling Agreement and Intermunicipal Agreement so that both expire on may 1, 2035.

Financial:

Action Requested at this Meeting: Review the Order and recommend approval.

Previous Meetings and History: N/A

Attachments:

- Letter from Joe Kazar to the Mayor and Council
- MMWAC Interlocal Solid Waste Agreement
- Waste Handling Agreement
- Flow control ordinance
- Amendments to the MMWAC/City Agreement
- Draft ordinance language

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

January 18, 2013

Mayor Labonte and Auburn City Council
City Hall
60 Court Street
Auburn, ME 04210

Re: Amendment to the MMWAC Waste Handling Agreement and Notice of MMWAC's intent to operate beyond December 31, 2013

Dear Mayor and City Council,

The MMWAC Board of Directors has voted unanimously to request that each Member Municipality of MMWAC amend its Waste Handling Agreement at its 2013 Town Meeting.

Background

Auburn, along with eleven other municipalities formed MMWAC in 1986 by entering into an Intermunicipal Agreement with each other. This document sets forth obligations of each member, among them, that in order to remain a member of MMWAC each municipality must have in place a Waste Handling Agreement (WHA). The WHA provides that MMWAC will accept and process the member's solid waste, and the member agrees to cause to be delivered to MMWAC all the solid waste generated in the municipality. The Intermunicipal Agreement also laid out the mechanism by which MMWAC can be dissolved or by which a member may withdraw from MMWAC,

Conflicts to be resolved by amending the WHA

The Intermunicipal Agreement expires May 1, 2035 whereas the WHA expires December 31, 2013 (24 years after the initial financing of the facility in 1989).

The Intermunicipal Agreement provides for a member to withdraw from MMWAC on 1-year's notice, whereas the WHA has no similar provision.

Requested Action

Attached is a copy of the Amending language to the WHA that we request the Town authorize for execution at it's 2013 Town Meeting. Also please find the attached suggested Warrant. This language would cure conflicts with the Interlocal Agreement by changing the term of the WHA to May 1, 2035, and would add a provision to allow a member to terminate the WHA at the end of a fiscal year with 1-year's notice.

Required notice

In addition to the amendment requested please be advised that the WHA requires us to give you the following notice: In accordance with Art. X, Sec. C of the Waste Handling Agreement MMWAC intends to operate the solid waste facility beyond December 31, 2013.

Other Attachments

Also attached for your information are copies of the Interlocal Agreement, the current Waste Handling Agreement, and the Solid Waste Flow Control Ordinance. Only the WHA requires action on your part.

Should you have any questions on this matter please contact me.

Best Regards,

Joseph E. Kazar
Executive Director

MID-MAINE WASTE ACTION CORPORATION
INTERLOCAL SOLID WASTE AGREEMENT

The AGREEMENT is being made and entered into among the CITY of AUBURN, MAINE, the TOWNS OF RAYMOND AND SUMNER, MAINE, (such Municipalities and any other municipalities which become a party to this agreement being hereinafter collectively referred to as "the Participating Municipalities"), all being duly organized and existing municipal corporations under the applicable laws of the State of Maine.

WHEREAS: The Participating Municipalities desire to create a corporation for the purpose of carrying out a solid waste disposal program for the mutual benefit of said Participating Municipalities; and

WHEREAS: The said Participating Municipalities desire to authorize the incorporation of Mid-Maine Waste Action Corporation as a noncapital stock nonprofit corporation under the provisions of Title 30, Chapter 203, Title 38, Section 1304-B, as amended and Title 13, Chapter 81, as amended of the Maine Revised Statutes (hereinafter collectively called the "Act");

NOW THEREFORE: It is hereby mutually agreed by and among the undersigned Participating Municipalities as follows:

THE UNDERSIGNED MUNICIPALITIES MUTUALLY AGREE AS FOLLOWS:

1. That the purpose of this Agreement is to provide for the acquisition, ownership, operation, construction, repair, maintenance, replacement and financing of real and personal

property necessary to the establishment of a public solid waste disposal corporation pursuant to the Act and management and disposal of solid waste and to establish and carry out a program of solid waste disposal and management for: (a) the disposal and management of such solid waste as may be generated within the boundaries of the Participating Municipalities at rates established pursuant to this Agreement or pursuant to Waste Handling Agreements between the corporation established pursuant to this Agreement and any Participating Municipality; or (b) the disposal of solid waste as may be generated elsewhere when the management of such solid waste is accepted by a majority vote of Board of Directors of the corporation, at rates established by the Board.

2. That this Agreement shall remain in full force and effect until May 1, A.D., 2035, and may be extended by mutual agreement of the Participating Municipalities evidenced by a duly executed instrument in writing attached hereto; except that this Agreement may be sooner terminated by withdrawal of all the remaining parties or by dissolution as long as all obligations, expenses and liabilities, including all bonds, notes or other evidences of indebtedness of MMWAC have been satisfied in full.

3. That there shall be and is hereby established and created, pursuant to the provisions of the Act, a noncapital stock nonprofit corporation under the name of Mid-Maine Waste Action Corporation ("MMWAC"), to conduct the cooperative

undertaking contemplated by this Agreement and to exercise, through its Board of Directors (the "Board") and on behalf of the Participating Municipalities, the powers herein delegated to it for the operation of a regional solid waste disposal and management system (the "Solid Waste Program"). This Agreement and a Certificate of Organization of a Nonprofit Corporation shall be filed with the Secretary of State. The Certificate of Organization and any amendments thereto shall contain such provisions as approved by the municipal officers of the Participating Municipalities. It is intended that MMWAC will be eligible to qualify (1) as a corporation which is exempt from federal income taxation as an organization described in Section 501(c) of the Internal Revenue Code of 1954, as amended; (2) as a corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1954, as amended; and (3) as an entity whose obligations bear interest excludable from the gross income of the holder thereof under Section 103 of the Internal Revenue Code of 1954, as amended, and whose exercise of the powers conferred upon it herein shall be deemed to constitute the performance of an essential public function.

4. The Board shall elect from its membership a Chairman, Vice-Chairman, Secretary and a Treasurer and such other officers as it may desire and shall adopt By-Laws and rules for the conduct of its meetings and the other affairs of the Board and the corporation.

5. MMWAC, through its Board, may exercise, on behalf of the Participating Municipalities, those powers as are hereinafter set forth which are necessary or convenient to the accomplishment of the purposes stated herein and which are permitted by law to be exercised by the Participating Municipalities, individually or jointly. Such delegated powers are as follows:

- A. To purchase, lease as lessor, rent, hold, own, maintain, repair, operate, lease as lessee or convey any and all real and personal property or any easement or interest therein all as may be necessary or convenient for its purposes. Ownership of any right, title or interest therein may be held by MMWAC or jointly by the Participating Municipalities.
- B. To plan, construct, equip, operate, and maintain, either directly or by contract with another party, any solid waste disposal facility or project or waste to energy facility or project as deemed desirable or necessary.
- C. To contract with any person, firm, corporation, partnership, or other entity, private, public, governmental, including any Participating Municipality, or otherwise for services, provision and disposal of solid waste, management, work, material, or property, and to adopt or alter rules, regulations or procedures for the procurement thereof.

- D. To adopt or alter rules for the disposal or management of solid waste.
- E. To employ or arrange for the employment of such persons as are required for the purposes stated herein.
- F. To receive and accept from, or contract with, the Federal, State and Municipal governments, and other public or private agencies, for donations, loans, grants, gifts, or other assistance for solid waste management and in such contract agree to be bound by all applicable provisions of Federal, State and Municipal statutes and regulations as the case may be.
- G. To borrow such sums of money on such terms and conditions as it shall deem desirable or necessary from time to time from any federal, state, municipal or other governmental entity, including, but not limited to, any public or quasi public authority, agency, or instrumentality thereof or from any public or private lending or financial institution, and to secure such borrowing by any pledge, mortgage, lien or other encumbrance of any revenues, agreements and/or real or personal property of MMWAC, which it shall deem desirable or necessary to provide in connection therewith.
- H. To allocate all liabilities of MMWAC and all costs of operation of the Solid Waste Disposal Program to the

Participating Municipalities to the extent that such liabilities and costs are not funded by revenues of MMWAC actually derived pursuant to any contract of the corporation, including but not limited to, its Waste Handling Agreements, and to provide for the payment of such liabilities and costs in accordance with Section 6 hereto.

- I. To make expenditures for and contract with respect to capital items from funds provided pursuant to Section 7 and/or Section 8.
- J. To contract with persons, corporations, districts, other municipalities or other legal entities, both inside and outside the boundaries of the Participating Municipalities, any Participating Municipality, and with the State of Maine, United States Government, and any agency of either, to provide for the disposal and management of solid waste at rates established by the Board.
- K. To receive, loan and disburse funds for any purpose contemplated by this Agreement, and to disburse to the Participating Municipalities any surplus funds of MMWAC available for distribution in proportion to the Proportionate Share, as defined in Section 6 hereof of each Participating Municipality.

L. To issue notes, bonds, debentures or other debt obligations which it deems necessary or desirable to carry out the purposes of this Agreement including, without limitation, obligations which bear interest excludable from the gross income of the holder thereof under Section 103 of the Internal Revenue Code of 1954, as amended, including obligations which bear such tax exempt interest and which are authorized to be issued under the provisions of Title 10, Chapter 110, Subchapter IV of the Maine Revised Statutes and also including, without limitation, obligations which bear interest which is taxable under the Internal Revenue Code of 1954, as amended, including obligations issued under the provisions of Title 10, Chapter 110, Subchapter IV of the Maine Revised Statutes, it being the intent of the Participating Municipalities to empower MMWAC to issue such obligations, including any obligations authorized by Title 10, Chapter 110, Subchapter IV of the Maine Revised Statutes, by virtue of the power given to MMWAC hereby pursuant to the Act.

6. Each of the Participating Municipalities agrees to pay to MMWAC or its assignee its Proportionate Share, as hereafter defined, of all liabilities and operating costs and expenses

which MMWAC would otherwise be unable to pay as such expenses and liabilities become due. Until the first fiscal year of solid waste disposal operations has been completed, the Proportionate Share of each Participating Municipality shall be equal to the estimated amount of solid waste of the Participating Municipality to be processed by MMWAC divided by the estimated amount of solid waste of all Participating Municipalities to be processed by MMWAC and the estimated amount of solid waste of any Participating Municipality to be processed by MMWAC shall be determined by reference to Appendix A of the Waste Handling Agreement between such Participating Municipality and MMWAC. Following the first full fiscal year of solid waste disposal operations, said Proportionate Share of each Participating Municipality shall be equal to the percentage which the total actual amount of solid waste processed or accepted from such Participating Municipality since the commencement of solid waste disposal operations of MMWAC as determined from Board records bears to the total actual amount of solid waste processed or accepted by MMWAC from all Participating Municipalities since the commencement of solid waste disposal operations as determined by Board records. If any Participating Municipality does not pay its Proportionate Share when due (such Municipality to be hereinafter called "Defaulting Municipality"), each non-defaulting Participating Municipality (hereinafter "Non-Defaulting Municipality") shall pay an increased

Proportionate Share (which fraction shall be determined without the inclusion of estimated or actual waste of the Defaulting Municipality in the denominator) provided, however, that the Defaulting Municipality shall remain obligated to pay its original Proportionate Share together with interest from the date of the default at the rate of five percent per annum higher than the highest interest rate on any outstanding bonds, notes or other evidences of indebtedness of MMWAC together with all costs of collection including reasonable attorneys fees, and provided further that upon and to the extent of any subsequent payment by or collection from the Defaulting Municipality, the Non-Defaulting Municipalities shall each be reimbursed on a proportionate basis for all amounts so paid on behalf of the Defaulting Municipality together with interest at the aforesaid rate, providing that the total amounts so reimbursed shall not exceed amounts actually collected from the Defaulting Municipality. The Board may require advance payment of such operating costs and anticipated liabilities at any time prior to completion of the first fiscal year of solid waste disposal operations.

7. MMWAC, through its Board, and on behalf of the Participating Municipalities, shall:

- A. Plan, construct, equip, operate, buy, sell and maintain a Solid Waste Program for the benefit of the Participating Municipalities.

- B. Serve as a mutual forum to identify, discuss, study, and bring into focus regional solid waste problems and needs.
- C. Serve as a vehicle for the collection and exchange of solid waste information of regional concern and interest.
- D. Provide continuing organizational machinery to insure effective solid waste system operation, communication and coordination among Participating Municipalities.
- E. Foster, develop and review policies, plans and priorities for the Solid Waste Program.
- F. Develop a Uniform Solid Waste Flow Control Ordinance to be submitted to Participating Municipalities.
- G. On or before December 1st of each year, prepare and submit to the municipal officers of the Participating Municipalities an itemized estimate of the expenditures and the anticipated revenues for the following Fiscal Year, which shall be from July 1st through June 30th of each year. Such estimates shall include the following:

(1) Anticipated revenues. An itemized estimate of anticipated revenues during the ensuing fiscal year from each source with a separate estimate of revenue to be derived pursuant to Waste Handling Agreements with each Participating Municipality;

- (2) Estimate of expenditure. An itemized estimate of expenditures for each classification for such ensuing fiscal year.
- (3) Actual receipts. After the first year of waste disposal operations, an itemized statement of all actual receipts from all sources for the periods for which such information is available, with estimated receipts from such sources, including estimated receipts pursuant to Waste Handling Agreements shown for the balance of such year.
- (4) Actual expenditures. After the first year of operation, an itemized statement of all actual expenditures to and including November 30th of the current fiscal year, with estimated expenditures shown for the balance of such year, using all available historical data and other available data and projections.
- (5) Tipping Fee. The estimated service fee or tipping fee to be charged for the ensuing fiscal year pursuant to Waste Handling Agreements entered into by MMWAC.

On or before February first of each year, the Board shall adopt a final budget for the ensuing Fiscal Year which shall be itemized in the same manner as the estimate of expenditures and revenues. The

budget shall include the amount of any deficit or anticipated deficit for the current year's operation. Such budget shall be submitted forthwith to the municipal officers of the Participating Municipalities and shall include an allocation of the Proportionate Share of each Municipality of the liabilities and the annual costs of operation as provided in Section 6. In the event that MMWAC for any reason (including but not limited to any failure or inability for any reason to derive revenues pursuant to any Waste Handling Agreements of MMWAC and any failure to borrow additional funds) becomes unable to pay its liabilities as the same become due and such inability continues for a period of ten (10) business days, then MMWAC shall prepare and submit to the Participating Municipalities a revised budget, and each Participating Municipality shall, in addition to its obligations under Section 6 hereto, pay its Proportionate Share, as defined in Section 6, of the amount of such budget increase.

- H. The Board may from time to time impose such charges, as it deems appropriate, by the way of surcharge or otherwise, to fund reserve accounts for catastrophic loss arising from the Solid Waste Program or for

ordinary after-care for MMWAC solid waste disposal facilities. Such charges may or may not differentiate between classes of users based upon the ultimate responsibility of such users for such risks and liabilities in the future.

- I. In the event the Board determines that a hazardous condition exists at any MMWAC facility the Board shall promptly take such action as may be necessary to correct the hazardous condition.

8. In the event that MMWAC desires to incur any liability, the cost of which in the opinion of the Board is too great to be met from annual revenues, the Board shall, after a vote of 85 percent of the voting interests of its members as provided in the MMWAC Certificate of Organization that the liability or cost should be incurred, determine whether to authorize MMWAC to fund the expenditure by borrowing or to request the Participating Municipalities to provide its respective Proportionate Share of the funds for the expenditure. In the event that revenues or security sources provided by MMWAC alone prove insufficient to pay when due any liability or any principal or redemption premium of or interest on any borrowing or indebtedness of MMWAC, the Board shall, after a vote of 85 percent of the voting interests of its members as provided in the MMWAC Certificate of Organization determine whether to issue additional bonds to fund such liability. If additional bonds, notes or other evidences of

indebtedness are not so issued, each Participating Municipality will be responsible for paying its Proportionate Share (as defined in Section 6 hereof) of such deficiency. Each Participating Municipality shall fund its Proportionate Share of such deficiency in the manner as each shall determine, from available revenue funds, by taxation, by borrowing, or otherwise. Each Participating Municipality shall promptly take such action as necessary to provide such funds not later than sixty (60) days after notice of the deficiency from MMWAC or the Assignee (as hereinafter defined).

Funds provided by the Participating Municipalities hereunder shall be used by MMWAC only for the purposes for which the request was made. Any surplus funds not so used shall be returned to the Participating Municipalities in the same proportion in which such municipalities originally contributed such funds.

9. MMWAC shall insure against claims and expenses arising out of its ownership, maintenance or operation of solid waste disposal facilities under the Solid Waste Program, provided such insurance coverage may be obtained at a reasonable cost. Such insurance shall name each Participating Municipality as an additional insured as its interest may appear. In addition MMWAC may establish and fund such reserves as it deems appropriate relating to its Solid Waste Program, including, without limitation, a reserve account for catastrophic loss and for after-care of solid waste disposal facilities, or for any

other purpose which represents a contingent obligation on the part of MMWAC or any of the Participating Municipalities to either perform or pay damages in the future. Such reserves shall be left to accumulate with interest and shall not be used for any other purpose than the purpose for which they are established. The reserves shall be established and accumulated to an amount as determined by the Board and remain available for such period of time as determined by the Board after any MMWAC facility, ash fill or landfill disposal site is finally closed.

If any liability exists for claims and expenses arising from or caused by the ownership, operation or maintenance of any solid waste disposal facility under the MMWAC Solid Waste Program and said claims or expenses are not covered by insurance or other funded reserve, or if any notice of a deficiency in payment of any liability or debt service on any debt obligation of MMWAC is sent to the Participating Municipalities as provided for in Section 8 hereof, then each of the Participating Municipalities agrees that it shall contribute promptly on notification by MMWAC its Proportionate Share, as defined in Section 6 hereof, toward the payment of any claims, costs, damages, debt service deficiency and any reasonable legal defense costs associated therewith.

10. A Participating Municipality may withdraw from this Agreement at the end of a fiscal year provided that it has given the Board at least one (1) year's written notice to MMWAC

and to each Assignee hereunder of its intention to do so. Such Participating Municipality shall be permitted to withdraw only after it has paid its Proportionate Share of the then outstanding balance of all liabilities and indebtedness of MMWAC incurred prior to its withdrawal provided, however, that such Participating Municipality may satisfy such requirement with respect to any outstanding long-term indebtedness of MMWAC by agreeing in an appropriate written document to pay its proportionate share of such long-term indebtedness of MMWAC as such indebtedness becomes due and payable; and shall convey to the other Participating Municipalities all of its right, title or interest in property owned by MMWAC or held jointly by two or more Participating Municipalities and used by MMWAC to ensure unfettered use for the purposes stated herein by MMWAC and the remaining Participating Municipalities; provided, however, that following its notice of withdrawal as provided hereinabove, such withdrawing municipality shall not become liable for any capital expenditures or borrowings which may be made by MMWAC, provided, however, that the withdrawal of any Participating Municipality from this Agreement pursuant to this Section shall not relieve the withdrawing municipality from liabilities incurred by MMWAC during its membership if such liability arises from or is caused by an MMWAC solid waste disposal facility established before the effective date of such withdrawal.

Notwithstanding anything to the contrary herein, MMWAC (with the written consent of the Assignee, as hereinafter defined, if necessary under any agreement between the Assignee and MMWAC) on sixty (60) days prior written notice may require any Participating Municipality which fails to enter a Waste Handling Agreement with MMWAC to withdraw from this Agreement and MMWAC.

11. Anything to the contrary notwithstanding, the Participating Municipalities agree that MMWAC may pledge and assign its rights under this Agreement to any trustee for the holders of any bonds, notes or other evidences of indebtedness (the "Bonds") of MMWAC or other lender and/or to any provider of credit enhancement or liquidity enhancement for the Bonds, including but not limited to any bond insurance company and/or any provider of a letter of credit with respect to Bonds of MMWAC (collectively the "Assignee"). In the event of any such assignment, the following provisions shall apply:

(a) There shall be no cancellation, surrender, termination, amendment or modification of this Agreement by joint action of the Participating Municipalities and/or of MMWAC without the prior written consent of the Assignee;

(b) Each Participating Municipality will mail to each Assignee by certified mail, return receipt requested, at such address as specified by the Assignee, copies of all notices which such Participating Municipality may from time to time serve on MMWAC or any other Participating Municipality simultaneously therewith;

(c) In the event that the Assignee gives written notice to any Participating Municipality that MMWAC is in default under any Bonds issued by MMWAC or under any other agreement with any Assignee, the Participating Municipality shall make payment of all amounts due hereunder directly to the Assignee until such time as the Assignee gives written notice redirecting such payments to MMWAC. Following any such notice of default and unless and until the Participating Municipalities receive notice from the Assignee to the contrary, the Assignee shall have the right to exercise the rights of MMWAC hereunder, to determine the amounts due this Agreement and to take such other actions as MMWAC is permitted to take hereunder.

(d) No waiver by MMWAC of any of the obligations of any Participating Municipality hereunder and no consent or election made by MMWAC hereunder and no purported termination of this Agreement by MMWAC or by any Participating Municipality shall be effective against the Assignee without the prior written consent of the Assignee.

12. Other municipalities, not original signatories hereof, may become parties to this Agreement and thereby become Participating Municipalities upon a vote of 75 percent of the members of the Board, upon the signing of the Agreement or an addendum hereto providing for admission of such other parties to this Agreement, and upon agreement to such further terms, conditions or other considerations as the Board may require.

13. At such time as MMWAC shall have discharged all of its liabilities and obligations and paid or provided for the payment thereof, including, but not limited to, payment of the principal, premium, if any, and interest and other charges on any Bonds of MMWAC, the Board may, by a vote of 85 percent of the Participating Municipalities, dissolve this Agreement and dispose of all MMWAC property, real and personal, in such manner as said Board shall authorize and direct. All money, if any, remaining in the hands of the Treasurer, shall be paid to the Participating Municipalities as of the date of such dissolution in accordance with the Proportionate Share of each.

14. Notwithstanding any provisions hereof, if this Agreement is inconsistent or conflicts with any Waste Handling Agreement now existing or hereafter entered (with the consent of any then existing Assignee, if necessary under any applicable agreement between MMWAC and the Assignee) between MMWAC and any Participating Municipality, the Waste Handling Agreement shall prevail.

15. Each Participating Municipality hereby pledges its full faith and credit for the payment of all fees, assessments and other payments required of it under this Agreement, and each agrees to levy upon and raise from taxable estates within the respective boundaries of each municipality by general or special tax the amount required to make such payments or to raise such amounts by means of a fee, user charge or other cost sharing or assessment mechanism or to borrow such amounts by issuance of general obligation bonds or notes.

16. This Agreement may be further modified or amended by mutual agreement of all Participating Municipalities and any Assignee (if the Assignee's consent is required by the Assignee under any applicable documents), by a duly executed instrument in writing approved by the Office of the Attorney General of the State of Maine and the Maine Department of Environmental Protection (or its commissioner) or their successor agencies and filed with the Clerk of each Participating Municipality and the Secretary of State. Notwithstanding the foregoing, the addition of new Participating Municipalities as parties of this Agreement shall require only the approval of the Board and the filing of an Addendum with the Maine Secretary of State in accordance with the provisions of Section 12 above and shall not require the approval by the Attorney General, by the Maine Department of Environmental Protection, or by any Participating Municipality.

IN WITNESS WHEREOF, the said Participating Municipalities have caused this Agreement to be executed on their behalf by their respective duly authorized representatives, and dated June 1, 1986.

WITNESS:

June E. Thompson

CITY OF AUBURN
By Robert C. Munson
Its City Manager

TOWN OF RAYMOND

Leonard H Wood

By: Carlton E Edwards
Its Selectman

Leonard H Wood

By: James J. Jones
Its Selectman

Leonard H Wood

By: Ciprian P. Harkley
Its Selectman

Leonard H Wood

By: Linda M. Alexander
Its Selectman

Leonard H Wood

By: Shirley A. Fielder
Its

TOWN OF SUMNER

Richard P. Davis

By: Wm. J. Ostrant
Its Selectman

Cynthia M. Dunn

By: David J. Gilbert
Its Selectman

By: Mark Silber
Its Selectman

Approved by Maine Department of Environmental Protection.

Date 8-5-86

By: Kenneth C. Young
Its Commissioner

Approved by the Office of the Attorney General.

Date August 15, 1986

By: Calvin Howard
Deputy Attorney General

MID-MAINE WASTE ACTION CORPORATION
INTERLOCAL SOLID WASTE AGREEMENT
City of Auburn, Town of Raymond
and Sumner Maine

OFFICE OF
SECRETARY OF STATE
RECEIVED
AUG 20 1986
AUGUSTA, MAINE

MID-MAINE WASTE ACTION CORPORATION
First Addendum to MMWAC Interlocal Solid Waste Agreement

WHEREAS Mid-Maine Waste Action Corporation, a Maine non-capital stock, non-profit corporation ("MMWAC"), was duly created and is existing pursuant to the provisions of Title 30, Chapter 203 of the Maine Revised Statutes and Title 38, section 1304-B for the purpose of operating a solid waste disposal and management program for the municipalities participating therein pursuant to a Interlocal Solid Waste Agreement dated June 1, 1986 (the "Agreement") and a Certificate of Organization (the "Certificate"), both filed with the Secretary of State of the State of Maine; and

WHEREAS prior to the date hereof, the Participating Municipalities of MMWAC under the Agreement consisted of the City of Auburn, the Town of Raymond and the Town of Sumner; and

WHEREAS, the undersigned municipalities have individually voted to join MMWAC as Participating Municipalities and to execute this Addendum to the Agreement; and

WHEREAS, the MMWAC Board of Directors has duly voted pursuant to the Agreement to accept the undersigned municipalities as Participating Municipalities under the Agreement;

NOW, THEREFORE, the undersigned Mid-Maine Waste Action Corporation hereby amends the Agreement to accept and admit the undersigned municipalities as Participating Municipalities of MMWAC, and the undersigned municipalities hereby approve the Certificate and the Agreement and agree to be bound by all of the terms and conditions of the Agreement and to perform and pay their respective obligations as Participating Municipalities of MMWAC under the Agreement. This Addendum may be executed in separate counterparts.

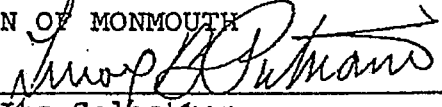
Dated this 17th day of November, 1986.

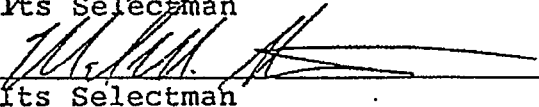
MID-MAINE WASTE ACTION CORPORATION

By: William G. F. Coleman
Its

First Addendum to MMWAC Interlocal Solid Waste Agreement

TOWN OF MONMOUTH

By: 
Its Selectman

By: 
Its Selectman

By: 
Its Selectman

First Addendum to MMWAC Interlocal Solid Waste Agreement

TOWN OF BUCKFIELD

By: Bradley D. Griffith
Its Selectman

By: Perley E. Lovejoy
Its Selectman

By: Garland V. Bell
Its Selectman

First Addendum to MMWAC Interlocal Solid Waste Agreement

TOWN OF NEW GLOUCESTER

By: Edward R. Dine
Its Selectman

By: George W. Collier, Jr.
Its Selectman

By: Gordon S. Tupper
Its Selectman

First Addendum to MMWAC Interlocal Solid Waste Agreement

TOWN OF MECHANIC FALLS

By: Edward A. Bayless,
Its Councilman

By: Beatrice Marchand
Its Councilman

By: William F. Webb
Its Councilman

By: Walter A. Love
Its Councilman

By: R E Riley
Its Councilman

INTERLOCAL SOLID WASTE AGREEMENT
Mid Maine Waste Action Corp.
Amendment adding Buckfield
Mechanic Falls & New Gloucester

Office of
Solid Waste
NOV 26 1986
AUGUSTA, MAINE

MID-MAINE WASTE ACTION CORPORATION
Second Addendum to MMWAC Interlocal Solid Waste Agreement

WHEREAS, Mid-Maine Waste Action Corporation, a Maine non-capital stock, non-profit corporation ("MMWAC"), was duly created and is existing pursuant to the provisions of Title 30, Chapter 203 of the Maine Revised Statutes and Title 38, section 1304-B for the purpose of operating a solid waste disposal and management program for the municipalities participating therein pursuant to an Interlocal Solid Waste Agreement dated June 1, 1986 (the "Agreement") and a Certificate of Organization (the "Certificate"), both filed with the Secretary of State of the State of Maine; and

WHEREAS, the Participating Municipalities of MMWAC under the Agreement consisted of the City of Auburn, the Town of Raymond and the Town of Sumner; and

WHEREAS, the Towns of Monmouth, Buckfield, New Gloucester and Mechanic Falls have been admitted as Participating Municipalities of MMWAC pursuant to First Addendum to MMWAC Interlocal Solid Waste Agreement; and

WHEREAS, the undersigned municipalities have individually voted to join MMWAC as Participating Municipalities and to execute this Addendum to the Agreement; and

WHEREAS, the MMWAC Board of Directors has duly voted pursuant to the Agreement to accept the undersigned municipalities as Participating Municipalities under the Agreement;

NOW, THEREFORE, the undersigned Mid-Maine Waste Action Corporation hereby amends the Agreement to accept and admit the undersigned municipalities as Participating Municipalities of MMWAC, and the undersigned municipalities hereby approve the Certificate and the Agreement and agree to be bound by all of the terms and conditions of the Agreement and to perform and pay their respective obligations as Participating Municipalities of MMWAC under the Agreement. This Addendum may be executed in separate counterparts.

Dated this 17th day of June, 1987.

MID-MAINE WASTE ACTION CORPORATION

By: Shirley G. Fielder
Its President

Second Addendum to MMWAC Interlocal Solid Waste Agreement.

TOWN OF POLAND

By: Wm. F. Fairland Jr.
Its Selectman

By: Robert M. Hoo
Its Selectman

By: Ron H. Hoo
Its Selectman

By: Richard H. Hoo
Its Selectman

By: Ron H. Hoo
Its Selectman

Second Addendum to MMWAC Interlocal Solid Waste Agreement.

TOWN OF LOVELL

Carol M Andrews

By: Thomas J McLaughlin
Its Selectman

Carol M Andrews

By: Rudolph J. McLaughlin
Its Selectman

Carol M Andrews

By: Robert M. Chandler
Its Selectman

Second Addendum to MMWAC Interlocal Solid Waste Agreement.

TOWN OF SWEDEN

By: Donald T. Tray
its 1st Selectman

By: Dorothy M. Beer
its

By: Susan K. Black
its

Second Addendum to MMWAC Interlocal Solid Waste Agreement.

TOWN OF OXFORD

By: Evan Hurler
Its SELECTMAN

By: Ellen B. B. B.
Its SELECTMAN

By: Ray M. M. M.
Its SELECTMAN

Second Addendum to MMWAC Interlocal Solid Waste Agreement.

TOWN OF WALES

By: Raymond H. How
Its Chairman Selectmen

By: Paul Burgess
Its Selectman

By: Bradford R. Cram
Its Selectman

INTERLOCAL SOLID WASTE AGREEMENT

OFFICE OF
SECRETARY OF STATE
RECEIVED
JUN 11 1987
AUGUSTA, MEINE

MID-MAINE WASTE ACTION CORPORATION
Third Addendum to MMWAC Interlocal Solid Waste Agreement

WHEREAS, Mid-Maine Waste Action Corporation, a Maine non-capital stock, non-profit corporation ("MMWAC"), was duly created and is existing pursuant to the provisions of Title 30, Chapter 203 of the Maine Revised Statutes and Title 38, section 1304-B for the purpose of operating a solid waste disposal and management program for the municipalities participating therein pursuant to an Interlocal Solid Waste Agreement dated June 1, 1986 (the "Agreement") and a Certificate of Organization (the "Certificate"), both filed with the Secretary of State of the State of Maine; and

WHEREAS, the Participating Municipalities of MMWAC under the Agreement consisted of the City of Auburn, the Town of Raymond and the Town of Sumner; and

WHEREAS, the Towns of Monmouth, Buckfield, New Gloucester and Mechanic Falls have been admitted as Participating Municipalities of MMWAC pursuant to First Addendum to MMWAC Interlocal Solid Waste Agreement; and

WHEREAS, the Towns of Poland, Lovell, Sweden, Oxford, and Wales have been admitted as Participating Municipalities of MMWAC pursuant to Second Addendum to MMWAC Interlocal Solid Waste Agreement; and

WHEREAS, the undersigned municipalities have individually voted to join MMWAC as Participating Municipalities and to execute this Addendum to the Agreement; and

WHEREAS, the MMWAC Board of Directors has duly voted pursuant to the Agreement to accept the undersigned municipalities as Participating Municipalities under the Agreement;

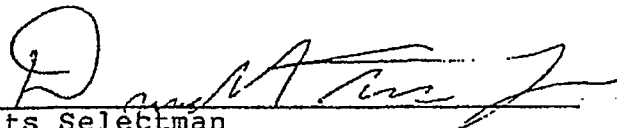
NOW, THEREFORE, the undersigned Mid-Maine Waste Action Corporation hereby amends the Agreement to accept and admit the undersigned municipalities as Participating Municipalities of MMWAC, and the undersigned municipalities hereby approve the Certificate and the Agreement and agree to be bound by all of the terms and conditions of the Agreement and to perform and pay their respective obligations as Participating Municipalities of MMWAC under the Agreement. This Addendum may be executed in separate counterparts.

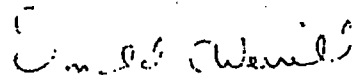
Dated this 15th day of September , 1987.

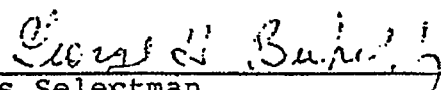
MID-MAINE WASTE ACTION CORPORATION

By: Shirley G. Fielder
Its President

TOWN OF MINOT

By: 
Its Selectman

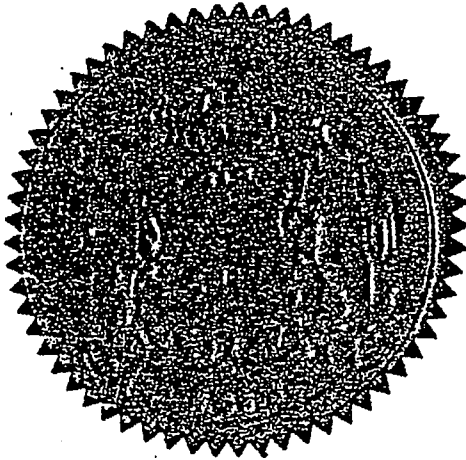
By: 
Its Selectman

By: 
Its Selectman



Department of State

I, the Secretary of State of the State of Maine, do hereby Certify that the paper to which this is attached is a true copy from the records of this office.



SS-C7-75

In Testimony Whereof, I have caused the Great Seal of the State to be hereunto affixed. GIVEN under my hand at Augusta, this
Twentieth day of October in the year
of our Lord one thousand nine hundred and eighty-seven

Secretary of State

MID-MAINE WASTE ACTION CORPORATION
Fourth Addendum to MMWAC Interlocal Solid Waste Agreement

WHEREAS, Mid-Maine Waste Action Corporation, a Maine non-capital stock, non-profit corporation ("MMWAC"), was duly created and is existing pursuant to the provisions of Title 30, Chapter 203 of the Maine Revised Statutes and Title 38, section 1304-B for the purpose of operating a solid waste disposal and management program for the municipalities participating therein pursuant to an Interlocal Solid Waste Agreement dated June 1, 1986 (the "Agreement") and a Certificate of Organization (the "Certificate"), both filed with the Secretary of State of the State of Maine; and

WHEREAS, the Participating Municipalities of MMWAC under the Agreement consisted of the City of Auburn, the Town of Raymond and the Town of Sumner; and

WHEREAS, the Towns of Monmouth, Buckfield, New Gloucester and Mechanic Falls have been admitted as Participating Municipalities of MMWAC pursuant to First Addendum to MMWAC Interlocal Solid Waste Agreement; and

WHEREAS, the Towns of Poland, Lovell, Sweden, Oxford, and Wales have been admitted as Participating Municipalities of MMWAC pursuant to Second Addendum to MMWAC Interlocal Solid Waste Agreement; and

WHEREAS, the Town of Minot has been admitted as a Participating Municipality of MMWAC pursuant to Third Addendum to MMWAC Interlocal Solid Waste Agreement; and

WHEREAS, the undersigned municipalities have individually voted to join MMWAC as Participating Municipalities and to execute this Addendum to the Agreement; and

WHEREAS, the MMWAC Board of Directors has duly voted pursuant to the Agreement to accept the undersigned municipalities as Participating Municipalities under the Agreement;

NOW, THEREFORE, the undersigned Mid-Maine Waste Action Corporation hereby amends the Agreement to accept and admit the undersigned municipalities as Participating Municipalities of MMWAC, and the undersigned municipalities hereby approve the Certificate and the Agreement and agree to be bound by all of the terms and conditions of the Agreement and to perform and pay their respective obligations as Participating Municipalities of MMWAC under the Agreement. This Addendum may be executed in separate counterparts.

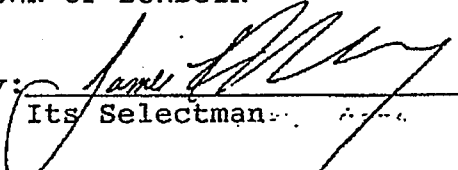
Dated this 10th day of March, 1988

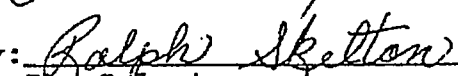
MID-MAINE WASTE ACTION CORPORATION

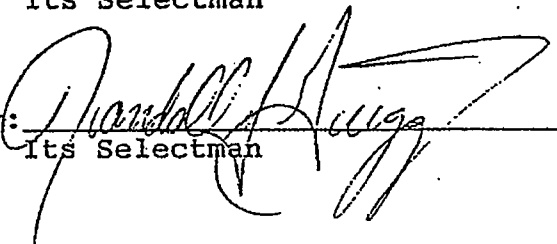
By: Shirley G. Fildes
Its President

Fourth Addendum to MMWAC Interlocal Solid Waste Agreement.

TOWN OF BOWDOIN

By: 
Its Selectman

By: 
Its Selectman

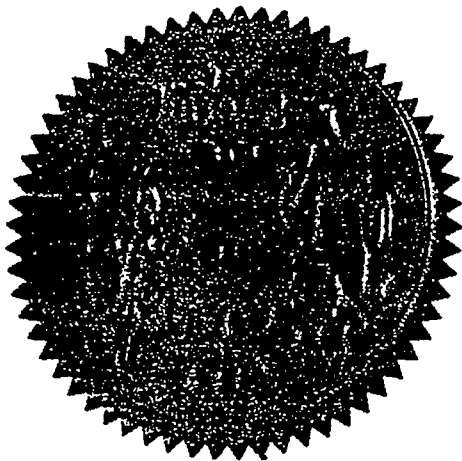
By: 
Its Selectman



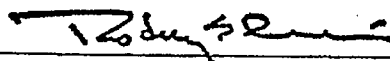
State of Maine

Department of State

I, the Secretary of State of the State of Maine, do hereby Certify that the paper to which this is attached is a true copy from the records of this office.



In Testimony Whereof, I have caused the Great Seal of the State to be hereunto affixed. GIVEN under my hand at Augusta, this ELEVENTH day of APRIL in the year of our Lord one thousand nine hundred and EIGHTY-EIGHT.



Secretary of State

SS-C7-75

WASTE HANDLING AGREEMENT

This Agreement, dated as of July 1, 1986, as amended as of December 1, 1987, is entered into in the State of Maine by and between the Town of Auburn, a municipality and body corporate existing under the laws of the State of Maine, with an address at its municipal office in the State of Maine (hereinafter referred to as the "MUNICIPALITY") and Mid-Maine Waste Action Corporation, a Maine non-capital stock nonprofit corporation (hereinafter referred to as "MMWAC").

WHEREAS, the MUNICIPALITY is required by Maine law to provide facilities for the safe and efficient disposal of certain solid waste generated within the MUNICIPALITY; and

WHEREAS, it is the policy of the State of Maine to promote and foster resource conservation and resource recovery from solid waste; and

WHEREAS, MMWAC is willing and able to operate a solid waste disposal system; and

WHEREAS, the parties are willing and able to provide for the financing of such system; and

WHEREAS, in addition to its Acceptable Waste (as defined herein) generated within the boundaries of the MUNICIPALITY, the MUNICIPALITY desires to dispose of certain Non-Member Waste (as defined herein) generated outside the boundaries of the MUNICIPALITY, with provision that the costs of Handling (as defined herein) such Non-Member Waste shall be separately assessed to the MUNICIPALITY as Non-Member Fees apart from the Tipping Fees (as defined herein) and Service Fees (as defined herein) assessed to the MUNICIPALITY as provided herein for the Handling of its Acceptable Waste.

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

Article I Definitions

As used in this Agreement the following terms shall have the following meanings:

A. Acceptable Waste means that portion of Solid Waste within the boundaries of the MUNICIPALITY characteristic of that collected and/or disposed of as part of normal municipal or ordinary household, institutional, commercial and industrial Solid Waste including, but not limited to, the following:

05804

(1) Garbage, trash, rubbish, paper and cardboard, plastics and refuse, to the extent that MMWAC reasonably determines that the air emission criteria and standards applicable to and at the Facility or any Substitute Facility or applicable Landfill are not violated; and

(2) Processible portions of commercial and industrial Solid Waste; and

(3) Wood and lumber, tree limbs, branches, ties, logs and trees, if no more than two and one-half (2 1/2) feet long and four (4) inches in diameter, and leaves, twigs, grass and plant cuttings, provided that the MUNICIPALITY shall not be obligated to deliver or cause to be delivered any items listed in this subpart (3) to the Site, and further provided that such items may be delivered to the Site by or on behalf of the MUNICIPALITY on an irregular basis only and shall represent an insignificant (5% or less of all waste delivered by the Municipality) portion of the total Waste delivered to the Site by or on behalf of the MUNICIPALITY within any Calendar Year.

Non-Member Waste shall not be included within the definition of "Acceptable Waste." Notwithstanding any provisions to the contrary, Unacceptable Waste, including Hazardous Waste, shall not be "Acceptable Waste" and is explicitly excluded therefrom. Furthermore, any substances which as of the date of this Agreement are included as "Acceptable Waste", but which are later determined to be harmful, toxic, dangerous or hazardous by any governmental agency or unit having appropriate jurisdiction, shall not be "Acceptable Waste" under the terms of this Agreement. However, any substances which as of the date of this Agreement are not included within the definition of "Acceptable Waste" because they are considered harmful, toxic, dangerous or hazardous and which are later determined not to be harmful, toxic, dangerous or hazardous by any governmental agency or unit having appropriate jurisdiction, shall be considered "Acceptable Waste" unless a contrary determination has been or is made by any other governmental agency or unit having appropriate jurisdiction or unless such substances are otherwise considered "Unacceptable Waste" or "Hazardous Waste".

B. Act means Title 30, Chapter 203 of the Maine Revised Statutes, as amended, Title 38, Section 1304-B of the Maine Revised Statutes as amended, and the Interlocal Agreement entered into in compliance with and in exercise of the powers granted to Maine municipalities under Title 30, Chapter 203 of the Maine Revised Statutes as amended and Title 38, Section 1304-B of the Maine Revised Statutes, as amended.

C. Agreement means this Agreement, including any appendices incorporated herein and as it may be amended from time to time.

D. Assignee means any assignee under Article XII hereof.

E. Bonds mean the bonds, notes or other debt obligations or evidences of indebtedness to be issued by MMWAC or another entity for the benefit and with the approval of MMWAC from time to time to finance:

(1) Disposal of solid waste at the Site, the Facility, Landfill or Substitute Facility or in such other place and manner as determined by MMWAC together with all costs of operating, owning, using, maintaining, repairing, improving, constructing or reconstructing the System;

(2) All or a portion of the cost of acquiring, designing, improving, constructing, operating, maintaining and conducting tests of the System and of paying the Total Cost of the System; and

(3) Such additional amounts as may be deemed appropriate to pay all Costs of the Project and to fund any reserves required to be funded from Bond proceeds, to expand the System, to provide for debt service reserve funds and other reserve funds, as deemed appropriate by MMWAC, to refund bonds previously issued, to finance or refinance Costs of the Project, to provide for capitalized interest, and to pay debt service interest and other charges including any premium on any Bonds and any other amounts deemed appropriate in connection with the Bonds.

F. BTU means British Thermal Unit.

G. Business Day means each Monday, Tuesday, Wednesday, Thursday, Friday and Saturday which is not a Legal Holiday.

H. Calendar Year means a twelve (12) month period of System operations beginning on January 1st of each calendar year and ending on the following December 31st.

I. Commencement Date of Operations means such date as determined by MMWAC in its sole discretion as specified in a written notice sent by MMWAC to the MUNICIPALITY.

J. Commitment for Financing means the earlier of the date on which any Bonds are first authorized to be issued for rehabilitation of the Facility or the date on which a commitment of a Credit Enhancement Provider with respect to any proposed Bonds is accepted by MMWAC, provided however that the Commitment for Financing shall not occur before September 15, 1986.

K. Credit Enhancement means with respect to any Bonds, any letter of credit, any policy of bond insurance or any other credit enhancement device providing liquidity or security for

the payment of the purchase price of or the principal, interest and other charges and premium, if any, on any of the Bonds.

L. Credit Enhancement Provider means, with respect to any of the Bonds, a bank, bond insurer or other institution or entity providing Credit Enhancement for such Bonds.

M. Costs of the Project means all costs and expenses associated with or incurred in connection with or relating in any way to the Project, the Facility, the Site, the Landfill the Substitute Facility and/or the System including, but not limited to:

(i) all costs which MMWAC shall be required to pay under the terms of any contract or contracts or otherwise for the acquisition, construction, reconstruction, improvement, repair, use, operation, maintenance, installation or equipping of the System and the Project, including reimbursement of MMWAC for all advances and payments made in connection with the System and Project and including amounts needed to pay or retire existing indebtedness of MMWAC;

(ii) obligations incurred for labor, services (including legal and other professional services), utilities, supplies, materials and taxes (if any), assessments and other governmental charges (including obligations payable in connection with the acquisition, construction, reconstruction, improvement, repair, use, operation, maintenance, installation or equipping of the Project and the System) and all other costs or expenses of any kind incurred or expected to be incurred by MMWAC in connection with or relative in any way to the System or the Project;

(iii) the cost of payment of performance or other bonds and any and all types of insurance that may be necessary or appropriate during the course of or in connection with the System or the Project.

