



City Council Meeting and Workshop

November 4, 2013

Agenda

5:30 P.M. Workshop

- A. Lewiston/Auburn Economic Growth Council (LAEGC) – Clint Deschene (60 minutes)
- B. Repurposing Ingersoll Arena – Clint Deschene (20 minutes)
- C. Lewiston/Auburn Transit Committee (LATC) – Clint Deschene (20 minutes)
- D. Executive session - MSEA labor negotiations discussion, pursuant to 1 M.R.S.A. §405(6)(D).
- E. Executive session – Labor negotiations update (Fire, MAP Patrol, MAP Command) pursuant to 1 M.R.S.A. §405(6)(D).
- F. Tree harvesting – Denis D’Auteuil (15 minutes)
- G. Committee appointment process – Clint Deschene (10 minutes)

More workshop items have been scheduled than time will allow. The City Manager would like to recommend continuing the workshop at the end of the agenda if Council is in agreement.

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 97-11042013*

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

2. Order 98-11042013*

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

II. Minutes

- October 21, 2013 Regular Council Meeting

III. Reports

Mayor’s Report

City Manager’s Report

Committee Reports

- **Transportation**
 - Androscoggin Transportation Resource Center – Mayor LaBonte
 - Lewiston Auburn Transit – Councilor Gerry
 - Airport, Railroad – Councilor Hayes
 - Bike-Ped Committee – Councilor Shea
- **Housing**

Auburn City Council Meeting & Workshop

November 4, 2013

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

City Councilors' Reports

IV. Communications, Presentations and Recognitions

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

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

VI. Unfinished Business

1. Order 86-10072013

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

Staff recommends that Council delay action on this item until December 16, 2013.

VII. New Business

2. Ordinance 14-11042013

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

VIII. Executive Session

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

X. Adjournment

Auburn City Council Meeting & Workshop

November 4, 2013

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

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



City Council Workshop Information Sheet

City of Auburn

Council Workshop Date: November 4, 2013

Item A

Author: Clint Deschene, City Manager

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

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

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

Subject: Lewiston/Auburn Economic Growth Council (LAEGC)

Information: As a result of the workshop on the 21st of October the Council requested additional information. Also a request was made by Councilor Walker and Crowley to consider bidding the services pursuant to the City bid policy. These items are being presented for one discussion and workshop.

Attached is memo going into further detail the research and information. Some research is expected by Monday but in order to prepare the packet and continue the discussion all information available is included with more to come by Monday.

In regards to schedule I would suggest the Council intend a final vote or decision on direction by December 2nd, 2013.

Financial: May impact future year budgets depending on final agreement.

Action Requested at this Meeting: Continue discussion

Previous Meetings and History: October 21, 2013 Workshop discussion

Attachments:

Agenda Item Request – Councilors Walker and Crowley
2013 Chamber Strategic Plan
Memo-Economic Development Services Model 2014
City of Auburn Joint Purchasing and Procurement Policy
Addendum to the Joint Purchasing and Procurement Policy
Greater Portland Economic Development Corporation (GPEDC) Protocol and Handling of Prospects
GPEDC Business Plan 2011-2013
GPEDC Committee Accomplishments
GPEDC By-Laws
GPEDC Financial Report – August 2013
10/21/2013 Workshop material
Management and Operations Services Agreement

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



City Council Workshop Agenda Item Request Form

City of Auburn

Requesting Councilor's Name: Leroy Walker Ward 5 2013.10.22
Second Councilor Name: Tizz E. H. Crowley Ward 1 2013.10.23

Policy: The City Council should follow the procurement policy which would require a formal competitive bid (RFP) as the estimated expense will exceed \$25,000. There is not an exception for single source as many businesses supply these services in total or in segments. Auburn's interest is in securing economic development support services.

Summary of Issue:

Large Purchases (\$25,000 and up) – All purchases if \$25,000 or more are **required** to obtain formal competitive bids (RFP) for purchases of equipment, materials, services or for construction projects totaling \$25,000 or more. The City Facilities Manager/Purchasing Agent and the School Business Manager are responsible for the formal competitive procurement process for their respective departments.

Exceptions to Competitive Process: With proper approval, certain exceptions to normal competitive procedures are permitted. For example: single source vendors, emergency purchases, group purchasing programs, etc.

In addition to LAEGC, we have City of Auburn Economic and Community Development Department, the Maine Development Foundations, the Maine Economic and Community Development Department, Maine Chapter of Services Corps of Retired Executives (score), Robert Doucette Company, Maine Small Business Development Centers, Community Concepts, David Cole Consulting, U.S. Small Business Administration (SBA), Community Dynamics Corporation, Maine and Company, Rural Development, Economic Development Administration (EDA), Starbird Leadership Consultants, Programs of the U.S. Department of Commerce, Small Business Innovation Research (SBIR), University of Maine Faculty Research, Androscoggin Valley Council of Governments (AVOG) providing some or all services listed in our requirements.

The RFP process does not require us to take the lowest bid, but to help find the best product or service for our needs. With the number of available providers, there is no justification for single source vendor.

If LAEGC is the best for Auburn, then it will be successful in the RFP process.

Recommended Action for Consideration: The City Council set a deadline for the next payment. It provided the City Manager with 5 months for resolution. The procurement policy has been in place for almost a year. We need to follow the process outlined.

Existing Policy References (Comp. Plan, etc): see above

Committees of Jurisdiction (if applicable):

DO NOT WRITE BELOW THIS LINE

Date Received: _____ Received By: _____
(City Manager)

Date Received: _____ Received By: _____
(Mayor)

Staff Assigned:

2013 STRATEGIC PLAN

ANDROSCOGGIN COUNTY CHAMBER OF COMMERCE



Priorities, Goals and Action Items

EXECUTIVE SUMMARY

The Board of Directors, Members of the YPLAA Steering Committee and the Staff of the Androscoggin County Chamber of Commerce met on Friday, November 15, 2012 to discuss the future priorities of the Chamber. After much discussion, the following priorities were determined to be of importance in 2013 (in no particular order of importance):

- 1) Succession Planning
- 2) Membership Retention, Support and Benefits
- 3) Programming
- 4) Community Marketing and Collaboration
- 5) Business/Economic Development/Government Connections
- 6) Finance

This plan contains the goals that were developed as part of the Strategic Planning Session. Each goal is specific and includes timelines, action items and designates an individual or group of individuals who will be responsible for overseeing the development and accomplishment of the goals.

There are several documents that contribute to this plan. These documents contain information and data that led to the final determination of the priorities and goals that have been set:

- 1 - Pre-Work Questions Answers Compiled
- 2 – Retreat - Major Themes and Ideas
- 3 – Chamber Retreat Agenda
- 4 – Retreat Group Discussions Compiled
- 5 – Retreat Summary and Feedback

The plan has been approved by the Board of Directors and will be reviewed on a quarterly basis, at a minimum.

PRIORITY #1: Succession Planning

Goal: Develop a Succession Planning process by December 31, 2013.

Who's Responsible: Executive Committee of the Board and Community/Member Stakeholders

Action Steps:

- 1) Executive Committee of the Board to provide the Board of Directors with a progress report of the work that has been completed thus far in regards to Succession Planning by January 31, 2013, including:
 - a. Disseminate the list of all roles that Chip is currently responsible for by January 31, 2013.
 - b. Reaffirm the Executive Committee to serve as an Ad Hoc Succession Planning Committee by January 31, 2013.
- 2) Executive Committee meets and identifies key stakeholders that should be involved in the Succession Planning process by February 28, 2013.
- 3) Executive Committee invite key stakeholders identified to get involved in the process by March 15, 2013.
- 4) Executive Committee meets and identifies the next steps in creating a Succession Plan process and report to the full Board of Directors by April 30, 2013.
- 5) Succession Planning process approved by the Board of Directors by December 31, 2013.

PRIORITY #2: Membership Retention, Support and Benefits

Goal: To Recruit, Retain and Recapture Members.
Decrease turnover by 25%.
Create Ambassadors out of those who are on-boarded.
Resign 25 former members.
Identify signs of At-Risk Members.

Who's Responsible: Membership Services Committee

Action Steps:

- 1) Develop a new member welcoming protocol by February 28, 2013.
- 2) Develop a process to identify At-Risk Members by March 31, 2013.
- 3) Review and modify the ambassador job description by March 31, 2013.
- 4) Measure effectiveness of on-boarding procedures by October 31, 2013

New member welcoming protocol could include:

- 1) Initial Contact
 - Determine the protocol
 - Determine the goal of the Committee
 - Determine the goal of the member
- 2) Quarterly Contact – 1st Quarter, Every Month
- 3) 2nd Contact – Face to Face
 - Try to find a GOOD match
 - Explain committees
 - “Can we promote something for you?”
 - Develop name recognition
- 4) Develop “Know Your Chamber” webinar
- 5) Clearly communicate benefits of Membership
- 6) Measure the effectiveness of new on-boarding procedures
- 7) Recruit additional ambassadors

PRIORITY #3: Programming

Goal: Evaluate and develop a plan for programming to meet the needs and expectations of all members by 9/30/2013.

Who's Responsible: Member Services Committee and Chamber Staff

Action Steps:

- 1) Develop questions for an in-person survey by 1/15/2013.
- 2) Complete survey with membership as part of the Chamber's Thank You Day in February 2013.
- 3) Compile a list of all Chamber programs by 1/31/2013.
- 4) Gather data on programs and complete an analysis of each program identified by 7/31/2013.

At a minimum, the analysis should include:

- Demographics (who is currently attending the programs?)
 - Finances (what does each program cost the Chamber? - - data to be compiled by the Ad Hoc Finance Committee)
 - Income (what kind of revenue does the Chamber see? - - data to be compiled by the Ad Hoc Finance Committee)
 - Staff Time (what kind of staff time is involved in the program?)
 - Relation to the Chamber Mission (does the program support the Chamber's mission?)
 - Effectiveness of Program (from the member's perspective, is the program effective in meeting their needs)
- 5) Determine/Repackage/Redevelop new ways of delivering programming to members which may include face to face, webinars, master mind groups and more by 9/30/2013.
 - 6) Research and develop, if deemed appropriate, industry specific programs which may include programming on industry specific certifications by 9/30/2013.

PRIORITY #4: Community Marketing/Collaboration

Goal: Work in assisting the Androscoggin Land Trust and both cities to adopt a way finding signage plan and pilot installation in the downtown by the Summer of 2013. (note: Both cities have identified funding for this project)

Who's Responsible: Regional Image Committee

Action Steps:

- 1) Hold community forums and interviews by September 30, 2012.
- 2) Create a design process by September 30, 2012.
- 3) Proof presentations for refinement by September 30, 2012.
- 4) Finalize steps to include getting commitments from the Councils, the Chamber Board and the LAEGC Board by December 31, 2012.
- 5) Support the Land Trust's signage plans and process – Immediate and on-going

PRIORITY #4: Community Marketing/Collaboration

Goal: Develop and adopt a brand for the community by December 31, 2013.

Who's Responsible: Regional Image Committee

Action Steps:

- 1) Get all interested parties on the same page including, but not limited to:
 - Chamber of Commerce
 - LAEGC
 - AVCOG
 - City of Lewiston
 - City of Auburn
 - Identified Major Stakeholders
- 2) Re-dedicate the existing Regional Image "Branding Sub-Committee" by December 31, 2012
 - Bring in 2 (min.) representatives from each Stakeholder Group
 - Make Joint Council presentation request
- 3) Design an RFP and budget by March 31, 2013:
 - Graphics
 - Messaging (tagline)
 - Community Forum Facilitation (2 min)
 - Business Interviews
 - Stakeholder Interviews (colleges, non-profits, etc.)
 - Projected timeline
 - Budget
 - Decision process
- 4) Complete a Joint Council presentation by April 30, 2013.
- 5) Adopt Budgets by May 31, 2013.
- 6) Seek Private Funding by May 31, 2013.
- 7) Issue the RFP by May 31, 2013.
- 8) Make a proposal selection and sign the contract by June 30, 2013. (Coordinate contractor with initial fabrication of signage project)
- 9) Proceed with project and follow through to completion by December 31, 2013.

PRIORITY #5: Business/Economic Development/Government Connections

Goal: Work with community partners to ensure a healthy business and economic climate for our community on an ongoing basis.

Who's Responsible: Business Advocacy Committee

Action Steps:

- 1) Advocate for business in Augusta with monthly report outs to the Board (i.e.: If Chip has lobbied on a particular bill benefitting a particular business, this needs to be communicated). – Immediate and on-going.
- 2) Hold monthly meetings of the Business Advocacy Committee starting in January 2013.
- 3) Hold quarterly meetings with legislators starting in the 1st quarter of 2013.
- 4) Encourage Chamber members to run for office starting in the 1st quarter of 2013.
- 5) Identify Challenges our local businesses face via surveys and/or round table conversations by 7/31/2013.
- 6) Determine workforce development needs and coordinate short-term and long-term solutions by 7/31/2013. (i.e.: Pre-K – 12 education, college education, retaining residents, live-ability of our community)
- 7) Create an economic development strategy developed by all stakeholders verses separate silo operations by 12/31/2013.
- 8) Allocate staff and volunteer time to collaborate with government officials by 12/31/2013.