(iv) all costs of engineering and architectural services, including the costs of MMWAC for test borings, surveys, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or consequent to the proper construction of the System or Project;

(v) all issuance expenses, legal, accounting, underwriting and placement fees and expenses, printing costs, rating agency fees, Trustee fees, Credit Enhancement Provider fees, fees and expenses of bond counsel and other counsel fees and expenses incident to preparation of documents and issuance, sale and securing

of the Bonds, premium, if any, any other charges on the Bonds, any costs and expenses incident to any remarketing of the Bonds and/or incident to or arising under any agreement providing for Credit Enhancement.

(vi) amounts required to finance the purchase of existing Project or System assets from one or more member Municipalities pursuant to the Interlocal Agreement including but not limited to payment of any bonds, expenses or obligations of any such Member Municipalities and payment of any additional consideration in connection with such purchases; and

(vii) any sums required to reimburse MMWAC for advances made by MMWAC for any of the above items or for any other costs incurred and for work done by MMWAC which are properly chargeable to the System or the Project.

Costs of the Project specifically do not include any cost incurred in carrying out the obligation of MMWAC to Handle Non-Member Waste, which costs shall be determined and assessed to the MUNICIPALITY as Non-Member Fees as provided in Article IX hereof.

N. Date of Initial Financing means the first date on which any Bonds are issued and delivered to finance all or any part of the Costs of the Project.

O. Delivery Hours means the period of hours on each Business Day set by MMWAC during which Acceptable Waste or Non-Member Waste may be delivered to the Site. Delivery Hours may be temporarily suspended or modified by MMWAC (with the written consent of the Assignee if necessary) due to Shutdowns or hazardous conditions or lawful orders to do so, provided, however, that in the event of any suspension in delivery hours, MMWAC shall be obligated to use reasonable efforts to obtain an alternative Site at which it may Handle Waste as soon as reasonably possible in the circumstances.

P. Facility means the solid waste disposal-resource recovery facility (consisting of all buildings, equipment, installations and the like) owned or operated or to be owned or operated by MMWAC and ancillary activities, in order to process and dispose of Solid Waste and thereby produce and deliver steam and electricity.

Q. Fiscal Year means a one year period commencing on July 1st of each calendar year and ending on June 30th of the following calendar year.

R. Handle means to store, transfer, collect, separate, recycle, bale, salvage, process, reduce, recover, incinerate, treat or otherwise dispose of. Handling means storing,

transferring, collecting, separating, recycling, baling, salvaging, processing, reducing, recovering, incinerating, treating or otherwise disposing of.

S. Hazardous Waste means Waste which by reason of its composition, characteristics or other inherent properties is dangerous to Handle by ordinary means, or which may present a substantial endangerment to health or safety, or which presents a reasonable possibility of adversely affecting the operation of the Facility or the System. "Hazardous Waste" shall also mean Waste which is defined as harmful, toxic, dangerous or hazardous at any time during the term of this Agreement pursuant to (i) the Solid Waste Disposal Act, 42 U.S.C. §§6901 et seq., as amended; and (ii) the Maine Hazardous Waste, Septage and Solid Waste Act, 38 M.R.S.A. §§1301 et seq., as amended; and (iii) any other Federal, State, county or local codes, statutes or laws; and (iv) any regulations, orders or other actions promulgated or taken with respect to the items listed in (i) through (iii) above; provided, however, that any such materials which are later determined not to be harmful, toxic, dangerous or hazardous by any governmental agency or unit having appropriate jurisdiction shall not be considered "Hazardous Waste" unless a contrary determination has been or is made by any other governmental agency or unit having appropriate jurisdiction.

T. Initial Financing means the Bonds which are issued and delivered on the Date of Initial Financing to finance all or any part of the Costs of the Project.

U. Interlocal Agreement means the MMWAC Project Interlocal Solid Waste Agreement dated as of June 1, 1986, among the Member Municipalities, as approved by the Maine Attorney Generals Office and the Maine Department of Environmental Protection and filed with the Clerk of each Member Municipality and the Maine Secretary of State, and any amendments, addenda and supplements thereto or substitutions therefor.

V. Landfill means any landfill designated by MMWAC or any Assignee from time to time.

W. Legal Holiday shall mean a day designated as a legal holiday pursuant to Section 1051, Title 4, Maine Revised Statutes, or such other day as may be so designated by MMWAC.

X. Member Municipality shall mean any municipality which is a member of MMWAC by virtue of its approval and execution of the Interlocal Agreement.

Y. Non-Member means any entity which has a right as of the date hereof to have the MUNICIPALITY (or MMWAC as the owner of the Facility) accept its Solid Waste pursuant to contractual

arrangements which have not been explicitly agreed to or accepted by MMWAC other than as provided in this Agreement.

Z. Non-Member Fees means the payments required to be paid by the MUNICIPALITY to MMWAC pursuant to Article IX hereof for the Handling of Non-Member Waste received at the Site.

AA. Non-Member Waste means that portion of Solid Waste which is not generated within the boundaries of the MUNICIPALITY which the MUNICIPALITY is as of the date hereof obligated to accept pursuant to any contract or arrangement with a Non-Member which is not a Participating Municipality and which is characteristic of that collected and/or disposed of as part of normal municipal or ordinary household, institutional, commercial and industrial Solid Waste including, but not limited to, the following:

(1) Garbage, trash, rubbish, paper and cardboard, plastics and refuse, to the extent that MMWAC reasonably determines that the air emission criteria and standards applicable to and at the Facility or any Substitute Facility or applicable Landfill are not violated; and

(2) Processible portions of commercial and industrial Solid Waste; and

(3) Wood and lumber, tree limbs, branches, ties, logs and trees, if no more than two and one-half (2 1/2) feet long and four (4) inches in diameter, and leaves, twigs, grass and plant cuttings, provided that the items listed in this subpart (3) may be delivered to the Site by or on behalf of the MUNICIPALITY on an irregular basis only and shall represent an insignificant (5% or less of all Non-Member Waste delivered by or on behalf of the MUNICIPALITY) portion of the total Non-Member Waste delivered to the Site by or on behalf of the MUNICIPALITY within any Calendar Year.

Notwithstanding any provisions to the contrary, Unacceptable Waste, including Hazardous Waste, shall not be "Non-Member Waste" and is explicitly excluded therefrom. Furthermore, any substances which as of the date of this Agreement are included as "Non-Member Waste", but which are later determined to be harmful, toxic, dangerous or hazardous by any governmental agency or unit having appropriate jurisdiction, shall not be "Non-Member Waste" under the terms of this Agreement. However, any substances which as of the date of this Agreement are not included within the definition of "Non-Member Waste" because they are considered harmful, toxic, dangerous or hazardous and which are later determined not to be harmful, toxic or dangerous by any governmental agency or unit having appropriate jurisdiction, shall be considered "Non-Member Waste" unless a contrary determination has been made by any other governmental agency or unit having

appropriate jurisdiction or unless such substances are otherwise considered "Unacceptable Waste" or "Hazardous Waste."

BB. Operator means the company, companies or any other entity with which MMWAC may from time to time contract or agree to operate the Site or any other part of the System, or, in the absence of any such Operator, MMWAC.

CC. Participating Municipality means any municipality which is a party to a Waste Handling Agreement with MMWAC.

DD. Pit means the storage area or areas at the Site from which Acceptable Waste or Non-Member Waste will be extracted for disposal or other Handling.

EE. Processed Waste means the Waste that is actually delivered to the Site by or on behalf of the MUNICIPALITY and which is removed from the delivery vehicle or container or which is otherwise accepted for Handling at the Site.

FF. Project means the acquisition, Site development, improvement, construction, reconstruction or installation of equipment and furnishings in connection with the System, the Facility, and/or the Site, the acquisition and development of one or more areas as transfer stations or Landfills, any agreement or contract with any other person or entity relating to or providing for the disposal of Solid Waste at any Substitute Facility, the acquisition and development of one or more Sites for any other purpose permitted under the Act, including the operation or expansion of any part of the System, any agreement relating to or providing for the sale of energy or electricity, all actions and activities in order to Handle any Acceptable Waste or Non-Member Waste of the Participating Municipalities and of others, and any ancillary acquisition, Site development construction, installation, operation, use, repair, maintenance, equipping or furnishing in connection with, or necessary or useful to the accomplishment of the foregoing, or any combination thereof.

GG. Recyclable Waste shall mean newsprint, cardboard and glass and metal cans and bottles, which is Acceptable Waste and Non-Member Waste and from which resources other than energy may be recovered by the MUNICIPALITY.

HH. Recycle means to recover resources other than energy from Recyclable Waste.

II. Residue means by-products of the Handling of Processed Waste that are not themselves Hazardous Wastes. Such by-products may include, but are not limited to, ash, process rejects, oversized and bulky Wastes and unprocessable Wastes.

JJ. Returned Waste means Waste that is actually delivered to the Site by or on behalf of the MUNICIPALITY, but which is

not removed from the delivery vehicle or container or is otherwise not accepted for Handling at the Site.

KK. Service Fees means the payments required to be paid by the MUNICIPALITY to MMWAC pursuant to Article VIII hereto. Such Service Fees shall not include any portion of Non-Member Fees payable by the MUNICIPALITY pursuant to Article IX hereof.

LL. Shutdown means a full or partial cessation of operation of the System.

MM. Site means any one or more locations of real property wherever located as designated from time to time by MMWAC or its Assignee as the site(s) or location(s) for the delivery of Acceptable Waste or Non-Member Waste by the MUNICIPALITY and/or by other Municipalities. For the purposes of this Agreement, the Site may include, but is not limited to, the Facility, any Substitute Facility, any Landfill, or any other location designated by written notice to the MUNICIPALITY from time to time by MMWAC or the Assignee. MMWAC or the Assignee may change the Site at any time upon two days prior written notice to the MUNICIPALITY.

NN. Solid Waste means useless, unwanted or discarded solid material with insufficient liquid content to be free flowing. "Solid Waste" includes, but is not limited to, rubbish, garbage, refuse, commercial and industrial waste, scrap materials, junk, refuse, construction and demolition debris and landscape refuse. "Solid Waste" shall in no case include sludges from air or water pollution control facilities, septic tank sludge or agricultural wastes.

OO. Substitute Facility means any facility or Landfill for disposal of Solid Waste not owned or operated by MMWAC, which is used by MMWAC to Handle any Acceptable Waste of the MUNICIPALITY during periods that the Facility is not in operation.

PP. System means the Facility, any Substitute Facility, any Landfill, the Site, the Project and any ancillary facilities, whether or not owned or operated by MMWAC, necessary or appropriate in order to Handle any Solid Waste on the Site or elsewhere, including pursuant to contracts with other persons or entities, and/or necessary or appropriate in order to convert solid waste to energy, and to transmit or sell the same.

QQ. Tipping Fees means the payments required to be made by the MUNICIPALITY to MMWAC pursuant to Article VII hereof in order to Handle any Acceptable Waste received at the Site. Such Tipping Fees shall not include any portion of Non-Member Fees payable by the MUNICIPALITY pursuant to Article IX hereof.

RR. Total Cost of the System shall have the meaning provided in Article VII hereof.

SS. Ton means a quantity of 2,000 pounds.

TT. Trustee means the Trustee for the purchasers or holders of the Bonds and shall include any successor(s) thereto and if there is no Trustee, Trustee shall mean the holders of the Bonds.

UU. Unacceptable Waste means that portion of Solid Waste which is not (i) Acceptable Waste or (ii) Non-Member Waste which would be Acceptable Waste if generated within the boundaries of the MUNICIPALITY, and includes, but is not limited to, sewage and its derivatives, construction and demolition debris, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended, and Hazardous Waste.

VV. Waste means items, materials or substances delivered to the Site by the MUNICIPALITY, its employees, agents or contractors, including Acceptable Waste and Non-Member Waste.

WW. Waste Handling Agreement means any agreement between MMWAC and any Participating Municipality similar in form and substance to this Agreement.

Article II Representations, Warranties and Covenants

A. MMWAC warrants and represents to the MUNICIPALITY the following:

(1) It is a non-capital stock, non-profit corporation duly organized and validly existing under the laws of the State of Maine including the Act in good standing and authorized to do business under the laws of the State of Maine and it has full power and authority to execute, enter and perform this Agreement in accordance with its terms.

(2) The execution and delivery of this Agreement has been duly authorized by all appropriate actions of MMWAC and its Board of Directors, and this Agreement constitutes the legal, valid and binding obligation of MMWAC enforceable in accordance with its terms (except as enforceability may be limited by applicable bankruptcy or similar laws affecting creditors' rights, and by application of equitable principles if equitable remedies are sought).

(3) The execution, delivery and performance of this Agreement will not violate any provision of law, including the Act, any order of any court or other agency of government, MMWAC's by-laws or recording certificate, or any indenture, material agreement or other instrument to which MMWAC is now a party or by which it or any of its

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properties or assets is bound, or be in conflict with, result in a breach of or constitute a default (with due notice or the passage of time or both) under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of MMWAC.

B. The MUNICIPALITY warrants and represents to MMWAC each of the following:

(1) It is a municipality duly organized and validly existing under the laws of the State of Maine and that it has full power and authority to execute, enter and perform this Agreement in accordance with the terms.

(2) The execution and delivery of this Agreement has been duly authorized by all appropriate actions of its governing body, this Agreement has been executed and delivered by an authorized officer of the MUNICIPALITY, and this Agreement constitutes the legal, valid and binding obligation of the MUNICIPALITY enforceable upon it in accordance with its terms (except as enforceability may be limited by applicable bankruptcy or similar laws affecting creditors' rights, and by application of equitable principles if equitable remedies are sought).

(3) The execution, delivery and performance of this Agreement will not violate any provision of law, any order of any court or other agency of government, the MUNICIPALITY's charter, ordinances or laws, or any indenture, material agreement or other instrument to which the MUNICIPALITY is now a party or by which it or any of its properties or assets is bound, or be in conflict with, result in a breach of or constitute a default (with due notice or the passage of time or both) under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the MUNICIPALITY.

Article III Conditions Precedent

All rights and obligations of the parties hereto shall be subject to the issuance of the Initial Financing, provided that the parties shall act in a reasonably diligent manner to bring about such Initial Financing.

Article IV Operation of the System

A. MMWAC shall, on and after the Commencement Date of Operations, except as otherwise expressly provided for herein, operate, maintain and administer the System and the Project, or

shall cause the System and the Project to be operated, maintained, and administered so as to be capable of Handling all Acceptable Waste and Non-Member Waste delivered by the MUNICIPALITY; provided, however, that to the extent the capacity of the Facility is inadequate to Handle both (i) all Acceptable Waste of all Participating Municipalities delivered to the Site and all other Solid Waste (other than Non-Member Waste) which MMWAC has explicitly agreed to Handle which is delivered to the Site and (ii) any Non-Member Waste delivered to the Site, Waste described in clause (i) shall be Handled at the Facility prior to the Handling of any Non-Member Waste at the Facility. To the extent Waste delivered to the Site by Non-Members does not meet the specifications for Non-Member Waste, MMWAC shall not be obligated to accept such Waste and any right of such Non-Member to have such Waste Handled shall be an obligation of the MUNICIPALITY.

B. Except as otherwise provided herein, MMWAC shall be solely responsible for and exclusively entitled to any Acceptable Waste and Non-Member Waste, deposited at the Site and the benefits therefrom.

C. MMWAC shall be obligated to Handle all Residue generated by the Facility and to Handle any Acceptable Waste or Non-Member Waste delivered to the Site by the Municipality, its employees, agents or contractors during any period of Shutdown; provided, however, that to the extent the capacity of the Facility is inadequate to Handle both (i) all Acceptable Waste of all Participating Municipalities delivered to the Site and all other Solid Waste (other than Non-Member Waste) which MMWAC has explicitly agreed to Handle which is delivered to the Site and (ii) any Non-Member Waste delivered to the Site, Waste described in clause (i) shall be Handled at the Facility prior to the Handling of any Non-Member Waste at the Facility. To the extent Waste delivered to the Site by Non-Members does not meet the specifications for Non-Member Waste, MMWAC shall not be obligated to accept such Waste and any right of such Non-Member to have such Waste Handled shall be an obligation of the MUNICIPALITY.

Article V Delivery Of Waste To The Site

A. Beginning with the Commencement Date of Operations the MUNICIPALITY will cause to be delivered to the Site all Acceptable Waste collected by it and all other Acceptable Waste generated within the MUNICIPALITY except for Acceptable Waste generated in areas listed in any applicable Appendix B hereto. The MUNICIPALITY will adopt reasonable measures to prevent the delivery of Unacceptable Waste to the Site. Beginning with the Commencement Date of Operations, the MUNICIPALITY will be unconditionally obligated to deliver its Acceptable Waste to the Site and to pay the Tipping Fees therefor to MMWAC, whether or not the Facility is rehabilitated, constructed or operational.

B. Notwithstanding any other provisions of this Agreement to the contrary, the MUNICIPALITY shall have no obligation to deliver Recyclable Waste generated within the MUNICIPALITY to the Site in such amounts and of such types which as of the date of this Agreement is actually being recycled. The MUNICIPALITY shall be obligated to deliver all other Recyclable Waste generated within the MUNICIPALITY to the Site unless MMWAC consents to allow the MUNICIPALITY to retain additional amounts or types of Recyclable Waste for Recycling.

C. MMWAC shall give the MUNICIPALITY 45 days advance notice of the Commencement Date of Operations. However, any failure by MMWAC to give such advance notice shall not constitute a breach or default under the terms of this Agreement, but shall merely delay the MUNICIPALITY's obligation to deliver its Acceptable Waste to the Site until 45 days after the earlier of the date on which MMWAC gives notice to the MUNICIPALITY of the Commencement Date of Operations or the MUNICIPALITY receives actual knowledge of the Commencement Date of Operations.

D. Prior to the Date of Initial Financing, the MUNICIPALITY will enact a flow control ordinance pursuant to 38 M.R.S.A. §1304-B, as amended, and shall therein designate the Site as the disposal or reclamation facility to which all Acceptable Waste generated within the MUNICIPALITY (except as otherwise provided in Section A above) must be delivered beginning with the Commencement Date of Operations. The MUNICIPALITY will not thereafter repeal or amend such ordinance without the prior written consent of MMWAC.

E. Beginning with the Commencement Date of Operations (or any later date as provided in Section C above), the MUNICIPALITY shall be obligated to deliver all of its Acceptable Waste to the Site as provided herein (except as otherwise provided in Section A above) and MMWAC shall be obligated to Handle the same as provided herein.

Article VI Delivery Procedures And Weighing

A. All deliveries of Acceptable Waste or Non-Member Waste to the Site by or on behalf of the MUNICIPALITY shall be made during Delivery Hours and MMWAC or the Operator may reject any Acceptable Waste or Non-Member Waste delivered at hours other than Delivery Hours. MMWAC or the Operator may also reject delivery of Waste which is (i) Unacceptable Waste or (ii) which does not conform to the specifications for Non-Member Waste. Except as otherwise provided herein, MMWAC shall keep the Site open for receipt of Acceptable Waste or Non-Member Waste during Delivery Hours.

B. MMWAC shall provide the MUNICIPALITY with a description of the type of vehicles which will or will not be

accepted for use in delivering Waste to the Site. The MUNICIPALITY shall cause all equipment and vehicles delivering Waste to the Site to bear an MMWAC identification, as supplied by MMWAC, conspicuously displayed on the exterior of the vehicle in a location designated by MMWAC and reasonably visible to personnel at the scale house at the Site. Said identification shall be in such form as MMWAC may from time to time reasonably designate.

C. MMWAC shall maintain or shall cause the Operator to maintain weighing facilities at the Site for the purpose of separately determining (i) the total Tonnage of Acceptable Waste and (ii) the total Tonnage of Non-Member Waste delivered to the Site by or on behalf of the MUNICIPALITY. Each vehicle delivering Waste to the Site shall be weighed in and weighed out. MMWAC shall maintain or cause the Operator to maintain a weight record containing the weight, date, time and vehicle identification of each vehicle entering and exiting the Site with a notation indicating whether such vehicle is delivering Acceptable Waste generated within the boundaries of the MUNICIPALITY or Non-Member Waste generated outside the boundaries of the MUNICIPALITY. MMWAC shall maintain or cause the Operator to maintain copies of all weight records for a period of at least two years. The MUNICIPALITY shall have the right to inspect the weight records upon reasonable advance notice.

D. MMWAC or the Operator shall estimate the quantity of Waste and Acceptable Waste or Non-Member Waste delivered to the Site during any time that all weighing facilities are incapacitated, being tested or are otherwise not available for use, on the basis of vehicle volumes and estimated data obtained from historical information pertinent to the MUNICIPALITY, provided, however, a Municipality, at its expense, may have its Waste weighed at an alternative facility if adequate assurances of accuracy are provided to MMWAC. These estimates shall take the place of actual weighing records during such times; provided, however, that separate estimates shall be supplied for Acceptable Waste generated within the boundaries of the MUNICIPALITY and Non-Member Waste generated outside the boundaries of the MUNICIPALITY.

E. Waste which is delivered to the Site and which is not rejected by MMWAC or the Operator shall be deposited at the Pit. No Waste may be stored outside the Site buildings except during an emergency and then only if applicable environmental, safety and aesthetic requirements are satisfied. Title to all Waste shall pass to MMWAC when such Waste is delivered to the Site.

F. Neither MMWAC, the Operator nor the MUNICIPALITY shall knowingly permit deliveries of Hazardous Waste to the Site.

G. The MUNICIPALITY shall pay all costs related to Handling of Waste which is (i) Unacceptable Waste or (ii) which

does not conform to the specifications for Non-Member Waste, which is delivered to the Site by the MUNICIPALITY, or its agents, contractors or instrumentalities, provided that the MUNICIPALITY shall not be obligated to pay costs related to the Handling of Waste which is (i) Unacceptable Waste generated within the MUNICIPALITY or (ii) Non-Member Waste, which is not delivered to the Site by the MUNICIPALITY, or its agents, contractors or instrumentalities.

Article VII
Calculation And Payment Of Tipping Fees

A. The MUNICIPALITY agrees to pay MMWAC a Tipping Fee as calculated herein for each Ton of Waste (excluding Non-Member Waste) deposited at the Site by the MUNICIPALITY, or its agents, contractors or instrumentalities. The Tipping Fee per Ton of Waste (excluding Non-Member Waste) for each Fiscal Year shall be calculated by:

(1) Determining the estimated Total Cost of the System for the Fiscal Year based on the Total Cost of the System of the previous Fiscal Year and such estimated changes thereto for the current Fiscal Year; and

(2) Subtracting from the aforesaid Total Cost of the System all revenues reasonably expected to be received by MMWAC from the operation of the System during the Fiscal Year from any source other than Tipping Fees, Service Fees or Non-Member Fees payable hereunder or other amounts received from Participating Municipalities or any agency, instrumentality or subdivision thereof and also subtracting any accumulated surplus of funds not placed in any reserve account; and

(3) Dividing the resulting amount by the number of Tons of Waste (excluding Non-Member Waste) expected to be deposited at the Site during the Fiscal Year, by Participating Municipalities, or any agency, instrumentality or subdivision thereof.

Until the beginning of the first Fiscal Year which is at least twelve months after the Commencement Date of Operations, any Tipping Fee per Ton of Waste (excluding Non-Member Waste) shall be calculated based upon estimated costs, revenues and Waste deposits, such estimates to be determined by MMWAC in its sole good faith judgment. Following the beginning of such First Fiscal Year, all estimates shall be based on historical information and reasonably projected costs and revenues for the forthcoming or current Fiscal Year.

B. As used herein, the "Total Cost of the System" shall specifically exclude any cost of Handling Non-Member Waste, which costs shall be determined and assessed to the MUNICIPALITY as Non-Member Fees as provided in Article IX

hereof. "Total Cost of the System" for any Fiscal Year shall mean all expenses associated with the System during that year and shall include, but not be limited to:

(1) The current expenses of operating, maintaining and managing the System, including transportation and other ancillary costs and the Costs of the Project that become due and payable or are expected to become due and payable, whether in the ordinary course or by acceleration of the time for payment or otherwise, in that Fiscal Year;

(2) Payments of principal, premium, interest penalties and other charges on all Bonds issued by MMWAC together with any amounts owing to any Credit Enhancement Provider in connection with said Bonds as such Bonds become due or upon an accelerated basis;

(3) The creation and maintenance of such reserves sufficient to provide funds available for debt service equal to 125 percent of expected debt service, or such greater amount as may be required by any trust agreement or resolution securing Bonds of MMWAC, or as may be deemed necessary by MMWAC for any reasonable contingency;

(4) The provision of funds for paying the cost of all necessary repairs, replacements and renewals of the System;

(5) Payment or provision for any and all amounts, including any resources or funds, which MMWAC may be obligated to pay or provide for by law or contract, including any resolution or contract with or for the benefit of the holders of its Bonds and for the benefit of all Credit Enhancement Providers in connection with said Bonds and also including any amounts due under Article XI hereof or under any other Waste Handling Agreement; and

(6) Any deficit or anticipated deficit in the revenues of MMWAC for the current year or any prior year including any deficit resulting from the failure of a Participating Municipality or any other person or entity to pay Tipping Fees or Service Fees when due and owed.

(7) Payments in lieu of taxes to Member Municipalities where all or a portion of the System is located, if any.

(8) Such payment or reimbursement of debt service as may be deemed necessary under Subsection (3) of this Section to fund the conveyance to MMWAC of all interests in the Site and all buildings and equipment on the Site held by the following Member Municipality including but not limited to assumption of the obligation to pay debt service and any other amounts due on any Bonds and/or

obligations relating thereto and/or the payment of any other consideration relating thereto: the City of Auburn.

C. On or before February 1st of each year following the Commencement Date of Operations, MMWAC shall adopt a final budget for operation and maintenance of the System for the ensuing Fiscal Year which shall include an estimate of the total Tipping Fee to be paid by the MUNICIPALITY during the ensuing Fiscal Year based on the actual Tonnage of Waste (excluding Non-Member Waste) deposited at the Site by the MUNICIPALITY during the previous twelve month period or the estimate of the Tonnage of Waste which would have been delivered at the Site by the MUNICIPALITY during the previous twelve month period, as extrapolated and projected from any shorter period during which the MUNICIPALITY has delivered Acceptable Waste to the Site, or, if the MUNICIPALITY has not delivered Acceptable Waste to the Site in accordance with its obligations hereunder then such estimate shall be based upon an estimate of such Tonnage of Waste (excluding Non-Member Waste) that should have been delivered as estimated in MMWAC's reasonable judgment and upon the Tipping Fee per Ton of Waste (excluding Non-Member Waste) for the Fiscal Year as calculated in Section A of this Article. The MUNICIPALITY shall pay the estimated total Tipping Fee to be paid by the Municipality during the Fiscal Year in equal monthly payments (the "Monthly Installment") each of which shall be due not later than the 15th day of each following month during the Fiscal Year.

D. At least 90 days prior to the Commencement Date of Operations, MMWAC shall submit to the MUNICIPALITY an itemized estimate of the expenditures, anticipated revenues and anticipated Waste deposits of the System during the period beginning on the Commencement Date of Operations and ending on the last day prior to the commencement of the first full Fiscal Year following the Commencement Date of Operations. On or before the Commencement Date of Operations, MMWAC shall adopt a final budget for the operation, maintenance and administration of the System for this period and submit such budget forthwith to the MUNICIPALITY. On or before the 15th day of each month following the Commencement Date of Operations, the MUNICIPALITY shall pay MMWAC an amount of money equal to the Monthly Installment of the estimated total Tipping Fee to be paid by the MUNICIPALITY through the beginning of the next Fiscal Year. At the end of each Fiscal Year, if the Municipality has paid more in Tipping Fees than the amount due based on the actual number of Tons of Waste (excluding Non-Member Waste) delivered for that year, the excess of the amount paid when due shall be credited to the Municipality's account for the forthcoming Fiscal Year; if the Municipality has paid less in Tipping Fees than the amount due based on the actual number of Tons of Waste (excluding Non-Member Waste) delivered for that year, the deficiency shall be paid within 90 days after the end of the Fiscal Year.

E. The Tipping Fee shall be adjusted (unless MMWAC arranges for other sources of funds or revenues) during any Fiscal Year to reflect unanticipated increases in costs, decreases in revenues or changes in Waste (excluding Non-Member Waste) deposited at the Site, or to provide for payment of any liabilities or expenses of MMWAC which cannot be paid when due or which MMWAC estimates that it could not otherwise pay when due, provided that the MUNICIPALITY shall receive 30 days prior notice of any adjustment of the Tipping Fee. Any such adjustments shall be made using the calculation method set forth in Section A of this Article, including such increases in costs, decreases in revenues, and changes in Waste (excluding Non-Member Waste) deposited at the Site. If any Participating Municipality defaults in the payment of any Tipping Fee, the MMWAC budget shall be revised by increasing the Total Cost of the System by the amount of such default, and the Tipping Fee of the MUNICIPALITY shall be increased accordingly until such time as such default is cured, by excluding from the denominator in the calculation of the Tipping Fee per Ton of Waste (excluding Non-Member Waste) the amount of Waste (excluding Non-Member Waste) delivered to the Site by such defaulting Participating Municipality. At such time if and when and to the extent that the defaulting Participating Municipality cures its default, the MUNICIPALITY shall be reimbursed for amounts paid by the MUNICIPALITY on account of the default of the defaulting Participating Municipality. If the MUNICIPALITY fails to pay any Tipping Fee when due, the MUNICIPALITY shall be obligated to pay such Tipping Fee together with a late charge equal to interest on such Tipping Fee at the rate which is five percent higher than the higher of the highest interest rate on any of the Bonds or on any amount owed by MMWAC to any Credit Enhancement Provider.

F. The MUNICIPALITY pledges its full faith and credit for the payment of fees, assessments and other payments required of it under this Agreement, including, but not limited to, payments required under this Article and under Articles VIII, IX and XI hereto, and agrees to levy upon and raise from taxable estates within the MUNICIPALITY by general or special tax the amounts required to make such payments, or to raise such amounts by means of a fee, user charge or other cost sharing or assessment mechanism or to borrow such amounts by issuance of general obligation bonds or notes.

Article VIII Service Fees During Construction

During the period from the Date of Initial Financing to the Commencement Date of Operations, the MUNICIPALITY agrees to pay as Service Fees on a monthly basis its Proportionate Share of the Total Cost of the System for each Fiscal Year of such period as estimated by MMWAC from time to time. The MUNICIPALITY's Proportionate Share of the Total Cost of the System for each Fiscal Year in such period shall be a fraction

(i) the numerator of which is the estimated Tonnage of Waste (excluding Non-Member Waste) of the MUNICIPALITY as specified in Appendix A of this Agreement; and (ii) the denominator of which is the aggregate estimated Tonnage of Waste of all Participating Municipalities during such period as specified in the appendices entitled Appendix A to the Waste Handling Agreements with all Participating Municipalities provided, however, that if any Participating Municipality defaults in payment of its Service Fees under any Waste Handling Agreement, the remaining Participating Municipalities shall pay any such deficit or anticipated deficit by reducing the denominator for purposes of this paragraph by the amount of the aggregate estimated Tonnage of Waste (excluding Non-Member Waste) of such defaulting Participating Municipality until such time, if any, that such default(s) is cured. At such time if and when to the extent that the Defaulting Municipality cures its default, the MUNICIPALITY shall be reimbursed in proportion to amounts paid by the MUNICIPALITY on account of the default of the Defaulting Municipality. If the MUNICIPALITY fails to pay any Service Fee when due, the MUNICIPALITY shall be obligated to pay such Service Payment together with a late charge equal to interest on such Service Payment at the rate which is five percent higher than the higher of the highest interest rate on any of the Bonds or on any amount owed by MMWAC to any Credit Enhancement Provider.

Article IX Non-Member Fees

A. The MUNICIPALITY agrees to pay MMWAC a Non-Member Fee as calculated herein for each Ton of Non-Member Waste deposited at the Site by the MUNICIPALITY, or its agents, contractors or instrumentalities. The Non-Member Fee per Ton of Non-Member Waste for each Fiscal Year shall be calculated by:

(1) Determining the estimated total cost of Handling all Non-Member Waste for the Fiscal Year based on the total cost of Handling all Non-Member Waste for the previous Fiscal Year and such estimated changes thereto for the current Fiscal Year; and

(2) Dividing such total cost amount by the number of Tons of Non-Member Waste expected to be deposited at the Site during the Fiscal Year, by the MUNICIPALITY, or any agency, contractor or instrumentality thereof.

Until the beginning of the first Fiscal Year which is at least twelve months after the Commencement Date of Operations, any Non-Member Fee per Ton of Non-Member Waste shall be calculated based upon estimated costs and Non-Member Waste deposits, such estimates to be determined by MMWAC in its sole good faith judgment. Following the beginning of such first Fiscal Year, all such estimates shall be based on historical information and reasonable projections for the forthcoming or current Fiscal Year.

B. As a part of its responsibilities under Section C of Article VII hereof, in adopting the final budget for operation and maintenance of the System for the ensuing Fiscal Year, MMWAC shall include an estimate of the total Non-Member Fees to be paid by the MUNICIPALITY during the ensuing Fiscal Year based on the estimate of the Tonnage of Non-Member Waste which will be delivered to the Site by the MUNICIPALITY during such ensuing Fiscal Year. The MUNICIPALITY shall pay the estimated total Non-Member Fees to be paid by the MUNICIPALITY during such Fiscal Year in equal monthly payments (the "Monthly Installment") each of which shall be due not later than the 15th day of each following month during the Fiscal Year.

C. At least 90 days prior to the Commencement Date of Operations, MMWAC shall submit to the MUNICIPALITY an itemized estimate of the expenditures, anticipated revenues and anticipated Waste deposits of the System during the period beginning on the Commencement Date of Operations and ending on the last day prior to the commencement of the first full Fiscal Year following the Commencement Date of Operations. On or before the Commencement Date of Operations, MMWAC shall adopt a final budget for the operation, maintenance and administration of the System for this period and submit such budget forthwith to the MUNICIPALITY. On or before the 15th day of each month following the Commencement Date of Operations, the MUNICIPALITY shall pay MMWAC an amount of money equal to the Monthly Installment of the estimated total Non-Member Fees to be paid by the MUNICIPALITY through the beginning of the next Fiscal Year. At the end of each Fiscal Year, if the MUNICIPALITY has paid more in Non-Member Fees than the amount due based on the actual number of Tons of Non-Member Waste delivered for that year, the excess of the amount paid when due shall be credited to the MUNICIPALITY's account for the forthcoming Fiscal Year; if the MUNICIPALITY has paid less in Non-Member Fees than the amount due based on the actual number of Tons of Non-Member Waste delivered for that year, the deficiency shall be paid within 90 days after the end of the Fiscal Year.

D. The Non-Member Fee may be adjusted at any time or times during any Fiscal Year to reflect unanticipated increases in cost of Handling Non-Member Waste or changes in Non-Member Waste deposited at the Site, provided that the MUNICIPALITY shall receive 30 days prior notice of any adjustment of the Non-Member Fee.

E. For the period from the Date of Initial Financing to the Commencement Date of Operations, the MUNICIPALITY agrees to pay for each Ton of Non-Member Waste deposited at the Site by the MUNICIPALITY, or its agents, contractors or instrumentalities, a Non-Member Fee calculated by:

- (1) Determining the estimated total cost of Handling all Non-Member Waste during such period; and

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(2) Dividing such total cost by the number of Tons of Non-Member Waste expected to be deposited at the Site during such period by the MUNICIPALITY, or any agency, contractor or instrumentality thereof.

Such interim period Non-Member Fee shall be calculated based upon estimated costs and estimated Non-Member Waste deposits determined by MMWAC in its sole good faith judgment. Such interim period Non-Member Fee may be adjusted at any time or times to reflect increases in the cost of Handling Non-Member Waste or changes in Non-Member Waste deposited at the site, provided that the MUNICIPALITY shall receive 30 days prior notice of any adjustment of the interim period Non-Member Fee. Such interim period Non-Member Fees shall be due and payable on the 15th day of the month following any month in which Non-Member Waste is delivered to the Site by the MUNICIPALITY, or its agents, contractors or instrumentalities.

F. It is the intent of the parties to this Agreement that no costs of Handling Non-Member Waste delivered to the Site by the MUNICIPALITY, or its agents, contractors or instrumentalities, shall be imposed upon any Participating Municipality other than the MUNICIPALITY. Such costs of Handling such Non-Member Waste shall not increase the Tipping Fees, Service Fees or any other amount payable by such other Participating Municipalities under their Waste Handling Agreements or the Interlocal Agreement.

Article X Damage Or Destruction

If the Facility or any substantial portion thereof is damaged or destroyed following the completion thereof to an extent that it cannot function as contemplated by the parties, by fire, the elements or other casualty, then MMWAC shall restore, repair and reconstruct the Facility to the best of its ability. If restoration, repair or reconstruction is impractical, then MMWAC may terminate this Agreement by written notice to the MUNICIPALITY within one-hundred twenty (120) days after the date of damage or destruction, provided that MMWAC shall determine in its sole discretion whether restoration, repair or reconstruction is impractical and provided further that this Agreement may be terminated pursuant to the terms of this Article only after all of the Bonds have been defeased and all amounts owing to any Credit Enhancement Provider have been paid in full and the liability of any Credit Enhancement Provider to provide security or liquidity for any Bonds has been extinguished. This Agreement will terminate thirty (30) days after the date of such notice and the parties shall have no further obligations hereunder, except for payment of all amounts then due and owing.

Article XI
Term Of Agreement

A. This Agreement shall remain in effect until the last day of the twenty-fourth year following the Date of Initial Financing, unless earlier terminated as herein provided, except that, notwithstanding any provision to the contrary, this Agreement shall remain in effect until the Bonds have been defeased and any amounts owing to any Credit Enhancement Provider have been paid and the liability of any Credit Enhancement Provider to provide security or liquidity for any Bonds has been extinguished.

B. MMWAC or the MUNICIPALITY may terminate this Agreement upon written notice thereof to the other party provided such notice is received prior to the Commitment for Financing. If the Agreement is not terminated prior to such date, neither MMWAC nor the MUNICIPALITY shall have any right to terminate this Agreement for any reason whatsoever, including without limitation any default or non-performance by either party hereunder or under the Interlocal Agreement or any default by MMWAC or by any other Participating Municipality under any other Waste Handling Agreement or under the Interlocal Agreement or the withdrawal of the MUNICIPALITY or any other Participating Municipality from the Interlocal Agreement, the breach, default or non-performance by MMWAC of any of its covenants or agreements under this Agreement, any force majeure or other event beyond the control of the parties or by any other matter whatsoever.

C. If MMWAC shall propose to continue to operate the System beyond the term hereof, MMWAC shall so advise the MUNICIPALITY, and if the MUNICIPALITY so agrees, the MUNICIPALITY shall then have the right to continue delivering Acceptable Waste to the Site on terms no less favorable than those then accorded other Participating Municipalities and to continue delivering Non-Member Waste to the Site on the terms therefor set forth herein. The MUNICIPALITY may elect to exercise such right by providing MMWAC with written notice of this election on or before the later of the date 60 days after the date on which MMWAC informs the MUNICIPALITY of its intent to continue to operate the System or 180 days before the end of the term of this Agreement. However, the MUNICIPALITY shall have no right to make such election unless it is a Participating Municipality as of the date the election is made. The MUNICIPALITY agrees that it shall execute all documents and take whatever other actions are necessary to effectuate such election and the failure of the MUNICIPALITY to do so by at least 10 days after the election is made shall void that election.

Article XII
Remedies for Nonperformance

A. If at any time subsequent to the Commencement Date of Operations, the MUNICIPALITY delivers Acceptable Waste or Non-Member Waste to the Site which is required to be accepted by MMWAC pursuant to this Agreement, and MMWAC fails to accept and Handle such Acceptable Waste or Non-Member Waste in violation of this Agreement, and such failure continues for a period of 7 days after notice of default, then the MUNICIPALITY shall be entitled to obtain specific performance, or relief by mandamus or injunction, if appropriate. If for any reason such equitable relief is not available, MMWAC shall be liable to pay to the MUNICIPALITY that portion of the reasonable cost which the MUNICIPALITY had to pay for disposing of the Acceptable Waste or Non-Member Waste which MMWAC did not accept which is in excess of the amount that the MUNICIPALITY would have paid as determined by applying the current Tipping Fee per Ton of Acceptable Waste or the Non-Member Fee per Ton of Non-Member Waste, as the case may be. MMWAC shall pay such costs within forty five (45) days of receipt of an itemized bill from the MUNICIPALITY.

B. The parties agree and acknowledge that because of the unique nature of the System, it is difficult or impossible to determine with precision the amount of damages that would or might be incurred as a result of a failure of the MUNICIPALITY to deliver or cause to be delivered all Acceptable Waste generated in the MUNICIPALITY to the Site, except as otherwise provided in Article V(A) of this Agreement, and the parties further agree that MMWAC would suffer irreparable injury if the MUNICIPALITY were to fail to deliver all of its Acceptable Waste to the Site. Accordingly, the parties agree and acknowledge that the damages to be awarded to MMWAC shall be liquidated damages in an amount equal to one hundred twenty-five percent (125%) of the Tipping Fee per Ton of Waste which is in effect for the period of breach times the estimated number of Tons of Acceptable Waste which were not delivered to the Site as a result of such breach, which liquidated damages shall be paid by the Municipality in lieu of the Tipping Fee under Article VII hereof. Such number of tons will be estimated on a monthly basis by:

(1) Calculating the number of Tons of Acceptable Waste generated in the MUNICIPALITY and delivered to the Site in the calendar month prior to the commencement date of the breach; and

(2) Adjusting the above number of Tons of Acceptable Waste for any monthly or seasonal variation in delivery which has occurred in the previous two calendar years; and

(3) Subtracting from the resulting figure the number of Tons of Acceptable Waste generated in the MUNICIPALITY

and actually delivered to the Site in each month during which the breach continues.

Where historical data does not exist sufficient to allow calculation of the estimated number of Tons of Acceptable Waste which were not delivered to the Site as the result of such breach, then that number of Tons of Acceptable Waste shall be estimated by MMWAC in any reasonable manner available, such determination to be made by MMWAC in its sole good faith judgment.

C. Either party may take whatever reasonable action may be necessary or desirable to collect the payments and other amounts due as provided in this Agreement, or to enforce performance and observance of any obligation, agreement or covenant under this Agreement, provided that neither party may terminate this Agreement for nonperformance or for any other reason whatsoever.

D. Each party agrees that if either party incurs attorneys fees or other expenses in the enforcement of its rights under this Agreement, then the prevailing party shall be reimbursed by the other party for all such fees and expenses incurred, including court costs and all other costs of collection or enforcement of this Agreement, if any.

E. In the event any agreement or covenant contained in this Agreement should be breached by one party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

F. All obligations of the MUNICIPALITY hereunder are absolute and unconditional and performance by the MUNICIPALITY of its obligations hereunder shall not be excused by reason of any force majeure or circumstance beyond the control of the MUNICIPALITY or of MMWAC or by any other reason whatsoever.

G. All amounts payable by the MUNICIPALITY hereunder shall be payable without offset, counterclaim, recoupment, defense (other than payment itself) setoff, abatement or deduction whatsoever, and without regard to any claims or rights by the MUNICIPALITY against MMWAC, including rights of the Municipality under Section A of this Article, and shall not be affected by any failure to construct or operate the Facility, or any interruption or cessation of the possession, use or operation of the System, Site, Facility, Landfill or Substitute Facility or for any reason whatsoever.

H. Solely with respect to the right of the MUNICIPALITY to deliver Non-Member Waste to the Site and the obligation of MMWAC to accept Non-Member Waste, as provided herein, in addition to the remedies for nonperformance set forth above, in the event that the MUNICIPALITY shall default in its obligation

to pay Non-Member Fees when due as provided in Article IX hereof, if any such default is not cured within 14 days, MMWAC shall have the right to refuse to accept Acceptable Waste of the MUNICIPALITY delivered to the Site after such 14-day cure period until the MUNICIPALITY pays the amount of such default payment to MMWAC.

Article XIII
Assignment/Delegation

A. Except as otherwise permitted in this Article, this Agreement shall not be assigned or delegated by any party without the prior written consent of the other party.

B. MMWAC may assign its interest and obligations hereunder to a person, firm or corporation acquiring all or substantially all of the business and assets of MMWAC by transfer of assets or otherwise.

C. Notwithstanding any other provisions of this Agreement, MMWAC may enter into contracts or agreements with an Operator or Operators concerning the maintenance and/or operation of the System or the Project or any portion thereof.

D. Anything to the contrary notwithstanding, the MUNICIPALITY consents to MMWAC entering into an indenture of trust and/or mortgage and security agreement of the Facility, Site, System, Project and/or assignment of this Agreement or the revenues therefrom with a third party trustee for the purposes of obtaining bond financing and into other loan agreements for the purposes of obtaining conventional or bond financing (which may include agreements with Credit Enhancement Providers provided in connection with such financing), with the acknowledgement that under such financing agreements MMWAC may be required to pledge and assign its rights in and to the Facility, Site, System or Project and its rights under this Agreement to the Trustee or other lender and/or to any Credit Enhancement Providers as security for its debt obligations in event of default.

The MUNICIPALITY consents to the assignment of this Agreement to such parties including the Trustee and any Credit Enhancement Providers (hereinafter collectively called the "Assignee") providing financing or Credit Enhancement for the Facility, Site, Project or System or any portions thereof. In the event of any such assignment, and if the documents executed and delivered in connection with any such assignment so require, the following provisions shall apply:

(a) There shall be no cancellation, surrender, termination, amendment or modification of this Agreement or the Interlocal Agreement by joint action of MMWAC and the MUNICIPALITY without the prior written consent of the Assignee;

(b) The MUNICIPALITY will mail to each Assignee by certified mail, return receipt requested, at such address as specified by the Assignee, copies of all notices which the MUNICIPALITY may from time to time serve MMWAC or any successors, simultaneously therewith;

(c) In the event that the Assignee gives written notice to the MUNICIPALITY that MMWAC is in default under any of the Bonds, or under any agreement with any Credit Enhancement Provider, then the MUNICIPALITY shall make all payments due hereunder and under the Interlocal Agreement directly to the Assignee, and shall deliver Acceptable Waste or Non-Member Waste to the Site as designated thereafter from time to time by the Assignee. Following any such notice of default and unless and until the MUNICIPALITY receives notice from the Assignee to the contrary, the Assignee shall have the right to determine the MMWAC budget and the amounts due under Article VII, ~~and~~ Article VIII and Article IX hereof, to designate the location(s) of the Site, to exercise all other rights of MMWAC hereunder, and to take such other actions as provided in any agreement between any Assignee and MMWAC.

(d) No waiver by MMWAC of any of the obligations of the MUNICIPALITY hereunder or under the Interlocal Agreement, and no consent or election made by MMWAC or the MUNICIPALITY hereunder or under the Interlocal Agreement and no purported termination of this agreement by MMWAC or the MUNICIPALITY shall be effective against the Assignee without the prior written consent of the Assignee.

(e) No Assignee shall have any obligation to perform the obligations of MMWAC hereunder or under the Interlocal Agreement unless it is in possession or control of the Site (and then only as long as the Assignee is in possession or control of the Site). The Assignee may, but shall not be obligated to cure any default of MMWAC under this Agreement.

Article XIV Non-Discrimination

MMWAC shall be an equal opportunity and affirmative action employer, and it shall not discriminate on the basis of age, race, religion, color, creed, sex, sexual preference, handicap, financial status, or national origin:

A. In the persons served, or in the manner of service;
or

B. In the hiring, assignment, promotion, salary determination, or other conditions of employment.

Article XV
Applicable Law

The laws of the State of Maine shall govern the validity, interpretation, construction and performance hereof.

Article XVI
Amendment Of Agreement

No amendments to this Agreement may be made except in writing signed by both parties. Should this Agreement be assigned under financing arrangements, if financing documents so require the written consent of such assignee shall also be required before any amendment becomes effective.

Article XVII
Severability

In the event any covenant, condition or provision of this Agreement is held to be invalid or unenforceable by a final judgment of a Court of competent jurisdiction, or by any other tribunal, board or other entity, the decision of which is binding upon the parties and which becomes final, the invalidity or unenforceability thereof shall in no way affect any of the other covenants, conditions or provisions hereof, provided that such remaining covenants, conditions and provisions can thereafter be applicable and effective without materially changing the obligations of either party.

Article XVIII
Notices

All notices herein required or permitted to be given or furnished under this Agreement by either party to the other shall be in writing, and shall be deemed sufficiently given and served upon the other party if hand delivered or sent by postage prepaid, addressed as follows:

If to MMWAC: 1 Goldwaite Road, Auburn, Maine

If to MUNICIPALITY: At its Municipal offices or the address specified on page 1 of this Agreement

Said notice shall be deemed given when mailed. Each party shall have the right, from time to time to designate a different person and/or address by notice given in conformity with this Article.

Article XIX
Binding Effect

The Agreement shall bind upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Article XX
Other Documents

Each party promises and agrees to execute and deliver any instruments and to perform any acts which may be necessary or reasonably required in order to give full effect hereto, including any consent to or acknowledgment of any assignment of this Agreement by MMWAC to any Assignee.

Article XXI
Headings

Captions and headings herein are for ease of reference and do not constitute a part of this Agreement.

Article XXII
Counterparts

This Agreement may be executed in more than one counterpart, each of which shall be deemed an original and all of which together shall constitute the same agreement.

Article XXIII
Integration

This instrument (including all appendices and attachments hereto) embodies the whole agreement of the parties, and there are no promises, terms, conditions or obligations other than those contained herein provided that if the MUNICIPALITY is a member of MMWAC, the provisions of the Interlocal Agreement shall be binding upon the parties except that in the event any such provisions shall be found to be inconsistent with this Agreement, this Agreement shall control. Except as otherwise provided in this Article, this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto. In the event that the requirements of any Article of this Agreement shall be found to be inconsistent with those of any Appendix, the Article shall control.

Article XXIV
Consents

To the extent that the consent of either party to this Agreement is required to any action of the other party pursuant to any provision of this Agreement, such consent will not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement by their duly authorized officers.

Witnesses:

A. Wayne Bell

MID-MAINE WASTE ACTION CORPORATION

By: Shirley G. Fielder
Its

CITY OF AUBURN

June E. Thompson

By: Paul R. Salanta
Its City Manager

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APPENDIX A

Estimated Tonnage of Waste of the Municipality

Auburn - 25,349 Tons

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APPENDIX B

Acceptable Waste of the Municipality Excluded Hereunder

None.

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* SECTION 3.15 SOLID WASTE FLOW CONTROL

This Ordinance Relates to the Disposal of Solid Waste: Prescribing Rules and Regulations therefore; and Providing Penalties for Violation hereof.

The City of Auburn is hereinafter referred to as the "Municipality".

ARTICLE I

Section 1.1 Short Title

This Ordinance shall be known as and may be cited as the "Ordinance Relating to the Disposal of Solid Waste Prescribing Rules and Regulations Therefor: Providing Penalties for Violation Thereof" and shall be referred to herein as the "Ordinance."

Section 1.2 Purpose

The purpose of the Ordinance is to protect the health, safety and general well-being of the citizens of the Municipality; enhance and maintain the quality of the environment, conserve natural resources and prevent water and air pollution by providing a comprehensive rational and effective means of regulating the disposal of solid waste in the municipality in accordance with the provisions of Title 38 M.R.S.A. ss1304-B ss1305 as amended.

Section 1.3 Definitions

For the purposes of this Ordinance, the following definitions shall be observed in the construction of this Ordinance.

Section 1.3.2.

"Ashes" shall mean that residue from the burning of wood, coal, coke or other combustible material.

Section 1.3.3.

"Board" shall mean the Town Council, City Council or Board of Selectmen, whichever is applicable.

Section 1.3.4.

"Dispose" shall mean to discharge, dispose, deposit, dump or place any Solid Waste.

Section 1.3.5.

"Disposal" shall mean the discharge, disposal, deposit, dumping or placing of any solid waste.

Section 1.3.6.

"Hazardous Waste" shall mean a waste substance or material in any physical state, designated as Hazardous Waste by the terms of a certain Waste Handling Agreement, dated as of July 1, 1986, between the Municipality and Mid Maine Waste Action Corporation (hereinafter the "Waste Handling Agreement").

* Amended by Voters 11/5/92

Article I (cont.)

Section 1.3.7.

"Infectious Waste" shall include those wastes so defined by the Solid Waste Management Regulations promulgated by the Department of Environmental Protection pursuant to Title 38 M.R.S.A. ss1304.

Section 1.3.8.

"Resource Recovery" shall mean the recovery of energy and materials or substances that still have useful physical or chemical properties after serving a specific purpose and can be reused or recycled for the same or other purposes.

* Section 1.3.9.

"Solid Waste" shall mean useless, unwanted, or discarded solid material with insufficient liquid content to be free-flowing, including by way of example, and not by limitation, rubbish, garbage, commercial, and industrial waste, scrap materials, junk, refuse, demolition and construction debris and landscape refuse, but shall not include the sludge from air or water pollution control facilities, or other industrial sludges with an ash content greater than 35% or solids content less than 40%, septic tank sludge or agricultural or Unacceptable Waste.

Section 1.3.10.

"Solid Waste Disposal Facility" or "Disposal Facility" shall mean any land or structure or combination of land area and structures, including dumps, landfills and transfer stations used for storing, transferring, collecting, separating, processing, recycling, recovering, treating, salvaging, reducing, incinerating or disposing of Solid Wastes.

Section 1.3.11.

"Unacceptable Waste" shall mean that portion of Solid Waste which is not defined as Acceptable Waste by the terms of the Waste Handling Agreement and includes, but is not limited to sewage and its derivatives, construction and demolition debris, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended, and Hazardous Waste.

Section 1.3.12.

"Recyclable Materials" shall mean materials that can be reused either in the same form or as part of a different product. Recyclable materials include the following:

- a. Glass: clear, green and brown glass containers;
- b. Paper: newsprint, corrugated cardboard, brown paper bags, and computer paper;
- c. Plastics: plastic bottles and plastic containers of high density polyethylene (HDPE) such as milk jugs, juice jugs, detergent bottles or oil bottles and low density polyethylene (LDPE) such as garbage bags and bread wrappers;
- d. Any other materials that the Board or its designee determines, from time to time to be recyclable as markets develop for the material.

ARTICLE II MUNICIPAL SOLID WASTE DISPOSAL FACILITY

Section 2.1 Designation

2.1.1. In accordance with the provisions of Title 38 M.R.S.A. ss1304-B, the Municipality hereby designates the Site, as defined in the Waste Handling Agreement as its public Solid Waste Disposal Facility for the purposes cited in 1.3.10. of this Ordinance or any transfer station or other location approved in writing by MMWAC. Upon the "Commencement of Operations" as defined in the Waste Handling Agreement, the Disposal of any Solid Waste generated within the Municipality by any person or any place other than at this designated Disposal Facility or approved transfer station is prohibited, provided however, the owner of any lot, or any other person with the permission of the lot owner, may Dispose or dump inert substances such as earth, rocks, concrete or similar material for fill purposes only, subject to state and local land use regulations.

ARTICLE III ADMINISTRATION

Section 3.1

Section 3.1.1. The operation of the Disposal Facility shall conform to all pertinent regulations or directives of all local, county, state or federal agencies which may have jurisdiction.

ARTICLE IV RESTRICTIONS AND FEES FOR DISPOSAL

Section 4.1 Restrictions

Section 4.1.1. No person, firm or corporation shall permanently dispose of Solid Waste or refuse of any kind upon any land within the corporate limits of the Municipality, unless such land has been designated by the Board as a Solid Waste Disposal Facility.

Section 4.1.2. The Board shall adopt a recycling program for the recyclable materials identified in Section 1.3.12 and to the extent covered by such program, such recyclable materials shall be excluded from the operation of Sections 2.1 and 4.1.1.

- a. The recycling program shall include those materials currently collected by the City of Auburn for disposal and may include additional materials.
- b. The recycling program shall be designed to achieve the following goals:
 - (1). A 25% reduction in the waste collected in 1992. The reduction shall be measured in weight of materials collected using calendar year 1989 as a base.
 - (2). A 50% reduction in the waste collected in 1994. The reduction shall be measured in weight of materials collected using calendar year 1989 as a base.
 - (3). For the purpose of measuring reduction in waste, white goods, demolition and construction debris, brush, junk automobiles, and any unacceptable waste shall not be included.
- c. The recycling program shall be in operation by June 1, 1991.

**AMENDMENTS TO THE MMWAC/CITY OF AUBURN
WASTE HANDLING AGREEMENT**

Delete Article XI in its entirety and replace it with the following:

Article XI
Term of Agreement

This Agreement shall remain in effect until the later of (i) May 1, 2035, or (ii) the expiration of the term of the Interlocal Agreement; provided, however, that this Agreement may be further extended by mutual agreement of the Parties evidenced by a duly executed instrument in writing attached hereto.

The Municipality may terminate this Agreement at the end of a fiscal year, provided that it has given MMWAC at least one (1) year's written notice of such intent to terminate the Agreement.

City of Auburn (City Council municipality) – Suggested Council Order

Ordered, that those certain proposed amendments to the Waste Handling Agreement between the City and Mid-Maine Waste Action Corporation, dated July 1, 1986, as amended December 1, 1987 (the "Waste Handling Agreement"), to provide that the Waste Handling Agreement shall remain in effect until the later of May 1, 2035 or termination of the MMWAC Interlocal Solid Waste Agreement, except that upon one (1) year's prior written notice, the City may terminate the Waste Handling Agreement at the end of a fiscal year, be, and hereby are, approved; and

Be it further Ordered, that the City Manager be, and hereby is, authorized and directed to execute the same on behalf of the City.

(Copies of the specific amendments are on file in the City Clerk's Office and available here in the back of the council chambers.)



City Council Workshop Information Sheet

City of Auburn

Council Workshop Date: 16 April 13

Item E

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: Joint Agency Committee Budget Recommendations

Information: The Joint Agency Subcommittee comprising members of both Auburn and Lewiston City Council with senior management in support reviewed the FY14 budget requests for the following organizations:

LAEGC

Auburn-Lewiston Airport

Lewiston-Auburn Transit Committee

L/A Arts

Lewiston-Auburn 911 Communication Center

Great Falls TV

LAEGC- is requesting flat funding from both Cities in the amount of \$160,687. Their employees are budgeted to receive a potential 5% pay raise comprised of a 3% COLA and a 2% Merit.

Auburn-Lewiston Airport- is requesting an increase of funding from both Cities in the amount of \$132,500. The increase from FY13 is \$27,500 or 26% increase. Their employees are budgeted to receive a potential 3% payraise.

Lewiston-Auburn Transit Committee (LATC)- is requesting a decrease in funding from both Cities in the amount of \$235,373. Last years amount was \$235,548. A savings of \$175. We do not have a breakdown of the AVCOG salaries that are under contract for this agency or any supporting data that details pay raises.

L/A Arts- is requesting \$20,160 from the City of Auburn and \$23960 from the City of Lewiston. They are not requesting additional funds from last year's request nor are they budgeting for pay raises.

Lewiston-Auburn 911 Communication Center- is requesting an increase in funding from both Cities in the amount of \$1,042,899. The increase from FY13 is \$7,518. An increase of .7% . Their employees are budgeted for a 2.3% salary increase.

Great Falls TV- is requesting funding from the City of Auburn in the amount of \$55,562, an increase of \$500 from FY13. The City of Lewiston is being requested the same amount from FY13 @ \$75,024. Their employees are budgeted for a no salary increase.

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

City Council Workshop Information Sheet

City of Auburn

Auburn Public Library is presenting to you their FY14 budget for consideration. The Library is requesting \$961,069 which is a decrease of \$7,223 from the FY 13 budget. Their employees are budgeted for no increase with 1% budgeted to be included in the study the City will do.

Financial:

FY14 Budget.

Amounts requested from Auburn Lewiston Airport, Lewiston-Auburn 911 Communication Center and Great Falls	\$500
Lewiston Auburn 911	\$7,518
Auburn Lewiston Airport	\$27,500

TOTAL: \$35,518 will go against the 1.7% total amount City Council has authorized for expense increase in FY14.

The Library is requesting \$961,069 which is a decrease of \$7,223 from the FY 13 budget. Their employees are budgeted for no increase with 1% budgeted to be included in the study the City will do.

Action Requested at this Meeting: Review and make comments as required.

Previous Meetings and History:

Attachments:

Library Budget,

Jill Eastman's summary of the Joint Agency Subcommittee recommendations, budgets for :

LAEGC

Auburn-Lewiston Airport

Lewiston-Auburn Transit Committee

L/A Arts

Lewiston-Auburn 911 Communication Center

Great Falls TV

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

City of Auburn, Maine

"Maine's City of Opportunity"

Finance Department



TO: The Honorable Mayors and City Councils of Auburn and Lewiston

FR: Joint Agency Subcommittee

DT: April 2, 2013

RE: Joint Agency Subcommittee Report

Background Information

The City Councils of Auburn and Lewiston voted to create a four-member subcommittee to review the 2014 Joint Agencies' budgets. Two City Councilors from each municipality were appointed by each City's Mayor to serve on the subcommittee. Additionally, the subcommittee was staffed by each City's City Administrator and Finance Director. The joint agencies' requested budget documents were assembled by the City of Lewiston Director of Budget and Purchasing.

Subcommittee Members

Tizz Crowley – Auburn Ward 1 Councilor
Mary LaFontaine – Auburn Ward 3 Councilor
John Butler – Lewiston Ward 1 Councilor
Mark Cayer – Lewiston Ward 6 Councilor

Meeting Schedule & Agendas

- Wednesday, March 13, 2013 at Lewiston City Hall at 5:30 p.m. – reviewed presentations made by Lewiston–Auburn Transit Committee, Auburn-Lewiston Municipal Airport, and Lewiston-Auburn Economic Growth Council.
- Thursday, March 14, 2013 at Lewiston City Hall at 5:30 p.m. – reviewed presentations made by L/A Arts, Lewiston Auburn 9-1-1 Emergency Communications System, and Great Falls Cable TV.
- Thursday, March 21, 2013 at Lewiston City Hall at 5:30 p.m. – general question and answer period and formulation of Subcommittee's recommendation to their respective City Councils.

Joint Agency Subcommittee Summary Recommendation

Agency	Subcommittee Recommendation	Amount Requested	FY2013 Appropriation
A-L Municipal Airport	132,500	200,000	105,000
L/A Arts – Auburn	20,160	20,160	0
L/A Arts – Lewiston	23,960	23,960	23,960
Great Falls TV – Auburn	55,562	55,562	55,000
Great Falls TV – Lewiston	75,024	75,024	75,024
L/A Transit Committee	235,373	235,373	235,548
L/A Transit Comm. – Bus Reserve	40,000	40,000	40,000
L/A 911 Communication System	1,042,899	1,042,899	1,035,381
L/A Economic Growth Council	160,687	160,687	160,687
Total Funding – Auburn	1,687,181	1,754,681	1,631,616
Total Funding – Lewiston	1,710,443	1,777,943	1,675,600

General Discussion by Agency

Auburn-Lewiston Municipal Airport

Overall, the Subcommittee was pleased with the budget submitted by the A-L Municipal Airport. There was a lot of discussion about the FBO (Fixed Base Operator) operations that the airport has taken over since the previous FBO left. The airport manager explained that this is an industry standard way of operation. Councilor Cayer suggested the airport manager work toward self sufficiency and reducing the need for the two cities to subsidize the operation. Councilor LaFontaine was concerned about the large increase. Councilor Cayer and Councilor LaFontaine were both concerned about the large increase in number of employees so fast. They both asked the Airport Director to review this carefully.

Councilor Butler recommended funding at \$132,500 per City without capital. The subcommittee reached a 4-0 consensus to fund the Airport at \$132,500 as recommended by Councilor Butler. The capital items include a rotary broom, mowing deck and aircraft tug. The Airport Board may look at funding these capital items with surplus left over from completed projects.

L/A Arts

The Subcommittee requested additional information on Arts & Culture Lewiston Auburn, which was provided by the Director. Committee members expressed support for this effort which is designed to improve coordination and cooperation between various arts and culture organizations in the area. Councilor Crowley recommended that Auburn fund L/A Arts as requested, with Auburn's contribution be split as follows: 10% for a specific event, 80% of the remaining 90% for Auburn activities and the remaining funds to be used to recognize and support Arts & Culture Lewiston Auburn. This recommendation was not supported by other subcommittee members with the Lewiston members

indicating their discomfort with taking action on a proposal that was specific to Auburn. A 4-0 consensus was reached to fund L/A Arts as requested.

Great Falls TV

Historically, Great Falls has generally been provided 40% of the cable franchise fees received by each City. This appears to have been the result of a verbal agreement at the time Great Falls was established, or shortly thereafter. The Cities of Auburn and Lewiston currently receive a franchise fee from Time Warner Cable based on 2.5% of the cable revenues generated in each City. Time Warner adds these franchise fees to their customers' bills as a pass through to the Cities. There does not appear, however to have been any formal action taken by the respective Councils to establish this financing mechanism, nor is there any formal agreement of any kind between the cities and Great Falls. In addition, there is some question as to the exact nature of Great Falls as an organization since there is no interlocal agreement and Great Falls is not a separately incorporated entity.

Administrations from both sides of the river were instructed to draft an interlocal agreement for Great Falls TV and to continue to negotiate a new franchise agreement with Time Warner. They were also asked to get clarification on the status of the two employees that work at Great Falls TV.

The Committee also recommended funding Great Falls under the historic formula.

Lewiston-Auburn Transit Committee

The Subcommittee was pleased with the budget options and increased ridership information presented by the Transit Committee.

Councilor LaFontaine asked the Transit Committee to look into working with the University and College systems to ask that they participate in a bigger way, noting the agreement between the University of Maine and the transit system in Bangor where the University pays a flat fee that allows faculty, students and staff to use the system by showing their ID cards. She asked for a follow-up from the Transit Committee and they agreed to provide an interim report in 3 months.

A 4-0 consensus was reached to fund the L-A Transit Committee at \$235,373 for the operating budget and have each City fund \$40,000 for future bus replacement.

Lewiston-Auburn 9-1-1 Emergency Communication System

The Director presented the budget and there was discussion about employee retention and how the agency has worked to improve the longevity of employees. The Director also gave an update on the shift from copper telephone lines to the newer technology, which was funded by a loan from the Cities of Auburn and Lewiston. This update will save approximately \$3,000 per month.

Councilor Mark Cayer commended the Director on her methodical approach to staff retention.

A 4-0 consensus was reached to fund the Lewiston-Auburn 9-1-1 Emergency Communication System at \$1,042,899.

Lewiston-Auburn Economic Growth Council

The Director presented the budget as status quo, but would be willing to submit a revised budget if necessary.

The majority of the discussion revolved around marketing. Council Cayer would like to see the marketing redirected; Councilor LaFontaine would like to see more marketing; Councilor Butler would like LAEGC to market themselves better by letting the public know what they do; and Councilor Crowley would like to see LAEGC define the businesses and firms that they have assisted.

A 4-0 consensus was reached to fund the Lewiston-Auburn Economic Growth Council at its requested level of \$160,687 for each community.

Future Consideration for the FY2015 Budget – By a consensus of the Subcommittee, it was recommended that LAEGC stay on their current path and over the next 6 to 9 months the cities of Lewiston and Auburn should work together with LAEGC to determine what direction economic development will take in the future.

Summary of Jointly Funded Agency Requests

3/7/2013		FY 2014 Budget Request	FY 2013 Funding	FY 2013 Requested	Previous Funding Authorizations		
					2012	2011	2010
1	Auburn-Lewiston Airport						
	Lewiston Share \$	200,000	\$ 105,000	\$ 105,000	\$ 106,750	\$ 139,250	\$ 153,250
	Auburn Share \$	200,000	\$ 105,000	\$ 105,000	\$ 106,750	\$ 139,250	\$ 153,250
2	L/A Arts						
	Lewiston Share \$	23,960	\$ 23,960	\$ 23,960	\$ 23,960	\$ 23,960	\$ 23,960
	Auburn Share \$	20,160	\$ -	\$ 20,160	\$ 20,160	\$ 20,161	\$ 20,161
3	Great Falls TV						
	Lewiston Share \$	75,024	\$ 75,024	\$ 75,024	\$ 75,920	\$ -	\$ 76,020
	Auburn Share \$	55,962	\$ 55,962	\$ 55,000	\$ 55,962	\$ -	\$ 50,351
4	L/A Transit Committee						
	Lewiston Share \$	235,373	\$ 235,496	\$ 224,041	\$ 207,779	\$ 176,362	\$ 130,000
	Auburn Share \$	235,373	\$ 235,496	\$ 224,041	\$ 207,779	\$ 176,362	\$ 130,000
7	Lew-Aub 911 Communication Center						
	Lewiston Share \$	1,042,899	\$ 1,035,381	\$ 1,034,931	\$ 968,347	\$ 927,500	\$ 937,500
	Auburn Share \$	1,042,899	\$ 1,035,381	\$ 1,034,931	\$ 968,347	\$ 927,500	\$ 937,500
6	Lew-Aub Economic Growth Council						
	Lewiston Share \$	160,687	\$ 160,687	\$ 160,687	\$ 160,687	\$ 167,487	\$ 186,429
	Auburn Share \$	160,687	\$ 160,687	\$ 160,687	\$ 160,687	\$ 167,487	\$ 176,429
Total Funding Requests							
	Lewiston Share \$	1,737,943	\$ 1,635,548	\$ 1,623,643	\$ 1,543,443	\$ 1,434,559	\$ 1,507,159
	Auburn Share \$	1,715,081	\$ 1,592,526	\$ 1,599,819	\$ 1,519,685	\$ 1,430,760	\$ 1,467,691
Totals Lewiston & Auburn Combined		\$ 3,453,024	\$ 3,228,074	\$ 3,223,462	\$ 3,063,128	\$ 2,865,319	\$ 2,974,850

Note: *1 Great Falls TV made use of Available Fund Balance in 2011

Lewiston-Auburn Transit Committee
FY 2014 Proposed Budget
- Fixed Route, ADA, Bus Station/LATC Operating

LATC
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	FY 2012 Actual	FY 2013 Approved	FY 2013 Projected Year End (9/30/2013)	FY 2014 Proposed
Fixed Route				
Expenses:				
Contract	\$1,073,662	\$1,142,900	\$1,142,900	\$1,162,600
Fuel	\$191,126	\$217,500	\$217,500	\$221,250
Total Expense	\$1,264,788	\$1,360,400	\$1,360,400	\$1,383,850
Revenue:				
Federal	\$669,215	\$688,120	\$677,696	\$700,615
State	\$48,439	\$49,419	\$49,419	\$49,419
Local	\$364,799	\$439,861	\$429,437	\$445,816
Fare Box	\$182,335	\$183,000	\$203,848	\$188,000
Total Revenue	\$1,264,788	\$1,360,400	\$1,360,400	\$1,383,850
ADA Complementary Paratransit:				
Expenses:				
Contract	\$142,800	\$146,400	\$146,400	\$153,400
Revenue:				
Federal	\$90,706	\$95,520	\$93,062	\$99,520
State	\$0	\$0	\$0	\$0
Local	\$22,676	\$23,880	\$23,266	\$24,880
Fare Box	\$29,418	\$27,000	\$30,072	\$29,000
	\$142,800	\$146,400	\$146,400	\$153,400
Local Subsidy:				
Bus Station/LATC Operating	-\$4,461	\$3,500	\$3,652	\$50
Fixed Route	\$364,799	\$439,861	\$429,437	\$445,816
ADA Comp. Paratransit	<u>\$22,676</u>	<u>\$23,880</u>	<u>\$23,266</u>	<u>\$24,880</u>
	\$383,014	\$467,241	\$456,354	\$470,746
Less Reserves	-\$32,544	-\$3,855	-\$14,742	\$7,500
Auburn	\$207,779	\$235,548	\$235,548	\$235,373
Lewiston	\$207,779	\$235,548	\$235,548	\$235,373
Surplus/Deficit	\$32,544			
Capital match	\$10,000			
Capital match - Auburn		\$40,000		\$40,000
Capital match - Lewiston		\$40,000		\$40,000
Match for study				\$7,500
Net surplus/deficit	\$22,544			
Available Reserves	\$78,262	\$82,117	\$93,004	
One month expenses	\$117,299	\$125,567	\$125,567	\$128,104

FY 2012 actual fuel was \$3.40/gallon, 56,269 gallons

FY 2013 fuel projected is based on \$3.75/gallon, 58,000 gallons with expanded Saturday

FY 2014 fuel projection is based on \$3.75/gallon, 59,000 gallons

Total Federal Required	\$830,010	\$858,340	\$874,385
Federal Allocation	\$1,024,460	\$1,020,378	\$945,912

LATC

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Lewiston-Auburn Transit Committee
FY 2014 Final Budget
- Bus Station/LATC Operating -

	FY 2012 Actual	FY 2013 Approved	FY 2013 Projected Year End (9/30/2013)	FY 2014 Proposed
BUS STATION				
Revenues: Rent	\$ -	\$ -	\$ -	\$ -
EXPENSES:				
JANITORIAL	\$ 6,156	\$ 7,500	\$ 7,500	\$ 7,500
MAINTENANCE/REPAIRS	\$ 3,006	\$ 6,000	\$ 6,000	\$ 6,000
SUPPLIES - INCL. JANIT.	\$ 2,569	\$ 2,000	\$ 2,000	\$ 2,000
SNOW REMOVAL	\$ 5,030	\$ 7,500	\$ 7,500	\$ 7,500
RESTROOM RENTAL	\$ 1,260	\$ 1,350	\$ 1,350	\$ 1,350
UTILITIES:				
GAS	\$ 2,438	\$ 5,000	\$ 4,500	\$ 4,000
ELECTRIC	\$ 3,727	\$ 4,000	\$ 4,000	\$ 4,000
H2O/SEWER	\$ 637	\$ 600	\$ 600	\$ 600
INSURANCE	\$ 565	\$ 600	\$ 629	\$ 600
TOTAL	\$ 25,388	\$ 34,550	\$ 34,079	\$ 33,550
ITF DEFICIT:	\$ (25,388)	\$ (34,550)	\$ (34,079)	\$ (33,550)
LATC Operating				
EXPENSES:				
AVCOG - PLANNING/FIN.	\$ 13,435	\$ 13,000	\$ 13,000	\$ 13,000
MEETINGS	\$ 1,566	\$ 2,000	\$ 2,000	\$ 2,000
ADVERTISING/MARKETING	\$ 2,977	\$ 3,000	\$ 3,000	\$ 3,000
AUDIT	\$ 6,950	\$ 6,250	\$ 6,250	\$ 6,350
LEGAL SERVICES	\$ -	\$ 600	\$ 600	\$ 600
MISC. EXPENSES	\$ (138)	\$ -	\$ -	\$ -
TOTAL	\$ 24,790	\$ 24,850	\$ 24,850	\$ 24,950
LATC Operating DEFICIT	\$ (24,790)	\$ (24,850)	\$ (24,850)	\$ (24,950)
TOTAL EXPENDITURES -				
BUS STATION/LATC Operating	\$ (50,178)	\$ (59,400)	\$ (58,929)	\$ (58,500)

DEFICIT FUNDING				
FEDERAL	\$ 25,089	\$ 29,700	\$ 29,465	\$ 29,250
STATE				
LOCAL - Rent	\$ 12,144	\$ 12,000	\$ 12,000	\$ 12,000
- Vending	\$ 1,598	\$ 1,700	\$ 1,313	\$ 1,700
- ATA Advertising	\$ 15,121	\$ 12,000	\$ 12,000	\$ 15,000
- Interest	\$ 687	\$ 500	\$ 500	\$ 500
LOCAL	\$ (4,461)	\$ 3,500	\$ 3,652	\$ 50
TOTAL REVENUE	\$ 50,178	\$ 59,400	\$ 58,929	\$ 58,500

LOCAL Requested	\$ (4,461)	\$ 3,500	\$ 3,652	\$ 50
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*Airport
Pg 1 of 5*

Auburn-Lewiston Municipal Airport FY-14 Annual Budget Proposal

Summary

		Actual FY12	Revised FY 13	Actual FY 13 Forecast	Proposed FY 14
Revenues					
	Operations	547,044.00	580,000.00	516,718.00	482,214.80
	Services	0.00	506,266.96	545,744.00	1,109,412.58
	Other Income	21,690.00	20,000.00	19,514.08	22,000.00
	Total	568,734.00	1,106,266.96	1,081,976.08	1,613,627.38
Expenses					
	Personnel	(352,469.00)	(372,500.00)	(312,568.00)	(298,739.40)
	Operations	(63,960.00)	(62,000.00)	(71,244.00)	(74,500.00)
	Maintenance	(52,835.00)	(58,000.00)	(28,657.05)	(51,500.00)
	Administration	(319,622.00)	(317,500.00)	(302,850.00)	(311,250.00)
	Services (FBO Operations)	0.00	(522,150.78)	(560,837.00)	(1,193,745.49)
	Total	(788,886.00)	(1,332,150.78)	(1,276,156.05)	(1,929,734.89)
Airport Earnings		(220,152.00)	(225,863.82)	(194,179.97)	(316,107.51)
Capital Improvement Plan		500,000.00	30,000.00	20,000.00	80,000.00
Sponsor Contribution		713,500.00	240,000.00	230,000.00	400,000.00
	<i>Amount per City</i>	356,750.00	120,000.00		200,000.00
Net		493,348.00	14,116.18	35,820.03	83,892.49

Auburn-Lewiston Municipal Airport FY-14 Annual Budget Proposal

Summary of Revenues

*Airport
Pg 2 of 5*

	Actual FY12	Revised FY 13	Actual FY 13 Forecast	Proposed FY 14
Operations				
Based Aircraft Tiedown Fees Collected	14,976.00	17,000.00	17,643.00	18,000.00
Landing Fees Collected	8,095.00	18,000.00	25,000.00	15,000.00
Fuel Flowage Fees Collected	11,673.00	18,000.00	17,000.00	14,000.00
Rental Fees Collected	400,893.00	435,000.00	390,000.00	348,214.80
Christian Hill Materials	109,282.00	90,000.00	65,000.00	85,000.00
Service Fees Collected	2,125.00	2,000.00	2,075.00	2,000.00
SUBTOTAL OPERATIONS	547,044.00	580,000.00	516,718.00	482,214.80
Services				
Fuel and Oil Sales		465,266.96	508,644.00	1,041,912.58
Transient Tie-Down/Hangaring		1,500.00	3,800.00	2,500.00
Professional/Catering		2,000.00	500.00	5,000.00
After Hour Call-out		2,500.00	800.00	10,000.00
Aircraft Maintenance		35,000.00	32,000.00	50,000.00
SUBTOTAL SERVICES	0.00	503,266.96	545,744.00	1,109,412.58
Other Income				
Excise Tax Revenues	18,182.00	15,000.00	18,950.00	20,000.00
Surplus (fund balance)	0.00	0.00	0.00	0.00
Interest (land fund and general account)	3,508.00	5,000.00	564.08	2,000.00
TOTAL OTHER INCOME	21,690.00	20,000.00	19,514.08	22,000.00
Sponsor Contribution	213,500.00	210,000.00	210,000.00	320,000.00
TOTAL INCOME	782,234.00	1,316,266.96	1,291,976.08	1,933,627.38

Auburn-Lewiston Municipal Airport
FY-14 Annual Budget Proposal
Summary of Expenses

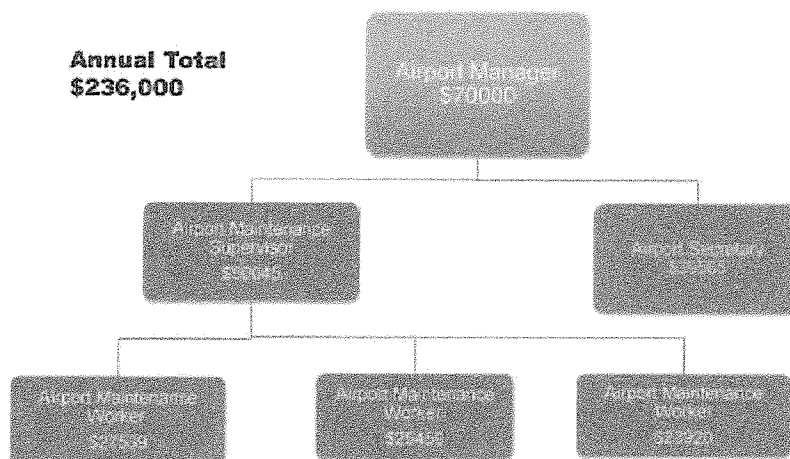
*Airport
Pg 3 of 5*

	Actual FY12	Revised FY 13	Actual FY 13 Fo as of 15 Feb 13	Proposed FY 14
Personnel				
Salaries	236,682.00	236,000.00	211,562.00	205,550.00
Fringe Benefits	107,472.00	113,000.00	92,077.00	82,220.00
Overtime	4,071.00	9,000.00	4,696.00	2,500.00
Salary Adjustment/ Contingency		7,500.00		Deleted
Professional Development	2,981.00	5,500.00	3,402.00	8,469.40
Memberships	1,283.00	1,500.00	831.00	Deleted
TOTAL PERSONNEL	352,468.00	372,500.00	312,568.00	298,739.40
Operations				
Professional Fees/Contract Services	26,888.00	25,000.00	35,000.00	30,000.00
Lights and Power	17,526.00	23,000.00	16,244.00	23,000.00
Heating Fuel Oil / Propane	10,167.00	10,000.00	12,000.00	10,000.00
Snow and Ice Control Supplies			0.00	10,000.00
Sewer /Water	2,904.00	1,500.00	2,000.00	1,500.00
Materials and Supplies	4,377.00	2,500.00	6,000.00	
SUBTOTAL OPERATIONS	63,960.00	62,000.00	71,244.00	74,500.00
Maintenance				
Building Maintenance	15,725.00	10,000.00	14,000.00	10,000.00
Electrical Maintenance	8,764.00	5,000.00	2,600.00	5,000.00
Radio Maintenance	0.00	3,000.00	900.00	1,500.00
Vehicle Maintenance	11,878.00	15,000.00	6,657.05	10,000.00
Airfield Maintenance	10,996.00	10,000.00	4,500.00	10,000.00
Runway / Taxiway Striping	5,672.00	5,000.00	0.00	Deleted
Pavement Maintenance (Runway Crack Sealing)	0.00	10,000.00	0.00	15,000.00
SUBTOTAL MAINTENANCE	52,935.00	56,000.00	28,657.05	51,500.00
Administration				
Computer/Office Machine Maintenance Support	6,269.00	2,000.00	2,500.00	2,500.00
Advertising and Promotion	1,225.00	1,000.00	1,500.00	1,000.00
Gas and Oil for Vehicles	18,851.00	26,000.00	15,000.00	26,000.00
Hangar Lease	252,914.00	250,000.00	249,750.00	249,750.00
Insurance	22,086.00	26,500.00	28,000.00	25,000.00
Legal Fees	12,256.00	7,500.00	1,000.00	2,500.00
Office Supplies	3,277.00	2,500.00	3,000.00	2,500.00
Telephone	2,762.00	2,000.00	2,100.00	2,000.00
SUBTOTAL ADMINISTRATION	319,622.00	317,500.00	302,850.00	311,250.00
TOTAL OPERATIONAL EXPENSES	788,886.00	810,000.00	715,319.05	735,989.40
Services (FBO Operations)				
Salaries		73,340.00	81,000.00	208,000.00
Fringe Benefits		35,115.00	32,400.00	83,200.00
Overtime		2,000.00	3,500.00	5,000.00
Advertising		2,500.00	1,500.00	8,000.00
Fuels and Oils Merchandise		381,195.78	404,572.00	843,545.49
Utilities			2,000.00	22,000.00
Plant Equipment		15,000.00	11,385.00	1,000.00
Ground Support Equipment (GSE)		26,000.00	14,500.00	19,000.00
Information systems Equipment		5,000.00	3,000.00	Deleted
Materials and Supplies (Aircraft Maintenance)		3,000.00	7,000.00	3,000.00
SUBTOTAL SERVICE (FBO OPERATIONS)		522,150.78	560,837.00	1,199,745.49
TOTAL EXPENSES	788,886.00	1,332,150.78	1,276,156.05	1,929,734.89

Airport
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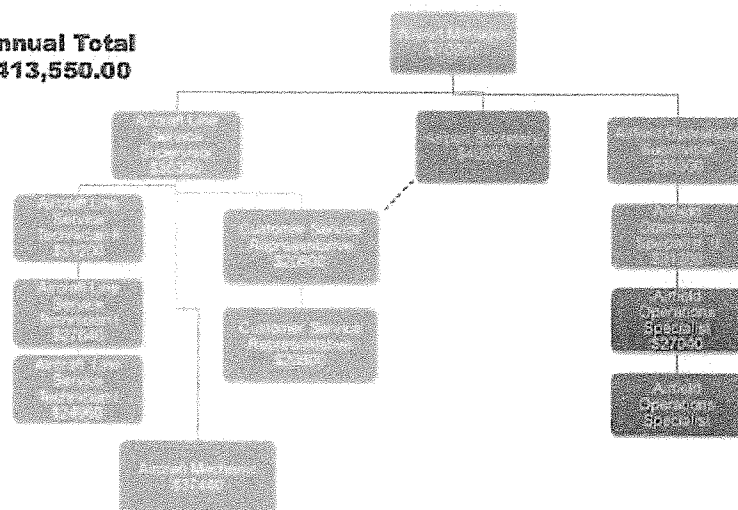
Auburn Lewiston Municipal Airport Salaries Before Fuel Concession

**Annual Total
\$236,000**



Auburn Lewiston Municipal Airport Salaries After Fuel Concession

**Annual Total
\$413,550.00**



Auburn-Lewiston Municipal Airport FY-14 Annual Budget Proposal

Airport Staffing And Salary Proposals

*Airport
Pg 5 of 5*

	Proposed			Proposed FY 14
	Rate	Hours		Total
Airport Director				71,000.00
		37.50	70,500.00	
Operations Supervisor				35,360.00
	17.00	40.00	680.00	
Operations Specialist				58,240.00
Ops Spec II	15.00	40.00	600.00	
Ops Spec I	13.00	40.00	520.00	
Ops Spec I	-	-	-	
FBO Supervisor				35,360.00
	17.00	40.00	680.00	
Aircraft Mechanic				37,440.00
	18.00	40.00	720.00	
Line Service Agent				83,200.00
Line II	15.00	40.00	600.00	
Line I	13.00	40.00	520.00	
Line I	12.00	40.00	480.00	
Customer Service				41,600.00
Customer Service Rep	10.00	40.00	400.00	
Customer Service Rep	10.00	40.00	400.00	
P/T & On call staff				10,400.00
	10.00	20.00	200.00	
	10.00	20.00	200.00	
Administration				40,950.00
	21.00	37.50	787.50	
Totals				413,550.00

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Lewiston-Auburn Economic Growth Council
FY 2014 Statement of Activities

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Classification	FY 2012	FY 2013 Budget	FY 2013 Projected	FY 2014 Budget
REVENUE				
Municipal Funding				
City of Auburn*	160,687	160,687	160,687	160,687
City of Lewiston (CDBG)	37,500	37,500	0	0
Lewiston(CDBG-ESLP Marketing Program Fee)	1,000	1,000	0	0
City of Lewiston	122,187	122,187	160,687	160,687
Municipal Funding Sub-Total	321,374	321,374	321,374	321,374
Fees for Service				
Androscoggin Land Trust Asset Service Fee	2,046	2,000	2,000	2,000
ABDC Asset Service Fee	39,000	39,000	39,000	39,000
LDC Asset Service Fee	39,000	39,000	39,000	39,000
L/A Railroad Company Asset Service Fee	9,135	12,000	12,000	15,000
FAME Administration	28,000	25,000	25,000	39,000
FAME-SSBCI Adminstration	0	0	0	4,000
EDI Administration	12,000	10,000	10,000	10,000
RECD - IRP Administration	18,000	15,000	15,000	7,000
Origination Fees (ESLP, RLF, FAME, EDI, SBA)	3,600	7,000	4,000	5,000
Fees for Service Sub-Total	150,781	149,000	146,000	160,000
Other				
415 Lisbon Street Sub-Lease Income	8,502	10,000	5,200	7,000
Annual Meeting	21,995	22,000	22,000	22,000
Business to Business Trade Show	82,336	79,000	79,000	80,243
Interest	323	1,250	300	250
L/A Future Forum	1,563	0	0	0
Misc./Other Income	0	0	0	0
Other Sub-Total	114,719	112,250	106,500	109,493
Total Revenue	586,874	582,624	573,874	590,867

Lewiston-Auburn Economic Growth Council
FY 2014 Statement of Activities

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Classification	FY 2012	FY 2013 Budget	FY 2013 Projected	FY 2014 Budget
EXPENSES				
Personnel/Compensation				
Salaries	309,080	311,955	310,000	303,927
Benefits (Health, Life, Dental, LTD)	57,642	53,029	48,000	54,000
FICA (Social Security & Medicare)	22,236	25,000	24,000	24,000
FUTA (Federal Unemployment)	261	340	340	340
MESC (State Unemployment)	1,516	1,200	1,200	1,500
Workers Compensation	1,905	2,000	2,000	2,000
Pension	8,562	9,400	9,300	9,100
Total Personnel/Compensation	401,202	402,924	394,840	394,867
Contracted Services				
Legal & Audit	6,360	7,000	7,000	7,300
Loan Underwriting	935	7,000	6,000	4,000
Insurance (Prop, D&O, Fidel, Umb, Liability)	5,067	5,000	5,000	5,000
Misc. (credit reports, bank fees, payroll services)	2,526	2,000	2,000	2,500
Total Contracted Services	14,888	21,000	20,000	18,800
Administration				
Auto expense/mileage	7,482	8,000	8,000	8,000
Equip. repair/Photocopier maint. Contract	3,668	6,500	6,500	6,500
Office Supplies	7,471	7,000	7,000	7,000
Equipment (non-depreciated)	247	500	500	500
Telephone (non-tangibles)	6,649	5,300	5,300	5,800
Internet	840	900	900	900
Postage	1,679	2,500	2,500	2,500
Pubs/Subs/Mail lists	572	500	500	500
Dues/Memberships	3,190	1,700	1,700	1,700
Staff Development/Travel	3,818	4,500	4,500	4,500
Office Cleaning	4,450	3,000	3,000	4,500
Computer Software	1,722	1,500	1,500	1,500
Business Meals	0	0	0	0
Other	0	0	0	0
Total Administration	41,788	41,900	41,900	43,900

Lewiston-Auburn Economic Growth Council
FY 2014 Statement of Activities

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Classification	FY 2012	FY 2013 Budget	FY 2013 Projected	FY 2014 Budget
<i>EXPENSES (continued)</i>				
Fixed Charges				
Rent	51,110	52,000	52,000	52,000
Parking	3,637	4,000	4,000	4,000
Depreciation	8,235	0	0	0
Total Fixed Charges	62,982	56,000	56,000	56,000
Marketing				
Printing	839	1,500	1,500	1,500
Advertising/Promotion	8,898	11,000	11,000	11,000
Image Campaign	2,345	7,000	7,000	7,000
L/A Future Forum	570	0	900	N/A
Trade Shows	450	500	450	500
Special Events - Annual Meeting	18,010	10,000	10,000	15,000
Foreign Trade Zone	1,717	0	1,050	1,500
Client Services	1,147	800	800	800
Business to Business Trade Show	45,011	30,000	30,000	40,000
Total Marketing	78,987	60,800	62,700	77,300
Total Expenditures	599,847	582,624	575,440	590,867
SUMMARY				
Total Revenues	586,874	582,624	573,874	590,867
Total Expenditures	599,847	582,624	575,440	590,867
Total Surplus or (Deficit)	-12,973	0	-1,566	0

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LEWISTON-AUBURN ECONOMIC GROWTH COUNCIL

Salary Data

	FY2013 Salaries	FY2012 Salaries	FY2011 Salaries	FY2010 Salaries	FY2009 Salaries
President	104,420	101,379	101,379	101,379	98,426
Marketing Director	51,500	50,000	50,000	60,301	58,545
Economic Development Specialist	50,393	48,925	48,925	48,925	47,000
Loan Portfolio Manager	25,000	41,600	41,600	44,554	43,264
Staff Accountant	48,801	47,380	47,380	47,380	46,000
Administrative Assistant	12,980	12,615	12,615	12,611	30,000
Total Salaries	\$294,104	\$301,898	\$301,899	\$315,150	\$323,235
COLA increases (3%)	8,823	9,057	0	0	9,697
Interim/Merit Compensation	1,000	1,000	1,000	654	8,000
Total Reserve	9,823	10,057	1,000	654	17,697
Total Budget for Salaries	FY14 Budget 303,927	FY13 Budget 311,955	FY12 Budget 302,899	FY11 Budget 315,804	FY10 Budget 340,932