PRIORITY #6: Finances

Goal: Develop among Board Members an in-depth understanding of Chamber Finances by 8/31/2013.

Who's Responsible: Ad Hoc Finance Committee to include Mike Cox, Mike Malloy, Robin Robbins, Carl Sheline, Mark Stasium, Maureen Aube, and Chip Morrison.

Action Steps:

- 1) Constitute Committee by February 28
- 2) Research information available from the Chamber database and accounting system
- 3) Develop financial indicator data which could include:
 - How different members support the Chamber financially
 - Where the money comes from, where it goes and what the need is for reserves
 - Comparative data with Chamber peers
 - Approximate the ROI of programs
 - Identify other possible revenue sources and dues systems
 - Develop rationale for major money sources
 - Examine the timing of the budget and dues decisions
 - Identify what information should be regularly reported to the Board of Directors
- 4) Make recommendations for changes (or no changes) by **August 31, 2013**.

ECONOMIC DEVELOPMENT SERVICES MODEL 2014

INTRODUCTION:

Included with this memo is a significant amount of information. In the conclusion I have provided some clear recommendations on the direction. In order to be very clear I want to provide a condensed version of my recommendations in advance of reading the below material and attachments.

1. The services and contract sought with LAEGC, I do not feel should be put to bid because:
 - a. The direction of the Council was to seek a contract with LAEGC in the budget resolve.
 - b. The historic approach to this service is a joint purchase with Lewiston.
 - c. Although some pieces are biddable it is my feeling that keeping the program under one umbrella with clear direction to LAEGC that they should seek bidding components of the scope of services in their operational plan.
 - d. The assembled knowledge and experience of the private sector members of the LAEGC board has significant value in excessive of the services provided in contract.
2. The City of Auburn should ask for revisions to the agreement as outlined in Section 4(B) of the conclusion.
3. The Council should modify the downtown component. Downtown services should remain but should not be as inclusive as requested. Simply put the shared downtown position should be a goal to work toward over the next three to five years.
4. The City Council should execute a contract between LAEGC, the City of Auburn, and the City of Lewiston, with the expectation that the first year funding provided by Auburn should be amended to reflect the recommended changes. And a three year projection or plan should be implemented reduce Auburn's contribution as stronger private sector model is initiated.
5. Further, since all components of the scope of services are modeled on "joint economic development services" with Lewiston it is not feasible to bid because Lewiston in my evaluation is not likely to support a model where LAEGC is not the provider. The result is a single alternative; end the joint relationship, cease funding to LAEGC, and develop an Auburn only model.

BACKGROUND:

The Council has set a date of December 1st, 2014 to have an agreement with the Lewiston Auburn Economic Growth Council ("LAEGC"). Verbatim:

BE IT FURTHER RESOLVED that the City Manager shall propose and have established by the Auburn City Council a contract with LAEGC for services to be provided to the City of Auburn for economic development to occur within 5 months of the fiscal year with the consequence being the elimination of funding.

The Mayor and I, at the Council's direction, have participated in a process that currently has a draft contract and scope of services in front of the Council for consideration. The current path I feel could yield a decision by December 2nd, 2013.

On October 21st, 2013 the Council had a workshop where the following items or areas were identified for more information clarification:

1. Determine the amount of funding to the Comprehensive Economic Development Strategy ("CEDS") to AVCOG and how it is utilized? Can it be appropriated differently?
 - a. Response: \$60,000. I expect an explanation for the night of the meeting but in my words this source is more a future opportunity to improve in concert with the LAEGC structure.
2. Obtain copies of the Greater Portland Economic Development Committee ("GPEDC") work plan, budget, and non-compete protocols.
 - a. Response: Documents are attached and in my review I feel that operationally there are pieces that should be considered and implemented.
3. Provide the Council with the level of funding and use of the Lakes and Mountain tourism program at AVCOG.
 - a. Response: As a standalone entity they contract with AVCOG for financial services. They also do have additional budgets. I am expecting a written response to share on the night of the workshop.
4. The amount of funding to the TDL study at ATRC and explanation of if transportation support through LAEGC is redundant or duplicative?
 - a. Response: \$60,000 but funding is limited by the regulations that come with MPO. I expect more detail for the night of the workshop, but this component as well I view as leverage able to work in concern with an LAEGC structure.
5. Outline the Business services, possible provide what the Chamber of Commerce is providing?
 - a. Response: See attached strategic Plan for Chamber.
6. The amount of time to implement the Great Falls TV aspect of the marketing strategy?
 - a. Response: This is hard to say with certainty because it will be subject to external factors but per a conversation with LAEGC and Ed Barrett, of Lewiston, I can say that it is supported that the 2 cities could have an interlocal agreement in place by June 30th, 2014, which then puts implementation in the hands of LAEGC.
7. Financing had considerable conversations and the key component I see is the capacity to outsource this to any agency?
 - a. Response: The loans themselves no, but when it come to the general financial advisor to meet with businesses to make sure there is understanding of all potential sources, yes I do think that could be outsourced. This leads into the question how does this impact the other services provided because some of the overhead of LAEGC is attributed to the area.
8. Clarify in the agreement that ABDC, LDC, and LARR will have contractual arrangements for services.
 - a. Response: I don't foresee this as an issue. Probably should be an amended task to the scope of services.
9. How in the Port concepts would the Port Authority or any other agency be coordinated? Additionally is there potential for aspects of Industrial and Port services to be outsourced?

- a. Response: I contacted the port authority to get copies of agreements for services and explanation of how they provide services. See attached. Reviewing this document and the Maine Port Authority website I do see opportunities that could be explored and implemented to improve our approach to economic development in the area of our inland port. I am trying to follow up with a phone conversation but a minimum I do see an area for growth.
10. Per a workshop request form it has been asked to review the bid policy of city to determine if these services should be competitively bid.
 - a. Response: Please see section below titled "Bidding".

I also have had input from the group including Ed Barrett Lewiston, Mark Cayer Lewiston, Mark Adams LAEGC, Lucien Gosselin LAEGC, and Darcy Beaudin ABDC. (Chris Logan of LDC was not present). The highlights I want to convey to the Council are:

- Some of the items the City of Auburn brought up at workshop are incremental to the implementation.
- The downtown component is important to the City of Lewiston.
- Scope of services should be seen as a list that will evolve.
- Not implementing most of the scope of services does affect the ability of LAEGC to provide services. (It is my opinion or clarification that there is concern that if Auburn carves too much out the economy of scale to other areas will be negatively impacted financially.)
- The contract and scope of services is a new foundation to build from going forward.
- Contract would start July 1, 2014. But January 1, 2014 to July 1, 2014 would be a ramp up to the start on July 1.

BIDDING

Attached is a copy of the Auburn purchasing policy and the workshop request form for Councilors Walker and Crowley.

The first piece of information I reviewed in consideration of bidding was the resolve in the budget that is included in the "Background" section above. This resolve is very clear that I was to negotiate a contract with LAEGC. Without question this directed me to work exclusively with LAEGC. This to me clearly directed and did not include a competitive bid process. The Council certainly can amend that direction and I would provide the following as information to consider:

- I feel the City's Councils past practice to purchase services from LAEGC with Lewiston creates a joint purchasing program. This does not prohibit bidding but would require some coordination with Lewiston or Auburn needs to bid out its portion of the services independently.
 Recommendation: I request the Council adopt a position if this is a joint purchase? In this instance I feel current status does make this service a joint purchase, meaning it is an exception to the bid process. If the Council determines that this is no longer a joint purchase then services may be subject to bidding.
- The list as a whole exceeds \$25,000; however, only Areas 3, 4, 6, and 8 exceed \$25,000 on their own. Purchases of over \$1,000 require quotes.
 It is my recommendation that this process, if biddable for all other reasons, is considered as exceeding \$25,000 and the individual parts are not considered as separate purchases.

- Bidding would take a few months. A step that could be implemented sooner would be to post the areas for prospective parties to submit a letter of interest. I would propose that each area could be allowed to be considered individually under a letter of interest approach. However, I do not feel Lewiston would carve these out as joint purchases separate of an agreement with LAEGC. The Council can direct staff to send out for bid or expressions of letters of interest but I don't think it could be implemented due to a lack of agreement with Lewiston.

This process if agreed to on November 4th could be completed in 3 to 4 weeks with results available at a December Council Meeting. I would recommend due to the unique nature of the services that this letter of intent process be done in advance of bid to determine the viability of bidding.

Area I Economic Development Strategy: Not recommended for requesting letters of interest.

- Could generate interest in a bid process.
- However Auburn cannot do this unilaterally. Specifically a joint strategy of Lewiston and Auburn requires Lewiston to cooperate.
- Leveraging or working with AVCOG to consider use of CEDS funding is an option worth review and should be part of an eventual work plan, understanding it may not ultimately be implementable.

Area II Joint Economic Development: Not recommended for requesting letters of interest.

- Could generate interest in a bid process, but is a low cost component.
- More likely this cost could be reduced in future agreements with LAEGC if process such as non-compete agreements being in place.
- Only works if both cities purchase together.

Area III Marketing and Promotion: Recommend to solicit letters of interest, noting GFTV component may limit or eliminate responses.

- Definitely could generate interest in a bid process.
- The component of having the organization operate Great Falls TV significantly reduces potential bidders, if not eliminates all. Service has much less value without GFTV component.
- May work separately but due to GFTV much better together.

Area IV Business Development and Attraction: Recommended for requesting letters of interest.

- Many organizations private and public exist.
- Impacts the cost for other areas with LAEGC if this piece is not included in contract.
- Only works if both cities purchase together.

Area V Targeted Growth Opportunities: Recommended for requesting letters of interest.

- Could generate interest in a bid process and organizations do exist that could provide the services.
- Impacts the cost for other areas with LAEGC if this piece is not included in contract.
- Only works if both cities purchase together.
- Significant transition from current model.

Area VI Community Development (Downtown): Not recommended for requesting letters of interest.

- Could generate interest in a bid process but more likely model is to leave this issue separately to each city.
- Joint services as a long-term model do have efficiencies.
- I think that considering Lewiston's desire for this area that we decide if we do or don't want. If we don't I would further ask the Council to consider a lesser scope of services to begin some work towards aligning.

Area VII Project Financing and Portfolio Management: Recommended for requesting letters of interest for some aspects.

- Could generate interest in a bid process, but only for providing financial advice or counseling on opportunities.
- Only works if both cities purchase together.

Area VIII Joint Economic Development: Not recommended for requesting letters of interest.

- Only works if both cities purchase together.
- Not likely to generate interest.

At a meeting on October 29, 2013 of the planning group that developed the scope of services the City of Lewiston did support in my opinion a letter of intent process. They in no way obligated themselves to accepting a future bid process but did express that if Auburn must go through a process to determine potential interest they would hold decisions pending the results.

CONCLUSION

Overall, the Council should answer the following questions when considering whether or not to bid these services and consider the recommendations of management.

1. Is the service of joint purchase per policy of the Council?
 - a. If yes, the services do not need to be bid.
 - b. If no, are the services not subject to normal bid requirements because it is a single vendor option?
 - c. My recommendation is the Council can set the policy but as it stands today, past practice does show that this was a joint purchase with a single vendor. If the Council deems this an area that they no longer wish to jointly purchase it would be biddable, however the scope of services would in all likelihood need to be redrafted. And the use of term biddable is being considered broadly.
2. If the Council wants to seek interest of other vendors they should determine:
 - a. Bid or send out for letter of intent. (Management Recommends Letter of intent. The reason is that I don't suspect Lewiston would support the bid process due to time and value/efficiency of a local agency overseeing all aspects. Further, I don't see a single agency that could provide all services. The letter of intent could be completed in 3-4 weeks and would inform the City if interest actually exists.)
 - b. Send out all 8 areas of the scope of services or just some? (See management recommendations above. Generally speaking I don't see all 8 as biddable and dividing the services may create inefficiency. I would be more supportive of specific work items that LAEGC must perform to research outsourced services.)
3. If any type of bid process/letter of intent is implemented the Council, by resolution, should consider whether or not to continue funding beyond November 30th. (Management recommends that a continuation of at least 30 days be provided. Impacts of lost funding must be dealt with by LAEGC and as a customer it would be best to give them at least 30 days notice of end of funding.)
4. If a bid process is not followed Council should determine whether or not to contract with LAEGC? My recommendation on this is:
 - a. Request an amended scope of services on Area VI Downtown or simply decide in or out for the Manager to report back to LAEGC and Lewiston. I do strongly recommend that we agree to some components for downtown to fund because of the request of Lewiston identifying this item as a high value to them.

- b. Request the following items be included in the work plan:
 - i. Research and report a mechanism to coordinated the CEDS process into the Lewiston Auburn Economic Development strategy. Noting that this could be financial or in-kind support.
 - ii. Research and report on opportunities to work with the Lakes and Mountains Tourism region to enhance marketing and promotion of the Lewiston Auburn region.
 - iii. Continue to work with the Lewiston and Auburn to identify areas to consider use of MPO funds at ATRC for planning. Acknowledge that limitations on these funds may impact availability or would require additional work to fully meet certain objectives.
 - iv. Contracts for services to be obtained and on file for LDC, ABDC, and LARR.
 - v. Develop to improve a relationship with a private sector partners. The time commitments of board members currently contributed is powerful but evolving models that recognize the benefits of private sector involvement of economic development see these people as the leaders that are vested in the economic success of an area. My review of the Greater Portland Economic Development Corporation ("GPEDC") and understanding of Aroostook Partnership for Progress ("APP") is that regional economic development agencies that emphasize private sector involvement typically are operating on a stronger private sector involvement. One difference that is visible with GPEDC is a goal to have 50% of the operational funding come from the private sector. APP has a 100% private sector funding model. To be successful I see this model as imperative to the long-term success because it vests the private sector in the budgetary/operational collaboration. The impact is that it improves the collaboration by removing the funding dependence of government (an appearance of simply a quasi-governmental agency) and instills pride and vested interest in the success by private sector.
- c. Finally, take a vote to authorize the terms of a new contract effective July 1, 2014 with the understanding that implementation steps will occur effective immediately.

Generally, many approaches could work. My recommendations are based upon my assessment of the current pieces in place, the needs for the next 5 years, and my opinion of an approach most likely to succeed. I look forward to questions and suggestions.

City of Auburn Joint Purchasing and Procurement Policy

January 2, 2013

Introduction

Pursuant to City Charter Sec. 8.16, the City Council shall adopt by rule a procurement policy for the City's purchase of materials and services for all the City's departments, including the department of education (herein, the "school department"). Pursuant to section 1001(1) of Title 20-A of the Maine Revised Statutes, as amended, the School Committee shall adopt all policies that govern the School Department. Accordingly, this Policy is subject to adoption by rule of the City Council and the School Committee.

Part A Joint Policies

The purpose of the Joint (City & School) purchasing policy is to standardize purchasing procedures throughout the City and School Department in accordance with best cost and accounting practices, both to save taxpayers' money and to increase public confidence in the municipal purchasing system. The City and School Department will endeavor to secure the best pricing for products and services without sacrificing quality or service.

1. **Procurement Methods.** Purchasing procedures shall be designed and implemented to obtain value for materials and services at competitive prices. Competitive procedures shall be used, unless an approved exception applies. Competitive procedures may include, as appropriate, competitive bidding, requests for proposals ("RFPs"), and requests for qualifications ("RFQs"). The procedures may permit price and change in scope negotiations after selection of a vendor.
2. **Permissible Considerations.** In addition to price, the purchasing procedures, when applicable to obtain value, may take into consideration quality, availability, reputation, experience, past performance history, performance and technical capacity, financial capacity, availability and response time for service/maintenance, and other relevant factors. The method of procurement and the appropriate considerations shall depend upon the nature of the materials or services being procured, the estimated administrative and other costs of the procurement process (including personnel costs, pickup time and availability of resources), the dollar value of the procurement, and the urgency of the need (including but not limited to time constraints).
3. **Exceptions to Competitive Process.** With proper approval, certain exceptions to normal competitive procedures are permitted. For example: single source vendors, emergency purchases, group purchasing programs, etc.
4. **Hiring Employees.** Hiring employees is not part of this procurement policy.
5. **Rights and Benefits.** This policy and the procedures adopted under this policy are for the benefit of the City and the School Department. No rights are conferred on any prospective vendor or other third party by virtue of this policy or the procedures. Written complaints will be handled by procedures of respective departments. Any decision of the appeal will be final.

It shall be the responsibility of the departments to maintain fiscal responsibility when making purchases.

Purchases will be classified into three categories:

- **Small** purchases of less than \$1,000
- **Medium** purchases of \$1,000 to \$24,999
- **Large** purchases of \$25,000 or more.

Small Purchases (less than \$1,000) – City small purchases may be made by each department in accordance with the department's budget and with department manager's (or his/her designee) approval. The department may use its discretion in determining the vendor and the best possible price. School Department small purchases may be made with the approval of the School Business Manager or Superintendent on field Purchase Orders or with the use of a purchasing card. The splitting of purchases into multiple small purchase orders, so as to avoid a more formal process, shall not be permitted.

Medium Purchases (\$1,000 up to \$24,999) – Purchases of \$1,000 or more but less than \$25,000 may, but are not required, to be made using a formal competitive procurement process. If the formal bid process is not used these purchases must be supported by a record of price quotation from at least three (3) competitive sources or adequate explanations, from the department, justifying the absence of such competition ("single source"). Quotations must be obtained in writing. Selection of a vendor will not be based solely on price but will include judgments for price, quality and past experience with the vendor.

Large Purchases (\$25,000 and up) – All purchases of \$25,000 or more are **required** to obtain formal competitive bids (RFP) for purchases of equipment, materials, services or for construction projects totaling \$25,000 or more. The City Facilities Manager/Purchasing Agent and the School Business Manager are responsible for the formal competitive procurement process for their respective departments.

Bonded Items – The City is responsible for the procurement of Bond Council and Financial Advisor as it relates to any Bond Issues as well as all procurement of bonded items

Conflict of Interest – This policy follows the current policy in section 10.5 of the City Charter, section 2-112 of the City Ordinances and the School Department's policy GBEA.

Part B – City

1. **Administration Responsibility**. The Finance Director under the supervision of the City Manager shall establish and administer procedures for the purchase of materials and services consistent with this policy.

Part C – School Department

1. **Administration Responsibility**. The school business manager under the supervision of the superintendent of schools shall establish and administer procedures for the purchase of materials and services consistent with this policy and Title 20-A of the Maine Revised Statutes, as amended.

The school committee shall approve those procedures, and shall periodically review those procedures and their administration.

2. Statutory Procurement Requirements. The procurement procedures and this policy are subject to applicable laws governing procurement by school administrative units, including laws governing certain insurance policy purchases (*see* 20-A M.R.S. § 1001(14)), transportation contracts (*see* 20-A M.R.S. § 5402 and § 5401(13)), architect/engineer selection (*see* 5 M.R.S. §1742(6)), school construction/repair/renovation projects (*see* 5 M.R.S. §1743-A and §1748) and performance contracts (*see* 20-A M.R.S. §15915). Wherever this school department purchasing policy is inconsistent with state law procurement authority, process and limitations, the provisions of state law shall control.

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 77-09162013

ORDERED, that the City Council hereby adopts the addendum to the City's Joint Purchasing and Procurement Policy that addresses the Sale of City Property (below).

Addendum to the City of Auburn's Joint Purchasing and Procurement Policy Adopted by City Council on January 2, 2013

SALE OF PROPERTY: The Finance Director or his/her designee shall be responsible for the sale of all municipal property (real or personal) which is no longer used or has become obsolete, worn out or scrapped.

NOTICE: Department heads of all using agencies shall notify the Finance Director or his/her designee, at such times and in such form as he/she may prescribe, reports of all surplus material available in their respective departments.

TRANSFER: The Finance Director shall have the authority to transfer surplus property to other agencies after being offered to all City Departments.

SALE PROCEDURE: All sales which have an estimated dollar value over \$5,000 shall be sold at a public auction or through the formal competitive bid process. Stand alone sales from \$1,000 to \$5,000 shall be supported by price quotations from three (3) competitive sources or adequate explanation justifying the absence of such competition. Sales under \$1,000 and all other sales shall be conducted in the most economical manner and in the best interest of the City. All sales shall be posted to the City's website and an e-alert will be set up for anyone who is interested in such sales, to subscribe to.

DONATION: All items which might be donated to another town, municipality or non-profit organization shall require prior approval of the City Council.

In accordance with the City Charter, this policy applies to all City Departments, which includes the School Department.

Greater Portland Economic Development Corporation

11/14/12

Protocol – Handling of Prospects

General Purpose: To enhance the competitiveness of the region and increase the area's ability to attract quality investment, Greater Portland communities will work cooperatively and efficiently to respond to investment prospects, ensuring optimum chances for success. Attempts to locate appropriate sites for new investment will first be made in Greater Portland, then in succession: Cumberland County, and the State of Maine.

The Greater Portland Economic Development Corporation (GPEDC) facilitates effective and ethical collaboration on all regional economic development opportunities. In that spirit member communities agree on the following:

1. There shall be no solicitation of businesses currently residing in another member community.
2. Member communities contacted by a business residing in another member community regarding relocation or expansion shall so inform that business of the GPEDC and our commitment to regional cooperation; and shall respect any request for confidentiality made by that business; but, absent such a request, shall inform the GPEDC about the inquiry.
3. The GPEDC will inform the host community, except where confidentiality is requested, of interest by a company to relocate or expand.

GPEDC's Executive Director Prospect Procedure:

1. Communications
 - a. Meet monthly with member communities to share information.
 - b. Communicate with member communities regarding inquiries, prospects, and projects as needed.
 - c. Maintain a list of current prospects of regional significance.
2. Inquiries from beyond the Greater Portland geographic area (see note¹).
 - a. Every attempt will be made to respond the same day that the inquiry was received.
 - b. An inquiry information form will be completed (manual or automated) for internal use to record and track the inquiry.

- c. Information requested by the inquirer will be disseminated to the proper agency as quickly as possible.
 - d. A search for suitable sites in Greater Portland will be conducted.
 - e. The economic development representatives of the member communities in which viable sites exist will be so advised unless prohibited by confidentiality requirements.
 - f. Local brokers may be contacted for additional input.
 - g. If no suitable sites are identified in Greater Portland, the inquiry will be submitted to Maine & Company or other agencies.
3. Prospects (see noteⁱ⁾) from beyond the Greater Portland geographic area.
- a. The appropriate communities, i.e., those in which potential sites have been identified, will be notified (see noteⁱⁱⁱ⁾).
 - b. An ad hoc prospect team will be assembled, e.g., Maine & Co., MDEDC, developer, financial institution, broker, community leaders, etc.
 - c. A site visit will be scheduled, attended by GPEDC representative and other appropriate team members.
 - d. Preliminary incentives should be ready for discussion.
4. Project Memorandum of Understanding (MOU) is requested.
- a. Prepare and submit MOU in conjunction with appropriate agencies.
 - b. Include performance requirements.
 - c. Include mechanism to document performance for compliance with requirements.
5. Post Project Action
- a. Determine reasons for outcome.
 - b. Determine how prospect perceives the strengths and weaknesses of the community.
 - c. Adjust procedure to accommodate prospect's perceptions and reasons for outcome.

ⁱ An RFI for general information regarding infrastructure, land, transportation, etc., generally indicating that the region is on a 20% short list.

ⁱⁱ A follow-up RFI for significantly more information which may transition to a project.

ⁱⁱⁱ The prospect RFI has transitioned to a project and possible RFP. The site is probably one of two or three being considered.

GREATER PORTLAND
ECONOMIC DEVELOPMENT CORPORATION
MAINE, USA



GREATER PORTLAND
ECONOMIC DEVELOPMENT
CORPORATION
BUSINESS PLAN
2011-2013

August 16, 2011

**GREATER PORTLAND
ECONOMIC DEVELOPMENT CORPORATION
BUSINESS PLAN 2011-2013**

I. OVERVIEW

The Greater Portland Economic Development Corporation (GPEDC) links private, educational and public institutions in pursuit of sustainable economic prosperity on behalf of the communities of Cape Elizabeth, Falmouth, Portland, Scarborough, South Portland and Westbrook.

This Business Plan, produced by the GPEDC Board of Directors, identifies the vision of the corporation and the values that guide the way in which work will be accomplished. The Business Plan also articulates the tasks and the resources needed for the first three years.

II. HISTORY

Incorporated in early 2011, GPEDC is the result of a directive made by the Metro Coalition, a group comprised of mayors and city managers representing six Greater Portland communities.

In November 2009 the Metro Coalition directed the establishment of GPEDC for the express purpose of furthering economic development opportunities for the six communities.

A subcommittee was established, with representatives of Falmouth, Portland, Scarborough, South Portland, Westbrook, the Portland Regional Chamber, the Southern Maine Education Alliance, the County, and the Greater Portland Council of Governments. This Subcommittee met a number of times to create the draft documents establishing GPEDC.

While GPEDC is a newly formed organization, cooperation for economic development has a solid foundation among the communities. Such cooperation included legislative advocacy for the region on the State's Pine

Tree Development Zone (PTDZ), an informal adoption of business recruitment and retention protocols and joint participation in attraction marketing at trade shows.

The success with informal cooperation for economic development, paved the way for each of the six communities to adopt the resolution supporting GPEDC's incorporation (see attached resolutions).