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	L/A Arts 11-12 Actual	L/A Arts 12-13 Budget	L/A Arts 12-13 Est	L/A Arts 13-14
Ordinary Income/Expense				
Income				
Auburn City Funding	20,160			20,160
Lewiston City Funding	23,960	23,960	23,960	23,960
21st Century State of Maine	198,671	198,671	35,500	0 *1
Foundations	87,542	106,000	58,000	74,000
Individual Contributions	16,711	25,000	21,000	20,000
Corporate Cash	32,867	102,100	55,600	54,700
Business Non-Sponsors	1,350	3,000	1,000	3,000
Ticket Sales/Fundraiser Sales	24,860	62,850	48,000	46,500
Lewiston Special projects	2,500	3,750	-	3,750
Lewiston Schools	34,320	28,080	28,080	28,080
Ad Sales "Performance"	28,803	24,000	28,000	28,000
Contracts	43,239	52,640	23,000	31,120
In Kind Accounting	11,000	11,000	11,000	10,000
In Kind Print Advertising	12,500	12,500	12,500	12,500
In Kind TV & Radio Advertising	5,000	5,000	5,000	5,000
Donated Goods and Services	12,000	12,000	33,000	33,000
Miscellaneous Income	9,163	4,000	7,200	3,000
Performance Income	1,803	2,600	2,750	3,000
Total Income	566,447	677,151	393,590	399,770
Expenses				
Artist Fees	78,393	107,415	78,000	86,715
Tech	3,060	4,100	3,300	7,375
Facilities	3,323	3,700	2,860	2,250
Artists Accom/Hospitality/Travel	7,500	4,100	3,000	4,450
Programs Printing "Performance" and Inserts	9,163	10,950	12,950	12,000
Credit Card Fees/Tickets/ASCAP Fees	2,603	3,919	3,040	4,599
Marketing	18,437	17,900	11,000	15,000
Materials	2,892	3,750	2,265	3,750

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	L/A Arts 11-12 Actual	L/A Arts 12-13 Budget	L/A Arts 12-13 Est	L/A Arts 13-14
Radio In Kind	5,000	5,000	5,000	5,000
Print Ads In Kind	22,500	22,500	22,500	19,500
Disbursements to Organizations	8,650	9,625	10,120	12,200
21st Century Grant-LEAP-State of Maine	228,671	225,671	35,500	- *2
Payroll Expenses	145,193	180,417	160,615	160,615
Health Insurance	455	10,536	454	8,294
Contracted Expenses	7,568	13,870		6,000
Computer Copier Expenses	2,781	5,500	2,200	5,500
Depreciation	1,500	1,500	1,500	1,500
Electricity	1,783	2,500	1,800	2,500
Bank Charges	322	150	160	150
Interest Expense	6	100	76	100
Liability Insurance	5,081	6,500	5,026.19	3,800
Miscellaneous Expenses	4,157	1,350	1,500	1,250
Postage	2,464	2,100	2,275	3,000
Rent	12,600	12,600	12,600	12,600
Service Agreements	600	3,560	3,560	3,560
Office Supplies & Stationary	2,261	2,800	2,700	2,800
Telephone	1,015	1,200	1,050	1,200
Memberships /Licenses	2,545	2,123	155	1,823
Volunteer Expenses	734	750	400	750
Mmbrships/Subscriptions/License	2,545	2,123	155	1,823
Conference/Travel/Prof.Dev	6,484	4,000	125	1,500
Annual Campaign Expenses	1,300	3,500	1,200	3,500
Corporate Campaign & Dev.	465	500	1,100	500
Total Expenses	592,052	676,309	388,186	393,031

* Deficit of \$ 25,575.07 covered by funds from savings

*1 We transfered the 21 st Century contract LPS 9/1/2013

*2 No longer have contract

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Payroll

Salary	11-12	12-13	13-14
Maintenance	\$ 2,352.42	\$ 2,422.99	\$ 2,422.99
Office Assistant	\$ 16,640.00	\$36,420.80	\$36,420.80
Business Manager	\$39,395.20	\$39,395.20	\$39,395.20
Exec Dir	\$ 54,750.00	\$ 54,750.00	\$ 54,750.00
1/2 Schl/1/2 LEAP AIE	\$ 41,778.88	\$18,720.00	\$18,720.00
	\$ 154,916.50	\$ 151,708.99	\$151,708.99

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ACCOUNT CODE	ACCOUNTS	FY12 Actual	FY13 Approved	FY13 Difference	FY13 Projections	FY14 Proposed	
401100	Regular Salaries	\$ 979,514	\$ 1,071,041	\$ 25,040	\$ 1,018,500	\$ 1,096,081	2.3%
401200	Overtime - Regular	\$ 218,827	\$ 174,668	\$ 5,499	\$ 209,602	\$ 180,167	3.1%
4017001	MSRS - Employer	\$ 22,160	\$ 22,304	\$ 19,903	\$ 26,988	\$ 42,207	89.2%
4017002	ICMA - Employer	\$ 28,905	\$ 36,556	\$ (3,662)	\$ 29,603	\$ 32,894	-10.0%
4017501	FICA - Employer	\$ 89,101	\$ 95,297	\$ 2,336	\$ 95,297	\$ 97,633	2.5%
4046004	MMEHT Health Insurance	\$ 248,480	\$ 323,828	\$ 10,835	\$ 271,145	\$ 334,663	3.3%
4046010	Wellness & Medical	\$ 8,805	\$ 18,200	\$ -	\$ 10,400	\$ 18,200	0.0%
4046500	Unemployment Comp.	\$ 6,997	\$ 7,500	\$ (250)	\$ 7,105	\$ 7,250	-3.3%
4047000	Workers Compensation	\$ 11,787	\$ 12,761	\$ (4,261)	\$ 9,897	\$ 8,500	-33.4%
TOTAL	Personnel Services	\$ 1,614,575	\$ 1,762,155	\$ 55,440	\$ 1,678,537	\$ 1,817,595	3.1%
4020500	Printing Service	\$ 142	\$ 200	\$ -	\$ 581	\$ 200	0.0%
4021500	Postage	\$ 212	\$ 200	\$ 100	\$ 240	\$ 300	50.0%
4022000	Telephone	\$ 122,621	\$ 126,684	\$ (41,848)	\$ 125,000	\$ 84,836	-33.0%
4022500	Lights / Water / Gas	\$ 31,778	\$ 26,268	\$ 2,892	\$ 26,500	\$ 29,160	11.0%
4023000	CALEA/mileage reimbursement	\$ 5,402	\$ 4,200	\$ (700)	\$ 3,500	\$ 3,500	-16.7%
4024500	Subscriptions / Periodicals	\$ 30	\$ 561	\$ (111)	\$ 400	\$ 450	-19.8%
4025500	Medical Exams	\$ 616	\$ 660	\$ -	\$ 575	\$ 660	0.0%
4027001	Maintenance / Licensing	\$ 68,232	\$ 82,857	\$ (3,241)	\$ 74,139	\$ 79,616	-3.9%
4027500	Repairs - Building	\$ 12,980	\$ 9,850	\$ 2,650	\$ 10,000	\$ 12,500	26.9%
4028000	Legal Expenses	\$ 8,285	\$ 3,500	\$ 500	\$ 4,000	\$ 4,000	14.3%
4028800	Miscellaneous Services	\$ 4,251	\$ 4,600	\$ 800	\$ 4,880	\$ 5,400	17.4%
4028900	In-Service Training	\$ 2,712	\$ 9,205	\$ -	\$ 5,450	\$ 9,205	0.0%
TOTAL	Contractual Services	\$ 256,962	\$ 268,785	\$ (38,958)	\$ 255,265	\$ 229,827	-14.5%
4030500	Office Supplies	\$ 960	\$ 1,614	\$ -	\$ 1,500	\$ 1,614	0.0%
4031000	Printing Supplies	\$ 1,204	\$ 2,500	\$ (1,000)	\$ 2,500	\$ 1,500	-40.0%
4039800	Other Supplies	\$ 1,854	\$ 1,614	\$ 496	\$ 1,600	\$ 2,110	30.7%
TOTAL	Supplies & Materials	\$ 4,018	\$ 5,728	\$ (504)	\$ 5,600	\$ 5,224	-8.8%
4042000	Dues	\$ 4,404	\$ 3,697	\$ -	\$ 3,200	\$ 3,697	0.0%
4046000	Insurances	\$ 10,933	\$ 10,933	\$ -	\$ 11,500	\$ 10,933	0.0%
TOTAL	Fixed Charges	\$ 15,337	\$ 14,630	\$ -	\$ 14,700	\$ 14,630	0.0%
4049001	Principal	\$ 32,500	\$ 32,500	\$ -	\$ 32,500	\$ 32,500	0.0%
4049002	Interest	\$ 8,626	\$ 6,754	\$ (2,750)	\$ 5,298	\$ 4,004	-40.7%
4049008	Lease/Purchase	\$ 27,709	\$ 10,782	\$ (48)	\$ 38,443	\$ 10,734	-0.4%
TOTAL	Debt Services	\$ 68,835	\$ 50,036	\$ (2,798)	\$ 76,241	\$ 47,238	-5.6%
4050500	Office Equipment	\$ 5,295	\$ 3,180	\$ 450	\$ 3,500	\$ 3,630	14.2%
4052800	Communication Equipment	\$ 13,442	\$ 14,717	\$ 1,411	\$ 21,000	\$ 16,128	9.6%
TOTAL	Capital Outlay	\$ 18,737.00	\$ 17,897.00	\$ 1,861	\$ 24,500	\$ 19,758.00	10.4%
4099000	Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%
Sub-total	911 Committee	\$ 1,978,464	\$ 2,119,231	\$ 15,041	\$ 2,054,843	\$ 2,134,272	0.7%
	Investment Revenue	\$ (1,629)	\$ (2,300)	\$ -	\$ 460	\$ (500)	-78.3%
	Poland User Fee	\$ (20,600)	\$ (21,218)	\$ -	\$ 21,218	\$ (21,855)	13.3%
	Rental Revenue	\$ (5,400)	\$ (5,400)	\$ -	\$ 5,400	\$ (6,118)	13.3%
	ASO IT surcharge	\$ (19,895)	\$ (20,000)	\$ -	\$ 19,895	\$ (20,000)	
	Fund Balance Carry Forward	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTALS		\$ 1,930,940	\$ 2,070,313	\$ 15,486	\$ 2,060,703	\$ 2,085,799	0.7%
	Appropriation by each Municipality	\$ 965,470	\$ 1,035,157	\$ 7,743	\$ 1,030,351	\$ 1,042,899	0.7%

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NAME	DOH	GRADE	FY 2014 Wages		ANNUAL WAGES	REGULAR HOLIDAY	HOLIDAY OVERTIME	FICA	Retirement Benefits		HEALTH INSURANCE LIABILITY			TOTAL
			PAY RATE						MSRS	ICMA	HEALTH INS	HEALTH INS		
	08/18/97	TC4/Supervisor	\$	24.27	\$ 47,110.31	\$	2,135.69	\$ 1,747.38	\$ 3,900.99	\$ -	\$ 3,059.60	\$ 1,601.77	\$ 1,761.95	\$ 20,182.32
	07/28/09	TC4/Supervisor	\$	23.38	\$ 45,381.21	\$	2,057.30	\$ 1,683.24	\$ 3,757.81	\$ 3,192.91	\$ -	\$ 714.07	\$ 785.48	\$ 8,997.27
		TC4/Supervisor	\$	23.38	\$ 45,381.21	\$	2,057.30	\$ 1,683.24	\$ 3,757.81	\$ 3,192.91	\$ -	\$ 714.07	\$ 785.48	\$ 8,997.27
	05/03/95	TC3/Supervisor	\$	22.16	\$ 43,025.03	\$	1,950.48	\$ 1,595.85	\$ 3,562.71	\$ -	\$ 2,794.28	\$ -	\$ -	\$ -
	12/02/99	TC3/Supervisor	\$	21.95	\$ 42,609.24	\$	1,931.64	\$ 1,580.43	\$ 3,528.28	\$ 2,997.88	\$ -	\$ 714.07	\$ 785.48	\$ 8,997.27
	07/07/08	TC3/Supervisor	\$	21.95	\$ 42,609.24	\$	1,931.64	\$ 1,580.43	\$ 3,528.28	\$ -	\$ 2,797.28	\$ 1,601.77	\$ 1,761.95	\$ 20,182.32
	05/16/83	dispatcher	\$	21.14	\$ 41,045.38	\$	1,860.74	\$ 1,522.42	\$ 3,398.78	\$ 2,887.85	\$ -	\$ 1,601.77	\$ 1,761.95	\$ 20,182.32
	12/02/99	dispatcher	\$	21.14	\$ 41,045.38	\$	1,860.74	\$ 1,522.42	\$ 3,398.78	\$ 2,887.85	\$ -	\$ 1,165.16	\$ 1,281.68	\$ 14,681.02
	06/11/01	dispatcher	\$	20.31	\$ 39,421.47	\$	1,787.12	\$ 1,462.19	\$ 3,264.31	\$ 2,773.60	\$ -	\$ 1,601.77	\$ 1,761.95	\$ 20,182.32
	09/15/02	dispatcher	\$	20.31	\$ 39,421.47	\$	1,787.12	\$ 1,462.19	\$ 3,264.31	\$ 2,773.60	\$ -	\$ 714.07	\$ 785.48	\$ 8,997.27
	05/05/06	dispatcher	\$	19.25	\$ 37,362.28	\$	1,693.77	\$ 1,385.81	\$ 3,063.80	\$ 2,628.72	\$ -	\$ 714.07	\$ 785.48	\$ 8,997.27
	03/24/08	dispatcher	\$	18.60	\$ 36,112.79	\$	1,637.13	\$ 1,339.47	\$ 2,990.34	\$ 2,540.81	\$ -	\$ 714.07	\$ 785.48	\$ 8,997.27
	12/13/10	dispatcher	\$	16.86	\$ 32,729.12	\$	1,483.73	\$ 1,213.96	\$ 2,710.15	\$ 2,302.74	\$ -	\$ 714.07	\$ 785.48	\$ 8,997.27
	01/03/11	dispatcher	\$	16.86	\$ 32,729.12	\$	1,483.73	\$ 1,213.96	\$ 2,710.15	\$ 2,302.74	\$ -	\$ 1,601.77	\$ 1,761.95	\$ 20,182.32
	08/08/11	dispatcher	\$	16.86	\$ 32,729.12	\$	1,483.73	\$ 1,213.96	\$ 2,710.15	\$ -	\$ 2,125.61	\$ 1,601.77	\$ 1,761.95	\$ 20,182.32
	05/29/12	dispatcher	\$	15.84	\$ 30,747.97	\$	1,393.92	\$ 1,140.48	\$ 2,546.10	\$ -	\$ 1,995.84	\$ -	\$ -	\$ -
	08/29/12	dispatcher	\$	15.84	\$ 30,747.97	\$	1,393.92	\$ 1,140.48	\$ 2,546.10	\$ -	\$ -	\$ -	\$ -	\$ -
	12/14/12	dispatcher	\$	15.84	\$ 30,747.97	\$	1,393.92	\$ 1,140.48	\$ 2,546.10	\$ 2,163.35	\$ -	\$ -	\$ -	\$ -
	02/06/13	dispatcher	\$	15.67	\$ 30,417.98	\$	1,378.96	\$ 1,128.24	\$ 2,518.78	\$ 2,140.14	\$ -	\$ 714.07	\$ 785.48	\$ 8,997.28
	TBD	vacant dispatcher	\$	15.38	\$ 29,816.22	\$	1,351.68	\$ 1,105.92	\$ 2,468.95	\$ 2,097.80	\$ -	\$ 714.07	\$ 785.48	\$ 8,997.28
	TBD	vacant dispatcher	\$	14.99	\$ 28,097.99	\$	1,319.12	\$ 1,079.28	\$ 2,409.47	\$ 2,047.27	\$ -	\$ 1,601.77	\$ 1,761.95	\$ 20,182.30
	TBD	vacant dispatcher	\$	14.99	\$ 28,097.99	\$	1,319.12	\$ 1,079.28	\$ 2,409.47	\$ 2,047.27	\$ -	\$ 714.07	\$ 785.48	\$ 8,997.28
OPERATIONS SUB-TOTAL			\$	-416.96	\$ 809,366.44	\$	36,692.50	\$ 30,021.13	\$ 67,021.66	\$ 40,977.46	\$ 12,743.71	\$ 19,518.26	\$ 21,470.08	\$ 245,929.96
ADMINISTRATION			ANNUAL WAGES						FICA	MSRS	ICMA	1ST HALF	2ND HALF	TOTAL
Gamacho, Phyllis	Director		\$		75,482.55			\$ 5,774.42		\$ 4,529.95	\$ -	\$ -	\$ -	
	Systems Manager		\$		59,575.32			\$ 4,557.51		\$ 3,574.52	\$ 1,601.77	\$ 1,761.95		20,182.32
	IT Support Specialist		\$		39,039.00			\$ 2,986.48		\$ 2,342.34	\$ 1,601.77	\$ 1,761.95		20,182.32
	Administrative Asst.		\$		36,075.00			\$ 2,759.74		\$ -	\$ 1,601.77	\$ 1,761.95		20,182.31
	Custodian		\$		8,985.74			\$ 687.41		\$ -	\$ -	\$ -		
ADMINISTRATION SUB-TOTAL			\$		219,157.61			\$ 16,765.56	\$ -	\$ 10,445.81	\$ 4,805.31	\$ 5,285.84		60,546.95
Salary Adjustments and Anniversary Steps			\$		4,383.16			\$ 335.31	\$ 1,229.32	\$ 695.69				
Part-Time Personnel				864	\$ 13,409.28			\$ 1,025.61						
Sick Incentive				416	\$ 7,884.34			\$ 603.15		\$ -				
EMD Coordinator				\$400	\$ 800.00			\$ 61.20						
CTO Stipend				\$2,912	\$ 4,367.51			\$ 334.12		\$ -				
CALEA Stipend														
PERSONNEL SERVICES SUB-TOTAL			\$		30,844.39	\$	-	\$ -	\$ 2,359.60	\$ 1,229.32	\$ 695.69			
TOTAL SALARY			\$		1,096,080.94	\$	36,692.50	\$ 30,021.13	\$ 86,146.81	\$ 42,206.78	\$ 23,885.21	\$ 24,323.57	\$ 26,755.92	\$ 306,476.91
OVERTIME									FICA	MSRS	ICMA			
Holiday DOT		188	\$		8,907.79			\$ 681.45		\$ 534.47	HEALTH INCENTIVES			27,673.00
EMO Overtime		192	\$		5,458.39			\$ 417.57		\$ 327.50	LIFE INS Prem			513.20
Training OT		176	\$		2,731.52			\$ 208.96		\$ 163.89	Total 911 Health Prem			334,663.11
CALEA OT											Wellness / LIFE INS			18,200.00
Sick OT		1,820	\$		51,740.97			\$ 3,958.18		\$ 3,104.46				
Vacation OT		2,860	\$		81,307.24			\$ 6,220.00		\$ 4,878.43				
OVERTIME SUB-TOTAL			\$		180,167.03			\$ 11,485.16		\$ 9,008.76				
TOTALS					1,276,247.97			\$ 97,632.97	\$ 42,206.78	\$ 32,893.97				

Budget - Regular		\$ 1,096,080.94
Budget - Overtime		\$ 180,167.03
Average	Hourly Rate	\$ 18.95
Average	OT Rate	\$ 28.43
Part Time	Hourly Rate	\$ 15.52

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Line Item	Account Code		Last Year	Committee Approved	Council Approved
Salaries / Wages	40100	Total	1,071,041	1,096,081	-

Estimated Detail of Salaries / Wages

Actual expenses may vary according to changing circumstances

Organizational Structure	Staff		Committee Approved	Council Approved
Director	1	\$	75,483	\$ -
Systems Manager	1	\$	59,575	\$ -
IT Tech	1	\$	39,030	\$ -
Office Manager	1	\$	36,075	\$ -
Shift Supervisors (non-union)	3	\$	137,873	\$ -
Supervisor (union)	3	\$	128,244	\$ -
Line Dispatchers (union)	16	\$	543,270	\$ -
Maintenance	0.5	\$	8,986	\$ -
Part-time Personnel	3	\$	13,409	\$ -
Sick Incentive		\$	7,884	\$ -
EMD Coordinator		\$	800	\$ -
CALEA Stipend				
CTO Stipend		\$	4,368	\$ -
Holiday Regular		\$	36,692	\$ -
Salary Adjustment / Step Increases		\$	4,383	\$ -
	29.5	\$	1,096,081	\$ -

Line Item Narrative

Salaries / Wages: The agency is organized into two functions: Operations and Administrative Support.

Operations: Management and the Union wrapped up a three year contract in February, 2013. That contract included a 5% increase for Jan. 1 through June 30, 2013, a 2% for July 1, 2013 through June 30, 2014 and a 2.5% for July 1, 2014 through June 30, 2015. These increases are partially funded by the removal of one step increase and the lengthening of time between three separate step increases.

Additionally, the Sick Leave usage language has been removed from the contract and will be managed via policy, which gives Management greater authority to address identified sick leave abuse and thus realize greater overtime savings. These increases are also intended to stop employees from exporting their training and skills to higher paying local positions.

Administration: Administration is made up of four fulltime employees and one part-time cleaning person.

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Line Item	Account code		Last Year	Committee Approved	Council Approved
OT - Regular		Total	146,297	150,146	-
OT - Holiday		Total	28,370	30,021	
	401200		174,667	180,167	
MSRS - Employer	4017001	Total	22,304	42,207	
ICMA - Employer	4017002	Total	36,556	32,894	
FICA - Employer	4017501	Total	95,297	97,633	

Estimated Detail of OT - Regular

Actual expenses may vary according to changing circumstances

OT - Regular	Hours Needed	Average OT Rate	Committee Approved	Council Approved
Holiday DOT	188	\$ 28.43	\$ 8,908	\$ -
Training OT	176	\$ 28.43	\$ 2,732	\$ -
EMD OT	192	\$ 28.43	\$ 5,458	
CALEA OT		\$ 28.43		
Sick OT	1,820	\$ 28.43	\$ 51,741	
Vacation OT	2,860	\$ 28.43	\$ 81,307	
			\$ 150,146	\$ -

Estimated Detail of MSRS - Employer

Actual expenses may vary according to changing circumstances

MSRS - Employer	MSRS Employer	Committee Approved	Council Approved
15 employees participate	\$ 22,304	\$ 42,207	\$ -

Estimated Detail of ICMA - Employer

ICMA - Employer	ICMA Employer	Committee Approved	Council Approved
8 employees participate	\$ 36,556	\$ 32,894	

Estimated Detail of FICA - Employer

FICA - Employer	FICA Employer	Committee Approved	Council Approved
Employer Contribution	\$ 95,297	\$ 97,633	\$ -
		\$ 97,633	\$ -

Line Item Narrative

Overtime - Regular: Due to minimum staffing, each vacancy created by vacation, sick time, disability and/or training must be filled at a 1.5 rate, which averages 28.43/hr. Also included in this account is the contractual 1.5 hr. rate for 11 holidays and the double overtime rate for fills for vacancies on holidays. There are two new hires in training and three vacancies yet to be filled. Once at full staffing, there will be some limited ability to absorb vacancies without the need for a overtime backfill.

MSRS Employer: Staff is provided the opportunity to participate in the Maine State Retirement System plan. This year's employer contribution has gone up from a 5.3% salary match to a 6.5% salary match.

ICMA Employer: Staff is provided the opportunity to participate in the ICMA Retirement plan. The employer contributes a 6% salary match.

FICA Employer: The required employer contribution is 0.0765

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Line Items	Account Code		Last Year	Committee Approved	Council Approved
MMEHT Health Ins.	4046004	Total	323,828	334,663	-
Wellness / Medical	4046010	Total	18,200	18,200	-

Estimated Detail of MMEHT Health Ins.

Actual expenses may vary according to changing circumstances

	Participants	Cost	Committee Approved	Council Approved
MMEHT Health Ins.				
Family Plan	10	\$ 20,182	\$ 201,826	\$ -
Single-Dependent	1	\$ 14,681	\$ 14,681	\$ -
Single	10	\$ 8,997	\$ 89,970	\$ -
Life Insurance Medical Insurance	4	various	\$ 513	\$ -
Health Incentives	6	\$ 27,673	\$ 27,673	\$ -
			\$ 334,663	\$ -

Estimated Detail of Wellness / Medical

Actual expenses may vary according to changing circumstances

	Staff	Benefit	Committee Approved	Council Approved
Wellness / Medical				
Wellness Benefit	26	\$ 700	\$ 18,200	\$ -
			\$ 18,200	\$ -

Line Item Narrative

MMEHT Health Insurance: This account funds the cost of health insurance to all participating staff through the Maine Municipal Employee Health Trust. The agency pays 85% of the cost of annual premiums while the employee pays 15% of the annual premium. Health care premiums went up 7.5% for the first half of FY13; the second half is estimated to incur a 10% increase. Certain levels of coverage are projected, including incoming new hires and anticipated vacancies. Six employees choose the opt-out Health Incentive.

Wellness / Medical: This account funds a benefit which allows the employee to contribute to a wellness benefit flex account. The expenditures can be used for medical related costs such as copays, dental work, etc. The agency provides \$700 annually to each employee. The agency also provides for a life insurance premium for three employees.

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Line Items	Account Code		Last Year	Committee Approved	Council Approved
Unemployment Compensation	4046500	Total	7,500	7,250	-
Workers Compensation	4047000	Total	12,761	8,500	-

Estimated Detail of Unemployment Comp

Actual expenses may vary according to changing circumstances

	Amount	Committee Approved	Council Approved
Unemployment Comp			
Estimated Employer Costs from MMA	\$ 7,250	\$ 7,250	\$ -
		\$ 7,250	\$ -

Estimated Detail of Workers Comp

Actual expenses may vary according to changing circumstances

	Amount	Committee Approved	Council Approved
Workers Comp			
MEMIC Premium	\$ 8,500	\$ 8,500	\$ -
		\$ 8,500	\$ -

Line Item Narrative

Unemployment Compensation: This account includes the costs for unemployment benefits through Maine Municipal Coverage, which provided an estimate of \$7,250 for the coming year.

Workers Compensation: The Center's mod rating has dropped significantly due to an injury from 2009 being phased-out of the three-year review used to determine the mod rate. That new rate would be \$5,539 per year, however Workers Comp has yet to calculate into the equation an injury in the winter of 2012. Thus the \$8,500 estimate used until the new equation is determined, which will not be available July 2013.

Lewiston - Auburn Communication Center

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Line Items	Account Code		Last Year	Committee Approved	Council Approved
Printing	4031000	Total	200	200	-
Postage	4021500	Total	200	300	-

Estimated Detail of Printing

Actual expenses may vary according to changing circumstances

Printing	Quantity	Price Each	Committee Approved	Council Approved
Forms	50	\$ 1.00	\$ 50	\$ -
Envelopes	1000	0.15	\$ 150	\$ -
			\$ 200	\$ -

Actual expenses may vary according to changing circumstances

Estimated Detail of Postage

Actual expenses may vary according to changing circumstances

Postage	Committee Approved	Council Approved
Routine mailings	\$ 300	\$ -
	\$ 300	\$ -

Line Item Narrative

Printing: This account includes the costs of purchasing special created forms for communication operations as well as stationery style envelopes for mailings. The center does not provide business cards for administration or for supervisors; the cards must be purchased at the employees' expense.

Postage: This account includes routine mailings, certified mail and those shipping that require insurance and , such as equipment being shipped to a vendor for repair.

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Line Items	Account Code		Last Year	Committee Approved	Council Approved
Telephones	4022000	Total	126,684	84,836	-
Utilities: Light/Water/Diesel	4022500	Total	26,268	29,160	-

Estimated Detail of Telephones

Actual expenses may vary according to changing circumstances

Telephones	Quantity	Price Each	Committee Approved	Council Approved
Cell Phones	3	\$ 65.00	\$ 2,340	\$ -
Evacuation cell phones	2	\$ 15.00	\$ 1,560	\$ -
Radio Circuits per month	12	\$ 3,304.00	\$ 39,648	\$ -
Telephone Lines per month	12	\$ 1,125.00	\$ 13,500	\$ -
Payback for loan	8	\$ 3,473.50	\$ 27,788	\$ -
			\$ 84,836	\$ -

Estimated Detail of Utilities: Light/Water/Diesel

Actual expenses may vary according to changing circumstances

Utilities: Light/Water/Diesel	Monthly Costs	Committee Approved	Council Approved
Water and Sewerage (12% of Central Fire usage)	\$40.00	\$ 480	\$ -
Diesel Usage (28% of Central Fire usage)	\$ 849.00	\$ 10,188	\$ -
Electricity Usage (40% of Central Fire usage)	\$ 1,299.00	\$ 15,588	\$ -
Electricity Usage at Gracelawn and East Ave. towers	\$ 242.00	\$ 2,904	\$ -
		\$ 29,160	\$ -

Line Item Narrative

Telephone: The account funds five cell phones: one for the director, one for the system manager, one for the IT tech support position and two pre-paid phones which are for the 'grab-and-go bag' in case of an emergency evacuation of the center. Both cities agreed to split a \$55,000 interest free loan to the center to fund a technology upgrade that will reduce monthly telephone line costs by \$3,073.28 per month. The first installment of \$6875 (\$3437.50 per city) will be paid in FY13 Q4, with the quarterly payments of \$6875 to be made throughout FY14.

Lights / Water / Gas: The communication center currently is located in the basement level of the Auburn Central Fire Station. These utility service cost shares were agreed upon when the center first moved into the building; the increase mirrors Auburn Fire's estimated increase in building utilities. Also included in this line item is the cost for the electric usage of the tower on Gracelawn Road and the tower on East Ave in Lewiston.

Lewiston - Auburn Communication Center

Fiscal Year 2014

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Line Items	Account Code		Last Year	Committee Approved	Council Approved
CALEA/Mileage reimbursement	4023000	Total	4,200	3,500	-
Subscriptions/Periodicals	4024500	Total	561	450	-
Medical Exams	4025500	Total	440	660	-

Estimated Detail of CALEA/Mileage reimbursement

Actual expenses may vary according to changing circumstances

	Committee Approved	Council Approved
CALEA/Mileage reimbursement		
Mileage Reimbursement	\$ 1,000	\$ -
CALEA Conference	\$ 2,500	\$ -
	\$ 3,500	\$ -

Estimated Detail of Subscriptions/Periodicals

Actual expenses may vary according to changing circumstances

	Committee Approved	Council Approved
Subscriptions/Periodicals		
911 Magazine		\$ -
Hill Donnelly Street Listing	\$ 450	\$ -
	\$ 450	\$ -

Estimated Detail of Medical Exams

Actual expenses may vary according to changing circumstances

	Exams	Costs	Committee Approved	Council Approved
Medical Exams				
Pre-employment medical screening	6	\$ 110.00	\$ 660	\$ -
			\$ 660	\$ -

Line Item Narrative

Travel Expenses: This account reimburses employees for official travel and covers the cost of the CALEA accreditation manager to attend an East Coast conference.

Subscriptions/ Periodicals: The agency receives one online subscription of all street listings in our service area, which has increased from previous estimates of \$450. Subscription allows for a single user at a time.

Medical Exams: It is a requirement for all new employees to receive a medical screening to determine fitness for duty. The cost of these exams are \$110. Based on national turn over rates of 19% (Source: The Association of Public-Safety Communications Officers-International), which matches this center's historical vacancy rate, and two additional anticipated departures, estimate is for six new hires in FY2013.

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Line Items	Account Code		Last Year	Committee Approved	Council Approved
Maintenance / Licensing	4027011	Total	82,857	79,616	-
Repairs - Building	4027500	Total	9,850	12,500	-
Legal Expenses	4028000	Total	3,500	4,000	-

Estimated Detail of Maintenance / Licensing

Actual expenses may vary according to changing circumstances

	Committee Approved	Council Approved
Maintenance / Licensing		
Motorola Radio	\$ 35,700	\$ -
Motorola - Agency Cost Share	\$ (1,993)	-
CPI	\$ 624	\$ -
Reverse 911	\$ 5,086	\$ -
IMC - Records Management system shared by 911, Police and Fire	\$ 21,810	\$ -
Keystone (access to historical records) - four users	\$ 650	\$ -
Gracelawn Tower - generator, power supply maintenance	\$ 3,700	\$ -
Software Licensing (Office/Windows, servers, Crystal Reports, remote access tokens)	\$ 4,619	\$ -
Acorn Recording for phone lines and frequencies	\$ 1,900	\$ -
Biddle Suitability screening for CALEA	\$ 1,200	-
SymQuest (formerly Downeast Networks)	\$ 2,000	-
Norris (Mesh Network for camera system)	\$ 3,500	-
Priority Dispatch (EMD, ProQA)	\$ 820	-
	\$ 79,616	\$ -

Estimated Detail of Repairs - Building

Actual expenses may vary according to changing circumstances

	Quantity	Price Each	Committee Approved	Council Approved
Repairs - Building				
Carpet and floor cleaning, floor mats	2	\$ 750.00	\$ 1,500	\$ -
HVAC system			\$ 8,500	\$ -
Misc. Repairs			\$ 2,500	\$ -
			\$ 12,500	\$ -

Estimated Detail of Legal Expenses

Actual expenses may vary according to changing circumstances

	Committee Approved	Council Approved
Legal Expenses		
Attorney Costs	\$ 4,000	\$ -
	\$ 4,000	\$ -

Line Item Narrative

Maintenance Licensing: The communication center maintains numerous software and hardware systems to that allow interoperability, records management, data storage and radio/communications infrastructure. Maintenance agreements allow the center to extend the lifetime of the systems and provide free or reduced updates to technology, some of which update weekly.

Repairs - Building: This account maintains the HVAC maintenance agreement, as well as general repairs, to the communication center. HVAC repairs continue to escalate due to the age of the system, which is 18 years old and has a life span of 15 to 20 years.

Legal Fees: This account funds attorney fees for contract negotiations, grievances and worker's compensation cases.

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Line Items	Account Code		Last Year	Committee Approved	Council Approved
Miscellaneous Services	4028800	Total	4,600	5,400	-
In-Service Training	4028900	Total	9,205	9,205	-

Estimated Detail of Miscellaneous Services

Actual expenses may vary according to changing circumstances

	Cost	Committee Approved	Council Approved
Miscellaneous Services			
CPA Audit	\$ 4,400	\$ 4,400	\$ -
Employee Recognition Program	\$ -	\$ 500	\$ -
Public Outreach		\$ 500	\$ -
		\$ 5,400	\$ -

Estimated Detail of In-Service Training

Actual expenses may vary according to changing circumstances

	Committee Approved	Council Approved
In-Service Training		
Telecommunicator training	\$ 9,205	\$ -
	\$ 9,205	\$ -

Line Item Narrative

Miscellaneous Services: As an organization, an independent audit of the fiscal operation of the center is required annually. This account also funds the employee recognition and assistance program, and allows the Center to use public outreach events for community education (National Night Out, Fire Prevention Week, etc.).

In-Service Training: State-mandated new-hire training is held at the MCJA, which is 96.2 miles round trip, and consists of the following. Current mileage reimbursement rate is .555 per mile.

Meridian 9-1-1 certification, 2 days:	96.2 X 2 days X .555=	106.78
911 Basic Training, 5 days:	96.2 X 5 days X .555=	266.96
Basic Emergency Medical Dispatch, 2 days:	96.2 X 2 days X .555=	106.78
NCIC/AIU, 5 days:	96.2 X 5 days X .555=	266.96
ProQA, 1 day:	96.2 X 1 day X .555=	53.39
		800.87

Six vacancies anticipated in FY14

X 6

\$4805.22

When multiple employees attend the same training, they are required to work out carpool arrangements that result in a singular cost for transportation.

Continuing education:

\$4,400

Continuing education is vital to the development of new dispatchers and to keeping seasoned dispatchers up to date on current trends and technology. Classes for new hires include 9-1-1 Liabilities, Handling Suicidal Callers, Fire Dispatching and Verbal Judo. Seasoned dispatchers benefit from training in Domestic Violence Intervention, Protecting Law Enforcement Responders, Active Shooter Response and Managing Crisis Callers. There are currently no qualified tactical dispatchers trained at this center. At an average cost of \$209 per class, this line item allows for 21 of 22 full time dispatchers to take one continuing education course per year and leaves some room for remedial training that may make the difference between a dispatcher who fails to meet minimum standards and one who successfully completes the training program. Throughout the year, in an effort to save costs, this agency hosts classes in exchange for one or two free seats.

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Line Items	Account Code		Last Year	Committee Approved	Council Approved
Office Supplies	4030500	Total	1,614	1,614	-
Printing Supplies	4031000	Total	2,500	1,500	-
Other Supplies	4038900	Total	1,614	2,110	-

Estimated Detail of Office Supplies

Actual expenses may vary according to changing circumstances

Office Supplies		Committee Approved	Council Approved
95% of All Supplies Are Less Than \$20		\$ 1,614	\$ -
		\$ 1,614	\$ -

Estimated Detail of Printing Supplies

Actual expenses may vary according to changing circumstances

Printing Supplies		Committee Approved	Council Approved
Photo copier supplies		\$ 400	\$ -
Printer ribbons		\$ 150	\$ -
Printer cartridges		\$ 800	\$ -
Fax supplies		\$ 150	\$ -
		\$ 1,500	\$ -

Estimated Detail of Other Supplies

Actual expenses may vary according to changing circumstances

Other Supplies	Quantity	Cost	Committee Approved	Council Approved
Handsoap	2	\$ 36.56	\$ 73.12	\$ -
Toilet Paper	4	\$ 50.54	\$ 202.16	\$ -
Towels	4	\$ 41.60	\$ 166.40	\$ -
Trashbags (med)	3	\$ 48.95	\$ 146.85	\$ -
Trashbags (small)	2	\$ 38.50	\$ 77.00	\$ -
Trashbags (large)	3	\$ 29.90	\$ 89.70	\$ -
Disinfectant	3	\$ 39.00	\$ 117.00	\$ -
Germicide	4	\$ 34.32	\$ 137.28	\$ -
Misc. Supplies			\$ 1,100.00	\$ -
			\$ 2,110	\$ -

Line Item Narrative

Office Supplies: This account funds general office supplies for the agency. A review of the last three year's expenses revealed an average of \$1,996 spent annually in 'office supplies'.

Printing Supplies: The center has printers and fax machines in constant operation. Receiving teletypes and faxes from other agencies 24 X 7 is critical. A review of the last three year's expenses revealed an average of \$2,531 spent annually in 'printing supplies'.

Other Supplies: Due to the sharing of common equipment (keyboards, phones, desktops), dispatch centers have very high rates of illness due to minor but contagious diseases. To combat this, the center provides anti-bacterial hand sanitizer and wipes, which is included in the funds for janitorial supplies.

Lewiston - Auburn Communication Center

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Line Items	Account Code		Last Year	Committee Approved	Council Approved
Dues	4042000	Total	3,422	3,697	-
Insurances	4046000	Total	12,754	10,933	-

Estimated Detail of Dues

Actual expenses may vary according to changing circumstances

	Committee Approved	Council Approved
Dues		
Notary renewals 3 at \$50/each	\$ 150	\$ -
Maine Municipal Association	\$ 375	\$ -
CALEA	\$ 2,602	\$ -
NENA	\$ 170	\$ -
APCO	\$ 200	\$ -
	<u>\$ 3,697</u>	<u>\$ -</u>

Estimated Detail of Insurances

Actual expenses may vary according to changing circumstances

	Committee Approved	Council Approved
Insurances		
Dispatcher Errors and Omissions	\$ 6,253	\$ -
Public Officials Liability Insurance	\$ 4,680	\$ -
	<u>\$ 10,933</u>	<u>\$ -</u>

Line Item Narrative

Dues: This account funds the membership to communication organizations as well as the fees to have staff notarized. The cost for the CALEA on-site assessment is divided over a three year period. NENA and APCO are professional 9-1-1 organizations with active chapters in Maine and New England. The Director serves on the executive board of the Maine chapter of NENA.

Insurances: This account funds liability coverage for staff as well as the public official liability.

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Line Items	Account Code		Last Year	Committee Approved	Council Approved
Principal	4049001	Total	32,500	32,500	-
Interest	4049002	Total	6,754	4,004	-
Lease/Purchase	4049008	Total	10,734	10,734	-

Estimated Detail of Principal

Actual expenses may vary according to changing circumstances

Principal		Committee Approved	Council Approved
Construction Bond Principal (Lew)		\$ 32,500	\$ -
		\$ 32,500	\$ -

Estimated Detail of Interest

Actual expenses may vary according to changing circumstances

Interest		Committee Approved	Council Approved
Construction Bond Interest		\$ 4,004	\$ -
		\$ 4,004	\$ -

Estimated Detail of Lease/Purchase

Actual expenses may vary according to changing circumstances

Lease/Purchase		Committee Approved	Council Approved
Server Replacement		\$ 10,734	\$ -
		\$ 10,734	\$ -

Line Item Narrative

Principal: This account funds the principal payments for the construction bond implementation of the center and should be paid in full in 2016.

Interest: This account funds the interest on the construction bond.

Lease/Purchase: This account funds the lease purchase of the emergency replacement of the IMC server. The loan should be paid in full in 2015.

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Line Items	Account Code		Last Year	Committee Approved	Council Approved
Office Equipment	4050500	Total	2,730	3,630	-
Communications Equipment	4052800	Total	21,502	16,128	-

Estimated Detail of Office Equipment

Actual expenses may vary according to changing circumstances

	Committee Approved	Council Approved
Office Equipment		
Copier Maintenance Contract	\$ 1,830	\$ -
Dispatch chairs (4)	\$ 1,800	\$ -
	\$ 3,630	\$ -

Estimated Detail of Communication Equip

Actual expenses may vary according to changing circumstances

	Committee Approved	Council Approved
Communication Equip		
Headsets, Y-cords, ear and mouth pieces	\$ 2,000	
Keyboards/Mice	\$ 400	
Monitors (9)	\$ 2,061	
Computer replacement (6)	\$ 6,700	
IP Phone equipment	\$ 1,300	
Projector	\$ 700	
Desk, chair repair	\$ 240	
Misc. equipment	\$ 2,727	
	\$ 16,128	\$ -

Actual expenses may vary according to changing circumstances

Line Item Narrative

Office Equipment: This account funds the copier maintenance agreement as well as the replacement schedule for the Telecommunicator chairs.

Communication Equipment: This account funds the replacement schedule for the computers and other equipment which is used 24 hours a day. The equipment is vital to the daily operation of the center. Miscellaneous equipment includes computer cleaning supplies, tools, cables, jacks, meters, batteries, connectors, testing equipment, file storage, back up tools, etc.

GFTV
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GREAT FALLS T.V.																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
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PERSONAL SERVICES BUDGET WORKSHEET

GFTV
Pg 2 of 4

Fiscal Year 2014 Budget

CLASSIFICATION	POSITION	ESTIMATED		FY 14 REQUEST
		FY 13 YEAR END		
TV Station Manager	1	\$ 43,627	\$	44,936
TV Station Technician	1	\$ 29,932	\$	30,531
TOTALS	2	\$ 73,559	\$	75,467

GFTV
Pg 3 of 4

GREAT FALLS TV - BUDGET CATEGORIES DESCRIPTIONS		
ACCOUNT NUMBER	NAME	ACCOUNT DESCRIPTIONS
20405962 611000	Salaries	two employee salaries including COLA and Step Increases when appropriate
20405960 617001	F.I.C.A./Medicare, Health Insurance Retirement	F.I.C.A. / Medicare/ health insurance and retirement benefits - two employees
20405960 617002	Fringe Benefits Health Ins. 85%	
20405962 629000	Training & Tuition	training and tuition
20405962 620000	Advertising	
20405964 640000	Telephone/Communications	telephone, web hosting, E-fax
20405962 644000	Rent Expense	studio space rent at Central Maine Community College
20405963 628001	Food	concessions for meetings, events and annual volunteer dinner
20405962 628021	Equipment Repairs	maintenance/repairs to equipment at GFTV Studio AND Lewiston and Auburn City Buildings
20405962 628020	Vehicle Repairs	vehicle maintenance/repairs as needed
20405962 632000	Dues & Subscriptions	Annual Dues & Subscriptions- BJ's annual membership fee -CTAM -
20405963 633000	Office Supplies	consummable office supplies, i.e., paper, ink, batteries, pens, paper clips - usual office supplies
20405963 633001	Operating Supplies-Studio	studio opt'l costs, i.e.,bulbs, backdrops, lights, microphones, computer, software, monitors, decks, web stream costs, telvue maintenance (server).
20405963 633002	Operating Supplies-Field	field opt'l costs (includes Lew/Aub City Bldg costs), i.e., cables, connectors, computer, racks, monitors,
20405963 633030	Vehicle-gas/oil	fuel and oil changes, as needed, for GFTV vehicle
20405965 656100	Capital-Small Tools & Equip	small tools and equipment (capital improvements)

GFTV
Pg 4 of 4

GREAT FALLS T.V. CAPITAL IMPROVEMENTS NEEDED FOR 2014			
<u>ACCOUNT NUMBER</u>		<u>DESCRIPTION / COST</u>	
20405965 656100		Storage Cabinets	2,000.00
		Glyph Drive (External Hard Drive) Archive	400.00
		Glyph Technologies	
		4TB GPT50 Triple Interface External Hard Drive	
		Presonus Audio Interface (for PC)	400.00
		Sony	
		DVDDirect MA1 Multi-Function Blu-ray Disc/DVD Recorder	339.00



City Council Workshop Information Sheet

City of Auburn

Council Workshop Date: April 16, 2013

Item F

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: Municipal Code-correcting ordinance section numbers

Information: Ordinances that were adopted while the re-codification was pending were numbered using the old numbering system. This Ordinance corrects those numbering errors as necessary for consistency with the re-codified code.

Financial: N/A

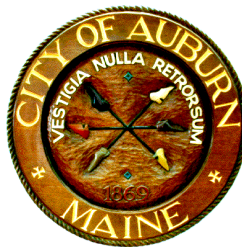
Action Requested at this Meeting: Recommend passage of the first reading and the second and final reading will be scheduled for May 6, 2013.

Previous Meetings and History: Workshop discussion 3/18/2013, appeared on the 4/1/2013 agenda for a first reading but the item was postponed.

Attachments: Ordinance 03-04012013

*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 03-04012013

**AN ORDINANCE CORRECTING SECTION NUMBERS
IN ORDINANCES ADOPTED DURING THE PENDENCY OF THE RECODIFICATION OF THE CITY'S
CODE OF ORDINANCES
ADOPTED ON FEBRUARY 22, 2011.**

BE IT ORDAINED BY THE AUBURN CITY COUNCIL:

Sec. 1. The city council finds that certain ordinances adopted while the recodification project was on-going included numbering inconsistent with the recodified code as ultimately adopted. By this ordinance, the city council readopts the following ordinances with numbering corrected as is necessary for consistency with the recodified code:

- (a) *Ordinance dated February 1, 2010*, designating certain stop sign and restricted parking location and street uses (Attachment "E" to this ordinance), to be used to amend traffic schedules in Article VIII, Chapter 52, Traffic Regulatory Signage;
- (b) *Ordinance dated February 16, 2010*, regarding setbacks in the Central Business District, (Attachment "F" to this ordinance), to be used to amend code sections 60-498 through 500;
- (c) *Ordinance dated March 22, 2010*, establishing setbacks and height allowances for certain accessory structures, including windmills (Attachment "G" to this ordinance), to be used to amend code section 60-548;
- (d) *Ordinance dated May 3, 2010*, adopting a business license fee schedule (Attachment "H" to this ordinance), to be used to amend the city fee schedule in Appendix A of the city code;
- (e) *Ordinance dated June 7, 2010*, regarding sandwich boards and easel signs (Attachment "I" to this ordinance), to be used to add a new subsection 9(d) to code section 60-637;
- (f) *Ordinance dated June 7, 2010*, amending the city's red flag rules (identity theft prevention program) (Attachment "J" to this ordinance), to be used to replace code sections 2-539 through 2-556;
- (g) *Ordinance dated January 18, 2011*, changing maximum floor space for certain accessory buildings (Attachment "K" to this ordinance), to be used to amend code section 60-43(e);
- (h) *Ordinance dated February 7, 2011*, regarding slaughterhouses, stockyards, abattoirs, and dressing plants as special uses in low density country residential zoning districts (Attachment "L" to this ordinance), to be used to amend code section 60-201(b);
- (i) *Ordinance dated February 7, 2011*, regarding slaughterhouses, stockyards, abattoirs, and dressing plants as special exceptions in agriculture and resource protection districts (Attachment "M" to this ordinance), to be used to amend code section 60-144 through 173;
- (j) *Ordinance dated February 7, 2011*, renaming current Chapter 14 to "Business Licenses and Permits", repealing and replacing former Chapter 24 (now Chapter 14) regarding business licensing, and repealing in their entirety Article IX (Taxicabs) of Chapter 26 (Traffic and Motor Vehicles), all of Chapter 36 (Peddlers,

Itinerant merchants and Solicitors), all of Chapter 40 (Secondhand Goods), and all of Chapter 58 (Vehicles for Hire);

(k) *Ordinance dated September 6, 2011*, regarding excavation permits (Attachment "N" to this ordinance), to be used to amend code sections 60-697 et seq., renumbering as necessary to accommodate the addition of a new section 60-701; and

(l) *Ordinance dated December 5, 2011*, regarding the sale and use of consumer fireworks (Attachment "O" to this ordinance), to be used as new code section 20-59 renumbering current section 20-59 as 20-60.



City Council Workshop Information Sheet

City of Auburn

Council Workshop Date: April 16, 2013

Item G

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: State of Maine Budget

Information: A resolve expressing the opposition to provisions included in the recently proposed state budget that would shift the burden of funding state government to the property tax and property taxpayer has been drafted and copies will be provided to members of the Legislature representing the City of Auburn, members of the Appropriations and Taxation Committees, the Governor, the Speaker of the House, the President of the Senate and the Legislative leadership.

Financial: Financial burden to the property tax and property taxpayers.

Action Requested at this Meeting: Discussion

Previous Meetings and History: N/A

Attachments: Draft resolve

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

City of Auburn, Maine

"Maine's City of Opportunity"

Office of the City Manager

RESOLVE,

Expressing the Opposition of the City Council of the City of Auburn to Proposals to Shift the Burden off Funding State Government to the Property Tax and Property Tax Payer.

WHEREAS, the State Administration has submitted a proposed budget for the coming biennium that will shift the funding state government to the property tax by eliminating or significantly modifying longstanding revenue sharing and property tax relief programs; and

WHEREAS, the proposal to suspend municipal revenue sharing would result in a \$2.4 million revenue loss to the City of Auburn and, representing 6.4% of the City's general fund operating budget and \$1.19 on the property tax rate; and

WHEREAS, the proposal to redirect the excise tax on tractor trailers, despite the presence of Maine's largest dry goods port within our City limits, is estimated to reduce City revenue available for road construction by an additional \$300,000 or \$0.14 cents on the tax rate; and

WHEREAS, eliminating the homestead exemption in FY 15 for those under 65 will increase taxes for no longer qualifying residents by \$196 on the net median home value in that year if the City's tax rate remains unchanged, representing a tax increase of over 6.67% for most of those losing the exemption; and

WHEREAS, low and moderate income residents under the age of 65 who now qualify for the state property tax circuit breaker program will no longer qualify for it in the coming budget year; and

WHEREAS, starting in the second year of the biennium, the business equipment tax reimbursement program (BETR), under which businesses are fully reimbursed for property taxes paid on certain business equipment, will be eliminated with most qualifying property transferred to the business equipment tax exemption program (BETE). Under this program, the City will be reimbursed by the State for 60% of the taxes due; and

WHEREAS, the elimination of the business equipment tax reimbursement (BETR) and the modification to the business equipment tax exemption (BETE) will have a significant impact on the City's commercial taxpayers, many of whom make-up the economic engine for the State of Maine, providing jobs and good paying salaries and benefits. The elimination of the BETR program will adversely impact the retail sector, a sector who will not qualify under the BETE

program. Additionally, all businesses within the BETR program will experience an 18 month void in State reimbursement until those businesses qualify for BETE program funds; and

WHEREAS, further staffing and expenditure reductions of the magnitude to remove or mitigate these losses, without financial support to implement shared service or consolidation efforts, would undermine the City's ability to provide local public services;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUBURN, that the City Council hereby expresses its strong opposition to provisions included in the recently proposed state budget that would shift the burden of funding state government to the property tax and property taxpayer. These proposals, even if consolidation efforts were pursued, would lead to an increase in property taxes in Auburn, taxes which often are unrelated to the ability of property owners to pay, or require further service reductions. And while consolidation efforts, even if fully implemented at the start of the new fiscal year, would not be sufficient to replace revenue sharing, the City Council does stand ready to discuss how state incentives could advance those opportunities.,

BE IT FURTHER RESOLVED, that the City Clerk is directed to provide copies of this RESOLVE to the members of the Legislature representing the City of Auburn, members of the Appropriations and Taxation Committees, the Governor, the Speaker of the House, the President of the Senate and the Legislative leadership.



City Council Information Sheet

City of Auburn

Council Meeting Date: April 16, 2013

Subject: Executive Session

Information: Executive Session regarding a personnel matter, pursuant to 1 M.R.S.A. §405(6)(A).

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 Agenda Information Sheet

City of Auburn

Council Meeting Date: April 16, 2013

Order 22-04162013*

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: Request from the Park Ave. Elementary School to place temporary signs for their annual May Fair.

Information: A request was received from Beth Favreau, Parent Volunteer at Park Avenue Elementary School, requesting to place temporary signs for their annual May Fair as they did last year.

Financial: N/A

Action Requested at this Meeting: Consider approval of the request

Previous Meetings and History: Yearly request

Attachments:

Letter of request with sign placements

Illustration of the sign

Ordinance regarding temporary signs

Order 22-04162013

*Agenda items are not limited to these categories.

**City Council
Agenda Information Sheet**

City of Auburn

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

Tuesday, April 9, 2013

To Auburn City Council/ Auburn City Manager,

Park Avenue Elementary School will be holding its annual May Fair and Auction on Saturday, May 11th from 10am-1pm. The event is organized by the school's PTO. Proceeds from this event will go towards funding student enrichment opportunities as well as programs fostering student literacy and math skills, and initiatives to promote family involvement in the school community.

We are asking for permission to place 18" x 24" signs on metal stakes, height of the sign from ground is approximately 36". They will be placed one week prior to the event and picked up the day after. Last year we had a total of 50 signs but plan this year to select fewer locations, closer to the school but still maintain visibility without obstructing other road signs, traffic signs or vision of traffic.

We also have one larger sign that was placed on the corner of Court and Park with the permission of the landowner, Bill Hamilton. (photo is included)

Attached is also a copy of the sign used last year with the date to be changed.

The proposed placement of signs is attached. Businesses and private property owners will be asked permission prior to placement.

Thank you for your time and consideration.

Beth Favreau
Parent Volunteer at Park Avenue Elementary School
(207) 576-1933
beth@fontaineteam.com

Street 1	and	Street 2	50	description	type of property
Washington Ave		Turn Pike Exit Rd	1	under Rt. 100 sign	municipal
Washington Ave	and	Beech Hill Rd	1	median strip by blinking light	municipal
Manley Rd	and	Hotel Rd	1	between 288 & 290 Manley Rd	private prop
Hotel Ave	and	Minot Ave	1	by Tim Horton's plants (Minot Ave side)	business
Minot Ave	and	Court St	1	Androscoggin Bank "hill" by the oval tree	business
Manley Rd	and	Rodman Rd	1	on AVCOG prop, by stop sign	municipal?
Court St	and	Falcon Dr	1	on Court , in front of wooden fence	private prop
Park Ave	and	Court St	1	near sidewalk by turn lane	municipal?
Park Ave		Park Ave Elem. School, south of entrance	1	Park Ave Elem. School, south of entrance	municipal
Park Ave		Park Ave Elem. School, north of entrance	1	Park Ave Elem. School, north of entrance	municipal
Park Ave	and	Lake St	1	by United Methodist sign on lawn	private prop
Minot Ave	and	Elm St	1	under Rt. 100 sign	municipal
Lake St	and	Davis Ave	1	Carter family lawn	private prop
Forest Ave	and	Court St	1	on Robyn Holman's sidewalk lawn strip	private prop
Court St	and	Lake St	1	brick house	private prop

Court St	and	Granite St	1	at corner of Grey apartment bldg.	private prop
Western Ave	and	Auburn Heights	1	by telephone pole and street sign	private prop
Turner St	and	Union Bypass	1	median strip	municipal
High St	and	Minot Ave	1	under Rt. 100 sign	municipal
Academy St	and	High St	1	in gravel next to temp. stones in GF parking lot	municipal
Academy St	and	Main St	1	by steps in GF park	municipal
S. Main St	and	Mill St	1	on Rolly's lawn	business
Cedar St		Just before green bridge	1	by memorial plaque	municipal
Great Falls Plaza Rd	and	Court St	1	median strip on Great Falls Plaza Rd	municipal
Spring St		Hannaford entrance	1	plant/gravel strip of Hannaford's by north entrance	business
Spring St	and	Court St	1	Library corner	municipal
Center St	and	Hampshire St	1	Auburn Housing parking lot corner	municipal?
Railroad St	and	Hannaford entrance	1	sidewalk grass in front of Bank of America	business
Union Bypass	and	Court St	1	CVS garden	business
Union Bypass	and	Court St	1	Denny's grass corner	business
Union Bypass	and	Hampshire St	1	laundry corner grass	business
Center St	and	N. River Rd	1	gas station corner	business
Center St	and	Lake Auburn Ave	1	grassy triangle	municipal
Center St		N north bound before Vet. Mem. Bridge	1	by yellow diamond in median strip	municipal
Center St		South bound before Vet. Mem. Bridge	1	by hospital sign on right	municipal
Turner St		CMMC	1	in front of brick wall	business
Turner St		by Shaw's entrance	1	lawn of Gracelawn opp. Entrance	business
Center St	and	TJ Maxx entrance	1	in middle median of entrance	business
Turner St	and	Gracelawn Ave	1	corner by stop sign	business
Auburn Mall	and	Shaw Entrance Rd	1	grassy triangle in JCP parking lot	business
Turner St Circle - North side		by Lamey Wellehan	1	north side in circle	municipal
Turner St Circle - South side		by Lamey Wellehan	1	south side in circle	municipal
Park Ave		East Auburn Church entrance	1	in planted median of entrance road	business
Mt. Auburn Ave		at Wal-Mart Entrance	1	grassy median strip	municipal
Mt. Auburn Ave	and	Turner St	1	on hill by Starbucks and fence	municipal
Mt. Auburn Ave	and	Park Ave	1	Lutheran Church corner	business
Dennison St	and	Turner St	1	on white house corner	private prop
Gamage Ave	and	Dennison St	1	under cliff by telephone pole	private prop

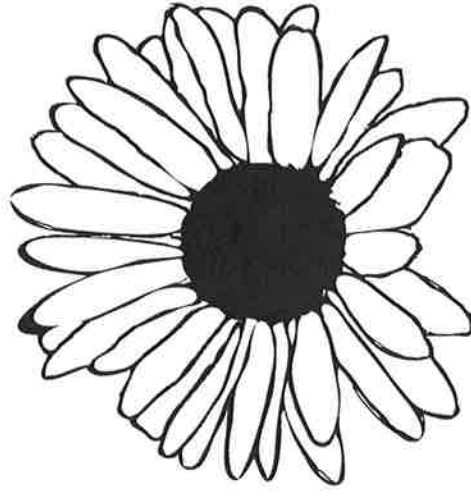
Park Avenue Elementary School's

May Fair *plus*
A Silent & Live Auction

SAT, MAY 19

10am - 1pm

INDOORS at the school



Rain or Shine

Park Ave. Elem. School - 161 Park Ave, Auburn

Park Avenue Elementary School

MAY FAIR

Saturday MAY 19th • 10am-1pm

Crafts • Games • Cake Walk • Bake Sale • Face Painting
Food • Bounce House • Plant Sale • Fun!!

Silent & Live AUCTION

(81 Park Avenue, Auburn)

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 22-04162013

ORDERED, that the Park Avenue Elementary School may place temporary signs for its 2013 annual May Fair event at the locations listed in their letter dated April 9, 2013 (attached) as long as their placement does not affect sight distance for streets or adjacent driveways.

Street 1	and	Street 2	50	description	type of property
Washington Ave		Turn Pike Exit Rd	1	under Rt. 100 sign	municipal
Washington Ave	and	Beech Hill Rd	1	median strip by blinking light	municipal
Manley Rd	and	Hotel Rd	1	between 288 & 290 Manley Rd	private prop
Hotel Ave	and	Minot Ave	1	by Tim Horton's plants (Minot Ave side)	business
Minot Ave	and	Court St	1	Androscoggin Bank "hill" by the oval tree	business
Manley Rd	and	Rodman Rd	1	on AVCOG prop, by stop sign	municipal?
Court St	and	Falcon Dr	1	on Court , in front of wooden fence	private prop
Park Ave	and	Court St	1	near sidewalk by turn lane	municipal?
Park Ave		Park Ave Elem. School, south of entrance	1	Park Ave Elem. School, south of entrance	municipal
Park Ave		Park Ave Elem. School, north of entrance	1	Park Ave Elem. School, north of entrance	municipal
Park Ave	and	Lake St	1	by United Methodist sign on lawn	private prop
Minot Ave	and	Elm St	1	under Rt. 100 sign	municipal
Lake St	and	Davis Ave	1	Carter family lawn	private prop
Forest Ave	and	Court St	1	on Robyn Holman's sidewalk lawn strip	private prop
Court St	and	Lake St	1	brick house	private prop

Court St	and	Granite St	1	at corner of Grey apartment bldg.	private prop
Western Ave	and	Auburn Heights	1	by telephone pole and street sign	private prop
Turner St	and	Union Bypass	1	median strip	municipal
High St	and	Minot Ave	1	under Rt. 100 sign	municipal
Academy St	and	High St	1	in gravel next to temp. stones in GF parking lot	municipal
Academy St	and	Main St	1	by steps in GF park	municipal
S. Main St	and	Mill St	1	on Rolly's lawn	business
Cedar St		Just before green bridge	1	by memorial plaque	municipal
Great Falls Plaza Rd	and	Court St	1	median strip on Great Falls Plaza Rd	municipal
Spring St		Hannaford entrance	1	plant/gravel strip of Hannaford's by north entrance	business
Spring St	and	Court St	1	Library corner	municipal
Center St	and	Hampshire St	1	Auburn Housing parking lot corner	municipal?
Railroad St	and	Hannaford entrance	1	sidewalk grass in front of Bank of America	business
Union Bypass	and	Court St	1	CVS garden	business
Union Bypass	and	Court St	1	Denny's grass corner	business
Union Bypass	and	Hampshire St	1	laundry corner grass	business
Center St	and	N. River Rd	1	gas station corner	business
Center St	and	Lake Auburn Ave	1	grassy triangle	municipal
Center St		N north bound before Vet. Mem. Bridge	1	by yellow diamond in median strip	municipal
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Dennison St	and	Turner St	1	on white house corner	private prop
Gamage Ave	and	Dennison St	1	under cliff by telephone pole	private prop

IN COUNCIL REGULAR MEETING MARCH 18, 2013 VOL. 33 PAGE 102

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. Councilor Young had an excused absence and all other Councilors were present.

I. Consent Items*

Motion was made by Councilor LaFontaine to remove Order 18-03182013 from the consent agenda and added under New Business.

1. **Order 16-03182013*** Appointing of Susan Clements-Dallaire as Registrar of Voters with a term expiration of December 31, 2014.
2. **Order 17-03182013*** Accepting the transfer of Forfeiture Asset (Travis St. Pierre).
3. **Order 18-02192013*** Appointing Board and Committee Members as nominated by the Appointment Committee.

Motion was made by Councilor Crowley and seconded by Councilor LaFontaine. Passage 6-0.

II. Minutes

Motion was made by Councilor LaFontaine and seconded by Councilor Walker to approve minutes of the March 4, 2013 Council Meeting. Passage 6-0.

III. Reports

Mayor's Report – No report.

City Councilors' Reports – Councilors Crowley submitted a written report.

City Manager's Report – City Manager Deschene submitted a written report and reported on a few additional items.

Finance Director, Jill Eastman – February 2013 Monthly Finance Report

Motion was made by Councilor LaFontaine and seconded by Councilor Crowley. Passage 6-0.

IV. Communications, Presentations and Recognitions

- Recognition – The Central Maine Community College Women's Basketball Team

V. Open Session

IN COUNCIL REGULAR MEETING MARCH 18, 2013 VOL. 33 PAGE 103

Bruce Rioux, 85 Mary Carroll Street, Auburn spoke regarding the Water District Appointment.

VI. Unfinished Business - None

VII. New Business

4. **Order 18-02192013** Appointing Board and Committee Members as nominated by the Appointment Committee.

Motion was made by Councilor Lafontaine and seconded by Councilor Walker to postpone this item to the April 1, 2013 meeting. Passage 5-0-1 (Councilor Hayes abstained).

5. **Ordinance 01-03182013** Approving the proposed zoning map amendment in the Blanchard Road area (first reading).

Motion was made by Councilor Crowley and seconded by Councilor Walker to amend the zoning map for the seven lots in the area of Blanchard Road from Low Density Country Residential (LDCR) to Low Density Rural Residential (LDRR) and specifically excluding the farm pursuant to Chapter 60, Article XVII, Division 2 of the Ordinances of the City of Auburn.

Public Comment:

Robert Gagnon, 160 Stone Road, Auburn.

Ray Ouellette, 511 Merrow Road, Auburn (stated that he is also a landowner in the Blanchard Road area).

William Saucier, 145 Blanchard Road, Auburn (stated that he was the initiator of the petition).

Luis Feliciano, Blanchard Road, Auburn.

Passage 6-0.

VIII. Open Session

Joe Gray, Sopers Mill Road, Auburn spoke on the emergency vehicle, the police car that has been in Virginia, bringing things forward/proposals, why we are spending \$35,000 on recreation inventory, minutes to meetings should all be on line, and how the City needs to work on the 3rd objective of Citizen Engagement.

City Manager Deschene addressed most of his questions and comments and will follow up on what has not been addressed.

- IX. **Executive Session** – Discussion regarding a legal matter for negotiations on an economic development issue, pursuant to 1 M.R.S.A. §405 (6)(C).

IN COUNCIL REGULAR MEETING MARCH 18, 2013 VOL. 33 PAGE 104

Motion by Councilor LaFontaine seconded by Councilor Gerry to enter into executive session. Passage 6-0, 7:55 P.M.

The Mayor declare Council out of executive session at 8:25 P.M.

X. Future Agenda/Workshop Items – None

XI. Adjournment

Motion was made by Councilor LaFontaine and seconded by Councilor Shea to adjourn. Passage 6-0, 8:30 P.M.

A True Copy.

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

IN COUNCIL REGULAR MEETING APRIL 1, 2013 VOL. 33 PAGE 105

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. Councilor LaFontaine had an excused absence, all other Councilors were present.

I. Consent Items*

1. **Order 19-04012013*** Accepting the 2013 City Work Plan.
2. **Order 20-04012013*** Appointing Steve Lunt to the Railroad Committee with a term expiration of 4/1/2013.

Motion was made by Councilor Shea and seconded by Councilor Hayes. Passage 6-0.

II. Minutes

Motion was made by Councilor Crowley and seconded by Councilor Shea to postpone the approval of the minutes until the City Clerk is able to research a question (regarding Ordinance 01-03182013, the proposed zoning map amendment in the Blanchard Road area). Passage 6-0.

III. Reports

Mayor's Report – The Mayor presented the City Council with a gift from Fire Chief Roma (a challenge coin). Mayor LaBonté also provided the Council with a few memo's, one being a letter from the Museum L/A with a request for \$42,500 for the next 3 fiscal years, and one regarding a letter received from Councilor Crowley from the LAEGC (Lewiston-Auburn Economic Growth Council).

Committee Reports-Councilors Crowley and Young Hayes reported.

City Councilors' Reports – Councilor Crowley submitted a written report.

City Manager's Report – City Manager Deschene submitted a written report and also mentioned a slight change to the condemnation noted on his report.

IV. Communications, Presentations and Recognitions

- Proclamation – Donate Life Month
- State Budget Presentation by Senator John Cleveland
- Maine French Heritage Language Program in Auburn - Doris Bonneau of the Franco American Heritage Center

- V. **Open Session** – Eric Brackey, New Gloucester and is participating in the Y-Not Scavenger Hunt for the Young Professionals of Lewiston and Auburn (YPLA).

VI. Unfinished Business

IN COUNCIL REGULAR MEETING APRIL 1, 2013 VOL. 33 PAGE 106

1. Ordinance 01-03182013

Approving the proposed zoning map amendment in the Blanchard Road area (public hearing, second and final reading).

Motion by Councilor Shea and seconded by Councilor Walker to approve what was read into the record and adopted at the 3/18/2013 meeting.

Motion was made by Councilor Shea and seconded by Councilor Walker to amend that motion to include the areas listed in the ordinance;

96 Blanchard Road, Parcel ID 345-016
120 Blanchard Road, Parcel ID 345-017
Blanchard Road lot, Parcel ID 345-002
170 Blanchard Road, Parcel ID 345-018
48 Hathaway Road, Parcel ID 345-032-001
145 Blanchard Road, Parcel ID 345-023
117 Blanchard Road, Parcel ID 345-024
2527 Turner Road, Parcel ID 345-025

Councilor Shea commented that earlier in the process of this zoning change the Council talked about Options A & B and some thought they were voting on Option A, which is not what was read in the motion, hence the amendment tonight.

Public hearing -- no one from the public spoke
Passage of the amendment 6-0.
Passage of the motion as amended 6-0.

2. Order 18-03182013

Appointing Board and Committee Members as nominated by the Appointment Committee.

This item was taken out of order at the end of New Business.

VII. New Business

3. Public Hearing -- Community Development Program, FY2014.

- Sofia Carson, also a student at Walton Elementary School commented on the Walton School playground being broken and old.
- Diana Carson, Sofia's mom spoke about the playground at Walton and would like the City to use some of the funds designated to the curb appeal project to be used to fund the Walton School playground.

IN COUNCIL REGULAR MEETING APRIL 1, 2013 VOL. 33 PAGE 107

- Jane Morrison, 46 Lake Street, Auburn and also the Executive Director of Safe Voices commented on the reduction of funds given to Safe Voices. Initially when the program started the city gave \$11,000, then it went down to \$8,000 and now it is at \$3,000. They provide \$94,000 in services to Auburn and some of the smaller towns are more generous. She said she would like to see the amount increased.
- Dr. Erica Lovett Fournier, whose son is a student at Walton Elementary School. She also commented about the Walton playground and would like to see a safe place for kids to play. She also spoke about pediatric obesity and the need to help kids to be active. She said she also agrees with taking some of the funding from the Curb Appeal budget to help fund the Walton playground.
- Betsy Sawyer Manter, the Executive Director of Seniors Plus requested resources for the meals on wheels program. There are 39 people in Auburn getting meals, 16 are on a waiting list. She appreciates the funding.
- Melissa Metivier, South Witham Road, Auburn and President of the PTO at Walton. She submitted pictures of the Walton playground to the Clerk. She would like to see the city help to fund the Walton playground as well commenting that there were 320 kids at the school that this impacts.
- Joe Fournier, 68 Gill Street, Auburn also supports the Walton playground commenting that every year there is less and less here in Auburn to offer people. He would like us to move money around to help fund the Walton playground and thought we might be able to take from the Curb Appeal program funds.
- Craig Philips, Tedford Housing commented that the city funding has helped provide affordable housing for 6 adults that were homeless.
- Sharon Philbrick Bergeron, Finance Director of Head Start asked that the Public Service Budget be restored to last years.

4. Order 21-04012013

Approving the Charitable Organization Event Support Policy.

Motion was made by Councilor Gerry for discussion purposes only and seconded by Councilor Shea.

Motion was made by Councilor Crowley and seconded by Councilor Young to postpone this item to a future meeting. Passage 5-1 (Councilor Shea opposed).

5. Ordinance 02-04012013

Approving the ordinance to reincorporate four ordinances that were omitted during the re-codification of the City's Code of Ordinances adopted on February 22, 2011.

Motion was made by Councilor Shea and seconded by Councilor Gerry.
Public comment – no one from the public spoke.
Passage 6-0.

6. Ordinance 03-04012013

Approving the ordinance correcting section numbers in ordinances adopted during the pendency of the re-codification of the City's Code of Ordinances adopted on February 22, 2011.

Motion was made by Councilor Shea and seconded by Councilor Young.

Motion was made by Councilor Gerry and seconded by Councilor Hayes to postpone to a later date. Passage 5-1 (Councilor Shea opposed).

7. Order 18-03182013

Appointing Board and Committee Members as nominated by the Appointment Committee.

Motion by Councilor Shea and seconded by Councilor Young.

Motion by Councilor Hayes and seconded by Councilor Crowley to remove the Water District Board nominations for further reconsideration.

Passage of the amendment 4-3 (there was a tie vote with Councilors Gerry, Young, and Shea opposed, and in accordance the City Charter, Article III, Section 3.3 the Mayor voted to break the tie vote).

Public comment – no one from the public spoke, passage of the order as amended 6-0.

VIII. Executive Session

Motion was made by Councilor Hayes and seconded by Councilor Walker to suspend the rules and add an executive session on a personnel matter. Passage 5-1, (Councilor Shea opposed).

Motion was made by Councilor Young and seconded by Councilor Walker to enter into executive session regarding a personnel matter, pursuant to 1 M.R.S.A. §405(6)(A). Passage 5-1 (Councilor Shea opposed), 9:29 P.M.

The Mayor declared Council out of executive session at 9:42 P.M.

Discussion regarding an economic development real estate matter, pursuant to 1 M.R.S.A. §405(6)(C). This executive session was moved to a future meeting.

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

IN COUNCIL REGULAR MEETING APRIL 1, 2013 VOL. 33 PAGE 109

X. Future Agenda/Workshop Items - None

XI. Adjournment

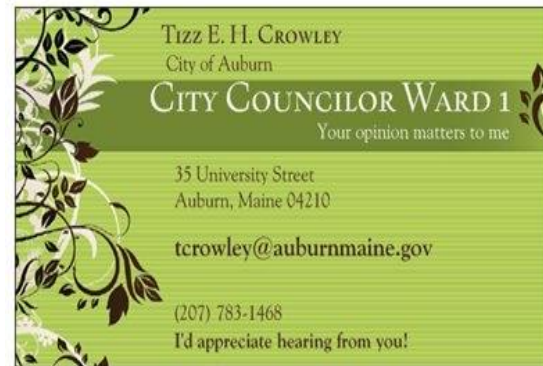
Motion was made by Councilor Crowley and seconded by Councilor Walker to adjourn.
Passage 5-0 (Councilor Shea was not present for this vote), 9:46 P.M.

A True Copy.

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

Auburn Ward 1 Report for Meeting Tuesday 2013.04.16

Prepared: Wednesday 2013.04.10
TO: Residents of Auburn and the Auburn City Council
FROM: Tizz E. H. Crowley- Auburn City Council Ward 1



“Thank you”- to Dr. Tammie Willoughby and the many Auburn residents who went to Augusta to testify in support of changes for Route 4- particularly to address the dangers. I would encourage Auburn citizens to write to the members of the Joint Committee on Transportation. They are clearly swayed by the Maine Turnpike Authority and the Maine Dept of Transportation staff. We all know there are limited funds, but lives should have a higher priority than the committee members recognized. Senator John Cleveland and Representative Michael Beaulieu spoke in support to the Committee. Representative Wayne Werts serves on the Committee.



Thank you to all the Auburn businesses that participated in last night's (Tuesday, April 9th) Chili and Chowder Scholarship event. I haven't heard the winner listings yet, but Auburn companies were awesome. I hope to share photos of **Rolly's Diner's** display. It was entirely edible and so detailed. I thought the tiny birds were ready to take flight. Of course I eat Rolly's Haddock Chowder any opportunity presented to me. The **Fire House Grille's** chili was delicious and doing well among the competitors. **Odd Fellow Home of Maine**, located here in Auburn, was the only non-restaurant entry, so I was rooting for them. The **Hilton Garden Inn's** Sweet Potato and Corn Chowder was exceptional- I didn't know I even like sweet potatoes. The **Village Inn** had the best dressed crew serving exceptional seafood chowder- every sample included fish, scallops, shrimp and lobster. I'd recommend Auburn residents spend the next month visiting each of these local eateries and taste the chili and chowder for yourself... you decide your own winner.

Dates to watch-

Saturday **April 20 - The Annual Community Recycle Day** will be held on at the Auburn branch of Community Credit Union (behind Stratham Tire/Club Texas from 9-1pm. See poster at the end of my report for items accepted for recycling.

Monday **April 22nd** and every Monday- **Think LOCAL!** Community Networking is an organization open to all, dedicated to helping local individuals and small businesses grow through effective networking and relationship building, while supporting local non-profit organizations. Our focus is building relationships. People buy from people they know & trust. The meetings have inspirational, educational, and motivational presentation. It's an easy place

to get referrals and be part of the great local networking around – FREE & non-exclusive. Open to visitors and the public. The group meets in Auburn on Mondays for Lunch 11:45am Gritty McDuff's, 68 Main Street, Auburn. You're out by 1pm, so the meetings fit into a lunch hour.

Tuesday, **April 23rd** will be a **public information session** updating the community on the **Route 4** concerns. The City of Auburn, in coordination with staff from the Androscoggin Transportation Resource Center (ATRC) and the Maine Department of Transportation (MaineDOT), has scheduled a follow-up public information session to discuss concerns and potential improvements for the Route 4 corridor, from Joline Drive to the Turner Town Line. The meeting will be at City Hall from 6pm-8pm. The public is encouraged to attend and participate.

Saturday and Sunday, **April 27th-28th** **The Woman's Literary Union** "Over the Rainbow Tea" will provide a wonderful afternoon of fun for ladies young and old... Mother-Daughter-Doll. Space is limited and several seatings have already sold out. <http://www.womansliteraryunion.org/blog/tea2013>



Saturday **April 27th** – from 10am-2pm Free **Medicine Disposal Day** is scheduled in Auburn at **Bedard Pharmacy**, 359 Minot Avenue. Bring your expired, unused, and unwanted medicines. See information sheet at the end of this report.

Tuesday, **April 30th** has been a tentative date for the next **Joint City Council workshop** with Lewiston and Auburn councils. The meeting will start at 5:30pm at Lewiston City Hal.

Visiting Hours- Visiting hours will be held at the Auburn Public Library **Thursday, April 25th** from 5-7pm and on **Tuesday, May 14th** from 2-4pm and on. This is an excellent opportunity to come and share your advice and concerns regarding city matters such as the budget and summer services. Remember, I hold visiting hours every month- the 2nd Tuesday and 4th Thursday. I do apologize for the late notice that I had to cancel Tuesday April 9th hours, but I was with Auburn residents testifying in Augusta to support safety changes on Route 4th.

There will be other opportunities for Auburn residents to come attend **Listening Sessions** on the city budget. I am working with the Manager and Councilor Walker to schedule locations throughout the community, on various days and times. We want to hear residents' suggestions regarding the budget. These Listening Sessions will provide the opportunity to offer constructive suggestions on how we spend our money. As a Councilor, I find it difficult to be told "don't increase my taxes" or "cut expenses" and not be given directions on what to change. The Council needs to know what residents require and what is valued, as well as, what you are willing to live without if you don't want to increase revenue. Watch for the listening session times and locations. Come and speak. You can also email the Council and the City Manager with ideas. No email access... no problem. Call the Manager (333-6600 ext 1212) and leave your information.

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:

The Homestead exemption, which if eliminated by the State, will have a significant tax impact on Auburn homeowners under the age of 65, would result in a at least a 6.8 % tax increase on the average family home in Auburn. One constituent thought this would generate more monies to the City of Auburn. As to the "windfall" there none. Per the City Manager: "The City sets the amount of money it needs and raises. The Homestead exemption reduces the amount a homeowner pays and shifts that burden onto all other properties to make up the difference. If the exemption is cancelled the benefit is lost to the homeowner but gained back by the other properties. So the City sees no additional money. The State does pay half of the exemption (depending on year, they have a history of playing with the reimbursement) but this is all calculated before determining the tax bill so the reimbursement is a shared savings to taxpayers, not a "windfall" to the City. "

Dog Park- There is strong community interest in the possibility of a Dog Park in Auburn. I received a call from a constituent and I explained this has been a subject of discussion at the Parks & Recreation Advisory Board for more than a year. It has not moved forward, so I encouraged the resident to attend the P&R Advisory Board meeting. Unfortunately, the P&R Advisory Board meeting has been canceled again. There should be another meeting in late May. For all Auburn residents interested in having a dog park in Auburn, please email me and the city manager (cdeschene@auburnmaine.gov) or call the City Manager at 333-6600 ext 1212. Please also volunteer to help with the project. This project will not moved forward unless citizens become engaged.

A New High School- I did attend the School Committee meeting last week when the group voted to request a new high school. This project will come before the City Council. There is a lot of information and financial data needed before an informed vote can be taken. I share the concern of every constituent who called me. The impact on the tax payers must be a prime focus as we take action. I encourage all Auburn residents to email, come and talk at open sessions, become engaged and help us find a reasonable solution to the needs of our students. At this time, I do not have an answer, just lots of questions.

April is also **National Stress Awareness Month**. The concept of job stress is often confused with *challenge*, but these concepts are not the same. Challenge energizes us psychologically and physically, and it motivates us to learn new skills and master our jobs. When a challenge is met, we feel relaxed and satisfied. But when the challenge has not been met, it turns into job demands that cannot be met. Relaxation has turned to exhaustion, and a sense of satisfaction has turned into feelings of stress. In short, the stage is set for illness, injury, and job failure.

During the month of April, health care professionals and health promotion experts across the country will annually join forces to increase public awareness about both the causes and cures for our modern stress epidemic. Sponsored by The Health Resource Network (HRN), a non-

profit health education organization, **Stress Awareness Month** is a national, cooperative effort to inform people about the dangers of stress, successful coping strategies, and harmful misconceptions about stress that are prevalent in our society.

One technique to cope with stress... exercise. Exercise is not only good for your physical health, it also releases pent up frustrations, relaxes your muscles, decreases stress hormones, and helps you sleep better. Come and enjoy a walk by Lake Auburn, or to the library, or enjoy the Riverwalk downtown, Auburn has many locations to get outdoors.

In closing, I would like to say "Kalo Pashcha!" or "Beautiful Easter (to you)!" as my Greek friends celebrate Easter on Sunday May 5th.

Attachments:

Recycling Poster

Medicine Take Back Poster

MANAGER'S REPORT

April 16, 2013

NATURAL GAS INSTALLATION IN CITY FACILITIES

The City received notice that Unitil Gas Services will install natural gas at no cost at 3 sites. They are as follows:

- Site 1 – Public Works Garage at 296 Gracelawn Rd. – 1 meter, 400 foot of 2" gas service, 5,000,000 BTU/Hr total gas load, Estimated annual gas consumption of 24,024 CCF AND Maximum delivery pressure 2 PSI
- Site 2 – Hasty Gym/Ingersol Arena- 48 Pettengil Rd. - 3 meters, 800 foot gas main extension plus 3 gas services (45' service, 65' service and a 25' service), 3,825,000 BTU/Hr total gas load, Estimated annual gas consumption of 30,164 CCF, Maximum delivery pressure 2 PSI
- Site 3 – Central Fire Station- 550 Minot Ave.- 1 meter, 700 foot gas main extension plus a 250 foot 1 1/4" gas service, 5,414,000 BTU/Hr total gas load, Estimated annual gas consumption of 12,347 CCF, Maximum delivery pressure 2 PSI

ROUTE 4 PUBLIC INFORMATION SESSION

Reminder- there is a public information session scheduled for Tuesday, April 23rd @ 6:00 p.m. The public is invited to attend. We have sent out reminders to our local delegation, City Council Members, MDOT/ATRC personnel, Public Safety Officials, Registered E-Alert Users, etc. We hope to continue dialogue with citizens and officials to bring a solution that meets the safety of our residents and visitors.

New Auburn Transportation Study

ATRC (Androscoggin Transportation Research Center) has awarded a contract to TYLIN International of Falmouth, Maine to provide transportation engineering and planning services to develop an integrated transportation and land use plan for the New Auburn village. Interested citizens should contact Dan Goyette, City Engineer @ dgoyette@auburnmaine.gov or 333-6600 ext. 1134 for further details about meeting dates and locations. TYLIN plans to hold their first public meeting in mid April, 2nd meeting in late May and 3rd and final meeting in June. Citizens interested to serve on an advisory board to help gauge public input in this process should contact Dan Goyette at the email address above.

Auburn Citizen of The Year

Auburn Business Association has named former State Senator Olympia Snowe as their 2012 Auburn Citizen of the Year! Auburn Business Association will be honoring Senator Snowe with this recognition

on May 30th at the Lewiston Ramada Inn. Once we receive more details I will forward that information onto you so you can all attend this event in Lewiston!

CEI HOUSING PROJECT- 3 ACADEMY ST

CEI had a ribbon cutting on April 12th to showcase their new properties on 3 Academy Street. Properties are now available to the public from \$111,000 to 114,000. All properties are furnished with energy efficient materials. Funds were used from CDBG, HUD, CEI and DECD.

CDBG SETTLEMENT ON LIENED PROPERTY

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BUDGET FY15

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between the sidewalk and street. The abutting property owner is subject to the right of the City to cut and prune trees which present a danger to passing traffic and passersby. The Forest Board's ordinance would provide a legal basis for the City to cut and prune these trees and otherwise maintain them whether or not public safety is in jeopardy.

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Free Medicine Disposal Day

Saturday, April 27th 10:00 am - 2:00 pm

Farwell Elementary School
110 Farwell Street, Lewiston

Bedard Pharmacy
359 Minot Ave, Auburn

Drive-Thru and drop off your medicines without leaving your vehicle!

Bring your expired, unused, and unwanted medicines including:

- ✓ Prescriptions
- ✓ Over-the-counter
- ✓ Veterinary medications
- ✓ Vitamins
- ✓ Homeopathic treatments

We can't take:
needles/syringes
electronic equipment
items containing mercury



For More Information:

Healthy Androscoggin -- 795-2120

Androscoggin Valley
Council of Governments --783-9186

Thank you to our sponsors!



A Local Healthy Maine Partnership



Partners in Prevention:



Protect the environment ✓

Prevent youth drug abuse ✓

Protect the elderly from drug thefts ✓

COMMUNITY RECYCLE DAY

Saturday, April 20, 2013

9am-1pm

In the Parking Lot Next to Community Credit Union
40 Stanley Street, Auburn
(Just off Center Street, behind Stratham Tire)



DROP OFF THE FOLLOWING ITEMS TO BE RECYCLED

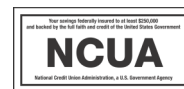
- Televisions
- CPUs
- Monitors
- Printers
- Laptops
- Digital Cameras
- Game Systems
- Microwaves
- Tires (no rims) - limit of 3 per donor, 16" or smaller
- Cell Phones
- Eye Glasses
- Printer Cartridges
- Documents to be Shredded
- Batteries

For a complete list of items, log onto www.communitycreditunion.com

*We reserve the right to refuse any items for recycling. Subject to change without notice.



Community Credit Union



MANAGER'S REPORT

April 16, 2013

NATURAL GAS INSTALLATION IN CITY FACILITIES

The City received notice that Unitil Gas Services will install natural gas at no cost at 3 sites. They are as follows:

- Site 1 – Public Works Garage at 296 Gracelawn Rd. – 1 meter, 400 foot of 2" gas service, 5,000,000 BTU/Hr total gas load, Estimated annual gas consumption of 24,024 CCF AND Maximum delivery pressure 2 PSI
- Site 2 – Hasty Gym/Ingersol Arena- 48 Pettengil Rd. - 3 meters, 800 foot gas main extension plus 3 gas services (45' service, 65' service and a 25' service), 3,825,000 BTU/Hr total gas load, Estimated annual gas consumption of 30,164 CCF, Maximum delivery pressure 2 PSI
- Site 3 – Central Fire Station- 550 Minot Ave.- 1 meter, 700 foot gas main extension plus a 250 foot 1 1/4" gas service, 5,414,000 BTU/Hr total gas load, Estimated annual gas consumption of 12,347 CCF, Maximum delivery pressure 2 PSI

ROUTE 4 PUBLIC INFORMATION SESSION

Reminder- there is a public information session scheduled for Tuesday, April 23rd @ 6:00 p.m. The public is invited to attend. We have sent out reminders to our local delegation, City Council Members, MDOT/ATRC personnel, Public Safety Officials, Registered E-Alert Users, etc. We hope to continue dialogue with citizens and officials to bring a solution that meets the safety of our residents and visitors.

New Auburn Transportation Study

ATRC (Androscoggin Transportation Research Center) has awarded a contract to TYLIN International of Falmouth, Maine to provide transportation engineering and planning services to develop an integrated transportation and land use plan for the New Auburn village. Interested citizens should contact Dan Goyette, City Engineer @ dgoyette@auburnmaine.gov or 333-6600 ext. 1134 for further details about meeting dates and locations. TYLIN plans to hold their first public meeting in mid April, 2nd meeting in late May and 3rd and final meeting in June. Citizens interested to serve on an advisory board to help gauge public input in this process should contact Dan Goyette at the email address above.

Auburn Citizen of The Year

Auburn Business Association has named former State Senator Olympia Snowe as their 2012 Auburn Citizen of the Year! Auburn Business Association will be honoring Senator Snowe with this recognition

on May 30th at the Lewiston Ramada Inn. Once we receive more details I will forward that information onto you so you can all attend this event in Lewiston!

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City of Auburn, Maine

"Maine's City of Opportunity"

Financial Services



TO: Clinton Deschene, City Manager

FROM: Jill Eastman, Finance Director

REF: March 2013 Financial Report

DATE: April 9, 2013

The following is a discussion regarding the significant variances found in the City's February 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 ninth month of the current fiscal year. As a guideline for tracking purposes, revenues and expenditures should amount to approximately 75.0% 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 March 31st were \$57,917,737, or 80.51%, of the budget, which is less than the same period last year by 2.02%. The accounts listed below are noteworthy.

- A. March 15th the second installment for real estate taxes are due. The City collected \$11,528,558 in the month of March of which \$2,058,529 was collected on tax day.
- B. Excise tax for the month of March is at 74.12%. This is a \$52,516 increase from FY 12. Our excise revenues for FY13 are .88% below projections as of March 31, 2013. I believe that we will be right on target at the end of the fiscal year.
- C. State Revenue Sharing for the month of March is 72.51% or \$1,740,277. The city received \$79,990 this month compared to \$98,416 FY12, \$102,890 FY11, \$107,280 FY10, \$102,941 FY09 and \$136,735 FY08. This is 18.7% decrease from this March to last March.