III. MISSION, VISION AND VALUES

The mission of GPEDC is to grow and develop a sustainable economy through the establishment of a regional economic development organization, organized and managed by a board of directors. GPEDC will develop a sustainable economy through increasing the retention and attraction of businesses, entrepreneurs and skilled workers.

Additionally, GPEDC's purpose is to foster growth in industrial, manufacturing, fishing, agricultural, recreational, and other business enterprises within the greater Portland region, for either business retention or attraction. Lastly, as a duly incorporated organization, the GPEDC has the same rights, powers, and privileges of other corporations similarly organized and existing under the laws of the State of Maine.

VISION

*“Greater Portland, Maine –
A great place to live, learn, play, and do business”*

VALUES

We encourage growth and investment in local businesses, and support entrepreneurship in our communities as essential to long-term success.

We will work continuously to develop trusting public-private partnerships through collaboration.

We believe in a proactive attitude, which, through a focused approach, will create measurable outcomes.

We view higher education institutions as vital partners because an educated workforce is critical to economic and cultural development, and supports creativity, innovation, and entrepreneurship.

We will work in a transparent, consistent and equitable manner to promote dynamic and innovative economic growth.

GOALS

- Advocacy
- Business Retention
- Business Recruitment
- Process Efficiency
- Growth in innovation and business innovation sectors

OBJECTIVES

Recognizing the benefits of attracting and retaining a skilled workforce that is creative, innovative and entrepreneurial, the GPEDC will work to:

- Promote and support the region's world-famous quality of life.
- Support strategies that attract and retain a skilled workforce.
- Encourage and promote entrepreneurialism, innovation and creativity in the region's economy.

IV. OPERATIONAL PLAN

Board of Directors

GPEDC's Board of Directors is a mix of public, private and educational representatives, with a majority of private business and industry sector representation. The emphasis on the private sector representation is critical not only for success in the region, but also for providing legitimacy to GPEDC broad collaborative approach.

The board composition is made up of no more than nineteen (19) Directors, serving staggered three year terms, consisting of a majority drawn from the private sector and representing the industries and sectors identified below, the Chair of the Portland Regional Chamber, two representatives of the Greater Portland Alliance of Colleges and Universities, and the City/Town

Managers of the six communities or their designees. Industry categories from which private sector representation will be sought include:

- A. Marketing
- B. Legal
- C. Energy
- D. Healthcare
- E. Information Technology
- F. Bio Tech
- G. Precision Manufacturing
- H. Finance/Insurance/Real Estate
- I. Retail
- J. Hospitality
- K. Arts and Design
- L. Other industries as determined by the Board

Roles & Responsibilities for Board

The Board of Directors is responsible for the financial oversight and policy direction of GPEDC, and for the development and oversight of hiring of support staff positions, including an Executive Director. In addition, the Board will have the usual seats of the positions for Treasurer, Secretary, and Chair and Vice Chair. The Board may seek to advocate on behalf of particular businesses, or address policy questions at a regional or State level. The member communities have twice successfully advocated for changes to the Pine Tree Development Zone regulations, and on behalf of the Greater Portland Public Development Commission, with whom the GPEDC has forged a significant partnership.

Executive Director

The Executive Director (ED) will be highly motivated, self-directed and recognize the importance of a collaborative approach to regional economic development, particularly in relation to the continued independence of the member communities.

The ED will serve as the first point of contact for clients, brokers, site locators and business owners seeking to relocate into the Greater Portland Region. The ED will provide a link between the client and GPEDC, and then the individual community Economic Development Directors as the site location

search is narrowed or redefined. All communities will be provided an equal opportunity to offer suitable sites. The municipal economic development directors will be responsible for the activities within their own municipalities, but will work with the GPEDC Executive Director to facilitate the process.

Marketing will be handled by GPEDC for firms from outside the region, and the Executive Director will work collaboratively with municipal economic development directors on behalf of firms seeking relocation from one community to another.

Work Plan

The work plan of GPEDC consists of implementing a marketing plan, targeting critical industry sectors and continuing to build a retinue of incentives that can be applied on a regional basis. Lastly, longer-term, inter local agreements will be needed to permit a fluid level of activity and resources to flow within the region.

One-time funding for GPEDC programs and projects, during the initial years, is expected to come from agencies and organizations such as the Economic Development Administration of the Dept. of Commerce, the Greater Portland Public Development Commission, and others to be determined. Businesses may contribute to the GPEDC, but given the 501(c)(6) status, the contributions will be tax deductible only as a business expense.

GPEDC Work Plan

Years 1-3

<u>Year 1 – 3 Work Plan/Task</u>	<u>Completion Date</u>
1.0 Complete the GPEDC Board establishment	December, 2011
2.0 Board education & development	December, 2011
a) Compile essential information	
b) Provide board training	
c) Expand training to additional stakeholders	
3.0 Implementation of business retention strategy	March, 2012
a) Determine key businesses (large and small) within each community and establish working relationships to identify their expansion needs.	

- b) Assist each community to be the best “product” it can be, through as efficient and predictable a process as possible across the spectrum of communities.
- c) Working with other organizations, ensure that GPEDC’s efforts are not duplicative by holding coordinated regular meetings with other organizations.
- d) Work with area colleges & universities to establish programs needed by area firms to develop and expand the workforce.

- 4.0 Development of marketing strategy January, 2012
 - a) Initiate an identity campaign that projects a positive business development message about Greater Portland.
 - b) Participate in selected events, which may include traditional trade shows as well as job fairs.
 - c) Establish a visible, kiosk-type presence at high traffic venues like the Portland Jetport and the Ocean Gateway Terminal.
- 5.0 Develop and implement business attraction protocol January, 2012
 - a) CEO round tables
 - b) Business needs evaluation
 - c) Business visitation program development
 - d) Program development that encourages and promotes creative and innovative entrepreneurial sectors
- 6.0 Web site creation In process
- 7.0 Standard operating procedures (SOP) for GPEDC In process
 - a) Establish a single (POC) for business inquiries
 - b) Establish & adopt protocols for advocacy
 - c) Establish SOP for site evaluation for business referrals
- 8.0 Establish a public-private sector funding approach September, 2011
- 9.0 Establish annual benchmarks using existing outcomes January, 2012

V. FINANCIAL PLAN

GPEDC’s Board focus would be on the creation of marketing materials, conference exhibit registrations, and allied activities that coincide with the establishment of the GPEDC office.

**GREATER PORTLAND ECONOMIC DEVELOPMENT CORPORATION –
July, 14, 2011**

<u>EXPENSES</u>	Through 12/2012	Through 12/2013	Through 12/2014
Organizational Staffing	\$ 80,000	\$ 83,000	\$ 85,000
Fringe (40%)	\$ 32,000	\$ 33,200	\$ 34,000
Office Space rent, supplies and equipment*	\$ 10,000	\$ 24,000	\$ 24,000
Computers & phone*	\$ 4,000	\$ 2,000	\$ 2,000
Legal (General)	\$ 3,000	\$ 3,000	\$ 3,000
Financial (Financial Statements /audits)	\$ 3,000	\$ 1,500	\$ 1,500
Insurance (General & Board Liability)	\$ 2,500	\$ 2,500	\$ 2,500
Advertising & Marketing	\$ 80,500	\$ 85,000	\$ 85,000
<ul style="list-style-type: none"> • Website (R/D/M) • Advertising • Trade Shows/Job Fairs • Travel 			
Contingency	<u>\$ 35,000</u>	<u>\$ 20,000</u>	<u>\$ 20,000</u>
GRAND TOTAL	\$ 250,000	\$254,200	\$ 257,000

* Includes one-time collocation cost
savings

Income Projections	YEAR 1	YEAR 2	YEAR 3
Greater Portland Public Development Commission	\$ 200,000	\$ 175,000	\$ 25,000
Portland Regional Chamber/Local Chambers	\$ 25,000	\$ 30,000	\$ 35,000
Municipal (Cash)	\$ 25,000	\$ 30,000	\$ 35,000
Private Sector	\$ 0	\$ 50,000	\$ 150,000
Event Revenue	\$ 0	\$ 10,000	\$ 20,000
Federal Grants	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>
GRAND TOTAL	\$ 250,000	\$ 295,000	\$265,000
END OF YEAR RESERVES	\$0	\$ 40,800	\$ 8,000

IN-KIND MATCHES

Municipal (In-kind)	\$ 75,000	\$ 75,000	\$ 75,000
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Notes: Expenses includes administrative/operational expenses including one-time "start-up" costs to purchase furniture, office equipment, computer(s) and phone(s). Budgeted are one full-time staff person and office space expenses. Space and equipment expenses could be lower if the GPEDC co-locates with an existing organization.

Sources include possible funding to support the administrative, operational and program programs. The final resolution will be at the direction of the Board of Directors.

VI. OUTCOMES

The following outcomes will be used to monitor the success of GPEDC activities and investments.

- Leveraging actions
- Creation of new partnerships between education and business (10/ year)
- Adoption of long term indicators with benchmarks, such as:
 - Number of jobs created
 - Number of businesses retained
 - Number of businesses leveraged
 - Net change in income levels
 - Increased numbers of educated workers in key sectors

VII. APPENDIX



The **Greater Portland Economic Development Corporation** ("GPEDC") is a coalition of private, public, and education institutions founded in 2010 with the purpose to grow a sustainable economy in Portland, South Portland, Scarborough, Cape Elizabeth, Westbrook, and Falmouth.

Office location: Greater Portland Chamber of Commerce, Congress Street, Portland

Web address: www.gpedc.org

Business Retention and Expansion Committee

2012 Accomplishments

- Conducted 41 outreach interviews with area businesses identifying issues affecting retention and growth. Major negative issues were workforce development and energy costs.
- Development of a rapid response training effort by Southern Maine Community College to address the training needs of two companies: Casco Bay Steel (South Portland) and Southworth International (Falmouth). Result: creation of 8-12 new jobs, renewed confidence that the community cares about its corporate citizens, and strengthening of Greater Portland's Advanced Manufacturing business cluster.
- Held discussions with Central Maine Power Company, Efficiency Maine, and larger companies concerned about energy costs and workforce quality.

2013 Work Plan

- Develop a simple, easy to use index of workforce resources and contacts for inclusion on the new GPEDC website.
- Create regional statistics that highlight the advanced capabilities of the current and anticipated regional workforce.
- Establish a rapid response training mechanism to address training needs as quickly as possible.
- Advocate on behalf of increased workforce development resources.

Attraction and Branding Committee

2012 Accomplishments

- Spearheaded development of a Maine/Greater Portland regional trade show booth at BIO 2012 in Boston (trade event where companies meet their customers) in partnership with State of Maine (Maine International Trade Center), the Bioscience Association of Maine, Maine & Company, and private businesses.

- Attended Industrial Asset Management Council Forum in Omaha, Nebraska (networking event that focused on bringing together site consultants, corporate real estate professionals and economic developers).
- Developed logo capturing the spirit of the organization and the region.
- Developed regionally-focused economic development website portal directed at site consultants and corporate real estate personnel.
- Financially supported promotional videos for Creative Portland website

2013 Work Plan

- Identify conferences, trade events and other types of events where investment decision makers in the targeted industries gather.
- Participate in selected events to showcase the investment attractions of the Greater Portland.

Executive Committee

2012 Accomplishments

- Assisted with start-up of new company in Portland importing Italian-designed sun glasses manufactured in China.
- Adopted Business Prospect Location Protocol for handling prospects from within and outside of the Greater Portland region
- Held breakfast discussion with area elected and management leadership

2013 Work Plan

- Develop 3-year budget and corresponding fundraising plan
- Implement fund-raising plan
- Initiate Municipal Committee

GREATER PORTLAND ECONOMIC DEVELOPMENT CORPORATION

BY-LAWS

ARTICLE I

Name, Seal, Purpose, and Location

1. Name. The name of the Corporation shall be Greater Portland Economic Development Corporation (hereinafter, the "Corporation").

2. Seal. The Corporation may have a seal of such design as the Board of Directors may adopt.

3. Mission. The mission of the Corporation shall be to grow and develop a sustainable economy in the Greater Portland region through the establishment of a regional economic development corporation, which shall be organized and managed by incorporators and directors appointed by the communities of Cape Elizabeth, Falmouth, Portland, Scarborough, South Portland, and Westbrook (the "Participating Communities"), the Portland Regional Chamber, and the Southern Maine Education Alliance.

4. Purpose. The purpose of the Corporation shall be to foster, encourage, and assist the physical location, settlement or resettlement of industrial, manufacturing, fishing, agricultural, recreational, and other business enterprises within the Maine municipalities of Cape Elizabeth, Falmouth, Portland, Scarborough, South Portland and Westbrook, and to purchase, lease, or otherwise acquire, hold, own, use, manage, operate, enjoy, improve, develop, and otherwise deal and trade in and with property, both real and personal, of every kind and description, or any interest therein, land, tenements and buildings, structures, and other improvements thereon and therein and to sell, convey, mortgage, lease, or otherwise dispose of the same; to do any and all lawful acts and things necessary, pertaining, convenient, or incidental to the foregoing purposes or any part thereof tending to increase the value, usefulness, comfort, or convenience of the property or any part thereof at any time held by said Corporation, and to have or exercise all the rights, powers, and privileges appertaining to corporations of a similar nature organized and existing under the laws of the State of Maine; provided, however, that:

(1) Upon the dissolution of the Corporation or the termination of its activities, the assets of the Corporation remaining after the payment of all its liabilities shall be distributed to one or more tax exempt organizations, as determined by the Board of Directors.

(2) No part of the net earnings of the Corporation shall inure to the benefit of any member, director, or officer of the Corporation or any private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation in carrying out one or more of its purposes), and no member, director, or officer of the Corporation or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation.

(3) The Corporation 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 staff employment; or
- C. in the membership of the Board of Directors.

(4) The Corporation shall neither have nor exercise any power, nor shall engage directly or indirectly in any activity that would invalidate its status as a corporation which is exempt from federal income taxation as an organization described in Section 501(c)(6) of the Internal Revenue Code of 1986 as amended.

5. Registered Office. Said Corporation shall have its registered office at Jensen Baird Gardiner & Henry, 10 Free Street, Portland, County of Cumberland, State of Maine, or such other location as the Board of Directors may determine.

ARTICLE II Members

The Corporation shall have no members and shall be a non-membership Corporation

ARTICLE III Directors

1. Number, Elections, Term of Office. The business of the Corporation shall be managed by a Board of no more than nineteen (19) Directors. The Board of Directors will be composed of the City/Town Managers of the six Participating Communities or their designees, the Chair of the Portland Regional Chamber or his or her designee, and two representatives of the Southern Maine Education Alliance. The remainder of the Board positions will be appointed in accordance with Section 1.a below and filled by representatives of the six local communities, from the following industries:

- a. Marketing
- b. Legal
- c. Energy
- d. Healthcare
- e. Information Technology
- f. Bio Tech
- g. Precision Manufacturing
- h. Finance/Insurance/Real Estate
- i. Retail
- j. Hospitality
- k. Arts and Culture

1. a. Manner of Selection of Directors. Upon the formation of the Corporation, there shall be a total of nine reserved seats for the six Participating Communities, one for the Portland Regional Chamber, and two from the Southern Maine Education Alliance. Thereafter, said nine directors shall appoint up to ten (10) additional directors.

1. b. Election Terms: Effective from the date of incorporation (_____), members of the Board of Directors appointed by the Participating Communities, Portland Regional Chamber, and Southern Maine Education Alliance are not subject to terms. The balance of the Board of Directors shall initially be appointed for the following terms: five (5) directors shall be appointed to three (3) year terms; three (3) directors shall be appointed to two (2) year terms; and one (1) director shall be appointed to a one (1) year term. Each year thereafter, as terms expire, Board members shall be elected to three (3) year terms.

2. Quorum. At any meeting of the Board of Directors, a minimum of at least fifty-one percent (51%) of the sitting Board of Directors shall be required for a quorum for the purposes of the transaction of business. The vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

3. Meetings. The annual meeting of the Corporation shall be held on or before April 30th of each year, the date and time to be determined by the Board of Directors. The Board of Directors may provide by resolution for regular meetings at a time and place designated in such resolution. Special meetings of the Board of Directors may be called by or at the request of the Chair or any two Board members.

4. Notice. Special meetings of the Board of Directors shall be held upon notice sent by mail or e-mail not less than 24 hours before the meeting. Notices of special meetings shall be posted in typical locations within the municipal government offices as soon as is practicable.

5. Unanimous Consent. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if all of the Board members sign written consents setting forth the actions to be taken

6. Resignation and Vacancies. Any Board member may resign at any time by giving written notice of such resignation to the Board of Directors. Any Board member may be removed with or without cause at any time by a majority vote of the Board of Directors. Vacancies on the Board of Directors appointees of municipal managers of the Participating Communities, the Portland Regional Chamber, and the Southern Maine Educational Alliance may be filled by appointment of the Board of Directors for any unexpired term.

7. Compensation. Directors shall serve without compensation.

8. Attendance. Any Board member, who misses three (3) consecutive Board meetings within any one-year period, may be asked to resign at the discretion of the Board of Directors.

ARTICLE IV **Election of Officers**

1. Numbers. The officers of the Corporation shall be a Chair, a Vice Chair, a President, a Treasurer, and a Secretary. One person may hold more than one office.

2. Executive Director. The Executive Director or Board designee shall be the chief operating officer of the Corporation, shall have the ability to sign all legal documents on behalf of the Corporation when so authorized by the Board of Directors, shall perform all duties incidental

to the office, and advise such actions as may be deemed likely to increase the usefulness of the Corporation.

3. Chair. The Chair of the Board of Directors shall preside at all regular and special meetings of the Board of Directors and may call such special meetings as they may deem likely to increase the usefulness of the Corporation.

4. Vice-Chair. The Vice-Chair of the Board of Directors shall act in the absence of the Chair.

5. President. The President shall be the principal executive officer of the Corporation. The Chair or the Executive Director may also serve as President, as determined by the Board of Directors.

6. Treasurer. The Treasurer shall be the financial officer of the Corporation and shall perform such duties as may be delegated by the Board of Directors or any Finance Committee appointed by the Board of Directors. The Treasurer shall serve without bond.

7. Secretary. The Secretary shall conduct the official correspondence, preserve all books, documents, and communications, keep and maintain accurate records of the proceedings of the Board of Directors, and perform all other duties incidental to the office, subject to the direction of the Board of Directors. At the expiration of the Secretary's term of office, the Secretary shall deliver to the Board of Directors all books, papers, records, and property of the Corporation.

8. Resignation, Removal, and Vacancies. Any officer may resign at any time by giving written notice of such resignation to the Board of Directors. Any officer may be removed at any time, with or without cause by a majority vote of the Board of Directors. Vacancies in the offices may be filled by appointment by the Board of Directors.

9. Compensation. Officers shall serve without compensation.

ARTICLE V

Appointment of Agents, Representatives, and Committees

The Executive Director, Board designee, or the Chair in consultation with the Board of Directors may appoint such agents, representatives, or committees with such powers to perform such acts on behalf of the Corporation as the Board of Directors may see fit.

ARTICLE VI

Annual Meeting

The annual meeting of the Corporation shall be held on or before April 30th of each year, the date and time to be determined by the Board of Directors. The meeting shall be open to members of the public.

ARTICLE VII

Funds and Fiscal Year

1. Funds. The annual budget of the Corporation and all requests for funding must be submitted to and approved by the Board of Directors. Thereafter, the Board of Directors shall prescribe the forms and procedure for receiving and disbursing all funds due or entrusted to the Corporation. In furtherance of the purposes of the Corporation, the Board shall have the power to purchase, hold, sell, or lease real estate, construct buildings and mortgage same, incur debts, borrow money and enter into contracts of every kind and nature, and to perform such other acts and duties as may be legal and necessary in furtherance of the purposes of the Corporation.

2. Fiscal Year. The fiscal year of the Corporation shall commence on July 1st of each year and end on June 30th of the following year.

3. Annual Audit. Each year, an external annual audit review must take place and be filed in accordance with local, State and federal laws. A copy must also be made available to the Board of Directors, and will be available at each of the Participating Communities' City/Town Clerk's office.

ARTICLE VIII Indemnification/Insurance

To the extent permitted by the laws of the State of Maine as they may now or hereafter exist, the Corporation shall indemnify any officer or director of the Corporation who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, by reason of the fact that he or she is or was an officer or director of the Corporation, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding; provided that no indemnification shall be provided with respect to any matter as to which he or she shall have been finally adjudicated in any civil proceeding not to have acted in good faith in the reasonable belief that his or her action was in the best interests of the Corporation or in any criminal proceeding, to have had reasonable cause to believe that his or her conduct was unlawful. The Corporation may also indemnify any agent or employee of the Corporation as determined by the Board of Directors, on a case by case basis. The Corporation may obtain director and officer liability insurance coverage, in the discretion of the Board of Directors.

ARTICLE IX Amendments

These By-Laws may be amended by a majority vote of the then-existing Board of Directors at any meeting of the Board, provided that proposed amendments, alterations, or repeals shall be plainly stated in the notice of the meeting at which they are to be considered.

ARTICLE X Effective Date

These by-laws shall take effect from the time of their adoption
(_____).

Greater Portland Economic Development Corporation

Aug-13

FYE 6/30/2014

Item	Budget	Actual	Year to date
Income			
GPPDC			0.00
Chambers of Commerce	10,000.00		0.00
Municipalities	30,000.00		0.00
Private Sector Donations	30,000.00		0.00
Education	15,000.00		0.00
Event Revenue	2,651.00		2,651.04
Grants			0.00
Savings	113,829.00		0.00
Interest Income	500.00	85.48	170.92
Sub Total	201,980.00	85.48	85.48
Total Income	201,980.00	85.48	85.48
Expenses			
Attraction and Branding			
Events (Conferences, Shows)	20,000.00		0.00
Website (R/D/M)	2,500.00	1,067.00	1,067.00 Website Changes
Graphic Arts (Logo, Hand Outs)	2,500.00		0.00
Travel	2,000.00		215.91
Software	0.00		0.00
Booth (maintenance)	5,000.00		0.00
Advertising/Sponsorships	2,500.00	1,500.00	1,500.00 NEDA
Familiarization Tours	15,000.00		0.00
Sponsorships	10,000.00		0.00
Marketing Paraphernalia	5,000.00		1,407.47
Consulting	0.00		0.00
Memberships/Subscriptions	5,000.00	624.00	924.00 Import data - Plers Joc and IEDC Members
Sub Total	69,500.00	3,191.00	3,191.00
Business Retention/Expansion			
Software	0.00		0.00
Workforce Development	5,000.00		0.00
Workforce Demographics	5,000.00		0.00
Rapid Response Team	0.00		0.00
Reduction of Energy Costs	0.00		0.00
Sub total	10,000.00	0.00	0.00
Enterprise Development			
Training Programs	1,000.00		0.00
Seminars	1,000.00		0.00
Sub total	2,000.00	0.00	0.00
Advocacy			
	5,000.00		0.00
Sub total	5,000.00	0.00	0.00
Administration			
Organizational Staffing	80,000.00		6,153.84
FICA	7,000.00		470.77
Benefits	10,000.00		727.06
Rent/Parking	6,120.00		510.00
Computers and Phones	2,360.00	153.29	457.39
Software	1,000.00		0.00
Professional Development	2,000.00		0.00
Financial (audit, taxes)	5,000.00		0.00
Insurance (General/Liability)	1,000.00		0.00
Contingency	0.00		0.00
Legal	1,000.00		0.00
Sub total	115,480.00	153.29	8,319.06
Total Expenses	201,980.00	3,344.29	11,510.06
Change in net assets	0.00	-3,258.81	-11,424.58
Starting Deposit Balance	239,145.11		
Ending Deposit Balance	235,886.30		
Change based on statements	-3,258.81		
Change in net assets	-3,258.81		
Difference	0.00		



City Council Workshop Information Sheet

City of Auburn

Council Workshop Date: October 21, 2013

Item A

Author: Clint Deschene, City Manager

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

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

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

Subject: Economic Development Support Services

Information: The Council made funding for Economic Development Support Services to LAEGC contingent upon a contract within 5 months. City Manager, Mayor, City of Lewiston, LAEGC, Auburn Business Development Committee, and Lewiston Development Committee have been meeting to format a proposed scope of services. Included in the packet is the proposed contract with a scope of services.

First and foremost it is my recommendation that this item be discussed at more than one workshop. I would urge the Council to select a meeting with no other issues to be discussed. Ultimately if that meeting could occur in the next 3 weeks the City is positioned for a formal vote at the second meeting in November.

This is not an all or nothing list, meaning the Auburn Council is under no obligation to negotiate for all of these. This is 3 party agreement of Lewiston, Auburn, and LAEGC. LAEGC will provide services to each of the two cities. Efficiently speaking it is logical that Lewiston and Auburn agree to the same services. This level of collaboration will take some effort but there is a basis of a solid agreement proposed.

As you evaluate I recommend that you consider the following:

1. Is this a service you feel we are currently provided or is it a new service? Or both?
2. Does the service enhance economic development in a direction that is a value to our community? If not what is unnecessary or missing?
3. Is the service a good value? (Please note the attached cost allocation.)
4. Are there good measures for the service and a sufficient time within the agreement to make significant progress?
5. Is the service offered better because Lewiston and Auburn purchase cooperatively?

And of course consider your own areas that you feel should be reviewed.

Financial: Potentially yes, but still to be fully determined.