CITY OF AUBURN, MAINE
BALANCE SHEET - CITY GENERAL FUND, WC AND UNEMPLOYMENT FUND (NOT INCLUDING SCHOOL)
AS of March 2013, February 2013, and June 2012

	UNAUDITED March 31 2013	UNAUDITED Feb 28 2013	Increase (Decrease)	AUDITED JUNE 30 2012
ASSETS				
CASH	\$ 31,662,907	\$ 21,592,484	\$ 10,070,423	\$ 15,074,324
RECEIVABLES			-	
ACCOUNTS RECEIVABLES	669,138	640,546	28,592	1,218,554
TAXES RECEIVABLE-CURRENT	3,250,845	14,764,644	(11,513,799)	107,929
DELINQUENT TAXES	546,232	547,565	(1,333)	486,160
TAX LIENS	572,054	610,638	(38,584)	1,415,461
NET DUE TO/FROM OTHER FUNDS	11,173,782	11,666,028	(492,246)	470,312
TOTAL ASSETS	\$ 47,874,959	\$ 49,821,905	\$ (1,946,946)	\$ 18,772,740
LIABILITIES & FUND BALANCES				
ACCOUNTS PAYABLE	\$ (745,671)	\$ (731,820)	\$ (13,851)	\$ (670,227)
PAYROLL LIABILITIES	5,476	(13,219)	18,695	(501)
ACCRUED PAYROLL	9,914	9,914	0	(2,274,075)
STATE FEES PAYABLE	(34,350)	(36,435)	2,085	-
ESCROWED AMOUNTS	(41,865)	(41,865)	(0)	(41,865)
DEFERRED REVENUE	(4,189,306)	(15,743,021)	11,553,715	(1,822,839)
TOTAL LIABILITIES	\$ (4,995,802)	\$ (16,556,446)	\$ 11,560,644	\$ (4,809,507)
FUND BALANCE - UNASSIGNED	\$ (42,093,450)	\$ (32,479,752)	\$ (9,613,698)	\$ (12,378,441)
FUND BALANCE - RESTRICTED FOR WORKERS COMP & UNEMPLOYMENT	776,017	776,017	-	684,766
FUND BALANCE - RESTRICTED	(1,561,724)	(1,561,724)	-	(2,269,558)
TOTAL FUND BALANCE	\$ (42,879,157)	\$ (33,265,459)	\$ (9,613,698)	\$ (13,963,233)
TOTAL LIABILITIES AND FUND BALANCE	\$ (47,874,959)	\$ (49,821,905)	\$ 1,946,946	\$ (18,772,740)

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

REVENUE SOURCE	FY 2013 BUDGET	ACTUAL REVENUES THRU MAR 2013	% OF BUDGET	FY 2012 BUDGET	ACTUAL REVENUES THRU MAR 2012	% OF BUDGET	VARIANCE
TAXES							
PROPERTY TAX REVENUE-	\$ 42,121,141	\$ 37,470,289	88.96%	\$ 41,053,952	\$ 37,629,388	91.66%	\$ (159,099)
PRIOR YEAR REVENUE	\$ -	\$ 852,047		\$ -	\$ 804,116		\$ 47,931
HOMESTEAD EXEMPTION REIMBURSEMENT	\$ 514,584	\$ 377,311	73.32%	\$ 488,573	\$ 369,692	75.67%	\$ 7,619
ALLOWANCE FOR ABATEMENT	\$ -	\$ -		\$ -	\$ -		\$ -
ALLOWANCE FOR UNCOLLECTIBLE TAXES	\$ -	\$ -		\$ -	\$ -		\$ -
EXCISE	\$ 3,018,500	\$ 2,237,265	74.12%	\$ 2,719,000	\$ 2,184,749	80.35%	\$ 52,516
PENALTIES & INTEREST	\$ 140,000	\$ 103,888	74.21%	\$ 140,000	\$ 99,642	71.17%	\$ 4,246
TOTAL TAXES	\$ 45,794,225	\$ 41,040,800	89.62%	\$ 44,401,525	\$ 41,087,587	92.54%	\$ (46,787)
LICENSES AND PERMITS							
BUSINESS	\$ 39,900	\$ 47,450	118.92%	\$ 30,000	\$ 47,786	159.29%	\$ (336)
NON-BUSINESS	\$ 260,700	\$ 277,111	106.29%	\$ 268,400	\$ 229,640	85.56%	\$ 47,471
TOTAL LICENSES	\$ 300,600	\$ 324,561	107.97%	\$ 298,400	\$ 277,426	92.97%	\$ 47,135
INTERGOVERNMENTAL ASSISTANCE							
STATE-LOCAL ROAD ASSISTANCE	\$ 378,000	\$ 342,034	90.49%	\$ 378,000	\$ 346,048	91.55%	\$ (4,014)
STATE REVENUE SHARING	\$ 2,400,000	\$ 1,740,277	72.51%	\$ 2,400,000	\$ 1,771,243	73.80%	\$ (30,966)
WELFARE REIMBURSEMENT	\$ 53,083	\$ 50,447	95.04%	\$ 44,955	\$ 36,206	80.54%	\$ 14,241
OTHER STATE AID	\$ 21,000	\$ 20,742	98.77%	\$ 20,000	\$ 22,615	113.08%	\$ (1,873)
FEMA REIMBURSEMENT	\$ -	\$ -		\$ -	\$ -		\$ -
CITY OF LEWISTON	\$ 158,362	\$ -	0.00%	\$ 158,362	\$ (3,698)	-2.34%	\$ 3,698
TOTAL INTERGOVERNMENTAL ASSISTANCE	\$ 3,010,445	\$ 2,153,500	71.53%	\$ 3,001,317	\$ 2,172,414	72.38%	\$ (18,914)
CHARGE FOR SERVICES							
GENERAL GOVERNMENT	\$ 130,955	\$ 104,154	79.53%	\$ 135,090	\$ 102,051	75.54%	\$ 2,103
PUBLIC SAFETY	\$ 263,102	\$ 103,046	39.17%	\$ 206,545	\$ 64,870	31.41%	\$ 38,176
EMS TRANSPORT	\$ -	\$ -		\$ -	\$ -		\$ -
EMS AGREEMENT	\$ 100,000	\$ 66,667	66.67%	\$ 100,000	\$ 69,400	69.40%	\$ (2,733)
TOTAL CHARGE FOR SERVICES	\$ 494,057	\$ 273,867	55.43%	\$ 441,635	\$ 236,321	53.51%	\$ 37,546
FINES							
PARKING TICKETS & MISC FINES	\$ 45,000	\$ 21,789	48.42%	\$ 55,000	\$ 27,408	49.83%	\$ (5,619)
MISCELLANEOUS							
INVESTMENT INCOME	\$ 30,000	\$ 13,871	46.24%	\$ 60,000	\$ 43,121	71.87%	\$ (29,250)
INTEREST-BOND PROCEEDS	\$ 2,000	\$ -	0.00%	\$ 2,000	\$ -	0.00%	\$ -
RENTS	\$ 122,000	\$ 122,027	100.02%	\$ 122,000	\$ 121,827	99.86%	\$ 200
UNCLASSIFIED	\$ 5,150	\$ 45,013	874.04%	\$ 7,340	\$ 14,907	203.09%	\$ 30,106
SALE OF RECYCLABLES	\$ -	\$ -		\$ -	\$ 15,097		\$ (15,097)
COMMERCIAL SOLID WASTE FEES	\$ -	\$ 42,622		\$ -	\$ 30,131		\$ 12,491
SALE OF PROPERTY	\$ 20,000	\$ 16,694	83.47%	\$ 20,000	\$ 2,255	11.28%	\$ 14,439
RECREATION PROGRAMS/ARENA	\$ 43,275	\$ -	0.00%	\$ 33,275	\$ 393	1.18%	\$ (393)
MMWAC HOST FEES	\$ 197,400	\$ 151,430	76.71%	\$ 197,400	\$ 150,156	76.07%	\$ 1,274
9-1-1 DEBT SERVICE REIMBURSEMENT	\$ -	\$ (20)		\$ 98,318	\$ -	0.00%	\$ (20)
TRANSFER IN: TIF	\$ 324,212	\$ 324,212	100.00%	\$ 324,212	\$ -	0.00%	\$ 324,212
ENERGY EFFICIENCY	\$ 2,000	\$ 1,233	61.63%	\$ 2,600	\$ 921	35.42%	\$ 312
CDBG	\$ 8,000	\$ 1,334	16.68%	\$ 8,000	\$ 6,003	75.04%	\$ (4,669)
UTILITY REIMBURSEMENT	\$ 37,500	\$ 23,083	61.55%	\$ 37,500	\$ 21,638	57.70%	\$ 1,445
CITY FUND BALANCE CONTRIBUTION	\$ 1,350,000	\$ -	0.00%	\$ 1,050,000	\$ -	0.00%	\$ -
TOTAL MISCELLANEOUS	\$ 2,141,537	\$ 741,499	34.62%	\$ 1,962,645	\$ 406,449	20.71%	\$ 335,050
TOTAL GENERAL FUND REVENUES	\$ 51,785,864	\$ 44,556,016	86.04%	\$ 50,160,522	\$ 44,207,605	88.13%	\$ 348,411
SCHOOL REVENUES							
EDUCATION SUBSIDY	\$ 17,942,071	\$ 12,879,973	71.79%	\$ 17,942,071	\$ 12,898,529	71.89%	\$ (18,556)
EDUCATION	\$ 1,358,724	\$ 481,748	35.46%	\$ 1,358,724	\$ 925,249	68.10%	\$ (443,501)
SCHOOL FUND BALANCE CONTRIBUTION	\$ 855,251	\$ -	0.00%	\$ 855,251	\$ -	0.00%	\$ -
TOTAL SCHOOL	\$ 20,156,046	\$ 13,361,721	66.29%	\$ 20,156,046	\$ 13,823,778	68.58%	\$ (462,057)
GRAND TOTAL REVENUES	\$ 71,941,910	\$ 57,917,737	80.51%	\$ 70,316,568	\$ 58,031,383	82.53%	\$ (113,646)

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

DEPARTMENT	FY 2013 REVISED BUDGET	Unaudited EXP THRU MAR 2013	% OF BUDGET	FY 2012 BUDGET	Unaudited EXP THRU MAR 2012	% OF BUDGET	VARIANCE
ADMINISTRATION							
MAYOR AND COUNCIL	\$ 99,690	\$ 96,247	96.55%	\$ 99,690	\$ 94,325	94.62%	\$ 1,922
CITY MANAGER	\$ 343,296	\$ 200,192	58.31%	\$ 280,915	\$ 277,986	98.96%	\$ (77,794)
ASSESSING SERVICES	\$ 183,801	\$ 122,952	66.89%	\$ 188,906	\$ 135,499	71.73%	\$ (12,547)
CITY CLERK	\$ 150,676	\$ 99,641	66.13%	\$ 137,422	\$ 107,699	78.37%	\$ (8,058)
FINANCIAL SERVICES	\$ 419,539	\$ 296,745	70.73%	\$ 365,023	\$ 294,694	80.73%	\$ 2,051
HUMAN RESOURCES	\$ 137,836	\$ 95,626	69.38%	\$ 137,363	\$ 95,839	69.77%	\$ (213)
INFORMATION COMMUNICATION TECHNOLOGY	\$ 386,632	\$ 271,750	70.29%	\$ 361,058	\$ 298,422	82.65%	\$ (26,672)
LEGAL SERVICES	\$ 85,000	\$ 23,834	28.04%	\$ 84,284	\$ 62,389	74.02%	\$ (38,555)
CUSTOMER SERVICE	\$ -	\$ -		\$ 2,428	\$ 1,501	61.82%	\$ (1,501)
TOTAL ADMINISTRATION	\$ 1,806,470	\$ 1,206,987	66.81%	\$ 1,657,089	\$ 1,368,354	82.58%	\$ (161,367)
COMMUNITY SERVICES							
ENGINEERING	\$ 320,370	\$ 222,019	69.30%	\$ 293,612	\$ 219,471	74.75%	\$ 2,548
COMMUNITY PROGRAMS	\$ 14,050	\$ 10,850	77.22%	\$ 12,650	\$ 11,200	88.54%	\$ (350)
PLANNING & PERMITTING	\$ 776,532	\$ 522,007	67.22%	\$ 727,756	\$ 515,386	70.82%	\$ 6,621
PARKS AND RECREATION	\$ 602,191	\$ 418,478	69.49%	\$ 615,858	\$ 369,162	59.94%	\$ 49,316
HEALTH & SOCIAL SERVICES	\$ 176,567	\$ 170,421	96.52%	\$ 153,811	\$ 116,891	76.00%	\$ 53,530
PUBLIC LIBRARY	\$ 968,292	\$ 726,219	75.00%	\$ 929,407	\$ 697,055	75.00%	\$ 29,164
TOTAL COMMUNITY SERVICES	\$ 2,858,002	\$ 2,069,994	72.43%	\$ 2,733,094	\$ 1,929,165	70.59%	\$ 140,829
FISCAL SERVICES							
DEBT SERVICE	\$ 6,682,797	\$ 6,518,784	97.55%	\$ 6,810,550	\$ 6,978,153	102.46%	\$ (459,369)
PROPERTY	\$ 699,114	\$ 536,375	76.72%	\$ 680,137	\$ 504,170	74.13%	\$ 32,205
WORKERS COMPENSATION	\$ 415,000	\$ -	0.00%	\$ 451,890	\$ 219,256	48.52%	\$ (219,256)
WAGES & BENEFITS	\$ 4,602,545	\$ 3,213,947	69.83%	\$ 4,209,929	\$ 3,010,741	71.52%	\$ 203,206
EMERGENCY RESERVE (10108062-670000)	\$ 333,818	\$ -	0.00%	\$ 328,608	\$ -	0.00%	\$ -
TOTAL FISCAL SERVICES	\$ 12,733,274	\$ 10,269,106	80.65%	\$ 12,481,114	\$ 10,712,320	85.83%	\$ (443,214)
PUBLIC SAFETY							
EMERGENCY MGMT AGENCY	\$ -	\$ -		\$ 2,903	\$ -	0.00%	\$ -
FIRE DEPARTMENT	\$ 3,904,344	\$ 2,880,091	73.77%	\$ 3,716,161	\$ 2,702,067	72.71%	\$ 178,024
POLICE DEPARTMENT	\$ 3,439,583	\$ 2,460,032	71.52%	\$ 3,315,380	\$ 2,366,859	71.39%	\$ 93,173
TOTAL PUBLIC SAFETY	\$ 7,343,927	\$ 5,340,123	72.71%	\$ 7,034,444	\$ 5,068,926	72.06%	\$ 271,197
PUBLIC WORKS							
PUBLIC WORKS DEPARTMENT	\$ 4,617,744	\$ 3,398,557	73.60%	\$ 4,682,884	\$ 2,977,045	63.57%	\$ 421,512
WATER AND SEWER	\$ 558,835	\$ 418,214	74.84%	\$ 558,835	\$ 518,194	92.73%	\$ (99,980)
TOTAL PUBLIC WORKS	\$ 5,176,579	\$ 3,816,771	73.73%	\$ 5,241,719	\$ 3,495,239	66.68%	\$ 321,532
INTERGOVERNMENTAL PROGRAMS							
AUBURN-LEWISTON AIRPORT	\$ 105,000	\$ 78,750	75.00%	\$ 106,750	\$ 80,062	75.00%	\$ (1,312)
E911 COMMUNICATION CENTER	\$ 1,035,381	\$ 775,799	74.93%	\$ 968,347	\$ 726,261	75.00%	\$ 49,538
LATC-PUBLIC TRANSIT	\$ 235,548	\$ 176,635	74.99%	\$ 207,779	\$ 155,834	75.00%	\$ 20,801
LAEGC-ECONOMIC COUNCIL	\$ 160,687	\$ 120,515	75.00%	\$ 160,687	\$ 120,515	75.00%	\$ -
COMMUNITY LITTLE THEATER	\$ 20,160	\$ 5,671	28.13%	\$ 20,160	\$ 15,120	75.00%	\$ (9,449)
TAX SHARING	\$ 289,000	\$ 43,602	15.09%	\$ 288,593	\$ 284,985	98.75%	\$ (241,383)
TOTAL INTERGOVERNMENTAL	\$ 1,845,776	\$ 1,200,972	65.07%	\$ 1,752,316	\$ 1,382,777	78.91%	\$ (181,805)
COUNTY TAX	\$ 2,006,244	\$ 2,006,244	100.00%	\$ 1,925,561	\$ 1,925,560	100.00%	\$ 80,684
TIF (10108058-580000)	\$ 2,619,142	\$ 2,590,947	98.92%	\$ 2,619,142	\$ 2,619,142	100.00%	\$ (28,195)
OVERLAY	\$ -	\$ -		\$ 301,604	\$ -	0.00%	\$ -
TOTAL CITY DEPARTMENTS	\$ 36,389,414	\$ 28,501,144	78.32%	\$ 35,746,083	\$ 28,501,483	79.73%	\$ (339)
EDUCATION DEPARTMENT	\$ 34,705,246	\$ 19,690,235	56.74%	\$ 34,705,246	\$ 28,730,246	82.78%	\$ (9,040,011)
TOTAL GENERAL FUND EXPENDITURES	\$ 71,094,660	\$ 48,191,379	67.78%	\$ 70,451,329	\$ 57,231,729	81.24%	\$ (9,040,350)

**CITY OF AUBURN, MAINE
INVESTMENT SCHEDULE
AS OF March 31, 2013**

INVESTMENT		FUND	BALANCE	BALANCE March 31, 2013	INTEREST RATE	WEIGHTED AVG YIELD
BANKNORTH MNY MKT	24-1242924	GENERAL FUND	\$ 55,290.76	\$ 55,290.76	0.20%	
BANKNORTH MNY MKT	24-1745910	GF-WORKERS COMP	\$ 49,225.75	\$ 49,225.75	0.10%	
BANKNORTH MNY MKT	24-1745944	GF-UNEMPLOYMENT	\$ 66,850.19	\$ 66,850.19	0.20%	
BANKNORTH CD	7033	GF-UNEMPLOYMENT	\$ 102,404.84	\$ 102,404.84	2.64%	
BANKNORTH MNY MKT	24-1809302	SPECIAL REVENUE	\$ 52,517.36	\$ 52,517.36	0.20%	
BANKNORTH MNY MKT	24-1745902	SR-PERMIT PARKING	\$ 197,840.90	\$ 197,840.90	0.20%	
BANKNORTH MNY MKT	24-1745895	SR-TIF	\$ 1,116,967.54	\$ 1,116,967.54	0.20%	
BANKNORTH MNY MKT	24-1746819	CAPITAL PROJECTS	\$ 10,890,528.30	\$ 10,890,528.30	0.20%	
BANKNORTH MNY MKT	24-1745928	ICE ARENA	\$ 249,103.05	\$ 249,103.05	0.10%	
GRAND TOTAL			\$ 12,780,728.69	\$ 12,780,728.69		0.22%

- D. Business and Non-Business Licenses and Permits are at 107.97% of budget due to Commercial Licenses, Street Openings, Building and Electrical Permits coming in higher than anticipated.

Expenditures

City expenditures through March 2013 were \$28,501,144 or 78.32%, of the budget. Noteworthy variances are:

- A. Tax Sharing: Tax sharing is currently at 15.09%. The tax sharing will be calculated and paid to the City of Lewiston in April.
- B. Health and Social services continues to exceed expectations and is at 96.52% of the total budget at the end of March. The Administration portion of the budget is at 70.8% of the total budget, where the Assistance portion is at 113.5% of its \$106,166 budget, or over budget by \$14,379.

Investments

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

Respectfully submitted,

A handwritten signature in black ink that reads "Jill M Eastman". The signature is fluid and cursive, with the first letters of each word being capitalized and prominent.

Jill M. Eastman
Finance Director

City of Auburn, Maine

"Maine's City of Opportunity"

Financial Services

To: Clinton Deschene, City Manager

From: Jill Eastman, Finance Director

Re: Ingersoll Arena Financial Report as of March 31, 2013

Date: April 9, 2013

Attached you will find a Statement of Net Assets and a Statement of Activities for the Ingersoll Arena as of March 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 March 2013 the total current assets were \$361,384. These consisted of cash and cash equivalents of \$249,086, accounts receivable of \$74,181 and an interfund receivable is a \$38,117, which means that the General Fund owes the arena \$38,117, so net cash available to the arena is \$287,203 at the end of March.

The accounts receivable of \$74,181, consists of the following outstanding invoices for ice time that has been billed to various organizations. At the end of March the outstanding accounts were categorized as follows: \$37,795 that was billed at the end of March so these receivables are current, \$9,661 from February billing and \$26,725 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.

B&B Catering: \$7,900 – B&B Catering used to lease the concession stand and this is unpaid lease fees the we have been unable to collect 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 March 31, 2013 was \$729,731.

Liabilities:

The arena liabilities as of March 31, 2013, consisted of \$4,864 of accounts payable, which is for invoices that we had received, but had not paid 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 through March 2013, are \$348,774. This revenue comes from the concessions, sign advertisements, pro shop lease, youth programming, shinny hockey, public skating and ice rentals.

The operating expenses through March 2013, are \$234,164. These expenses include personnel costs, supplies, utilities, repairs and maintenance.

As of March 2013 the arena has a operating gain of \$114,610.

Non-operating revenue and expenses consist of interest income and debt service payments. The interest income to date is \$327 and the debt service expense to date is \$92,339, for a net non-operating expense of \$22,598.

As of March 31, 2013 the arena has a increase in net assets of \$22,598.

CITY OF AUBURN, MAINE
Statement of Net Assets
Proprietary Funds
March 31, 2013

Business-type Activities - Enterprise Funds

**Ingersoll
Ice Arena**

ASSETS

Current assets:

Cash and cash equivalents	\$ 249,086
Interfund receivables	38,117
Accounts receivable	74,181

Total current assets	361,384
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Noncurrent assets:

Capital assets:

Buildings	672,279
Equipment	826,911
Land improvements	18,584
Less accumulated depreciation	(788,043)

Total noncurrent assets	729,731
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Total assets	1,091,115
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LIABILITIES

Accounts payable	4,864
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Total liabilities	4,864
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NET ASSETS

Invested in capital assets	829,060
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Unrestricted	257,191
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Total net assets	\$ 1,086,251
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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
March 31, 2013

	Ingersoll Ice Arena
Operating revenues:	
Charges for services	\$ 348,774
Operating expenses:	
Personnel	98,373
Supplies	16,838
Utilities	91,565
Repairs and maintenance	22,141
Depreciation	-
Other expenses	5,247
Total operating expenses	234,164
Operating gain (loss)	114,610
Nonoperating revenue (expense):	
Interest income	327
Interest expense (debt service)	(92,339)
Total nonoperating expense	(92,012)
Gain (Loss) before transfer	22,598
Transfers out	-
Change in net assets	22,598
Total net assets, July 1	1,063,653
Total net assets, March 31	\$ 1,086,251



City Council Agenda Information Sheet

City of Auburn

Council Workshop Date: April 16, 2013

Ordinance 02-04012013

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: Municipal Code Ordinance Adoption

Information: During the re-codification which was adopted on 02/02/2011, there were 4 ordinances that were inadvertently omitted. This Ordinance is to readopt those.

Financial: N/A

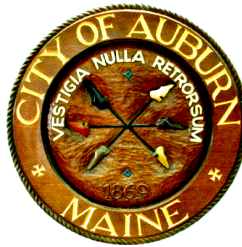
Action Requested at this Meeting: Recommend passage of the second and final reading.

Previous Meetings and History: Discussed at the 3/18/2013 workshop and passage of the first reading on 4/1/2013.

Attachments: Ordinance 02-04012013

**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 02-04012013

AN ORDINANCE REINCORPORATING FOUR ORDINANCES OMITTED DURING THE RECODIFICATION OF THE CITY'S CODE OF ORDINANCES ADOPTED ON FEBRUARY 22, 2011.

BE IT ORDAINED BY THE AUBURN CITY COUNCIL:

The council finds that certain ordinances were inadvertently omitted during the recodification of the city's code of ordinances, which recodification was adopted on February 22, 2011. By this article, the city council corrects such omissions and reinstates the following ordinances (except for editorial correction of internal section numbering as necessary to coordinate with the recodified code):

- (a) *Ordinance dated May 7, 1979*, creating the planning board (Attachment "A" to this article, as amended through February 21, 1990, and formerly codified as Article III of Chapter 16) to be inserted in the city's current code as new division 5 of Article V of Chapter 2, Administration, as edited in this article;
- (b) *Ordinance dated March 26, 1990*, adopting a housing code for the city (Attachment "B" to this article, as amended through March 26, 1990, and formerly codified as Chapter 20A), to be inserted as new Article IV in Chapter 12, Buildings;
- (c) *Ordinance dated July 20, 2009*, adopting post-construction stormwater management regulations (Attachment "C" to this article) to be inserted as new Article III in Chapter 18, as edited in this article; and
- (d) *Ordinance dated August 17, 2009*, amending former sections 7.1 and 7.3 of the city's zoning regulations, recodified as sections 60-1308 and 60-1363 respectively (Attachment "D" to this article), to be inserted as new Article III of Chapter 18.

ATTACHMENT A

DIVISION 5. PLANNING BOARD

Sec. #. Membership: appointment, removal, terms, vacancies.

(a) There shall be a planning board of seven members. Members of the planning board shall be residents of the city and shall not be officers or employees of the city. Persons appointed by the city council to serve on other boards, agencies, panels, and or commissions shall not serve concurrently on the planning board. Members shall serve without compensation.

(b) Members of the planning board shall be appointed by the city council for terms of three years. Such terms shall be staggered so that the term of not more than three members shall expire in any calendar year. Incumbent members of the planning board shall serve for the balance of their terms and thereafter until their successors are appointed.

(c) Permanent vacancies on the planning board shall be filled by the city council for the unexpired term of the former member.

(d) Any member of the planning board may be removed for cause by the city council at any time; provided, however, that before removal such members shall be given an opportunity to be heard in his own defense at a public hearing before the city council.

Sec. #. Chairman and vice-chairman.

The members of the planning board shall annually elect one of their number as chairman to preside at all meetings and hearings, and another of their number as vice-chairman. In the absence of the chairman, the vice-chairman shall act as chairman and shall have all the powers of the chairman.

Sec. #. Staff secretary: minutes, public records.

(a) The city planner shall designate a member of his staff who shall serve as staff secretary of the planning board and attend all of its proceedings.

(b) The staff secretary shall provide for the keeping of minutes of the proceedings of the planning board, noting the vote of each member on every question, or the member's absence or failure to vote, and shall maintain the permanent records and decisions of all planning board meetings, hearings, and proceedings and all correspondence of the planning board.

Sec. #. Quorum and necessary vote.

(a) As to any matter requiring a public hearing, no business shall be transacted by the planning board without a quorum, consisting of four members, being present. The concurring vote of at least four members shall be necessary to authorize any action by the board. If the requisite votes are not present the matter shall be tabled.

(b) If less than a quorum is present, the hearing may be adjourned. The staff secretary shall notify in writing all members of the date of the adjourned hearing and shall notify such other interested parties as may be directed in the vote of adjournment.

Sec. #. Meetings, hearings and procedures.

(a) Regular meetings of the planning board shall be held at the call of the chairman or as provided by rule of the board. Special meetings may be called by any four members of the planning board, or at the request of the city council. Testimony at any hearing may be required by the planning board to be given under oath.

(b) The planning board shall adopt its own rules for the conduct of its business not inconsistent with this chapter and with state law. Such rules shall be filed with the staff secretary of the planning board and with the city clerk. Any rule so adopted that relates solely to the conduct of hearings, and that is not required by the city council, this chapter or state law, may be waived by the chairperson upon good cause being shown.

Sec. #. Workshop or informational meetings.

Informal meetings or workshops of the planning board or any of its committees may be held at the call of any of its members or the city planner, as the case may be, for the presentation of information.

Sec. #. Record and decisions.

(a) The minutes of the staff secretary, and any transcript of the proceedings, and all exhibits, papers, applications and requests filed in any proceeding before the planning board and the decision of the board shall constitute the record.

(b) Every final decision of the planning board and every recommendation of the planning board to the city council shall include written findings of fact, and shall specify the reason or reasons for such decision or recommendation.

(c) The staff secretary shall mail notice of any decision of the board to the applicant any designated interested parties within five business days of such decision.

Sec. #. Conflicts.

No member of the planning board shall participate in the hearing or disposition of any matter in which he has an interest. Any question of whether a member has a conflict of interest sufficient to disqualify the member shall be decided by a majority vote of the members present, except the members whose possible conflict is being examined. Where such vote results in a tie, the subject member shall be disqualified.

Sec. #. Appeals.

An appeal from any final decision of the planning board as to any matter over which it has final authority may be taken by any party or by any authorized officer or agent of the city to the superior court.

Sec. #. Jurisdiction and authority.

In addition to the jurisdiction conferred on it by other provisions of state law and the ordinances of the city and in accordance therewith, the planning board shall have the following jurisdiction and authority:

- (1) To prepare and recommend to the city council a comprehensive plan.
- (2) To prepare and recommend to the city council changes in and amendments to the comprehensive plan as necessary.
- (3) To aid and assist the city council and departments and agencies of the city in implementing general plans and in planning, developing and completing specific planning related projects.
- (4) To hear, review, and approve or deny applications for subdivision approval as provided in this Code.
- (5) To hear, review, and offer its recommendations to the city council on applications for zoning changes and amendments to, or revisions of, the city's zoning regulations, and to initiate recommendations for zoning changes and amendments to or revisions of the city's zoning regulations as necessary.
- (6) To review and offer its recommendations to the city council on public planning related projects.
- (7) To offer its recommendations to the city council with regard to the compatibility of the city manager's proposed capital improvements program with the comprehensive plan.
- (8) To make such investigations and compile maps and reports, and recommendations in connection therewith, relating to the planning and development of the city as it deems desirable.

Sec. #. Committees.

The chairman of the planning board shall from time to time assign the members of the board to such regular and special committees as may be established by the board. Such committees shall have no final authority but shall assist the board in the conduct of its business by making recommendations to its concerning such specific items as may be assigned to them for study and report.

ATTACHMENT B

ARTICLE IV. HOUSING CODE

DIVISION 1. GENERALLY

Sec. #. Purpose.

The purpose of this article is to establish minimum standards for all dwellings and property incident thereto in the city to insure safety, health, and public welfare through the proper construction, maintenance, and use thereof.

Sec. #. Definitions and rules of construction.

(a) The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Basement means that portion of a building below the first floor joists having at least one-half of its clear ceiling height above the main level of the adjacent ground.

Housing inspector means the legally designated housing inspection authority of the city or his authorized representative.

Chief of police means the legally designated head of the police department of the city or his authorized representative.

Dwelling or dwelling unit means a building or portion thereof arranged or designed to provide living facilities for one or more families.

Dwelling unit means a room or group of rooms located within a building and forming a single habitable unit, physically separated from any other rooms or dwelling units which may be in the same structure, with facilities which are used or intended to be used for independent living, sleeping, cooking and eating purposes. Dwelling units available for rental or occupancy for periods of less than one week shall be considered boarding/lodging units.

Extermination means the control and elimination of insects, rodents, or other pests by eliminating their harborage places; by removing or making inaccessible materials that may serve as their food; by poisoning, spraying, fumigating, trapping; or by any other recognized and legal pest elimination methods approved by the health officer.

Fire chief means the legally designated head of the fire department of the city or his authorized representative.

Garbage means the animal and vegetable waste resulting from the handling, preparation, cooking, and consumption of food.

Habitable room means a room or enclosed floor space used or intended to be used for living, sleeping, cooking or eating purposes excluding bathrooms, water closet compartments, laundries, pantries, game rooms, foyers or communicating corridors and permanent built-in closets and storage spaces.

Health officer means the legally designated health authority of the city or his authorized representative.

Infestation means the presence or evidence of the presence within or around a dwelling, of any insects, rodents, or other pests.

Manufactured housing means a structural unit or units designed for occupancy, and constructed in a manufacturing facility and then transported by the use of its own chassis, or placed on an independent chassis, to a building site, the term includes any type of building which is constructed at a manufacturing facility and then transported to a building site where it is utilized for housing and may be purchased or sold by a dealer in the interim. Manufactured housing shall include newer mobile homes and modular homes as defined in city zoning regulations.

Mobile homes, older, means any factory-built home that fails to meet the definition of manufactured housing and more specifically, any mobile home constructed prior to June 15, 1976. These units shall be restricted to location in

approved mobile home parks.

Mobile home park means a parcel of land under single ownership in rural residence, suburban residence and cluster development districts that has been planned and improved for the placement of not less than three mobile homes for non-transient use.

Multiple dwelling means any dwelling containing more than three dwelling units.

Occupant means any person over one year of age, living, sleeping, cooking, or eating in, or having actual possession of, a dwelling unit or rooming unit.

Operator means any person, who has charge, care or control of a building or part thereof, in which dwelling units or rooming units are rented or let or of an area where spaces are rented or let for mobile homes.

Owner means any person who, alone or jointly or severally with others, has legal title to any dwelling or dwelling unit, with or without accompanying actual possession thereof, or has charge, care or control of any dwelling or dwelling unit, as owner or agent of the owner, or an executor, executrix, administrator, administratrix, trustee, or guardian of the estate of owner. Any such person thus representing the actual owner shall be bound to comply with the provisions of this chapter to the same extent as if he were the owner.

Plumbing means all of the following supplied facilities and equipment: gas pipes, gas-burning equipment, water pipes, garbage disposal units, waste pipes, water closets, sinks, installed dishwasher, lavatories, bathtubs, shower baths, installed clothes washing machines, catch basins, drains, vents, and any other similar supplied fixtures, together with all connections to water, sewer or gas lines.

Rooming house means any dwelling, or that part of any dwelling, containing one or more rooming units, in which space is let by the owner or operator to four or more persons who are not husband or wife, son or daughter, mother or father, or sister or brother of the owner or operator.

Rooming unit means any room or group of rooms forming a single habitable unit used or intended to be used for living, and sleeping, but not for cooking or eating purposes.

Rubbish means combustible and non-combustible waste materials except garbage, including, without limitation, residue from the burning of wood, coal, coke, or other combustible material, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery, dust and others.

Summer camps means seasonal dwelling units intended for and actually used for single-family dwellings only during the months of May, June, July, August, September and October or weekends or other periods of vacations but not to exceed 30 days.

Supplied means paid for, furnished, installed or provided by or under the control of the owner or operator.

Temporary housing means any tent, trailer, or other structure used for human shelter that is designed to be transportable and which is not attached to the ground, to another structure, or to any utilities system on the same premises for more than 30 consecutive days.

(b) Whenever the words "dwelling", "dwelling unit", "lodging house", "rooming unit", or "premises" are used in this article, they shall be construed as though they were followed by the words "or any part thereof".

Sec. #. Compliance required.

(a) No dwelling or dwelling unit shall be deemed to conform with the requirements of this article until it meets all of the minimum standards of this article as specified herein.

(b) It is unlawful to construct, alter, maintain, occupy, let for occupancy, or use a building or structure, or part thereof, in violation of the provisions of this article.

Sec. #. Validity of other laws.

Nothing in this article shall be construed to prevent the enforcement of other laws that prescribe more restrictive limitations.

Sec. #. Exceptions permitted.

In seasonal dwellings, mobile homes, buildings erected prior to the original adoption of this article, or in agriculture and resource protection district as defined by the zoning provisions of the city, or in areas where public water or sewerage systems are not available, the housing inspector shall upon application grant an exception for the use of buildings for dwelling purposes that do not meet the minimum standards set forth in this article when he determines that:

- (1) It is not feasible or practicable to comply with such minimum standards;
- (2) The safety, health, or general welfare of the occupants and the public will not be adversely affected; and
- (3) The effect of the granting of the exception will not adversely affect adequate light, air, overcrowding, of persons or property, the provision for public utilities, the character of the neighborhood, or traffic conditions as applied to the welfare of the occupants or the general public.

Sec. #. Procedure for granting exceptions.

(a) The housing inspector shall issue such exception in writing setting forth the date of granting, the reasons for granting the same, the date it shall expire, and the location of the premises.

(b) No such exceptions shall be granted for a period of more than five years. Any exception may be renewed one or more times, upon application to the board of appeals. Each renewal shall not exceed additional periods of five years for such renewal. Each renewal shall contain the requirements of the original exception and in addition thereto the date of issuance of the original exception and the statement that it is a renewal.

DIVISION 2. INSPECTIONS

Sec. #. Authority of housing inspector.

The housing inspector is hereby authorized to make inspections to determine the condition of dwellings, dwelling units, rooming houses, rooming units and premises located within this city in order that he may perform his duty of safeguarding the health and safety of the occupants of dwellings and of the general public.

Sec. #. Right of entry for inspection.

For the purpose of making such inspections, the housing inspector is hereby authorized to enter, examine, and survey any or all dwelling units, rooming houses, rooming units, and premises at any mutually agreeable time but in any case within 20 days of notice to the owners or occupant of the intention to make such an inspection.

Sec. #. Owner and occupant to give free access.

(a) *Access of housing inspector.* The owner and occupant of every dwelling, dwelling unit, lodging house and rooming unit or the person in charge thereof, shall give the housing inspector free access to such dwellings, dwelling unit, lodging house or rooming unit and premises at any mutually agreeable time for the purpose of such inspection, examination, or survey, but in any case within 20 days of notice to the owner or occupant of the intention to make such an inspection, examination, or survey.

(b) *Access of owner.* Every occupant of a dwelling, dwelling unit, lodging house and rooming unit shall give the owner, and his agent or employee, access at all reasonable times to any part of the dwelling, dwelling unit, lodging house, rooming unit or premises for the purpose of compliance with the provisions of this article or any lawful order issued pursuant to this article.

DIVISION 3. ENFORCEMENT

Sec. #. Procedure generally.

(a) If the housing inspector determines that there are reasonable grounds to believe that there has been a violation of any provisions of this chapter, he shall initiate enforcement proceedings in accordance with the citation system established in this Code. Alternatively, he may initiate a land use complaint pursuant to state law, in which case the penalties therein provided shall apply.

(b) Any notice issued pursuant to this article shall:

- (1) Be in writing;
- (2) Include a statement of the reasons why it is being issued;
- (3) Set a reasonable time for the performance of any act it requires;
- (4) Be served upon the owner or his agent, or the occupant, as the case may require; provided, however, that:
 - a. Complaints under this article be deemed properly served upon such owner or agent or upon such occupant if a copy thereof is served upon him personally or by leaving a copy thereof at his dwelling house or usual place of abode with some person of suitable age and discretion then residing therein; or
 - b. If a copy thereof is sent by registered or certified mail to his last known address or the address as shown on the records in the tax assessor's office of the city of auburn; and
 - c. If service is made personally or by leaving at his dwelling house or usual place of abode a statement signed by the person so serving stating the date of service shall be filed in the office of the housing inspector.
- (5) May contain an outline of remedial action that, if taken, will effect compliance with the provision of this article.

(c) After service of such notice, the owner or occupant to whom it is directed shall correct the condition constituting the violation within the time specified and promptly give notice to the housing inspector that such corrective action has been taken.

Sec. #. Method of petitioning for hearing.

(a) Any person affected by any notice issued in connection with the enforcement of any provision of this article, may request and shall be granted a hearing on the matter before the board of appeals; provided that such person shall file in the office of the board of appeals a written petition requesting such hearing and setting forth a brief statement of the grounds therefor within ten days after the day the notice was served.

(b) Upon receipt of such petition, the board of appeals shall set a time and place for such hearing and shall give the petitioner notice thereof in person or by mail.

(c) At such hearing, the board of appeals shall take evidence to determine whether such notice should be sustained, modified, or withdrawn.

(d) The hearing shall be commenced not later than 30 days after the day on which the petition was filed; provided that upon application of the petitioner the board of appeals may postpone the date of the hearing for a reasonable time beyond such 30 day period, if in its judgment the petitioner has submitted a good and sufficient reason for such postponement.

Sec. #. Power of board of appeals to alter notice.

After such hearing, the board of appeals shall sustain, modify, or withdraw the notice, depending upon its findings as to the compliance with the provisions of this chapter. If the board of appeals sustains or modifies such notice, it shall be deemed to be an order. Any notice served pursuant to this article shall automatically become an order if a written petition for a hearing is not filed in the office of the board of appeals within ten days after such notice is

served. There shall be an appeal from the board of appeals to the superior court in the manner provided by state law.

Sec. #. Recording of public hearing.

The proceedings at such hearing, including the findings and decision of the board of appeals, shall be summarized, reduced to writing, and entered as a matter of public record in the office of the board of appeals. Such record shall also include a copy of every notice or order issued in connection with the matter.

Sec. #. Notice of intent to sell, transfer or rent property subject to order.

(a) *When required.* Any person who proposes to sell, transfer or otherwise dispose of lease or sublet any dwelling unit, lodging house, rooming unit, or other premises against which there is any existing lawful order of the housing inspector, the board of appeals or any court of competent jurisdiction shall furnish the proposed grantee or transferee a true copy of such order and shall notify the housing inspector in writing of the intent to so sell, transfer, or otherwise dispose of lease or sublet in writing giving the name and address of the person to whom such transfer is proposed within three days of the proposed transfer.

(b) *Penalty.* Any person who violates the terms of this section shall be in violation of this chapter and shall be subject to a penalty or fine of not less than \$50 and not more than \$100 to be enforced by complaint in a court of competent jurisdiction.

Sec. #. Placarding of buildings unfit for human habitation.

(a) *Authority of housing inspector.* If the person so affected fails to appeal to the board of appeals or if after an appeal, the board of appeals sustains the decision of the housing inspector, the dwelling, dwelling unit, lodging house, or rooming unit so affected may be declared unfit for human habitation and placarded by the housing inspector.

(b) *Procedure.* To placard, the housing inspector shall issue to the occupants and the owner or operator a written notice to vacate the premises within such time as the housing inspector may deem reasonable, but not less than seven days, and a placard prohibiting continued occupancy or re-occupancy may be conspicuously posted on the premises, and a copy of such notice may be filed with the police department.

(c) *Use of placarded buildings prohibited.* No dwelling or dwelling units, lodging house, or rooming unit which has been placarded as unfit for human habitation shall again be used for human habitation until written approval is secured from, and such placard is removed by, the housing inspector. The housing inspector shall remove such placard whenever the defect or defects upon which the placarding action is based have been eliminated.

(d) *Defacement and removal of placard prohibited.* No person shall deface or remove the placard from any dwelling or dwelling unit, lodging house or rooming unit, which has been declared unfit for human habitation and placarded as such.

Sec. #. Order to vacate dangerous premises.

In instances where the health officer, fire chief, and chief of police, or their duly qualified deputies, determine in writing, filed in the office of the housing inspector, that extreme danger or menace to the occupants or the public health exists, the housing inspector may order immediate correction to be made or, if the circumstances warrant, may order that the occupants vacate the premises as provided in this article.

DIVISION 4. MINIMUM STANDARDS

Sec. #. Compliance with city codes and state law required.

All structures and structural elements of buildings and the construction, use and occupancy thereof shall be in accordance with the requirements of this Code, including the building and technical codes adopted by the city, and with state law and regulations.

Sec. #. Maintenance.

All structures and structural elements shall be maintained structurally sound, in good repair, hazard free and suitable for the intended use.

Sec. #. Plumbing.

Every dwelling unit shall contain a kitchen sink and a bathtub or shower. In addition, every dwelling unit shall contain, within a room which affords privacy, a flush water closet and a lavatory basin.

Sec. #. Heating and ventilation.

(a) *Maintenance.* All heating and ventilating facilities shall be maintained in safe operating condition for use without danger of asphyxiation or of overheating combustible material.

(b) *Requirements when central heating plant not available.* When heat is not furnished by a central heating plant, each dwelling unit or rooming unit shall be provided with one or more masonry flues and smoke or vent pipe connections, or equal arrangement, in accordance with the provisions of the basic building code to permit the use of heating equipment capable of providing heat as required by this section.

(c) *Heating facilities required in rented or leased premises.* Every habitable room, let for occupancy, excepting rooms use primarily for sleeping purposes, shall be served by heating facilities capable of providing a minimum temperature of at least 68 degrees Fahrenheit, at a distance of three feet above floor level, as required by prevailing weather conditions from September 15 through may 15 of each year.

(d) *Window specifications.* Every habitable room shall have a window or windows with a total sash area equal to at least eight percent of its floor area opening on a street, alley, yard, or court open to the sky and constructed so that at least one-half of the sash area can be opened, except that an approved method of mechanical ventilation may be substituted for such window or windows

Sec. #. Passageways, stairways and exits.

(a) *Exits.* Every dwelling unit and every rooming unit shall have safe, continuous and unobstructed means of egress leading from the interior of the building to safe and open spaces at ground level in accordance with applicable statutes and ordinances.

(b) *Lighting.* Every passageway and stairway shall have at least one ceiling-type or wall-type electric light fixture adequate to provide safe passage.

(c) *Obstructions.* Every hallway, stairway, corridor, exit, fire escape door or other means of egress hall be kept clear of obstructions at all times.

Sec. #. Garbage and rubbish.

(a) *Method of disposal.* Every responsible occupant of a dwelling or dwelling unit shall dispose of all his garbage and rubbish in a clean and sanitary manner. Every owner of rental property shall provide his tenants with suitable waste containers as required by city ordinance.

(b) *Accumulations prohibited.* Every dwelling shall be clean and free from garbage or rubbish. When a dwelling or dwelling unit is not reasonably clean or free from garbage or rubbish, the housing inspector may cause the responsible person to put the dwelling or dwelling unit in a clean and sanitary condition.

Sec. #. Insect and rodent control.

(a) *Owner responsible for extermination in multiple dwellings.* If infestation exists in two or more of the dwelling units in any dwelling, or in the shared or public parts of any dwelling containing two or more dwelling units, extermination thereof shall be the responsibility of the owner.

(b) *Occupant responsible for extermination.* Every occupant of a dwelling containing a single dwelling unit shall be responsible for the extermination of any insects, rodents, or other pests therein or on the premises.

Sec. #. Space and occupancy.

(a) *Floor space requirements.* The total area of every dwelling unit shall contain at least 250 square feet of floor area, with an additional 125 square feet for each occupant over two.

(b) *Ceiling height.* At least one half of the floor area of every habitable room shall have a room ceiling height of at least 7 feet; and the floor area of that part of any room where the ceiling height is less than five feet shall not be considered as part of the floor area in computing the total floor area of the room for the purpose of determining the maximum permissible occupancy thereof.

(c) *Use of basement.* No basement space shall be used as a habitable room or dwelling unit unless it conforms to the minimum requirements of this article.

Sec. #. Dwelling occupancies prohibited adjacent to hazardous establishments.

No dwelling unit or rooming unit shall be located within a building containing any establishment handling, dispensing or storing flammable liquids or producing toxic gases or vapors in any quantity that may endanger the lives or safety of the occupants.

ATTACHMENT C

POST-CONSTRUCTION STORMWATER MANAGEMENT ORDINANCE

Sec. 1. Purpose.

The purpose of this article is to provide for the health, safety, and general welfare of city citizens through monitoring and enforcement of compliance with post-construction stormwater management plans in order to comply with minimum control measures requirements of the Federal Clean Water Act (33 USC 1251 et seq.), other federal regulations and Maine's Small Municipal Separate Storm Sewer Systems General Permit.

Sec. 2. Objectives.

This article seeks to ensure that post-construction stormwater management plans are followed and stormwater management facilities are properly maintained and pose no threat to public safety.

Sec. 3. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Applicant means a person with requisite right, title or interest or an agent for such person who has filed an application for new development or redevelopment that requires a post-construction stormwater management plan under this article.

Best management practices (BMPs) means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the State. BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

Clean Water Act means the federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), which is commonly referred to as the Clean Water Act.

Construction activity means construction activity including one acre or more of disturbed area, or activity with less than one acre of total land area that is part of a subdivision, if the subdivision will ultimately disturb equal to or greater than one acre.

Direct discharge and *point source* means any discernible, confined and discrete conveyance, including, but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation or vessel or other floating craft, from which Pollutants are or may be discharged.

Discharge means any spilling, leaking, pumping, pouring, emptying, dumping, disposing or other addition of pollutants to "waters of the state."

Disturbed area means clearing, grading and excavation. Mere cutting of trees, without grubbing, stump removal, disturbance or exposure of soil is not considered "disturbed area." "Disturbed area" does not include routine maintenance but does include redevelopment. "Routine maintenance" is maintenance performed to maintain the original line and grade, hydraulic capacity, and original purpose of land or improvements thereon.

Enforcement authority means the director of planning and permitting, director of community services, or their designees, the persons or departments authorized by the city to administer and enforce this article.

Permitting authority means the city official or body that has jurisdiction over the land use approval or permit required for a new development or redevelopment.