Action Requested at this Meeting: Discussion

Previous Meetings and History: N/A

Attachments:

Joint Economic Development Services Contract
LAEGC Scope of Services
Cost Summary

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

JOINT ECONOMIC DEVELOPMENT SERVICES CONTRACT

CITY OF AUBURN, MAINE
CITY OF LEWISTON, MAINE
AND
LEWISTON-AUBURN ECONOMIC GROWTH COUNCIL

Agreement made this _____ day of _____, 2013, by and among the following:

- A. The **CITY OF AUBURN**, a corporate body politic located in Androscoggin County, State of Maine, with a mailing address of 60 Court Street, Auburn, Maine 04210 ("Auburn");
- B. The **CITY OF LEWISTON**, a corporate body politic located in Androscoggin County, State of Maine, with a mailing address of 27 Pine Street, Lewiston, ME 04240 ("Lewiston"); and

(Lewiston and Auburn together sometimes are referred to herein as the "Cities" in the plural and the "City" in the singular)
- C. The **LEWISTON-AUBURN ECONOMIC GROWTH COUNCIL**, a private non-profit corporation with a place of business and mailing address of 415 Lisbon Street, Lewiston, Maine 04243-1188 ("LAEGC").

RECITALS

The LAEGC was formed in 1981 by the Cities of Auburn and Lewiston, Maine, and their respective development entities, the Auburn Business Development Corp. ("ABDC") and the Lewiston Development Corporation ("LDC"), to provide economic development services, activities, functions, planning, and personnel for the Cities, ABDC, and LDC. LDC and ABDC are private, non-profit corporations created to foster economic development within their respective municipality.

Over the years since its inception and under the direction of the LAEGC Board of Directors, the original functions of LAEGC have evolved and new functions which would otherwise have been performed by Lewiston and Auburn have been assigned to or assumed by the LAEGC.

The Cities and LAEGC are interested in formally establishing the relationship, interests and services between the parties with respect to joint economic development activities. Specifically, the parties, through this Agreement and its Appendices, seek to collaborate on the development of economic strategy and goals, to discuss matters of joint policy, and to provide for the joint and efficient delivery of economic development services for the communities.

The Bylaws of LAEGC assure membership and participation by elected and appointed officials of both cities and the development corporations through members who serve, as incident to their status, on the Board of Directors of LAEGC. The Board of Directors is also comprised of individuals who are intended to represent various business and community interests within the communities. In order to enhance the communication and focus of the Cities' economic development activities and to administer the provisions and services of this Agreement, the Cities will create a Joint Economic Development Services Committee ("JEDS Committee"). The LAEGC will work with and communicate to the JEDS Committee on matters of economic development policy, strategy, goals and performance of contracted services.

Given the aforesaid, the parties hereto wish by this Agreement to confirm certain matters relating to the functions and responsibilities of LAEGC and the responsibilities of Lewiston and Auburn with respect to those functions and to LAEGC, and to provide for the prospects that new functions and services may be assigned to LAEGC by one or both of the Cities.

In consideration of the matters described above and of the benefits and obligations set forth in this Agreement, the parties hereto agree that the recital clauses set forth above are true and correct and are incorporated herein by reference as though set forth verbatim herein, and they further agree as follows:

SECTION ONE **SCOPE OF SERVICES**

LAEGC agrees to perform on behalf of each of Lewiston and Auburn, and Lewiston and Auburn each agrees to have performed by LAEGC, the joint functions and/or services listed on **EXHIBIT A** attached hereto which each of Lewiston and Auburn would otherwise have had to perform or would have contracted with others to perform. All services are expected to be contracted and provided on a joint or shared basis. Further, Lewiston and Auburn together may, in writing and with the written consent of LAEGC, allow LAEGC to perform other functions provided that Lewiston and Auburn compensate LAEGC for such other functions as the parties hereto shall agree. Lewiston and Auburn each recognizes that LAEGC's services performed for Lewiston and Auburn are not exclusive; LAEGC performs other functions on its own behalf and on behalf of others.

SECTION TWO **BEST EFFORTS**

LAEGC shall exercise, for the benefit of Lewiston and Auburn, its best efforts, knowledge, and skill in planning and performing the functions and services mentioned above and all other services incident to such planning and performance. To that end, LAEGC shall employ staff with the requisite skills to perform such functions expeditiously and professionally. The Cities and LAEGC shall determine a mutually satisfactory mechanism to measure LAEGC's performance, and, once that mechanism is created, LAEGC shall reasonably adhere to that mechanism.

SECTION THREE
POLICIES, PROCEDURES, AND PROTOCOLS

LAEGC shall adopt such policies, procedures, and protocols as are reasonably necessary in order for LAEGC to effectively perform the functions set forth herein and in order for LAEGC to professionally and expeditiously provide its services to Lewiston and Auburn.

SECTION FOUR
TERM OF AGREEMENT

The term of this Agreement shall be five (5) years beginning _____, 2013 (the "Commencement Date"), and expiring _____, 2018, unless it is earlier terminated as provided herein or it is extended by agreement of the parties (the "Term").

SECTION FIVE
COMPENSATION OF LAEGC

Lewiston shall compensate LAEGC for its services provided to Lewiston at the annual rate of \$_____.00 for fiscal year 2015, with the fiscal year being July 1, 2014, to June 30, 2015. Such amount shall be paid in twelve (12) equal monthly installments beginning on the Commencement Date and continuing on the same day of each month thereafter. LAEGC may increase the annual rate for each subsequent fiscal year of the Term but such annual increase shall never exceed ____% per annum.

Auburn shall compensate LAEGC for its services provided to Auburn at the annual rate of \$_____.00 for fiscal year 2015, with the fiscal year being July 1, 2014, to June 30, 2015. Such amount shall be paid in twelve (12) equal monthly installments beginning on the Commencement Date. LAEGC may increase the annual rate for each subsequent fiscal year of the Term but such annual increase shall never exceed ____% per annum.

As provided in the Scope of Services, in the event LAEGC consents to perform additional services requested of it by one or both of the Cities, the requesting City or Cities and LAEGC shall agree on reasonable compensation to LAEGC for such additional services in addition to the compensation mentioned above.

SECTION SIX
DEFAULT BY LEWISTON AND/OR AUBURN

In the event that Lewiston and/or Auburn violates any of the terms of this Agreement to be performed by one or both of them, LAEGC shall provide to the City which violated the term of this Agreement written notice of the violation and that City shall have ten (10) days to cure any failure to make a timely payment as set forth herein and thirty (30) days to cure any other failure to timely perform. Failing such a timely cure LAEGC shall have as a remedy against the defaulting City the right to accelerate the Compensation owed to LAEGC by that City as provided herein for the remainder of the Term, assuming an annual increase of __% for each remaining year of the term, and such accelerated sum shall be immediately due and payable. Notwithstanding the foregoing, LAEGC shall not be required to provide more than two such notices of a failure to make a timely payment to any one of the Cities within any one calendar year, and LAEGC shall send a copy of any such notice of violation to the City which has not violated any terms of this Agreement.

SECTION SEVEN
DEFAULT BY LAEGC

In the event that LAEGC violates the material terms of this Agreement to be performed by it with respect to one or both of Lewiston and Auburn, the City whose term of this Agreement has been violated shall provide to LAEGC (with a copy to the other City) written notice of the violation and LAEGC shall have thirty (30) days from the date such notice is received to cure the violation, but if the violation is of such a nature that it cannot reasonably be cured within thirty (30) days, LAEGC must, within thirty (30) from the date such notice is received, diligently begin and expeditiously pursue a curing of the violation. Failing such a timely cure or failing to diligently begin and expeditiously pursue such a cure, LAEGC shall be in default of this Agreement as to the City whose term of this Agreement has been violated, and that City may terminate this Agreement with respect to that City and that City shall no longer owe any compensation to LAEGC except compensation due to LAEGC for any period prior to the termination.

SECTION EIGHT
INSURANCE

LAEGC shall maintain appropriate insurance coverage throughout the term of this Agreement in an amount, form, and with carriers reasonably satisfactory to Lewiston and Auburn. This shall include comprehensive general liability covering bodily injury and property damage, Worker's Compensation insurance at statutory limits, employee dishonesty coverage, and vehicle liability covering all vehicles and their operators. LAEGC shall name Lewiston and Auburn as additional insureds on a primary and non-contributory basis with respect to all liability insurance and shall upon request provide to Lewiston and Auburn evidence of such insurance reasonably satisfactory to Lewiston and Auburn.

SECTION NINE
MAINTENANCE OF RECORDS - FURNISHING OF REPORTS

LAEGC shall maintain records of its endeavors on behalf of Lewiston and Auburn and LAEGC shall submit reports to both Lewiston and Auburn of LAEGC's activities and expenditures relating to the functions assigned to it by Lewiston and Auburn annually at a time and place convenient to each of Lewiston and Auburn. Lewiston and Auburn may require more frequent reports, but no more frequently than three times during each fiscal year. Each such report shall include year to date internally prepared financial statements for the period immediately preceding the reporting date. At the end of each fiscal year LAEGC shall submit to both Lewiston and Auburn audited financial statements for that fiscal year.

SECTION TEN
SEVERABILITY

Each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited, invalid or ineffective under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

SECTION ELEVEN
ASSIGNMENT

Anything in this Agreement to the contrary notwithstanding, no party to this Agreement shall have the right to assign this Agreement in whole or in part without the prior written consent of the other parties.

SECTION TWELVE
ENTIRE AGREEMENT

This Agreement contains the entire agreement among the parties hereto with respect to the subject matter hereof, supersedes all prior written Agreements and negotiations and oral understandings, if any, and may not be amended, supplemented or discharged except by an instrument in writing signed by all of the parties hereto.

SECTION THIRTEEN
GOVERNING LAW

The parties hereto hereby submit to the jurisdiction of the courts of the State of Maine and of the United States of America, located within the State of Maine, in connection with any suit or proceeding arising hereunder or under this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state of Maine without giving effect to the conflict of laws principles thereof.

SECTION FOURTEEN
NOTICE

All notices, requests and demands to or upon the respective parties hereto shall be deemed to have been given or made (i) three (3) business days after its deposit in the mail, first class mail, certified and postage prepaid, or (ii) in the case of facsimile telephonic notice, on the next business day after its transmission if a copy of the notice has promptly been sent to the recipient by overnight carrier or (iii) upon actual receipt, whichever occurs first, in each case addressed as set forth at the beginning of this Agreement.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the City of Auburn has caused this instrument to be signed and sealed by _____, its _____, thereunto duly authorized; the City of Lewiston has caused this instrument to be signed and sealed by _____, its _____, thereunto duly authorized; and the Lewiston-Auburn Economic Growth Council has caused this instrument to be sealed with its corporate seal and signed in its corporate name by its President, thereunto duly authorized, all of this the date set forth above.

CITY OF AUBURN

By _____
_____, its _____

Witness

CITY OF LEWISTON

By _____
_____, its _____

Witness

**LEWISTON-AUBURN ECONOMIC
GROWTH COUNCIL**

By _____
_____, its President

Witness

09-04-13

SCOPE OF SERVICES
for
Delivery of Joint Economic Development
on behalf of the
Cities of Auburn and Lewiston
by the
Lewiston-Auburn Economic Growth Council

The Cities of Auburn and Lewiston have contracted with the LAEGC for the provision of certain economic development-related services for the communities. The LAEGC through the Economic Development Services Contract and this Scope of Services agrees to provide, perform and/or undertake said services, functions or responsibilities and to be compensated for the costs/hours associated therewith.

The responsibilities, services, functions and tasks listed are organized by two methods. The first is by general function/service area. Within each function/service area there is a description of perennial (ongoing) responsibilities assigned to the LAEGC. The second is by specific tasks, projects or initiatives contracted for within general service/function areas. These will include more particular task descriptions, schedules, anticipated activities and expected outcomes. The specific tasks list may vary from year to year.

The LAEGC shall be responsible for performing the contracted services/functions and shall coordinate and communicate with the Cities, through the Joint Lewiston-Auburn Economic Development Committee (JEDC) on its progress and results. The LAEGC and the JEDC will also be responsible for assigning and negotiating new functions or tasks on an annual basis.

Each area/listing shall include a **HEADING** and description and then be organized as follows:

FUNCTIONS/SERVICES (general)

Tasks/Projects (specific)

Anticipated Activities

Expected Outcomes

Summary of Estimated Hours of Service and Allocated Cost (see attached summary)

SCOPE OF SERVICES

FY2015 – FY2017

1. ECONOMIC DEVELOPMENT STRATEGY

Description: The cities are interested in developing and adopting an Economic Development Strategy (EDS) for the community. The EDS will reflect the economic development goals of the cities and specific tasks/approaches recommended to achieve the goals. Once adopted the EDS will need to be implemented and annually reviewed/updated to reflect progress, changing priorities, goals and economic conditions.

FUNCTIONS/SERVICES:

- ❖ Collaborate with the Cities, Economic Development Stakeholders, Partner Organizations and the community at large
- ❖ Monitor economic trends (local, state and national) to assess opportunities and priorities
- ❖ Implement and maintain the joint Economic Development Strategy
- ❖ Track and measure progress of strategic initiatives and goals
- ❖ Periodically coordinate a review of the EDS

Anticipated Activities:

- 1) Annual Economic Development Strategy implementation
- 2) Annual EDS Progress/Results Report to Cities
- 3) Annual Review (w/Joint Economic Development Committee) of EDS goals, priorities and initiatives

Tasks/Projects:

1. Development of a joint Lewiston-Auburn Economic Development Strategy
 - 1.1. Develop process for Overall Economic Development Strategy development
 - 1.2. Identify and engage stakeholders and community
 - 1.3. Establish Steering/Advisory Committee
 - 1.4. Develop Draft Economic Development Strategy
 - 1.5. Review/Adopt Strategy by Cities' Joint Economic Development Committee

Expected Outcome(s):

- Joint Economic Development Strategy for Lewiston and Auburn

2. JOINT ECONOMIC DEVELOPMENT COORDINATION

Description: LAEGC shall facilitate and promote the joint approach, appearance and implementation of the “public sector side” of economic development in the cities. LAEGC will work to coordinate efforts on projects, interests and/or issues that are of a joint nature. LAEGC will act as steward of and monitor the application of the Joint Economic Development Protocol.

FUNCTIONS/SERVICES:

- ❖ Lead and support cities in joint economic development activities
- ❖ Maintain Joint Economic Development Protocol and TIF Policy
- ❖ Manage competition between the two cities

Anticipated Activities:

- 1) Facilitate periodic review of Joint Economic Development Protocol and TIF Policy
- 2) Lead implementation of Joint Economic Development Protocol
- 3) Track client contacts and results
- 4) Recommendation to Cities of issues, projects, processes or policies that would enhance joint economic development

Tasks/Projects:

1. Review of Joint Economic Development Protocol and TIF Policy

Expected Outcome(s):

- Revised Joint Economic Development Protocol and TIF Policy

3. MARKETING and PROMOTION

Description: LAEGC shall be responsible for marketing and promotion of Lewiston and Auburn for business attraction and economic development purposes. The LAEGC will act as a clearinghouse for other community marketing efforts seeking to support, coordinate and reduce duplication in the collective efforts. LAEGC shall be vested with maintaining the branding of the cities and work collaboratively to establish and promote the "brand". In its marketing and promotion activities that LAEGC shall employ traditional media (electronic and print) advertising, internet mediums, social media, press releases, public events and announcements, etc. The LAEGC will promote and represent the communities both locally, regionally, statewide, and beyond as appropriate. The LAEGC will also work to recognize and celebrate the economic achievements of the cities, businesses and citizens.

FUNCTIONS/SERVICES:

- ❖ Marketing and promotion of the communities and their assets
 - Coordinate with and support Downtown and Industrial/Trade/Logistics/Transportation marketing and promotion efforts.
 - Coordinate with and support Visitor/Tourism promotion efforts within and outside of the community.
 - Assist in the marketing and promotion of the Auburn-Lewiston Municipal Airport
- ❖ Recognition/celebration of the communities' economic progress
- ❖ Maintenance of Economic Development website and social media sites
- ❖ Actively lead/coordinate community branding "image" efforts
- ❖ Collaborate/Participate with other community promotion efforts
- ❖ Advisory Group for Economic Development Marketing and Promotion
 - Engage stakeholders, interested business representatives and marketing professionals to provide advice and guidance in marketing/promotion efforts

Anticipated Activities:

- 1) Development of Annual Marketing and Promotion Plan
- 2) Maintenance and Publication of Joint Marketing Materials
- 3) Creation and Maintenance of Websites and Social Media sites
- 4) Development of and attendance at Marketing and Promotion Events
- 5) Facilitate/Organize the Annual Business to Business Trade Show
- 6) Preparation and Issuance of Media Releases/Events
- 7) Creation of an Economic Development Marketing Advisory Group

Tasks/Projects:

1. LAEGC will work with the cities and Great Falls TV to explore the use of the cities' public access capabilities and resources in economic development marketing and promotion.
 - 1.1. Explore necessary methods, structure and/or agreements to incorporate Great Falls TV operations and personnel within the LAEGC
 - 1.2. Assess and report on uses and benefits of the capabilities and resources of Great Falls TV in economic development promotion and marketing efforts (not including public access promotion)

Expected Outcome(s):

- Report to the Joint Economic Development Committee on the viability and use of public access resources for joint economic development
- Annual Marketing and Promotion plan

4. BUSINESS DEVELOPMENT, ATTRACTION and RETENTION

Description: LAEGC shall be responsible for leading, coordinating and supporting public sector and private sector efforts to grow, improve and retain businesses in Lewiston-Auburn. LAEGC will focus on helping to create a positive business and community friendly environment which encourages the growth and location of business in the cities. LAEGC shall serve as a central point of contact/resource for businesses development for the cities. LAEGC will also monitor, track and inventory economic development trends and resources to guide the cities in overall economic development efforts.

FUNCTIONS/SERVICES:

- ❖ Facilitate/serve as central point of contact/support for new business development and attraction
- ❖ Assist existing business retention and/or expansion
- ❖ Maintain regional database of development sites and real estate properties
- ❖ Assist clients in conducting site searches and facilitate tours of the community
- ❖ Monitor issues/resources affecting the effectiveness of business development
- ❖ Serve as agent/administrator of the commercial/industrial parks controlled by local development corporations.
- ❖ Coordinate and support the administration of the cities' industrial/commercial parks.
- ❖ Encourage the involvement of the private and non-governmental sectors in economic development efforts
- ❖ Focus on capitalizing, promoting and attracting transportation and logistics related growth.

Anticipated Activities:

- 1) Seek and support new business development. Track #'s of businesses assisted, outcomes, common trends and noted community needs/issues
- 2) Maintain and update inventory of developable properties in the industrial, commercial and downtown sectors of the cities
- 3) Identification of issues, regulations and/or regulations which may negatively or positively impact business development in Lewiston-Auburn
- 4) Provide an annual report of business development to Joint Economic Development Committee

Tasks/Projects:

Expected Outcome(s):

- Annual report of business development to the Joint Economic Development Committee

5. TARGETED GROWTH OPPORTUNITIES

Description: The Cities of Lewiston and Auburn have numerous economic, geographic, and social strengths in the pursuit of economic development. In order to maximize economic growth potential the cities seek to target specific growth opportunities. LAEGC will work jointly with the Cities, business community and stakeholders to lead, promote and support the growth efforts of targeted economic opportunities. Targeted opportunities shall be identified in the Economic Development Strategy and/or as determined to be in the best interests of the communities. LAEGC efforts will include the employment of industry/sector specific marketing plans and methods, identification and pursuit of specific businesses and/or business growth. Efforts to increase targeted growth areas will include a mix of expansion of existing businesses and new business.

FUNCTIONS/SERVICES:

- ❖ Lead, undertake and support joint community efforts for targeted growth opportunities
- ❖ Assist the communities in identifying targeted growth opportunities
- ❖ Market and promote targeted growth opportunities

Anticipated Activities:

- 1) As determined by specific growth opportunities, plans and goals

Task/Projects:

1. Industrial, Trade, Logistics and Transportation (ITLT) Growth
 - 1.1. Create an ITLT Advisory Group
 - 1.1.1. Identify Stakeholders
 - 1.1.2. Recruit Members
 - 1.1.3. Provide Staff Support
 - 1.2. Develop an ITLT Attraction and Marketing Plan
 - 1.2.1. Identify community strengths and opportunities for ITLT growth
 - 1.2.2. Create collateral materials
 - 1.2.3. Attend/sponsor events targeting ITLT markets and businesses
 - 1.3. Act as contact and resource for ITLT businesses seeking to expand or locate in the community
 - 1.3.1. Provide targeted technical assistance for ITLT businesses
2. Examine the creation of a Port Authority
 - 2.1. Evaluate the mechanisms and benefits of establishing a port authority including legal and organizational requirements and develop recommendations.
 - 2.2. Issue a report of findings and recommendations

Expected Outcome(s):

- Assignment of Staff Resource for Industrial, Trade, Logistics and Transportation Growth and Development
- ITLT Attraction and Marketing Plan
- Appointment of ITLT Advisory Group
- Quarterly Report to Joint Economic Development Committee (JEDS) of ITLT Activities
- Report to the JEDS on creation of a Port Authority

6. COMMUNITY DEVELOPMENT - DOWNTOWN

Description: The Cities recognize that the true definition of economic development includes addressing community issues and needs which influence the growth and development of the community. Such issues are outside traditional economic development activities (financing, marketing, infrastructure, site location, etc.). Community development may include planning, social, educational, regulatory, or capacity issues. These issues are important to the total economic development strategy of a community. Efforts to impact/improve community development issues may take the form of specific planning and/or project activities. LAEGC will provide support and coordination to community development efforts in Lewiston and Auburn. Also, LAEGC will, from time to time, be engaged to lead and/or perform specific community development functions or projects.

FUNCTIONS/SERVICES:

- ❖ Support community development efforts/initiatives of the Cities.
- ❖ Assist the communities in identifying issues or projects which negatively influence the economic development of the cities.
- ❖ Lead initiatives and/or perform projects which have been determined needed to improve the economic development of the Cities.

Anticipated Activities:

- 1) As determined by specific projects and/or assignments

Tasks/Projects:

1. Joint Downtown Development
 - 1.1. Develop Joint Downtown Advisory Committee
 - 1.1.1. Identify stakeholders
 - 1.1.2. Recruit members
 - 1.1.3. Provide staff support
 - 1.2. Coordinate/support special events and activities
 - 1.3. Act as downtown ombudsman
 - 1.4. Participate, lead and/or support downtown planning efforts
 - 1.4.1. Help implement existing plans
 - 1.4.2. Evaluate downtown zoning and regulatory requirements
 - 1.4.2.1. Parking, aesthetics, sign requirements, complete streets, etc.
 - 1.4.3. Coordinate with City Staffs to make recommendations for relevant amendments or adoption of regulations
 - 1.5. Provide/coordinate downtown promotion and marketing
 - 1.6. Identify and solicit grants related to downtown and neighborhood activities and plans

Expected Outcome(s):

- Assignment/creation of staff resource for downtown development
- Development of joint downtown development programs and activities

7. PROJECT FINANCING and PORTFOLIO MANAGEMENT

Description: LAEGC shall develop and manage financing resources and programs designed to provide “gap” and other financing for businesses locating or expanding in Lewiston-Auburn. LAEGC shall act as a clearinghouse for entrepreneurs and businesses seeking business financing. LAEGC shall coordinate/collaborate with public and private lending organizations and programs to provide assistance and guidance to clients. LAEGC shall administer and manage the cities business lending/grant programs, as assigned. LAEGC will endeavor to identify, develop and expand the amount and availability of business support resources in the community.

FUNCTIONS/SERVICES:

- ❖ Act as a business financing clearinghouse for the Cities
- ❖ Serve as a guide to businesses seeking financial resources in support of growth or development
- ❖ Seek and advocate for additional community resources targeted for economic development
- ❖ Manage assigned loan/grant programs from the Cities, development corporations, State/Federal agencies or private institutions
- ❖ Staff support of LAEGC Loan Committee/business financing advisory group

Anticipated Activities:

- 1) Creation and appointment of Joint LAEGC Loan Committee/business financing advisory group
- 2) Loan program and portfolio management and administration
- 3) Annual Report of loan program(s) activity and results to Joint Economic Development Committee
- 4) Review and recommendation (as appropriate) to Cities of Loan Program Guidelines

Tasks/Projects:

Expected Outcome(s):

8. ADMINISTRATION, ADVOCACY and GOVERNANCE

Description: LAEGC shall provide staff support and administration to the overall economic development (other than described above) program of the Cities and the community as a whole. Additionally, it is recognized that LAEGC has certain administrative responsibilities associated with the management, operation and governance of the organization. Similarly, the LAEGC serves as the administrative support for other development related agencies serving Lewiston-Auburn including, but not limited to, the Auburn Business Development Corporation (ABDC), Lewiston Development Corporation (LDC), and the Lewiston and Auburn Railroad Company (LARR). LAEGC provides support services to these entities as requested and upon mutually agreed terms and conditions. This area of service is meant to encompass these administrative functions and responsibilities, as well as those services, needs and projects which may arise from time to time.