Separate storm sewer system (MS4) means conveyances for storm water, including, but not limited to, roads with drainage systems, city streets, catch basins, curbs, gutters, ditches, human-made channels or storm drains (other than publicly owned treatment works and combined sewers) owned or operated by any city, sewer or sewage district, fire district, state agency or federal agency or other public entity that discharges directly to surface waters of the state.

National Pollutant Discharge Elimination System (NPDES) stormwater discharge permit means a permit issued by the U.S. Environmental Protection Agency (“EPA”) or by the Maine Department of Environmental Protection (“DEP”) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

New development means any construction activity on unimproved premises.

Pollutant means dredged spoil, solid waste, junk, incinerator residue, sewage, refuse, effluent, garbage, sewage sludge, munitions, chemicals, biological or radiological materials, oil, petroleum products or by-products, heat, wrecked or discarded equipment, rock, sand, dirt and industrial, city, domestic, commercial or agricultural wastes of any kind.

Post-construction stormwater management plan means BMPs and stormwater management facilities employed by a new development or redevelopment to meet the standards of the city’s subdivision, site plan, or other zoning, planning or other land use ordinances and approved by the permitting authority.

Premises means any building, lot, parcel of land, or portion of land, whether improved or unimproved, including adjacent sidewalks and parking strips, located within the city.

Qualified inspector means a person who conducts post construction stormwater management facilities inspections. The director of community services or his designee may require inspections for engineered systems to be completed by a Registered Professional Engineer at his discretion.

Redevelopment means construction activity on premises already improved with buildings, structures or activities or uses, but does not include such activities as exterior remodeling.

Regulated small MS4 means any Small MS4 regulated by Maine’s General Permit for the Discharge of Stormwater from Small Municipal Separate Storm Sewer Systems effective July 1, 2008 (“general permit”), including all those located partially or entirely within an urbanized area (ua) and those additional small ms4s located outside a ua that as of the issuance of the general permit have been designated by the DEP as regulated small MS4s.

Small MS4 and Small Municipal Separate Storm Sewer System means any MS4 that is not already covered by the Phase I MS4 stormwater program including city owned or operated storm sewer systems, state or federally-owned systems, such as colleges, universities, prisons, state department of transportation and state turnpike authority road systems and facilities, and military bases and facilities.

Storm drainage system means the city’s regulated small MS4.

Stormwater and storm water mean any stormwater runoff, snowmelt runoff, and surface runoff and drainage.

Stormwater management facilities means any parking areas, catch basins, drainage swales, detention basins and ponds, pipes and related structures that are part of the post-construction stormwater management plan for a new development or redevelopment.

Sec. 4. Applicability.

This article applies to all new development and redevelopment within the city that discharges stormwater to the city’s MS4 and to associated stormwater management facilities. This article does not apply to new development or redevelopment on a lot, tract or parcel where that lot, tract or parcel is part of a subdivision that is approved under this article; the lot, tract or parcel shall not require additional review under this article, but shall comply with the post-construction stormwater management plan requirements for that approved subdivision.

Sec. 5. Post-construction stormwater management plan approval.

(a) *General requirement.* Notwithstanding any ordinance provision to the contrary, and except as provided in section 4.b. above, no applicant for a building permit, subdivision approval, site plan approval or other zoning, planning or other land use approval for new development or redevelopment to which this article is applicable shall receive such permit or approval for that new development or redevelopment unless the applicant also receives approval under the city’s subdivision, site plan or other zoning, planning or other land use ordinances for its post-construction stormwater management plan and stormwater management facilities for that new

development or redevelopment, even if the city's subdivision, site plan or other zoning, planning or other land use ordinances would not otherwise apply to that new development or redevelopment.

(b) Notice of BMP discharge to city's MS4. At the time of application for a building permit, subdivision approval, site plan approval or other zoning, planning or other land use approval for new development or redevelopment to which this article is applicable, the applicant shall notify the permitting authority if its post-construction stormwater management plan includes any BMPs that will discharge to the city's MS4 and shall include in this notification a listing of which BMPs will so discharge.
Sec. 6. Post-construction stormwater management plan compliance.

(a) *General requirements.* Any person owning, operating, leasing or having control over stormwater management facilities required by a post-construction stormwater management plan approved under the city's subdivision, site plan or other zoning, planning or other land use ordinances shall demonstrate compliance with that plan as follows:

- (1) That person or a qualified inspector hired by that person, shall, at least annually, inspect the stormwater management facilities, including but not limited to any parking areas, catch basins, drainage swales, detention basins and ponds, pipes and related structures, in accordance with all city and state inspection, cleaning and maintenance requirements of the approved post-construction stormwater management plan.
- (2) If the stormwater management facilities require maintenance to function as intended by the approved post-construction stormwater management plan, that person shall take corrective action to address the deficiency or deficiencies.
- (3) That person or a qualified inspector hired by that person, shall, on or by June 1st of each year provide a completed and signed certification to the enforcement authority in a form identical to that attached as appendix 1 to this article, certifying that the person has inspected the stormwater management facilities and that they are adequately maintained and functioning as intended by the approved post-construction stormwater management plan, or that they require maintenance or repair, describing any required maintenance and any deficiencies found during inspection of the stormwater management facilities and, if the stormwater management facilities require maintenance or repair of deficiencies in order to function as intended by the approved post-construction stormwater management plan, the person shall provide a record of the required maintenance or deficiency and corrective action taken.
- (4) In addition, any persons required to file an annual certification under section 6 of this article shall include with the annual certification payment in the amount established by the city for the purpose of contributing toward the administrative and technical costs of review of the annual certification.

(b) *Right of entry.* In order to determine compliance with this article and with the post-construction stormwater management plan, the enforcement authority may enter upon property at reasonable hours with the consent of the owner, occupant or agent to inspect the stormwater management facilities.

(c) *Annual Report.* Beginning July 1, 2009 and each year thereafter, the city shall include the following in its annual report to the state department of environmental protection:

- (1) The cumulative number of sites that have stormwater management facilities discharging into their MS4;
- (2) A summary of the number of sites that have stormwater management facilities discharging into their MS4 that were reported to the city;
- (3) The number of sites with documented functioning stormwater management facilities; and
- (4) The number of sites that required routine maintenance or remedial action to ensure that stormwater management facilities are functioning as intended.

(d) *Inspections.* The city shall annually inspect a percentage of stormwater management facilities. If the owner or operator of a stormwater management facility hires or is deemed to be a qualified inspector, the permittee will have no inspection requirements. If the owner or operator of a stormwater management facility does a "self" inspection and is not a qualified inspector, the city is required to conduct the following inspection schedule:

- (1) 1-10 post construction sites: inspect at least one site, or 40% (whichever is greater)
- (2) 11-30 post construction sites: inspect at least four sites, or 30% (whichever is greater)
- (3) 31-60 post construction sites: inspect at least nine sites, or 25% (whichever is greater)
- (4) 61-100 post construction sites: inspect at least fifteen sites, or 20% (whichever is greater)
- (5) 101-160 post construction sites: inspect at least twenty sites, or 17% (whichever is greater)
- (6) Over 160 post construction sites: inspect at least twenty seven sites, or 11% (whichever is greater)

Sec. 7. Enforcement.

Violations. It is unlawful for any person to violate any provision of or to fail to comply with any of the requirements of this article or of the post-construction stormwater management plan. whenever the enforcement authority believes that a person has violated this article or the post-construction stormwater management plan, the enforcement authority may enforce this article in accordance with 30-A M.R.S.A. § 4452.

Notice. Whenever the enforcement authority believes that a person has violated this article or the post-construction stormwater management plan, the enforcement authority may order compliance with this article or with the post-construction stormwater management plan by written notice of violation to that person indicating the nature of the violation and ordering the action necessary to correct it, including, without limitation:

The abatement of violations, and the cessation of practices, or operations in violation of this article or of the post-construction stormwater management plan;

At the Person's expense, compliance with bmps required as a condition of approval of the new development or redevelopment, the repair of stormwater management facilities or the restoration of any affected property; or

The payment of fines, of the city's remediation costs and of the city's reasonable administrative costs and attorneys' fees and costs.

If abatement of a violation, compliance with BMPs, repair of stormwater management facilities or restoration of affected property is required, the notice shall set forth a deadline within which such abatement, compliance, repair or restoration must be completed.

Penalties, fines and other remedies. Any person who violates this article or the post-construction stormwater management plan shall be subject to fines, penalties and orders for injunctive relief and shall be responsible for the city's attorney's fees and costs, all in accordance with 30-A M.R.S.A. § 4452. Each day such violation continues shall constitute a separate violation. Moreover, any person who violates this article or the post-construction stormwater management plan also shall be responsible for any and all fines, penalties, damages and costs, including, but not limited to attorneys' fees and costs, incurred by the city for violation of federal and state environmental laws and regulations caused by or related to that person's violation of this article or of the post-construction stormwater management plan; this responsibility shall be in addition to any penalties, fines or injunctive relief imposed under this Section.

Consent agreement. The enforcement authority may, with the approval of the city officers, enter into a written consent agreement with the violator to address timely abatement of the violations of this article or of the post-construction stormwater management plan for the purposes of eliminating violations of this article or of the post-construction stormwater management plan and of recovering fines, costs and fees without court action.

Appeal. Any person receiving a notice of violation or suspension notice may appeal the determination of the enforcement authority to the board of appeals in accordance with the rules of the board of appeals. The notice of appeal must be received within 30 days from the date of receipt of the notice of violation. The board of appeals shall hold a *de novo* hearing on the appeal within 30 days from the date of receipt of the notice of appeal. The board of appeals may affirm, reverse or modify the decision of the enforcement authority. A party aggrieved by the decision of the board of appeals may appeal that decision in the manner provided by state law.

Judicial action for enforcement. If the violation has not been corrected pursuant to the requirements set forth in the notice of violation, or, in the event of an appeal to the board of appeals, within 45 days of a decision of the board of appeals affirming the enforcement authority's decision, then the enforcement authority may recommend to the city officers that the city's attorney file an enforcement action in a court of competent jurisdiction pursuant to state law.

ATTACHMENT D

7.1 Site Plan Review **D. Procedure**

9. Approval of a site plan shall expire one year after the date of approval unless all building permits have been obtained to begin construction in accordance with the approved site plan. If a development is contested with litigation, the approval period of this section shall not commence until a final court judgment is issued or until the litigation has been dismissed with prejudice. This provision shall apply retroactively to all projects approved after January 1, 2007. Any site plan that contains a phase concept approved by the Planning Board shall not be required to obtain all building permits within the time sequence established for completion of each phase. No building permits or other permits shall be issued until all improvements are substantially completed for the preceding phase. A single one-year extension may be given upon a showing of good cause in writing by the applicant to the Planning Board not less than 30 days before the expiration of approval of his existing plan. The Planning Board shall approve or disapprove the requested extension at its next regular meeting.

7.3 Subdivision **E. Final Approval and Filing** **4. Improvement Completion Time**

a. All required improvements shall be completed no later than two years after approval of the final plan. Should the subdivider request an extension it shall be made in writing to the Planning Board. Should the Planning Board grant an extension it shall be for a period not to exceed six months. Only one extension shall be granted. Should the subdivider not complete the required improvements within the time specified the subdivider shall be in violation of this chapter. If a development is proposed to be phased then specific requirements for each phase shall be complete prior to issuing Building Permits for that phase. If a development is contested with litigation, the two year completion requirement shall not commence until a final court judgment is issued or until the litigation has been dismissed with prejudice. This provision shall apply retroactively to all projects approved after January 1, 2007.



City Council Agenda Information Sheet

City of Auburn

Council Meeting Date: April 16, 2013

Ordinance 03-04012013

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: Municipal Code-correcting ordinance section numbers

Information: Ordinances that were adopted while the re-codification was pending were numbered using the old numbering system. This Ordinance corrects those numbering errors as necessary for consistency with the re-codified code.

Financial: N/A

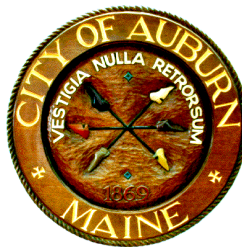
Action Requested at this Meeting: Recommend passage of the first reading and the second and final reading will be scheduled for May 6, 2013.

Previous Meetings and History: Workshop discussion 3/18/2013, appeared on the 4/1/2013 agenda for a first reading but the item was postponed.

Attachments: Ordinance 03-04012013

*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 03-04012013

**AN ORDINANCE CORRECTING SECTION NUMBERS
IN ORDINANCES ADOPTED DURING THE PENDENCY OF THE RECODIFICATION OF THE CITY'S
CODE OF ORDINANCES
ADOPTED ON FEBRUARY 22, 2011.**

BE IT ORDAINED BY THE AUBURN CITY COUNCIL:

Sec. 1. The city council finds that certain ordinances adopted while the recodification project was on-going included numbering inconsistent with the recodified code as ultimately adopted. By this ordinance, the city council readopts the following ordinances with numbering corrected as is necessary for consistency with the recodified code:

- (a) *Ordinance dated February 1, 2010*, designating certain stop sign and restricted parking location and street uses (Attachment "E" to this ordinance), to be used to amend traffic schedules in Article VIII, Chapter 52, Traffic Regulatory Signage;
- (b) *Ordinance dated February 16, 2010*, regarding setbacks in the Central Business District, (Attachment "F" to this ordinance), to be used to amend code sections 60-498 through 500;
- (c) *Ordinance dated March 22, 2010*, establishing setbacks and height allowances for certain accessory structures, including windmills (Attachment "G" to this ordinance), to be used to amend code section 60-548;
- (d) *Ordinance dated May 3, 2010*, adopting a business license fee schedule (Attachment "H" to this ordinance), to be used to amend the city fee schedule in Appendix A of the city code;
- (e) *Ordinance dated June 7, 2010*, regarding sandwich boards and easel signs (Attachment "I" to this ordinance), to be used to add a new subsection 9(d) to code section 60-637;
- (f) *Ordinance dated June 7, 2010*, amending the city's red flag rules (identity theft prevention program) (Attachment "J" to this ordinance), to be used to replace code sections 2-539 through 2-556;
- (g) *Ordinance dated January 18, 2011*, changing maximum floor space for certain accessory buildings (Attachment "K" to this ordinance), to be used to amend code section 60-43(e);
- (h) *Ordinance dated February 7, 2011*, regarding slaughterhouses, stockyards, abattoirs, and dressing plants as special uses in low density country residential zoning districts (Attachment "L" to this ordinance), to be used to amend code section 60-201(b);
- (i) *Ordinance dated February 7, 2011*, regarding slaughterhouses, stockyards, abattoirs, and dressing plants as special exceptions in agriculture and resource protection districts (Attachment "M" to this ordinance), to be used to amend code section 60-144 through 173;
- (j) *Ordinance dated February 7, 2011*, renaming current Chapter 14 to "Business Licenses and Permits", repealing and replacing former Chapter 24 (now Chapter 14) regarding business licensing, and repealing in their entirety Article IX (Taxicabs) of Chapter 26 (Traffic and Motor Vehicles), all of Chapter 36 (Peddlers,

Itinerant merchants and Solicitors), all of Chapter 40 (Secondhand Goods), and all of Chapter 58 (Vehicles for Hire);

(k) *Ordinance dated September 6, 2011*, regarding excavation permits (Attachment "N" to this ordinance), to be used to amend code sections 60-697 et seq., renumbering as necessary to accommodate the addition of a new section 60-701; and

(l) *Ordinance dated December 5, 2011*, regarding the sale and use of consumer fireworks (Attachment "O" to this ordinance), to be used as new code section 20-59 renumbering current section 20-59 as 20-60.



City Council Agenda Information Sheet

City of Auburn

Council Meeting Date: April 16, 2013

Order 21-04012013

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: Charitable Organization Event Support Policy

Information: In preparation for the upcoming festivals and special events, we met with event coordinators and several city staff members to discuss our plans to implement a new application process with the possibility of a multiyear (3 year) agreement with a three year extension by the City Manager, pending any major changes with the event. In an effort to keep things consistent between Lewiston and Auburn and to simplify the process for organizations who are applying in both communities, we tried to mirror Lewiston's process as much as possible while tailoring it to Auburn's needs and staying in compliance with our Code of Ordinances.

For calendar year 2013, all applications will be submitted by April 1st for Council consideration at the May 6th meeting.

Financial:

Action Requested at this Meeting: Consider approval of this policy.

Previous Meetings and History: A Festival Planning Meeting was held on January 15 with the event coordinators and City Staff to discuss our proposed plans. This was presented to council at the March 4, 2013 Workshop and again (with changes) at the 3/18/2013 workshop. Recommended changes were made and this was on the 4/1/2013 agenda and postponed.

Attachments:

- Charitable Funding Policy
- Order 20-04012013

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

CHARITABLE ORGANIZATION EVENT SUPPORT POLICY

PURPOSE

To establish a process for approving the funding of non-profit/charitable funding events that benefit residents in the City of Auburn.

BACKGROUND

It has been the practice of the City of Auburn to allocate funding from the city's General Fund (through individual department budget lines—events such as the July 4th fireworks) and in-kind contributions to support a variety of highly successful and well-attended community-based events conducted by charitable/non-profit organizations.

The City also provides funding support for non-profits through its Community Development Block Grant (CDBG) funds. This policy shall not involve the utilization of those funds as the City employs a separate process to review and distribute CDBG funds.

In order to ensure a uniform process is followed in the appropriation of city General Funds or in-kind city support requests that are annually submitted to the city, the following guidelines will be followed.

EXEMPT ORGANIZATIONS

For the purposes of this policy, certain organizations/events shall be exempt from the funding limitations articulated in this policy. This exemption shall not be meant to exempt these organizations from providing all required information, by March 1 of each year, required in the form outlined in Appendix A of this policy. Those organizations/events eligible for exemption under this section are:

- The Liberty Festival Committee or 4th of July fireworks funding
- The Great Falls Balloon Festival
- The Dempsey Challenge

A. DEFINITIONS

"Financial assistance" shall mean any municipal grant encompassing all forms of direct cash payments for eligible activities.

"In-kind" shall mean funding any request that requires the utilization of any municipal service, property, program, asset or employee used to support the event/program for which the non-profit is either sponsoring or participating in.

"Non-profit organization" shall mean any non-profit/charitable organization recognized as a tax exempt IRS approved 501.C.3/4 and/or recognized as a legally tax-exempt organization under Maine law.

B. INTRODUCTION

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The Charitable Organization Support Policy has been established by the city manager's office to provide guidelines to non-profit organizations that are seeking financial assistance or in-kind assistance with the following:

1. One time start-up funding for a new community event or festival (support will be limited to in-kind support not to exceed \$5,000).
2. Sponsorship funding for established community events or festivals.
3. Funding towards event partnerships between the city or organizations
4. Funding to maintain and/or operate private structures or property that are used to the benefit of the community as a whole.
5. Requests for in-kind support through the use of city equipment, structures, assets, public space, services and staffing

C. CONDITIONS FOR NON-PROFIT SUPPORT CONSIDERATION AND APPROVAL

1. *EVENTS REQUESTS NOT REQUIRING CITY COUNCIL APPROVAL AND NOT REQUIRING A FORMAL APPLICATION UNDER THIS POLICY*

The following non-profit in-kind requests not requiring City Council approval shall be reviewed for possible approval by the City Manager's office and subject to the review and application process required of all participating departments. In all such cases, these requests for in-kind support will not require the filing of the formal application. Eligibility for consideration under this policy section shall not occur if any organization is not eligible as outlined in Section C.4 of this policy, and shall only occur under the following limited conditions:

- a. That the utilization of city property is compliant with existing city policies and ordinances and will not require additional subsidies through the city budget or impact city staffing and resources.
- b. Any utilization of city properties & assets for the support of public meetings for county, state and federal agencies/commissions, local/state/national organizations to which the City of Auburn participates as a member, and state/federal legislative oversight groups.
- c. Waiver of use policies and/or rental and insurance fees in those instances when the event benefits the community; can be co-sponsored as a "City of Auburn" event; is consistent with the normal use of the facility; and can be supported with budgeted city staff/resources.
- d. Approval of any City Council approved prior year event which remains substantially similar in scope and did not require any direct city cash payment contribution and/or in-kind assistance.

2. *CITY COUNCIL APPROVAL - APPLICATION ELIGIBILITY*

All non-profit requests which do not fall under Section B.1 of this policy require the filing of an application. The City Council will review applications for municipal nonprofit support after considering the following eligibility criteria. All applications must be submitted no later than March 1 of each fiscal year. The following are the conditions for filing non-profit eligibility:

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- a. A not-for-profit organization that meets the definition of “non-profit” as defined in this policy.
- b. Provides a recreation, cultural or community service to a significant proportion of city residents that the city does not otherwise provide.
- c. Has demonstrated revenue-generating capability for the event.
- d. If other government or private funding does not exceed fifty percent (50%) and the organization can demonstrate that it has exhausted all other potential avenues of funding for the service or event.
- e. Organizations demonstrate collaboration and cooperation with other local organizations in the sharing of resources.
- f. Organizations that receive any funding are required to acknowledge the support of the municipality through the use of the municipal, web site and tag line on any promotional material for the event, service, activity, etc. The plan for the use of the municipal logo, web site and tag line will be submitted as part of the event application to the City Clerk for his/her review

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- a. Start-up funds for a new community event or festival.
 - Start-up funds may be provided, on a ONE TIME basis only, to assist in the initial costs for providing the community with a new community event or festival.
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 - Depending on the monetary success of the event, Council may determine that the sponsorship funding or portion thereof be repaid or be carried forward to a subsequent year which must be within the city's fiscal year.
- b. Direct cash funding and any in-kind support for organizations that provide a service or engage in a community festival in partnership with the city.
- c. Direct cash funding to maintain and/or operate private structures or properties that are used for the benefit of the community.
 - Funding may be provided to organizations to offset operating costs such as taxes and insurance for private structures and properties if Council acknowledges that those facilities are used for the benefit of the community.

4. CITY COUNCIL WAIVER REQUIRED - NOT ELIGIBLE FOR FINANCIAL ASSISTANCE/IN- KIND SUPPORT

The following will not be eligible for financial assistance/in-kind unless specifically waived by the City Council:

I. TYPES OF ORGANIZATIONS/INDIVIDUALS

- i. Social assistance services that are provided by other government agencies or not-for-profit organizations.
- ii. For-profit organizations
- iii. Organizations with political affiliations
- iv. Organizations serving as funding sources for others, e.g. service clubs.
- v. Faith organizations where services/activities include the promotion and/or required adherence to a faith.
- vi. Organizations receiving greater than 50% funding from senior levels of government.
- vii. Political candidates.

II. TYPES OF REQUESTS

- i. Travel expenses for members of an organization.
- ii. Uniforms
- iii. Individuals
- iv. Programs with legislated mandates of other governments.
- v. Costs for major capital equipment/renovations and financing of deficits.
- vi. Any funding requests from organizations that do not submit the required reporting information for a previous year's grant in accordance with Section C of this policy.
- vii. Incorporation costs or Director's Liability insurance costs
- viii. Any request for the use of tables/chairs or other city assets off-site.
- ix. Under any one of the following conditions: The event involves fund raising supports with no general public purpose; will not be accessible to the general public; benefits the organization only as a fund-raiser; or provides a benefit limited to the participants, clients or membership of the organization.

5. FUNDING LIMITS

Any organization or event in any one fiscal year will be capped at a cash request of \$2,500 and/or in-kind value of \$5,000. Any amount, in total cash and/or in-kind, shall not exceed 25% of the total annual budget of the organization. Council has the authority to increase the maximum funding limits of this section on a case-by-case basis.

6. APPLICATION PROCESS & CONDITIONS

Prior to considering any request for funding or in-kind support (not subject to City Manager's approval under this policy), Council shall require the following from the organization:

- A completed Charitable Funding Application form detailing the requested funding/in-kind support from the city.
- Financial statements which shall include an income and expense statement and a balance sheet (if one is available) from the previous event or fiscal year
- A detailed budget for the upcoming fiscal year or event

Information pertaining to the evaluation criteria:

- The applicant will provide one (1) copy of the application form and any supporting documents to the city. An electronic copy is acceptable.
- The city reserves the right to request supplementary information in support of the application.
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- The city reserves the right to deny or approve any/all requests

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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 21-04012013

ORDERED that the City Council hereby approves the Charitable Organization Event Policy below.

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City Council Agenda Information Sheet

City of Auburn

Council Meeting Date: April 16, 2013

Order 23-04162013

Author: Jill Eastman, Finance Director

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: State School Revolving Renovation Fund Loan

Information: This is a proposed order to enter into a loan agreement with the Bond Bank in an amount not to exceed \$384,760, provided, however, that the City anticipates that 55.15% of said loan (estimated to be \$212,196) will be forgiven and that the City will be obligated to repay the 44.85% balance of said loan (estimated to be \$172,564); The loan will be funded through the State School Revolving Renovation Fund and will be used to finance renovations to Fairview School, Walton School, and Edward Little High School.

Financial: See above

Action Requested at this Meeting: Recommend passage of the order (first reading).

Previous Meetings and History: Workshop discussion on 4/1/2013.

Attachments:

- School Committee minutes
- State Documentation of Award
- Draft of Public Hearing ad
- Draft Order

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

AUBURN SCHOOL DEPARTMENT

AUBURN, MAINE

REPORT OF REGULAR SESSION MEETING OF THE AUBURN SCHOOL COMMITTEE

Auburn Hall

September 19, 2012

Members Present:	Mr. Francois Bussiere	Ms. Tracey Levesque
	Ms. Bonnie Hayes	Mr. Lawrence Pelletier
	Mr. William Horton	Ms. Laurie Tannenbaum
		Mr. David Young

Others Present: Keith Laser, Assistant Superintendent; Jude Cyr, Business Manager; Annie Gill Student Representative.

I. CALL TO ORDER/PLEDGE OF ALLEGIANCE

A. Introductions

Ms. Hayes called the meeting to order at 7:00 PM and led the Pledge of Allegiance. Committee members introduced themselves and stated which ward they represent.

B. Communications

II. CONSENT AGENDA

A. Approval of Agenda

B. Approval of Minutes for September 5, 2012

It was moved by Mr. Bussiere, seconded by Ms. Tannenbaum and voted unanimously to approve the Consent Agenda for tonight's meeting.

III. PUBLIC PARTICIPATION

Sofia Carson stated that she is a student at Walton Elementary School and reported how much she appreciates the lunch staff. She expressed that she feels they should have health insurance.

Diana Carson stated that she is here to support the food service workers. She asked why the people who sweep the floors and empty the trash get health insurance but the people who feed our children do not. She noted that these workers are the ones handling the food and should not have to come to work sick because they can't afford to see a doctor. She expressed that our food service employees deserve health insurance.

Chris Carson stated that he runs a very small business here in Auburn and understands how expensive insurance is; however, he covers all full time employees because he feels it is the right thing to do. He noted that this sometimes requires that we go to the community and request their support and maybe that will be necessary because this is a significant cost; however, these people deserve our respect and we would do well to give them health insurance.

IV. STUDENT INFORMATION ITEMS.

Annie Gill provided an update of the student activities through a video presentation. The presentation included highlights from fall sports such as football, soccer, field hockey, and cross country running. She also reported on the very successful AMS benefit supper and the AMS Drama Club receipt of the Moss Hart Excellence in Theater Award. Ms. Gill stated that the Park Avenue Harvest Festival is scheduled for Sept. 22nd at Wallingford's Orchards.

Mr. Pelletier requested that Ms. Gill include more information from the elementary schools.

Ms. Gill responded that she would be happy to check with them for future meetings.

Mr. Galway, ELHS Assistant Principal, reported that this is the 7th year of the Mentor Program and over 700 mentors have been trained to serve over 2000 freshmen students. He introduced Mason Bossee, Mike Hammon, and Zachary Tanenbaum, who were members of the Mentor Program this year. He noted that this year there are approximately 290 freshmen students.

Mason Bosse presented an overview of the program noting that they received training at the end of the last school year from a gentleman from Indiana and met with the Mentor Council members before school started this year. He explained that the Public Relations Committee contacted the Sun Journal and some articles were published about the program. He noted that members met with the other Mentors, decorated classrooms, and learned the dance that becomes a fun part of the program.

Zachary Tannenbaum reported that on the first day of school the freshmen met with the mentors in the mentor room. He stated that activities were held throughout the day to bring the new students out of their shell, including the dance that is embarrassing, but forces people out of their shell. He stated that a fashion show was held to show students what they should not wear to school, question and answer sessions were held followed by a barbeque. He reported that the afternoon consisted of a review of schedules and the student body participated in the dance.

Mr. Tannenbaum reported that he asked his sister what she thought of the Mentor Program and she said that she felt this was a good program to help students feel comfortable and make connections with upperclassmen. He noted that the bright orange shirts the mentors were wearing helped freshmen know who to go to for assistance.

Ms. Hayes asked the students if they were mentored as freshmen.

They responded that they were.

Ms. Hayes asked if the female students understood the message about inappropriate dress.

The students responded that they must have because they haven't seen any inappropriate dress yet.

Mr. Laser expressed appreciation to the students for the program.

V. SUPERINTENDENT REPORT

A. Business

1. Forest Management Plan

Mr. Cyr reported that a few years ago the City worked with the schools to determine how to use some of the acreage. He noted that fortunately there were experts available to assist with this project; however, due to a change of staff, there were delays in presenting, but they are here tonight to share the plan with you.

Mr. David Griswold, Mr. Jay Braunscheidel, and Rick Shea provided a PowerPoint presentation regarding a Forest Management Plan for the Auburn School Department. Mr. Griswold reported that they represent the L/A Forestry Board. He explained what a forest plan is and what it isn't, providing details of the plan developed in 2009.

Mr. Shea outlined the history of the Forestry Board, noting that they have written and received grants to fund this. He explained that Auburn is now a Tree City USA and expressed appreciation to Roz for the PowerPoint presentation.

Mr. Griswold outlined what a Forest Management Plan consists of and how it works. He noted that the description of the timber values is an important piece of this plan. He explained what the management recommendations might be. Mr. Griswold noted that this is a starting point for managing timber on the School Department property.

Mr. Braunscheidel, stated that he is a forester, a resident of Auburn and the parent of two children at Park Avenue School. He explained that the hope is that with a well-managed forest plan, there would be benefits to the School Department and to the City of Auburn. Mr. Braunscheidel stated that the Southern Maine Forestry Services prepared a Forest Management Plan in 2009 and a summary in 2011. He reviewed the highlights of the plan by lots at Sherwood Heights, East Auburn and ELHS. He noted that the Community Forest Board is here to assist with interpreting the plan, working through the plan, and any other assistance they can offer.

Mr. Pelletier asked what causes the growth rate to be higher than the state wide average.

Mr. Brushnell and Mr. Griswold responded that it could be the soil, the age of the stand, etc. They noted that there are a lot of things that impact timber.

Mr. Shea reported that at Sherwood Heights there were several beech trees that used to be beautiful trees, but after ten years they seem to have contacted a disease and died. He noted that if this plan had been in place, these trees could have been put to good use.

Ms. Hayes stated that she felt this would be a good workshop session for a future meeting before budget starts. She requested that Mr. Cyr and Dr. Laser put this on a future agenda.

Mr. Cyr noted that the report that was provided by the Forest Management Board and would be made available on the website.

Mr. Shea reported that Lewiston is already reaping benefits from their woodlots.

Mr. Griswold noted that the lots in Lewiston were isolated; however, Auburn School Department would need to work their plan around schools. He noted that no vote on the plan was necessary tonight and felt that a workshop to thoroughly explore the recommendations would be helpful.

2. Race to the Top – District Grant

Mr. Michael Muir presented information regarding the Race To The Top District Grant Application. He stated that ASD would like to pursue grant funding to support customized learning. He explained how the Race to the Top District Grant worked and the advantages of collaborating with other districts. He explained the primary goals were to build our capacity to implement customized learning, create leadership development, implement special strategies that work well with families who live in poverty, use professional learning standards, etc. He called attention to the two documents in the agenda packet for this meeting noting that they provide further details on the collaboration. Mr. Muir stated that the amount of money applied for is dependent on the number of students being served. He noted that Auburn would be the fiscal agent for the grant and that no money would be contributed in addition to the grant money. Mr. Muir reported that the due date for much of our writings is October 3rd. He expressed appreciation to Nancy Tremblay, Auburn's grant writer for the wonderful work she has done.

Dr. Laser explained that there is a lot of paperwork that goes into this grant and we have a great team working on this.

It was moved by Mr. Bussiere, seconded by Ms. Levesque and voted unanimously to approve the Race to the Top – District Grant Memorandum of Understanding as presented.

3. 2013 School Revolving Renovation Fund Applications

Mr. Cyr presented information regarding the submission of 2013 School Revolving Renovation Fund applications. He noted that the State has money available for next round of School Revolving Renovation Funds. He noted that this is one of the best programs the state has come up with to assist schools with improvements to their schools. Mr. Cyr explained that they are beneficial to school districts because there is a 0% interest and the state will loan the money and then look at forgiving 55% of the requested amount of projects approved. He explained that the notice came

recently and has a tight deadline, however, the projects have been determined and we have worked diligently to complete paperwork for the application process. Mr. Cyr stated that the schools have determined that switching our heating sources to natural gas requires us to remove underground tanks that are no longer in use so this is an important piece of the Revolving Renovation application.

The Assistant Superintendent requested authorization for the Chair to enter into a resolve and to authorize submission of the applications as follows:

- a. AMS –Underground Storage Tank Removal and cafeteria & library media window replacements
- b. ELHS – Underground Storage Tank Removal
- c. Fairview - Underground Storage Tank Removal and carpet replacement & old vinyl tiles asbestos removal in 5 classrooms.
- d. Franklin –Unit Ventilation
- e. RETC- Underground Storage Tank Removal
- f. Sherwood Heights- Underground Storage Tank Removal
- g. Walton –Underground Storage Tank Removal, carpet replacement & old vinyl tiles asbestos removal in 6 classrooms, and Underground Storage Tank Removal

Mr. Cyr responded to questions from committee members noting that the plan is for the work to be completed during the summer months. He noted that there is little chance we would return to oil heat in our schools. He also noted that if there is a tank that is still of use, it could be located at the highway department. He also explained that we might not be granted approval for all of these projects; however, we have had success in the past. Mr. Cyr also noted that this would need to require City Council approval at a future date if we receive the grant. He explained that these are all considered priority one items that qualify for the Revolving Renovation Funds.

It was moved by Mr. Bussiere, seconded by Mr. Pelletier and voted unanimously to authorize the School Committee Chair to enter into a resolve stating that the School Committee has a Ten-Year Capital Improvement Plan for the schools listed above and certify that the projects listed are part of those plans.

It was moved by Mr. Bussiere, seconded by Mr. Pelletier and voted unanimously to authorize the Superintendent and Business Manager to submit School Revolving Renovation Fund applications as presented.

4. Second Reading of Policy

The Assistant Superintendent reviewed information regarding recommended revisions to the following policies:

- a. JKAA – Use of Physical Restraint and Seclusion

It was moved by Mr. Young, seconded by Mr. Horton and voted 6 to 1 to approve the second reading of the above listed policy as presented, with Ms. Levesque opposed.

5. First Reading of Policy

The Superintendent reviewed information regarding recommended revisions to the following policies:

- a. DB – Annual Budget
- b. DBK – Budget Transfer Authority
- c. DD – Grants
- d. DFF – Student Activities Funds
- e. DI – Fiscal Accounting and Reporting
- f. DIDA – Fixed Assets
- g. DIE – Audit/Financial Monitoring

- h. DJC – Petty Cash Accounts
- i. DKBA – Deductions – Tax Sheltered Annuities
- j. DKC – Expense Authorization And Reimbursement
- k. DM – Cash in School Buildings
- l. DN – School Properties Disposition

Ms. Levesque stated that the Grant policy has one grammatical error.

Dr. Laser responded that this would be corrected prior to the second reading.

It was moved by Ms. Tannenbaum, seconded by Mr. Pelletier and voted unanimously to approve the first reading of the above listed policies as presented with the exception of the grammatical error on the DD policy.

6. Finance Report – August 2012

Mr. Bussiere presented the August 2012 Financial Report. He highlighted areas of interest noting that we are on target for this point in the fiscal year.

It was moved by Ms. Levesque, seconded by Mr. Pelletier and voted unanimously to approve the Finance Report for August 2012 as presented.

VI. INFORMATION / COMMITTEE REPORTS

Mr. Young reported that the Council is considering hiring an assistant City Manager and they also discussed the ice arena which could be located near the Auburn Plaza. He reported that there is continuing discussion about the high school.

Mr. Horton reported that the Wellness Committee met today and established goals to review what is there and put together a wellness plan for the district.

Mr. Horton expressed that it might be a good idea to hire a professional facilitator for the new High School Committee.

Mr. Bussiere stated that he also feels there should be a non-biased facilitator.

Ms. Tannenbaum reported that the Communications Committee met and determined that the website would be one method of communication and they are seeking ideas to continue to inform the community. She noted that they are continuing to explore.

Ms. Levesque reported that Advantage 2014 met and the Audit Committee is still on hold.

Mr. Pelletier stated that he felt the Steering Committee was very positive and a diverse group of people.

Dr. Laser reported that the Policy Committee is continuing to revise policies as new laws come before us.

Ms. Hayes reported that Siemens provided a report for members that explains where we are and how well we've done.

Mr. Cyr suggested members review page 5 for the work that has been done and the savings resulting from this work. He noted that this is the third year of the Performance Contract and we have done even better this year than in the two previous years.

Other committees who may report at future meetings are:

- Advantage 2014 Design Committee
- Leveraging Learning Institute II
- Finance Subcommittee
- Policy Subcommittee
- Communications Subcommittee
- Curriculum Subcommittee
- New High School Subcommittee
- Wellness Subcommittee
- Audit Subcommittee
- Transportation Appeals
- Community Learning Center
- SHARECenter

VII. UPCOMING MEETINGS

- Professional Development Workshop – Sept. 26th 5:00
- Sept. 27th – New High School Steering Committee 6:00 – 8:00 PM
- Regular School Committee Meeting – October 3, 2012,
- Regular School Committee Meeting – October 17, 2012

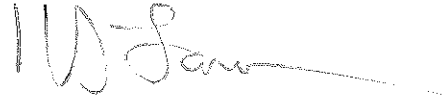
VIII. FUTURE AGENDA ITEMS – REQUEST FOR INFORMATION

IX. EXECUTIVE SESSION

X. ADJOURNMENT

It was moved by Mr. Bussiere seconded by Mr. Pelletier and voted unanimously to adjourn from regular session at 8:44 PM.

Attest, a true record,



Keith Laser, Secretary
Assistant Superintendent of Schools

KL/rmw



23 State House Station

Augusta, Maine 04333-0023

207-624-6600

Paul R. LePage
Governor
Stephen L. Bowen
Commissioner
www.maine.gov/doe

January 31, 2013

Katherine Grondin
Superintendent of Schools
Auburn School Department
60 Court St. 4th Floor
P.O. Box 800
Auburn, ME 04212-0800



RE: Eligibility Certificates – SRRF Projects #1143, 1144, and 1148

Dear Superintendent Grondin:

I am pleased to inform you that your School Revolving Renovation Fund applications for Projects #1143, 1144, and 1148 have been approved for funding for the amounts listed on the attached eligibility certificates. Please complete the following steps within the next 30 days:

1. Complete the enclosed "Intent to Proceed" form and return to the Department of Education.
2. Contact Toni Reed, Program Loan Officer, Maine Municipal Bond Bank at 622-9386 to initiate the loan process.
3. Contact Joseph Ostwald, Division Director, Bureau of General Services at 624-7353 to discuss bidding requirements and the project management process.

I wish you good luck as you complete your projects. If you have any questions regarding the School Revolving Renovation Fund please contact Ann Pinnette at 624-6885 or ann.pinnette@maine.gov.

Sincerely,

Stephen L. Bowen
Commissioner of Education

Enclosures: SRRF Eligibility Certificates
Intent to Proceed Form

cc: Toni Reed, Maine Municipal Bond Bank
Joseph Ostwald, Bureau of General Services




School Revolving Renovation Fund Eligibility Certificate

School Administrative Unit	Auburn School Department	
Facility	Fairview School	
Priority	1- Health, Safety and Compliance Repairs	
Project #	1143	
Scope of Work	Hazardous Material Removal	
Amount Funded	\$40,266	
Maximum Loan Amount	\$40,266	
Portion of Loan to be Forgiven	\$22,207	55.15%
Portion of Loan to be Repaid	\$18,059	44.85%
Length of Loan	5 years	(loans \$500,000 or less)

This Eligibility Certificate for the above listed School Revolving Renovation Fund project is hereby approved. Work authorized under this certificate must be materially completed and all loan proceeds must be expended by July 31, 2014.

January 31, 2013

Date


Stephen L. Bowen
Commissioner of Education



School Revolving Renovation Fund Eligibility Certificate

School Administrative Unit	Auburn School Department	
Facility	Edward Little High School (Franklin Alt)	
Priority	1- Health, Safety and Compliance Repairs	
Project #	1144	
Scope of Work	Indoor Air Quality	
Amount Funded	\$319,929	
Maximum Loan Amount	\$319,929	
Portion of Loan to be Forgiven	\$176,441	55.15%
Portion of Loan to be Repaid	\$143,488	44.85%
Length of Loan	5 years	(loans \$500,000 or less)

This Eligibility Certificate for the above listed School Revolving Renovation Fund project is hereby approved. Work authorized under this certificate must be materially completed and all loan proceeds must be expended by July 31, 2014.

January 31, 2013

Date

Stephen L. Bowen
Commissioner of Education



School Revolving Renovation Fund Eligibility Certificate

School Administrative Unit	Auburn School Department	
Facility	Walton School	
Priority	1- Health, Safety and Compliance Repairs	
Project #	1148	
Scope of Work	Hazardous Material Removal	
Amount Funded	\$24,565	
Maximum Loan Amount	\$24,565	
Portion of Loan to be Forgiven	\$13,548	55.15%
Portion of Loan to be Repaid	\$11,017	44.85%
Length of Loan	5 years	(loans \$500,000 or less)

This Eligibility Certificate for the above listed School Revolving Renovation Fund project is hereby approved. Work authorized under this certificate must be materially completed and all loan proceeds must be expended by July 31, 2014.

January 31, 2013

Date

Stephen L. Bowen
Commissioner of Education

**School Revolving Renovation Fund
Intent to Proceed**

SAUs must complete the sections below and return this form to the Department of Education within 30 days of the certificate approval date.

School Administrative Unit: _____

Project #: _____

1. The school administrative unit intends to proceed forward immediately with the project(s) listed on the eligibility certificate(s) and will complete the project(s) within 18 months of the eligibility certificate date. ☐ Yes ☐ No

2. The school administrative unit will contact the Bureau of General Services within 30 days for assistance with project management and to ensure compliance with bidding requirements. Projects with an estimated value of \$100,000 or more must be awarded by competitive bid. ☐ Yes ☐ No

3. The school administrative unit will contact the Maine Municipal Bond Bank within 30 days to initiate the loan application process. ☐ Yes ☐ No

I hereby certify that the information contained herein is accurate and true to the best of my knowledge.

Superintendent's Signature

Date

Return to:

Maine Department of Education
School Facilities Services - SRRF
23 State House Station
Augusta, ME 04333-0023

**School Revolving Renovation Fund
2013 Project Ratings**

Project	SAU	School	Type	Rating	Loan Amount
1161	RSU 21	Kennebunk High School	OTHER - life safety	77.25	\$ 531,325
1155	RSU 21	Kennebunkport Consolidated Sch	OTHER - life safety	75.00	\$ 401,736
1134	RSU 25	Bucksport High School	OTHER - building exterior	74.25	\$ 997,020
1157	RSU 21	Mildred L Day School	OTHER - life safety	73.25	\$ 341,870
1175	RSU 17 / MSAD 17	Agnes Gray School	ADA	73.00	\$ 801,005
1154	RSU 21	Kennebunkport Consolidated Sch	ADA	71.25	\$ 150,300
1158	RSU 21	Mildred L Day School	ADA	71.25	\$ 197,500
1160	RSU 21	Kennebunk High School	ADA	70.50	\$ -
1152	South Portland School Dept	South Portland High School	ROOF	68.25	\$ 245,450
1151	RSU 57 / MSAD 57	Waterboro Elementary School	OTHER - water	67.75	\$ 373,400
1177	RSU 17 / MSAD 17	Agnes Gray School	OTHER - life safety	67.75	\$ 34,395
1173	RSU 17 / MSAD 17	Oxford Hills Middle School	ADA	66.00	\$ 267,950
1150	East Millinocket School Dept	Schenck High School	ROOF	65.50	\$ 995,520
1163	RSU 17 / MSAD 17	Waterford Memorial School	OTHER - fire alarm	63.00	\$ 2,630
1164	RSU 17 / MSAD 17	Harrison Elementary	OTHER - fire alarm	63.00	\$ 2,630
1165	RSU 17 / MSAD 17	Guy E Rowe School	OTHER - fire alarm	63.00	\$ 2,630
1174	RSU 17 / MSAD 17	Oxford Elementary School	OTHER - fire alarm	63.00	\$ 2,630
1153	South Portland School Dept	South Portland High School	HAZMT	62.00	\$ 419,000
1168	RSU 17 / MSAD 17	Oxford Elementary School (Annex)	ADA	62.00	\$ 148,083
1167	RSU 17 / MSAD 17	Oxford Elementary School (Annex)	OTHER - fire alarm	61.75	\$ 2,630
1169	RSU 17 / MSAD 17	Oxford Hills Comprehensive H S	OTHER - fire alarm	61.25	\$ 4,603
1136	MSAD 27	Fort Kent Community High School	IAQ	61.00	\$ 1,000,000
1132	RSU 18	China Middle School	HAZMT	60.25	\$ 67,075
1135	MSAD 27	Fort Kent Elementary School	IAQ	60.25	\$ 1,000,000
1156	RSU 21	Kennebunkport Consolidated Sch	HAZMT	58.50	\$ 176,690
1137	RSU 24	Sumner Memorial High School	IAQ	58.25	\$ 1,000,000
1159	RSU 21	Kennebunk High School	HAZMT	58.00	\$ -
1144	Auburn School Department	Edward Little High School(Franklin)	IAQ	57.75	\$ 319,929 ✓
1148	Auburn School Department	Walton School	HAZMT	55.75	\$ 24,565 ✓
1143	Auburn School Department	Fairview School	HAZMT	54.75	\$ 40,266 ✓
1170	RSU 17 / MSAD 17	Oxford Hills Comprehensive H S	ADA	54.25	\$ 36,500
1138	RSU 24	Hancock County Technical Center	IAQ	53.75	\$ 1,000,000
1172	RSU 17 / MSAD 17	Oxford Hills Middle School	IAQ	52.50	\$ 220,000
1130	RSU 18	Belgrade Central School	OTHER - safety/ADA	52.00	\$ 46,224
1129	RSU 18	Ralph M Atwood Primary School	OTHER - safety/access	50.25	\$ 237,560
1166	RSU 17 / MSAD 17	Oxford Elementary School (Annex)	IAQ	50.00	\$ 26,037
					\$ 11,117,153

Auburn - \$ 384,760

State - 211,618

Art - 173,142

School Revolving Renovation Fund
2013 Project Ratings

Project	SAU	School	Type	Rating	Loan Amount
<i>The projects listed below rated too low to receive funding</i>					
1140	Auburn School Department	Auburn Middle School	HAZMT	43.25	28,000
1141	Auburn School Department	Edward Little High School	HAZMT	43.25	40,500
1142	Auburn School Department	Fairview School	HAZMT	43.25	28,000
1145	Auburn School Department	Edward Little High School-RETC/SOS	HAZMT	43.25	18,000
1146	Auburn School Department	Sherwood Heights Elementary Sch	HAZMT	43.25	28,000
1147	Auburn School Department	Walton School	HAZMT	43.25	21,750
1149	Auburn School Department	Washburn School	HAZMT	43.25	18,000
1163	RSU 17 / MSAD 17	Waterford Memorial School	OTHER - security	39.75	
1164	RSU 17 / MSAD 17	Harrison Elementary	OTHER - security	39.75	182,250
1165	RSU 17 / MSAD 17	Guy E Rowe School	OTHER - security	39.75	
1171	RSU 17 / MSAD 17	Oxford Hills Middle School	OTHER - security	39.75	
1174	RSU 17 / MSAD 17	Oxford Elementary School	OTHER - security, door	39.75	
1177	RSU 17 / MSAD 17	Agnes Gray School	OTHER - security	39.75	
1162	RSU 17 / MSAD 17	Waterford Memorial School	IAQ	39.50	
1176	RSU 17 / MSAD 17	Agnes Gray School	HAZMT	36.50	
1139	Auburn School Department	Auburn Middle School	IAQ - curtain wall	36.00	18,480
					200,650
<i>The projects listed below are not eligible for funding</i>					
1127	RSU 22 / MSAD 22	Samuel L Wagner Middle School	OTHER		
1128	RSU 22 / MSAD 22	Leroy H Smith School	OTHER		
1131	RSU 18	Belgrade Central School	OTHER		
1133	RSU 18	Messalonskee High School	OTHER		
n/a	RSU 18	Transport, Mainten, Heat Facility	OTHER		
n/a	RSU 17 / MSAD 17	Mildred Fox	OTHER		
n/a	RSU 17 / MSAD 17	Mildred Fox	HAZMT		
n/a	RSU 17 / MSAD 17	Mildred Fox	ADA		
n/a	RSU 17 / MSAD 17	Mildred Fox	IAQ		

**CITY OF AUBURN
NOTICE OF PUBLIC HEARING**

The Auburn City Council will hold a public hearing on Monday, May 6, 2013, at 7:00 p.m. in the Council Chambers, Auburn Hall, 60 Court Street, on a proposed order authorizing a loan by the City in an amount not to exceed \$384,760, and issuance of the City's general obligation bonds therefor. The loan will be funded through from the State School Revolving Renovation Fund and will be used to finance renovations to Fairview School, Walton School and Edward Little High School.

The proposed order is on file at the City Clerk's office and may be inspected during the regular business hours of the City Clerk's office.

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 23-04162013

TITLE: ORDER - AUTHORIZING A LOAN THROUGH THE STATE SCHOOL REVOLVING RENOVATION FUND IN THE AMOUNT OF \$384,760

WHEREAS, the City desires to obtain a loan through the Maine Municipal Bond Bank's (the "Bond Bank") School Revolving Renovation Fund ("SRRF") under the Maine School Facilities Finance Program to finance renovations to Fairview School, Walton School and Edward Little High School; and

WHEREAS, the City expects to enter into a loan agreement with the Bond Bank in an amount not to exceed \$384,760, provided, however, that the City anticipates that 55.15% of said loan (estimated to be \$212,196) will be forgiven and that the City will be obligated to repay the 44.85% balance of said loan (estimated to be \$172,564);

NOW, THEREFORE, BE IT ORDERED BY THE AUBURN CITY COUNCIL, pursuant to Section 5772 of Title 30-A of the Maine Revised Statutes, as amended, the Auburn City Charter and all amendments thereof, and all other authority thereto enabling, and following a public hearing duly called and held as required by Article 8, Section 8.13 of the City Charter:

THAT the Finance Director / City Treasurer are hereby authorized to enter into a loan agreement between the City and the Bond Bank, such loan agreement to contain the usual and customary terms as is required by the Bond Bank under its SRRF program, such loan to be in the amount not to exceed \$384,760, of which 55.15% (estimated to be \$212,196) is expected to be forgiven and 44.85% (estimated to be \$172,564) is expected to be repaid under the terms of the SRRF program (the "SRRF Loan"), such SRRF Loan to be evidenced by the City's general obligation bonds in the amount to be repaid under said SRRF program (anticipated to be an amount not to exceed \$172,564), the proceeds of which loan are hereby appropriated to fund the costs of the following school renovations and improvements (including costs of issuance, capitalized interest, and any other costs related or ancillary thereto) (referred to as the "Projects"):

Amount	Description
\$40,266	Fairview School – Hazardous Material Removal
\$319,929	Edward Little High School – Indoor Air Quality
\$24,565	Walton School - Hazardous Material Removal

THAT the bonds shall be issued as authorized hereunder and shall be signed by the Finance Director / City Treasurer, attested by the City Clerk under the seal of the City. A tax levy is hereby provided for each fiscal year that the bonds authorized hereunder remain outstanding to meet the annual installments of principal and interest as may accrue in each respective year. The bonds may be issued at one time or from time to time, either singly or in series, and the authority and discretion to fix method of sale, issue date, maturities, denominations, interest rate, place of payment, form and other details of said bonds and notes, and to take all other actions and to sign and deliver all other documents, certificates and agreements in order to provide for the sale thereof is hereby delegated to the Finance Director / City Treasurer.

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

THAT the Finance Director / City Treasurer is authorized to negotiate, execute, and deliver, in the name of and on behalf of the Town such contracts, agreements, and other documents and certificates as may be necessary or appropriate as determined and approved by the Finance Director / City Treasurer in connection with the financing of the Projects (the "Financing Documents"), which Financing Documents shall be in such form and contain such terms and conditions, not inconsistent herewith, as may be approved by the Finance Director / City Treasurer such approval to be conclusively evidenced by her execution thereof.

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

THAT the Finance Director / City Treasurer and Clerk be, and hereby are authorized and empowered in the name of the City and on its behalf to do or cause to be done all such other acts and things as may be necessary or desirable in order to complete the SRRF Loan and to effect the issuance, sale and delivery of the bonds hereinabove authorized.

THAT if the Finance Director / City Treasurer or Clerk are for any reason unavailable to complete the SRRF Loan and to approve and execute the bonds or any of the Financing Documents, the person or persons then acting in any such capacity, whether as an assistant, a deputy, or otherwise, is authorized to act for such official with the same force and effect as if such official had herself performed such act.

THAT if any of the officers or officials of the City who have signed or sealed the bonds shall cease to be such officers or officials before the bonds so signed and sealed shall have been actually authenticated or delivered by the City, such bonds nevertheless may be authenticated, issued, and delivered with the same force and effect as though the person or persons who signed or sealed such bonds had not ceased to be such officer or official; and also any such bonds may be signed and sealed on behalf of the City by those persons who, at the actual date of the execution of such bonds, shall be the proper officers and officials of the City, although at the nominal date of such bonds any such person shall not have been such officer or official.

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

THAT in order to finance temporarily the projects described above, the Finance Director / City Treasurer is authorized to expend up to \$384,760 either from available funds of the City or from the proceeds from any bond anticipation note which would be reimbursed or refinanced from bond proceeds.

A public notice providing a general summary of the proposed borrowing was published the same on April 11, 2013, in the Lewiston Sun-Journal, a daily newspaper published in Androscoggin County.

A public hearing was held on April 16, 2013.



City Council Agenda Information Sheet

City of Auburn

Council Meeting Date: April 16, 2013

Ordinance 04-04012013

Author: Clint Deschene, City Manager

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: City Council and School Committee Compensation Ordinance

Information: Per the City Charter adopted in 2005 under Mayor and Council;

“The city council shall, not later than June 30, 2006, determine the annual salary of the councilors by ordinance, but no ordinance increasing such salary shall become effective until the date of commencement of the terms of councilors elected at the next regular election. The councilors shall be reimbursed for their actual and necessary expenses incurred in the performance of their duties of office.”

Under School Committee;

“Upon recommendation from the school committee, the city council shall, not later than June 30, 2006, determine the annual salary of the school committee members by ordinance, but no ordinance increasing such salary shall become effective until the date of commencement of the terms of the school committee members elected at the next regular election. The school committee members shall be reimbursed for their actual and necessary expenses incurred in the performance of their duties.”

Financial: N/A

Action Requested at this Meeting: Recommend passage of first reading.

Previous Meetings and History: N/A

Attachments:

- Section 2.2 from the City Charter
- Section 4.2 from the City Charter
- Ordinance 04-04012013

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

PREAMBLE

We the people of the City of Auburn, under the constitution and laws of the State of Maine, in order to secure the benefits of local self-government and to provide an open and accountable council-manager government, do adopt this Charter, conferring on the City certain powers, subject to certain restrictions and following certain procedures. By this action we secure the benefits of home rule and affirm the values of representative democracy, professional management, strong political leadership, citizen participation, and intergovernmental cooperation.

Article 1 - Grant of Powers

Sec. 1.1 Corporate existence.

The City of Auburn ("City") is a municipal corporation under the name of "City of Auburn" and shall have all the rights, immunities, powers, and privileges, and shall be subject to all the duties, liabilities, and obligations provided in this Charter, of a municipal corporation and may enact ordinances, orders, resolves, and regulations not inconsistent with the State of Maine Constitution and laws.

Sec. 1.2 Construction.

The City's powers under this Charter shall be construed liberally in favor of the City, and the specific mention of particular powers in this Charter shall not be construed as limiting in any way the general power granted in this Article.

Sec. 1.3 Intergovernmental relations.

The City may participate by contract or otherwise with any governmental entity of this State or any other state or states in the United States in the performance of any activity which one or more of such entities has the authority to undertake.

Article 2 - City Council

Sec. 2.1 Powers and duties.

All powers granted to the City by this Charter and State law, except as otherwise specified by this Charter, are vested in the City Council. The City Council shall be the municipal officers of the City for all purposes required by statute or ordinance.

*** Sec. 2.2 Composition and compensation.**

The City Council shall be comprised of the Mayor and seven (7) City Councilors. Five (5) Councilors shall be elected one (1) from each ward by and from the ward's registered voters. Two (2) Councilors shall be elected at-large by and

from the registered voters of the City. The Councilors shall hold office for a term of two (2) years or until their successors are elected and qualified. A write-in candidate for City Council must receive at least twenty-five (25) valid write-in votes in order to qualify for election to that position. The City Council may appoint by rule non-voting student representatives to serve with the City Council.

The City Council shall, not later than June 30, 2006, determine the annual salary of the Councilors by ordinance, but no ordinance increasing such salary shall become effective until the date of commencement of the terms of Councilors elected at the next regular election. The Councilors shall be reimbursed for their actual and necessary expenses incurred in the performance of their duties of office.

Sec. 2.3 Vacancies; forfeiture of office.

In case of the death, resignation, or removal from office more than six (6) months prior to the next regular election, an unexpired term of Councilor shall be filled by a special election, either citywide or in the ward in which the vacancy occurs, as the case may be, the warrants for which shall be issued by the City Council. Whenever the office of Councilor becomes vacant within six (6) months prior to the next municipal election, the City Council shall appoint a qualified representative at-large or from the ward in which the vacancy occurs, as the case may be, to serve until the person elected to fill the vacancy takes office.

A Mayor or Councilor shall forfeit office if that person:

- a. Lacks at any time during the term of office any qualifications for the office prescribed by this Charter or by law, including residency of the ward from which elected;
- b. Violates any express prohibition of this Charter;
- c. Is convicted of a crime involving moral turpitude; or
- d. Fails to attend three (3) consecutive regular meetings of the City Council, or of any board or authority to which appointed by the Mayor under Article 3, Section 3, without being excused by the City Council.

Sec. 2.4 Meetings.

The City Council shall, at the call of the City Clerk or Deputy City Clerk, first meet at Auburn Hall or such other public location within the City within forty-five (45) days after the regular municipal election to be sworn to the faithful discharge of their duties by the City Clerk or Deputy City Clerk. The City Council shall meet for subsequent meetings at such time and place as set by ordinance or resolution

Article 4 - School Committee

Sec. 4.1 Powers and duties. The School Committee shall have all powers and shall perform all duties necessary for care and management of the City's public schools pursuant to State law, which grants these powers and responsibilities to the School Committee, except as otherwise provided in this Charter. The School Committee shall accomplish its duties within the financial limitations established by the City Council in its annual appropriation resolve and such supplemental appropriations voted by the City Council, together with such other revenues it may receive from the Federal or State governments, as well as gifts, grants, and payments from other sources. The School Committee shall be judge of the qualification and election of its members, except as otherwise provided by State law, and shall determine and enforce this Charter as well as its rules relating to procedure, misconduct, and forfeiture of office.

✱ **Sec. 4.2 Composition and compensation.** The School Committee shall consist of the Mayor, or a City Councilor selected by the Mayor, and seven (7) other members. Five (5) members shall be elected, one (1) from each ward by and from its registered voters. Two (2) members shall be elected at-large by and from the City's registered voters. Members shall hold office for a term of two (2) years or until their successors are elected and qualified except that any candidate whose name does not appear on the printed ballot must receive at least twenty-five (25) valid write-in votes in order to qualify for election to that position. The School Committee may appoint by rule non-voting student representatives to serve with the School Committee.

Upon recommendation from the School Committee, the City Council shall, not later than June 30, 2006, determine the annual salary of the School Committee members by ordinance, but no ordinance increasing such salary shall become effective until the date of commencement of the terms of the School Committee members elected at the next regular election. The School Committee members shall be reimbursed for their actual and necessary expenses incurred in the performance of their duties.

Sec. 4.3 Vacancies; forfeitures of office.

In case of the death, resignation, or removal from office more than six (6) months prior to the next regular election, an unexpired term of member shall be filled by a special election, either citywide or in the ward in which the vacancy occurs, as the case may be, the warrants for which shall be issued by the City Council. Whenever the office of member becomes vacant within six (6) months prior to the next municipal election, the School Committee shall appoint a qualified representative at-large or from the ward in which the vacancy occurs, as the case may be, to serve until the person elected to fill the vacancy takes office.

A member shall forfeit office if that member:

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 04-04162013

Be it Ordained, that the following ordinances be adopted:

Sec. 2-25. Salaries of the Mayor and Council.

Elected officials shall receive the following annual salaries, payable as listed:

- (1) *Mayor*. The mayor shall receive an annual salary of \$4,000.00, payable quarterly.
- (2) *City council*. Each of the councilors shall receive an annual salary of \$1,800.00 payable monthly.
- (3) The Mayor or his/her designee shall receive a salary at the rate of \$25.00 per meeting for up to 26 meetings per year.

Sec. 2-382. Salaries of School Committee Members.

Elected School Committee Members shall receive the following annual salaries, payable as listed:

- (4) *School committee*. Each member of the school committee, shall receive a salary at the rate of \$25.00 per meeting for up to 26 meetings per year.
- (5) The Mayor or his/her designee shall receive a salary at the rate of \$25.00 per meeting for up to 26 meetings per year.



City Council Agenda Information Sheet

City of Auburn

Council Meeting Date: April 16, 2013

Order 24-04162013

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: Request from the Auburn Business Association to place temporary signs for the “Citizen of the Year”

Information: A letter was received from Peter Murphy, Board Member of the Auburn Business Association asking to display 3 temporary signs in Auburn.

Financial: N/A

Action Requested at this Meeting: Consider approval of the request

Previous Meetings and History: Yearly request

Attachments:

Letter from Mr. Murphy

Illustration of the sign

Ordinance regarding temporary signs

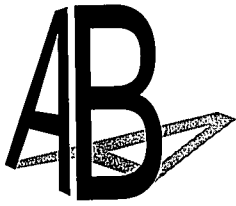
Order 24-04162013

*Agenda items are not limited to these categories.

**City Council
Agenda Information Sheet**

City of Auburn

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



**Auburn Business
Association**

March 29, 2013

To: City of Auburn
From: Peter Murphy, Auburn Business Association
RE: Auburn Business Association "Citizen Of The Year" signs

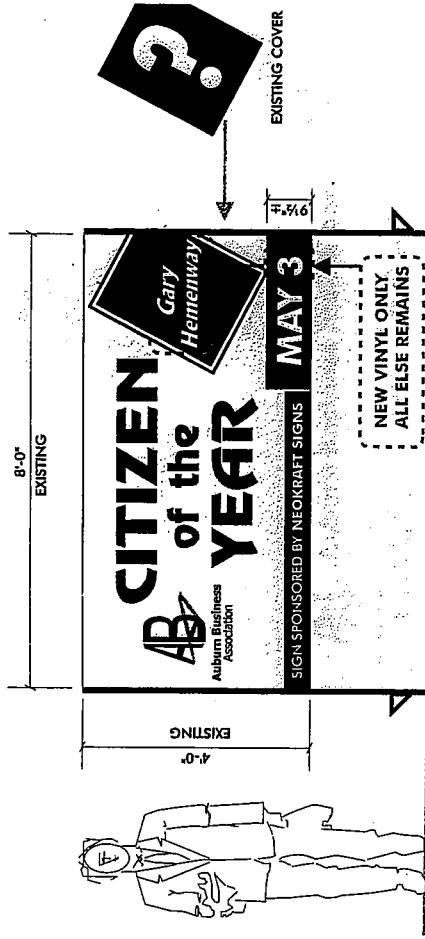
For almost 40 years, The Auburn Business Association has recognized a prominent person as its "Citizen Of The Year". Once again this year, on May 30th, the ABA will be honoring another worthy recipient-former United States Senator, Olympia Snowe. For the past several years, the ABA has placed signs in several locations throughout the City, and this year we are asking the City's permission to display signs on Center Street (in front of Better Homes & Gardens Realty), on Court Street (across from Auburn Hall), and in New Auburn. These are the same signs as used in prior years, updated to reflect current information. To take advantage of their promotional potential, we would like to deploy them as soon as possible, and they would remain in place for the week following the event thereby giving added recognition to the recipient.

For your convenience, I have attached a drawing showing the type of sign which will be installed. I trust that this will give you sufficient information to make a speedy decision regarding this matter. I can be reached at Neokraft Sign Company, 782-9654, or via my cell, 650-7632. Please don't hesitate to contact me if you should require any additional information, and thank you for your help with this matter.

Sincerely,

Peter Murphy
President, Neokraft Sign Company
Board Member, Auburn Business Association

Cc: via email, City Manager, Assistant City Manager, Councilors



REPLACEMENT WHITE VINYL GRAPHICS ON EXISTING SIGNS

VINYL GRAPHICS UPDATES FOR D/F SIGNS

SCALE: 1/2"=1'-0"

(3) SIGNS TOTAL

Auburn Business
Association
14918

SHOP DRAWING

Location:	PO Box 821
	Auburn, Maine
Drawing No.:	1 of 2
Drawn by:	BK
Date:	03.23.2012
Lead No.:	017359
Gen Ref.:	13272, 11487



Neokraft
SIGNS

Neokraft Signs Inc.
688 Main Street
Auburn, Maine 04210
Tel: 207.552.9154 Fax: 207.552.9156
http://www.neokraft.com
© Copyright 2011, BY NEOKRAFT SIGNS, INC.

Sample illustration of sign

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 24-04162013

ORDERED, that the Auburn Business Association may place temporary signs as requested in the March 29, 2013 letter from Peter Murphy, Board Member of the Auburn business Association (attached) as long as their placement does not affect sight distance for streets or adjacent driveways.



City Council Agenda Information Sheet

City of Auburn

Council Meeting Date: April 16, 2013

Order 25-04162013

Author: Gary Johnson, Assistant City Engineer/Addressing Officer

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: Complete Streets Policy

Information: Attached is the latest version of the "Complete Streets Policy" as recommended by the Lewiston-Auburn Bike-Ped Committee for adoption. There are two minor changes from the version presented at workshop on 3-18-2013. Section 1 Vision: fifth line, change word "abilities" to "ability" and Section 10 Implementation: last paragraph change "Right-of-Way projects..." to "Projects that are located within the public right-of-way and also...".

The committee has been asked to reconsider Item 3 of Section 4d "Exceptions" and to make it two separate conditions. The committee will be reviewing this request at its meeting on Wednesday April 10th. The final draft will be provided prior to the meeting on the Tuesday the 16th.

Financial:

Action Requested at this Meeting: Passage of order adopting the Complete Streets Policy

Previous Meetings and History: March 18, 2013 - Council Workshop

Attachments:

Complete Streets Policy Draft 4-3-2013

Order 26-04162013

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

COMPLETE STREETS POLICY

1. Vision

Promoting pedestrian, bicycle, and public transportation travel reduces negative environmental impacts, promotes healthy living, advances the well being of travelers, supports the goal of compact development, and meets the needs of the diverse populations that comprise our communities. The vision of the Cities of Lewiston Auburn (Cities) is of a community in which all residents and visitors, regardless of their age, ability, or financial resources, can safely and efficiently use the public right-of-way to meet their transportation needs regardless of their preferred mode of travel.

2. Policy

The Cities will plan for, design, construct, operate, and maintain an appropriate and integrated transportation system that will meet the needs of motorists, pedestrians, bicyclists, wheelchair users, transit vehicles and riders, freight haulers, emergency responders, and residents of all ages and abilities.

Transportation facilities that support the concept of complete streets include, but are not limited to pavement markings and signs; street and sidewalk lighting; sidewalk and pedestrian safety improvements; Americans with Disabilities Act and Title VI compliance; transit accommodations; bicycle accommodations including intersection detection and appropriate signage and markings; and streetscapes that appeal to and promote pedestrian use.

The system's design will be consistent with and supportive of local neighborhoods, recognizing that transportation needs vary and must be balanced in a flexible, safe, and cost effective manner.

3. Projects

Those involved in the planning and design of projects within the public right-of-way will give consideration to all users and modes of travel from the start of planning and design work. Transportation improvements shall be viewed as opportunities to create safer, more accessible streets for all users. This shall apply to new construction, reconstruction, and rehabilitation. The L-A Bicycle Pedestrian Committee shall be briefed on potential future projects of this nature during or immediately following the annual development of the city's capital improvement program. This will allow the Committee to provide its views regarding complete streets policy early in the planning and design process.

4. Exceptions

Exceptions to this policy may be made under the circumstances listed below:

- a. Street projects may exclude those elements of this policy that would require the accommodation of street uses prohibited by law;

- b. Ordinary maintenance activities such as mowing, snowplowing, sweeping, spot repair, joint or crack sealing, or pothole filling do not require that elements of this policy be applied beyond the scope of that maintenance activity;
- c. Ordinary maintenance paving projects may only exclude the elements of this policy that would require increasing pavement width. However, when such projects do occur, the condition of existing facilities supporting alternate transportation modes should be evaluated as well as the appropriateness of modifying existing pavement markings and signage that supports such alternate modes. This exception does not apply to street reconstruction projects;
- d. Street reconstruction projects and maintenance paving projects which involve widening pavement may exclude elements of this policy when the accommodation of a specific use is expected to:
 - require more space than is physically available, or
 - be located where both current and future demand is proven absent, or
 - drastically increase project costs and equivalent alternatives exist within close proximity, or
 - have adverse impacts on environmental resources such as streams, wetlands, floodplains, or on historic structures or sites above and beyond the impacts of currently existing infrastructure.

In order for an exception to be granted under the conditions stated above and prior to finalizing the design and budget for the intended project, the City Engineer and Director of Public Works must first consult with the City Planner and City Administrator. If the City Administrator concludes that an exception to the policy is warranted, the Administrator or the staff representative to the L-A Bicycle Pedestrian Committee shall consult with the Committee regarding the project and the requested exception. If, after this consultation, a difference of opinion exists between the Committee and staff regarding an exception that has been granted, the Committee may forward its concerns to the City Council for its consideration.

- e. Street projects may exclude the development of sidewalks in areas falling outside those identified as appropriate for sidewalks on the basis of an adopted sidewalk policy.

5. Intergovernmental Cooperation

The Cities will cooperate together and with other transportation agencies including the Maine Department of Transportation (MDOT) and Androscoggin Transportation Resource Center (ATRC) to ensure the principles and practices of complete streets are embedded within their planning, design, construction, and maintenance activities. The two cities will specifically cooperate to ensure the transportation network flows seamlessly between the two communities in accordance with local and regional road, transit, bicycle, and pedestrian plans and mutually agreed upon design criteria.

6. Design Criteria

The Cities, through their Public Works and Planning Departments, shall develop and adopt design criteria, standards, and guidelines based upon recognized best practices in street

design, construction, and operation. To the greatest extent possible, the Cities shall adopt the same standards with particular emphasis on pedestrian and bicycle markings and wayfinding signage. Resources to be referenced in developing these standards shall include, but not necessarily be limited to, the latest editions of: American Association of State Highway Transportation Officials (AASHTO) Policy on Geometric Design of Highways and Streets, Guide for Planning, Designing, and Operating Pedestrian Facilities, and Guide for the Development of Bicycle Facilities; Institute of Transportation Engineers (ITE) Designing Walkable Urban Thoroughfares: A Context Sensitive Approach; National Association of City Transportation Officials (NACTO) Urban Bikeway Design Guide; U.S. Access Board Public Right-of-Way Accessibility Guidelines; Highway Capacity Manual and Highway Safety Manual; and the Manual on Uniform Traffic Control Devices.

The Cities will be permitted to consider innovative or non-traditional design options that provide a comparable level of safety and utility for users as those listed above.

7. Community Context

Implementation of this Policy shall take into account the goal of enhancing the context and character of the surrounding built and natural environments. Transportation facilities, including roads, should be adapted to fit and enhance the character of the surrounding neighborhood.

8. Network

Special attention should be given to projects which enhance the overall transportation system and its connectivity. Specifically, high priority should be given to:

- a. Corridors providing primary access to one or more significant destinations such as a parks or recreation areas, schools, shopping/commercial areas, public transportation, or employment centers;
- b. Corridors serving a relatively high number of users of non-motorized transportation modes;
- c. Corridors providing important continuity or connectivity links to existing pedestrian or bicycle networks;
- d. Projects identified in regional or local bicycle pedestrian plans prepared by organizations such as the ATRC, Androscoggin Land Trust (ALT), and other associated groups.

9. Performance Measures

The City Administrator/Manager and/or designee shall report to the Planning Boards and City Councils on an annual basis on the transportation projects undertaken within the prior year and planned within the coming year and the extent to which each of these projects has met the objectives of this policy.

10. Implementation

This policy will be primarily implemented through developing bike and pedestrian network plans on a regional basis through ATRC and within the Cities through the Joint Bicycle Pedestrian Committee. These plans shall specify the type and location of improvements and shall be implemented as funding becomes available or routine work is completed. Special emphasis shall be placed on those elements of these plans that can be accomplished with

little or no additional expense, such as providing bike lanes where existing pavement is adequate or where road shoulders are sufficient to allow for safe bicycle use.

Additional implementation activities will include, but not be limited to: developing project checklists that incorporate complete streets elements in the Cities' overall design processes; establishing design manuals that clearly set forth the standards to be followed for bike and pedestrian installations including signs and markings; and directing the Planning Boards to evaluate changes to the Cities' respective land development codes that will extend the complete streets concept into private developments through appropriate subdivision and site plan regulations.

Projects that are located within the public right-of-way and also included within the Cities' annual or multi-year capital improvement plans shall specifically reference how the project addresses complete streets issues.

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 25-04162013

ORDERED that the City Council hereby adopts the attached Complete Streets Policy.

COMPLETE STREETS POLICY

1. Vision

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City Council Agenda Information Sheet

City of Auburn

Council Meeting Date: April 16, 2013

Order 26-04162013

Author: Sue Clements-Dallaire, City Clerk

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

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

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

Subject: Appointment to the Water District Board

Information: There are currently two vacancies on the Water District Board. Nominations for several vacancies among several boards and committees were made by the Appointment Committee on 3/6/2013. The nominations were presented to Council at the 4/1/2013 City Council meeting and all appointments were made with the exception of the Water District Board. Per Council vote, the nominations for the Water District Board were removed from the order that was presented (Order 18-03182013) for further consideration.

Financial: N/A

Action Requested at this Meeting: Appoint board members

Previous Meetings and History: Nominations were made by the nominating committee on 3/6/13, the nominations were on the 3/18/2013 agenda for appointment but was postponed to the 4/1/2013 meeting. At that meeting all nominees were appointed with the exception of the Water District Board which was removed from the order for further consideration.

Attachments:

Applications

Order 26-04162013

*Agenda items are not limited to these categories.

JAN 11 2013

Board & Committee Appointment Application

City of Auburn

We're so happy that you've decided to volunteer for our community! The giving of your time is commendable and very much appreciated. Without people like you coming forward our community would not be as strong, as vibrant, or as great as it is – thank you so much! Please complete the form below and return it to the City Clerk's office. Again, on behalf of all of us at the City of Auburn, I hope your volunteer experience is rewarding, and thank you for being an outstanding citizen!

Application for: ☐ New Appointment ☒ Reappointment (Initial Date Appointed: 1991 RENEWED 2012)

Name: BRUCE RIOUX Ward: 5 Years as an Auburn Resident: 36

Mailing Address: 85 MARY CARROLL ST., AUBURN, ME 04210

Physical Address: 85 MARY CARROLL ST. AUBURN, ME

Phone: 207 783-7494 Email: brioux@sunjournal.com

Describe your education and/or experience or attach a resume:

2 YRS UNIV. OF MAINE (ENGINEERING); FORMER BUSINESS OWNER (THE
CARRIAGE HOUSE) IN BOTH AUB + LEW.; FORMER CITY COUNCILOR
WARD 5 AUBURN, AUBURN WATER DIST. 1991 AUB. BUS. DEV. CORP
SINCE 1985

Which board or committee would you like to serve on? (One per application)

AUBURN WATER DISTRICT

Why do you want to serve (please limit to 150 words or less. Please attach).

What do you hope to accomplish (please limit to 150 words or less. Please attach).

The following are the current committees and boards in Auburn:

- | | |
|------------------------------|-------------------------------|
| ▪ 911 Committee | ▪ Ethics Panel |
| ▪ Airport Board | ▪ L/A Cable TV Advisory Board |
| ▪ Assessment Review Board | ▪ L/A Community Forest Board |
| ▪ Auburn Housing Authority | ▪ L/A Transit Committee |
| ▪ Auburn Water District | ▪ Planning Board* |
| ▪ Auburn Sewer District | ▪ Parks & Recreation Advisory |
| ▪ Community Development Loan | Committee |
| Committee | ▪ Zoning Board of Appeals |

Incomplete applications and those which list more than one committee will not be considered. Applications are valid for a period of six months. Submission of an application does not imply or guarantee an appointment to any board or committee. The City reserves the right to appoint board and committee members as vacancies arise and to perform background checks or any other necessary investigations on applicants.

Application

City of Auburn

I certify that this information is true to the best of my knowledge and agree to the terms and conditions set forth above.

Signature: Bruce Rivis Date: 1/7/2013

*The City Council strives to promote membership and by practice will attempt to limit the number of boards or committees any one person will serve.

*The City Council also strives to maintain balance of ward distribution on all boards, commissions, or committees.

Susan Clements-Dallaire, City Clerk

sdallaire@ci.auburn.me.us

333-6600

Dear City of Auburn,

Thank you for your consideration of my re-appointment to the Auburn Water District. Perhaps the following will allow you to get to know me better.

I have served on numerous volunteer boards since I was a teenager and became active in my church. I firmly believe that every able bodied American Citizen has an obligation to give back to his/her community in one form or another. Our community gives us so much to be thankful for.

As a City Councilor from Ward 5, I first became active on the Auburn Water District Trustee Board in 1990-91 when I was assigned to that committee by Mayor Richard Trafton. Shortly after leaving the City Council to raise my young family, a vacancy occurred and I once again became an Auburn Water District Trustee and have served ever since.

I studied both forestry and civil engineering in college. I enjoy the math, science and business aspect of our daily AWD challenges of providing safe, clean drinking water to our citizens at the best price possible. Our State and Federal mandates are complex, and our always changing environment is constantly challenging us to overcome new threats to our water supply.

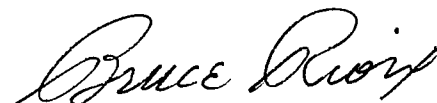
In the past year I have learned of new educational opportunities in watersheds that I would like to see implemented in Auburn. It will involve education of elementary school children and hopefully get them engaged in the science and importance of environmental stewardship. It is a very exciting and comprehensive program done in other parts of Maine and the US.

I am also past president of the Auburn Business Development Corp. Board and fully understand the relationship between providing affordable high quality water to our businesses like Cascade Formed Fiber. GE and Tambrands. And as a former City Councilor, I understand the challenges our leaders have to deliver the requested services.

Lastly, I am always willing to learn more about our city, our water, waste water and government.

Thank you for your thoughtful consideration

All the Best,
Bruce Rioux
85 Mary Carroll St.

A handwritten signature in cursive script that reads "Bruce Rioux".

Board & Committee Appointment Application**City of Auburn**

We're so happy that you've decided to volunteer for our community! The giving of your time is commendable and very much appreciated. Without people like you coming forward our community would not be as strong, as vibrant, or as great as it is – thank you so much! Please complete the form below and return it to the City Clerk's office. Again, on behalf of all of us at the City of Auburn, I hope your volunteer experience is rewarding, and thank you for being an outstanding citizen!

Application for: ☒ New Appointment ☐ Reappointment (Initial Date Appointed: _____)

Name: Richard S. Whiting Ward: 1 Years as an Auburn Resident: 52

Mailing Address: 24 Beaver Road, Auburn, Maine 04210-8725

Physical Address: same

Phone: 207.782-1836 Email: rbwhiting@roadrunner.com

Describe your education and/or experience or attach a resume:

Graduate of Edward Little High School

Graduate of Harvard College, cum laude

Which board or committee would you like to serve on? (One per application)

Auburn Water District

Why do you want to serve (please limit to 150 words or less. Please attach).

(see page 2)

What do you hope to accomplish (please limit to 150 words or less. Please attach).

(see page 2)

The following are the current committees and boards in Auburn:

- | | |
|--|---|
| ▪ 911 Committee | ▪ Ethics Panel |
| ▪ Airport Board | ▪ L/A Cable TV Advisory Board |
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| ▪ Auburn Housing Authority | ▪ L/A Transit Committee |
| ▪ Auburn Water District | ▪ Planning Board* |
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| ▪ Community Development Loan Committee | ▪ Zoning Board of Appeals |

Incomplete applications and those which list more than one committee will not be considered. Applications are valid for a period of six months. Submission of an application does not imply or guarantee an appointment to any board or committee. The City reserves the right to appoint board and committee members as vacancies arise and to perform background checks or any other necessary investigations on applicants.

Application **City of Auburn**

I certify that this information is true to the best of my knowledge and agree to the terms and conditions set forth above.

Signature:  Date: 01-07-2012

*The City Council strives to promote membership and by practice will attempt to limit the number of boards or committees any one person will serve.

*The City Council also strives to maintain balance of ward distribution on all boards, commissions, or committees.

Susan Clements-Dallaire, City Clerk

sdallaire@ci.auburn.me.us

333-6600

I enjoy community service, having served for approximately 15 years on the planning board and on 2 comprehensive plan committees, most recently as its chairman. I am particularly interested in the Water District because of its great importance to the economic vitality & growth potential of the area. I have resided &/or worked in every Ward of the City and feel I can represent the interests of the whole community and not just my neighborhood in North Auburn.

I would like to see the Water District continue its exemplary protection efforts regarding the Lake and the watershed. I believe we can have high quality water at reasonable cost indefinitely as long as we properly protect the lake and the watershed. The potential for recreational uses that are compatible with water quality is quite high & is worth pursuing (extending the perimeter trail system, for example). I worked closely with John Storer & Sid Hazelton on the replacement of the Hampshire Street water line required when Webster School was redeveloped, saving ratepayers almost \$70,000 by funding it as an off-site development expense.

Resume

Richard S. Whiting
24 Beaver Road
Auburn, Maine 04212-3037

Auburn Housing Authority
20 Great Falls Plaza – P.O. Box 3037
Auburn, Maine 04212-3037
Executive Director since November, 1985
Deputy Director, 1982-1985
Leased Housing Director, 1979-1982
Auburn Housing Authority has grown from 471 assisted housing units in 1979 to 1011 assisted housing units at present, 421 of which are owned and/or managed by Auburn Housing Authority or its affiliated corporations, Auburn Residential Development Corporation (ARDC), & Auburn Housing Development Corporation (AHDC), both 501c3 corporations.

President, previously Secretary from 1999-2009
Residential Initiatives for Maine (RIFME) a 501c3 corporation providing training and joint purchasing for Maine housing authorities

Chairman, City of Auburn's Comprehensive Plan Committee

Past Vice President, Past President, and Building Committee Chairman of the Auburn Public Library. Board member from 1990-96 and 2000-2009.

Former Member, Auburn Planning Board

Former 22 year Member, and Past President, Auburn Lewiston Kiwanis Club

Executive Board member, New England Regional Council of the National Association of Housing & Redevelopment Officials

Member and Past President, Maine Association of Public Housing Directors

Vice Chairman, Maine Affordable Housing Coalition

Reader, Book Reach Program (weekly reading program in family daycare homes)

JAN 15 2013

2nd
preference
(see
email)

Board & Committee Appointment Application

City of Auburn

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Application for: ☒ New Appointment ☐ Reappointment (Initial Date Appointed: _____)

Name: DANIEL CURTIS Ward: 2 Years as an Auburn Resident: 3.5

Mailing Address: 66 NOTTINGHAM RD, AUBURN

Physical Address: SAME

Phone: 312-5086 Email: djcurtis.jr@gmail.com

Describe your education and/or experience or attach a resume:

B.S. in Civil Engr Tech

MBA in Accounting

16 years as an Army ENGINEER OFFICER

Which board or committee would you like to serve on? (One per application)

AUBURN WATER DISTRICT

Why do you want to serve (please limit to 150 words or less. Please attach).

What do you hope to accomplish (please limit to 150 words or less. Please attach).

The following are the current committees and boards in Auburn:

- | | |
|--|---|
| ▪ 911 Committee | ▪ Ethics Panel |
| ▪ Airport Board | ▪ L/A Cable TV Advisory Board |
| ▪ Assessment Review Board | ▪ L/A Community Forest Board |
| ▪ Auburn Housing Authority | ▪ L/A Transit Committee |
| ▪ Auburn Water District | ▪ Planning Board* |
| ▪ Auburn Sewer District | ▪ Parks & Recreation Advisory Committee |
| ▪ Community Development Loan Committee | ▪ Zoning Board of Appeals |

Incomplete applications and those which list more than one committee will not be considered. Applications are valid for a period of six months. Submission of an application does not imply or guarantee an appointment to any board or committee. The City reserves the right to appoint board and committee members as vacancies arise and to perform background checks or any other necessary investigations on applicants.

Application

City of Auburn

I certify that this information is true to the best of my knowledge and agree to the terms and conditions set forth above.

Signature: 

Date: 14 JAN 2013

*The City Council strives to promote membership and by practice will attempt to limit the number of boards or committees any one person will serve.

*The City Council also strives to maintain balance of ward distribution on all boards, commissions, or committees.

Susan Clements-Dallaire, City Clerk

sdallaire@ci.auburn.me.us

333-6600

Auburn Board & Committee Application (cont.):

FOR ZONING BOARD OF APPEALS

Why do you want to serve? *I believe that it is an obligation of every citizen to serve their community in some form. Aside from simply paying taxes through entrepreneurial endeavors or other means of labor, dedicating one's time is in my opinion the most meaningful. Our community can only prosper if its citizens take an active role in this enterprise. I want to serve because I believe it is my duty.*

What do you hope to accomplish? *Through my service on the Zoning Board of Appeals I seek to be an advocate for the citizens of Auburn while working to maintain the integrity of the City's Zoning Ordinances and City's Comprehensive Plan. Obviously each resident of Auburn has certain rights and a means to redress what they believe an infringement upon these rights. However, the Comprehensive Plan and Zoning Ordinances exist to protect the rights of all residents. It is my goal to serve and preserve the reliability of the process while ensuring each appeal is provided due process.*

AUBURN HOUSING AUTHORITY

Why do you want to serve? Same as above.

What do you hope to accomplish? *As a member of the Citizen's Advisory Committee to the CDBG I have had insight into the many issues and challenges facing our community. Federal and State budget issues are very real and are going to impact our ability to provide assistance to low-income families and residents. Safe and affordable housing is a necessity for any citizen and providing opportunities for current and future residents is paramount to ensuring the City's Comprehensive Plan can succeed. It is my intent to bring a new perspective to this committee and perhaps offer more creative ways to provide such opportunities to Auburn residents. My education and professional experiences brings additional resources to bear on our problem and can help solve these problems.*

AUBURN WATER DISTRICT

Why do you want to serve? Same as above. *Let me add that I am committed to serving and I have selected these boards or committees because they interest me, as did service on the planning board. My commitment is such that I'll serve on others if necessary.*

What do you hope to accomplish? *Serving as a member of the Auburn Water District would provide me the opportunity to utilize my experience and education to help save the City money and in turn save its citizens some much needed cash as well. These savings could be utilized in other ways to further the City's Comprehensive Plan. We need to use all resources at our disposal to find ways to save money and maximize resources in these fiscally challenged periods. As an Army Engineer with an MBA it is my goal to be a resource for the City and its citizens.*

COMMUNITY FOREST BOARD

Why do you want to serve? Same as above.

What do you hope to accomplish? *As an avid outdoorsman and a lover of our environment service on this board would provide me a truly enjoyable and meaningful opportunity for me to serve. My goal on this board is to bring my love of the environment and the outdoors to a urban community where in some cases such a love does not exist. Our forests are a critical resource and in urban areas tend to be placed on the back-burner, especially when financial times are tough. We'll need to capitalize on a vast number of resources that exist in Auburn and surrounding areas. As an Army Engineer and planner I bring to the table experience, expertise, and time to dedicate to creating long-term plans utilizing various funding sources to improve our community's forests.*

JAN 1 8 2013

Board & Committee Appointment Application

City of Auburn

We're so happy that you've decided to volunteer for our community! The giving of your time is commendable and very much appreciated. Without people like you coming forward our community would not be as strong, as vibrant, or as great as it is – thank you so much! Please complete the form below and return it to the City Clerk's office. Again, on behalf of all of us at the City of Auburn, I hope your volunteer experience is rewarding, and thank you for being an outstanding citizen!

Application for: ☐ New Appointment ☒ Reappointment (Initial Date Appointed: March, 2009)

Name: Robert Cavanagh Ward: 1 Years as an Auburn Resident: 64

Mailing Address: 127 Field Ave. Auburn, ME 04210

Physical Address: 127 Field Ave. Auburn, ME 04210

Phone: 783-1032 Email: bobfrommainecentral@yahoo.com

Describe your education and/or experience or attach a resume:

1967 ELHS graduate
University of Maine at Farmington: 1967-1971: BS Degree

Which board or committee would you like to serve on? (One per application)

Auburn Water District

Why do you want to serve (please limit to 150 words or less. Please attach).

What do you hope to accomplish (please limit to 150 words or less. Please attach).

The following are the current committees and boards in Auburn:

- | | |
|--|---|
| ▪ 911 Committee | ▪ Ethics Panel |
| ▪ Airport Board | ▪ L/A Cable TV Advisory Board |
| ▪ Assessment Review Board | ▪ L/A Community Forest Board |
| ▪ Auburn Housing Authority | ▪ L/A Transit Committee |
| ▪ Auburn Water District | ▪ Planning Board* |
| ▪ Auburn Sewer District | ▪ Parks & Recreation Advisory Committee |
| ▪ Community Development Loan Committee | ▪ Zoning Board of Appeals |

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Application

City of Auburn

I certify that this information is true to the best of my knowledge and agree to the terms and conditions set forth above.

Signature: Robert Cavanagh Date: January 17, 2013

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Susan Clements-Dallaire, City Clerk

sdallaire@ci.auburn.me.us

333-6600

As a life-long resident of the City of Auburn I have always been fully-aware of the enormous value of Lake Auburn as the sole source of drinking water for Auburn and Lewiston, and the importance of keeping the lake clean and safe. I have always been keenly interested in the lake's protection from any potential source of pollution from the lake's shoreline or watershed tributaries.

A delicate balance must be kept, allowing recreational boating and fishing opportunities for the public, as is now the policy. Preservation of water quality is of utmost importance.

I am a fiscal watchdog in overseeing monthly expenditures; and approve annual budgets with modest rate increases every few years, continuously keeping water rates among the lowest in the state.

Looking to the future, I will continue to support District policy and activities aimed at protecting Lake Auburn's shores and watershed tributaries flowing into Lake Auburn from pollution sources and be supportive of the gull management program with the U.S. Fish and Wildlife Service.

I will continue to monitor monthly expenditures and annual budgets and take part in operational decisions with the goal of keeping water rates among the lowest in Maine while maintaining the water purification and distribution infrastructure and keeping employee wages and benefits reasonably comparable to those of City of Auburn employees and employees of other water districts in Maine. I support and wish to retain our skilled, motivated, and valuable Auburn Water District employees.

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 26-04162013

ORDERED, that the following individuals be appointed to the Water District Board each with a term expiration of 03/01/2017.

- 1.
- 2.



City Council Information Sheet

City of Auburn

Council Meeting Date: April 16, 2013

Subject: Executive Session

Information: Executive Session regarding a real estate matter, pursuant to 1 M.R.S.A. §405(6)(C).

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

- A. Discussion 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: April 16, 2013

Subject: Executive Session

Information: Executive Session regarding a personnel matter, pursuant to 1 M.R.S.A. §405(6)(A).

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: April 16, 2013

Subject: Executive Session

Information: Executive Session regarding a matter regarding economic development, pursuant to 1 M.R.S.A. §405(6)(C).

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

- A. Discussion 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.