FUNCTIONS/SERVICES:

- ❖ Provide logistical support (agendas/minutes/accounting, etc.) to LAEGC and development corporations
 - Including Auburn Business Development Corporation, Lewiston Development Corporation, Lewiston-Auburn Railroad Company
 - Staff and support numerous (currently 10) standing committees of the LAEGC and Development Corporations
- ❖ Provide technical assistance/support to city staff and airport manager in negotiating incentives/lease terms relating to economic development projects
- ❖ Administer the Foreign-Trade Zone (F-TZ)
- ❖ Serve as Liaison for economic development to the Auburn-Lewiston Airport Committee
- ❖ Support and coordinate the goals and efforts of L/A Future Forum and Benchmark L/A
- ❖ Advocate for the economic interests of the Cities
- ❖ Support other economic/community development-related issues, initiatives and projects that arise and as requested by the Cities

Anticipated Activities:

- ❖ *Coordinated and efficient administration of the Cities joint economic development programs and activities*

Tasks/Projects:

1. Lead a discussion and review of how the Cities can best organize and implement joint advocacy for economic development issues and interests

Expected Outcome(s):

- Report to the Joint Economic Development Committee on joint advocacy dialogue and recommendations

Reference Documents:

Services Agreements –

- ❖ Auburn Business Development Corporation
- ❖ Lewiston Development Corporation
- ❖ Lewiston-Auburn Railroad Corporation

Coordination Memorandum re: Business Attraction Coordination with State of Maine – Department of Economic and Community Development (DECD), Maine & Co., etc.

Joint Economic Development Services Agreement

Allocated Hours/Costs Summary

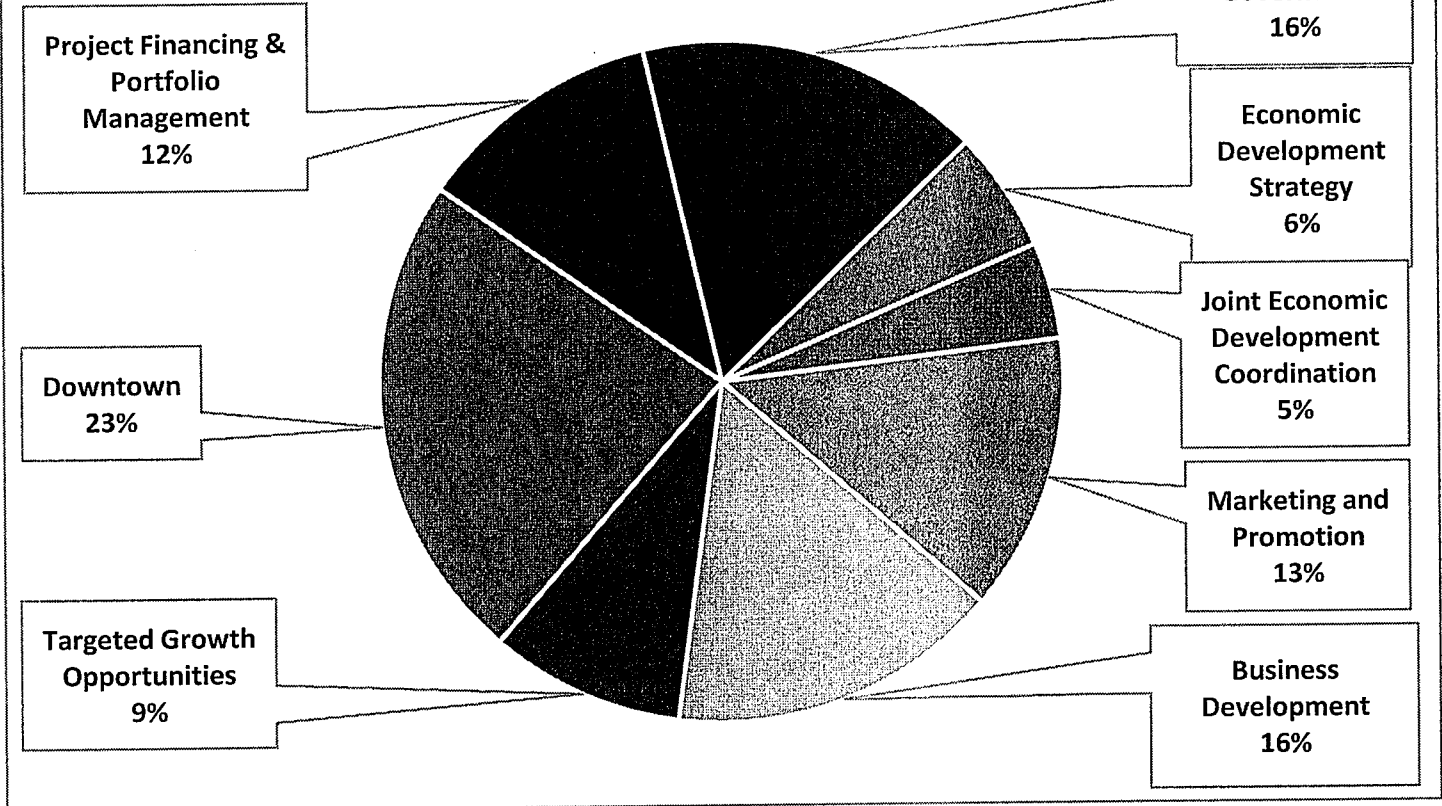
Preface: The allocated hours and costs are organized in accordance with the Functions and Services areas of the Scope of Services. All hours and costs are estimated. Estimates were developed by assigning a percentage of LAEGC staff time, by position, to the respective areas. Amounts shown are total allocated costs and hours. **The stated amounts are projected as of 10-1-13 and should not be considered final contract amounts.** Total revenue sources/amounts, scope of services and allocated percentages will need to be discussed and determined prior to establishing actual contract amounts.

Functions/Services Areas	Allocated Hours ¹ (estimated annual)	Allocated Costs ² (estimated annual)	Projected Cities Share ³	Projected Each City Share ⁴
1. Economic Development Strategy	529	\$34,590 ^(a)	\$21,833	\$10,917
2. Joint Economic Development Coordination	395	\$27,313	\$17,240	\$8,620
3. Marketing and Promotion	1,425	\$79,228 ^(b)	\$50,009	\$25,004
4. Business Development, Attraction and Development	1,501	\$94,853	\$59,871	\$29,936
5. Targeted Growth Opportunities	787	\$55,199	\$34,842	\$17,421
6. Community Development: Downtown Development	2,142	\$140,085	\$88,422	\$44,211
7. Project Financing and Portfolio Management	1,286	\$70,009	\$44,190	\$22,095
8. Administration/Governance	1,662	\$98,165	\$61,962	\$30,981
Sub-Total =				\$189,185
Adjustment =				\$ 203
TOTALS =	9,727	\$599,442	\$378,369	\$189,388

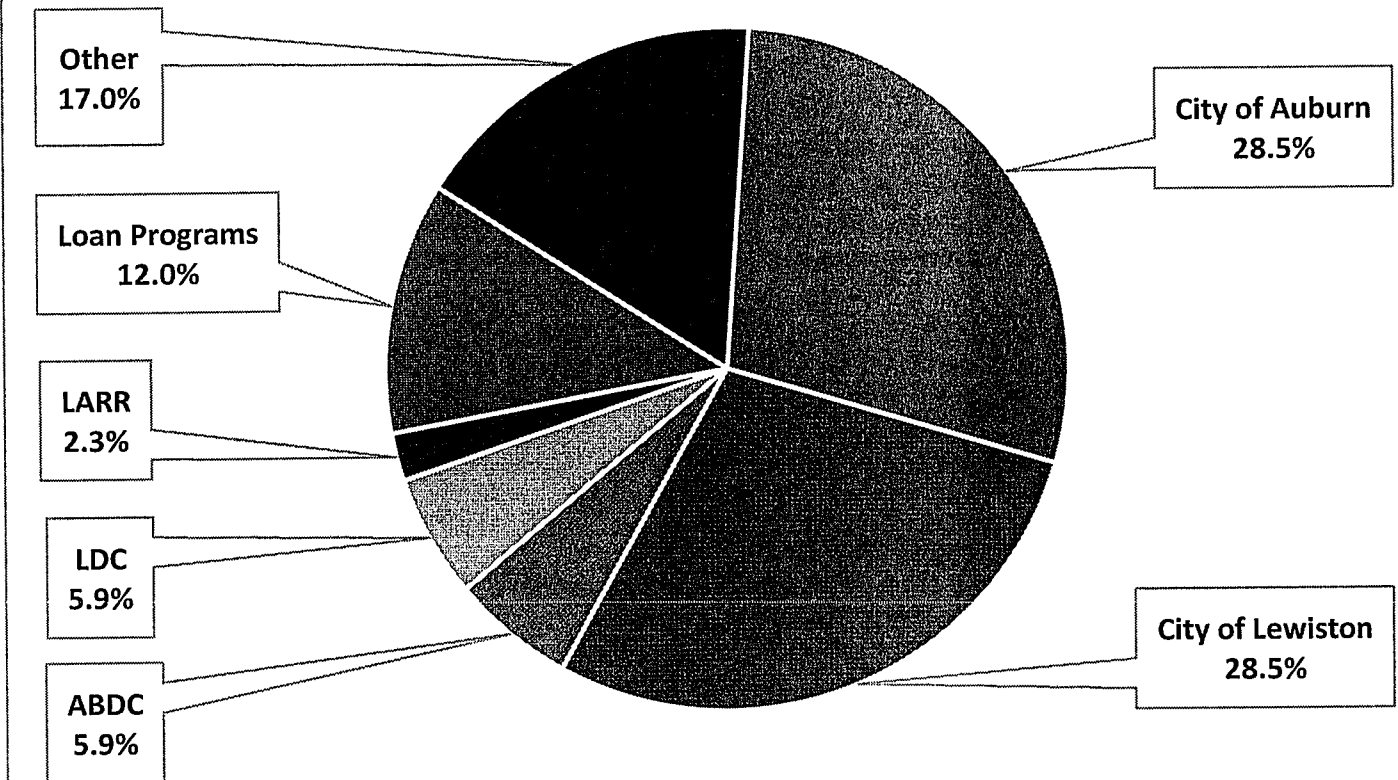
Notes:

- 1 Allocated costs include salaries, payroll taxes, benefits costs, and overhead apportioned across all hours and service areas.
 - 2 Estimated budget expenditures used for the allocated costs includes a mix of both current and projected costs including salaries.
 - 3 Projected Cities share is based upon current % of the budget net of revenues from producing activities.
 - 4 Each city share is based upon 50/50 apportionment of projected budget less earned revenues.
- (a) \$6,500 for outside consultant services, if needed, is not included in the proposed budget.
- (b) Only \$11,000 budgeted for advertising/promotion/collateral materials, and \$7,000 for the image campaign, etc.

Allocated Hours by Function Area



Funding Sources



MANAGEMENT AND OPERATIONS SERVICES AGREEMENT

This MANAGEMENT AND OPERATIONS SERVICES AGREEMENT (the "Agreement") is entered into this 16th day of October, 2012, by and between the MAINE PORT AUTHORITY, a body corporate and politic and an instrumentality of the State of Maine created pursuant to 23 M.R.S.A. §4420, with its office located in Augusta, Maine, its permitted successors and assigns ("MPA"), and SOLI DG, Inc., a Maine corporation, with its principal offices at 393 Sawyer Street, South Portland, Maine ("Soli DG").

WHEREAS, on or about August 10, 2011, the MPA issued a Request for Proposal ("RFP") for the management and operation of the property known as the International Marine Terminal located at 460 Commercial Street in Portland, Maine, as more fully set forth in Exhibit "A" attached hereto (the "Facility"); and

WHEREAS, on or about September 9, 2011, Soli DG submitted its proposal for the management and operation of the Facility; and

WHEREAS, on or about September 20, 2011, MPA accepted Soli DG's proposal for the management and operation of the Facility; and

WHEREAS, it is the intent of the MPA to provide a port facility that enhances business and commerce in the State of Maine, and realizes acceptable revenue generation to the MPA, consistent with good business practices; and

WHEREAS, Soli DG has experience and knowledge in the management and operations of commercial cargo facilities such as the Facility, is fully familiar with the Facility and its capabilities, and is prepared to provide experienced management to manage, operate and market the Facility as a commercial cargo port to benefit the Port of Portland, the State of Maine, the Northern New England Region, and the MPA; and

WHEREAS, the parties now wish to set forth their agreement regarding the management and operation of the Facility.

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

1. AGREEMENT: Soli DG hereby agrees to manage and operate the Facility, and to provide marketing services to the MPA, all pursuant to the terms and conditions set forth in this Management and Operations Services Agreement (the "Agreement").

2. TERM: The Agreement shall commence on November 1, 2012, and shall continue uninterrupted until October 31, 2014, unless sooner terminated pursuant to the terms herein.

3. SOLI DG's Obligations: Soli DG shall manage the Facility, based on a twenty-four (24) hour per day, seven (7) day per week schedule, and shall be solely responsible for the following duties and services related to the Facility:

a. Facility Security Officer (FSO). Soli DG shall provide United States Coast Guard ("USCG") certified personnel who shall organize, conduct, and be present at all drills and training sessions, whether conducted by Soli DG or the USCG, and shall ensure compliance with the current Facility Security Plan and the Maritime Transportation Security Act ("MTSA"), 33 CFR 105, and shall amend such Facility Security Plan as may be needed due to changes in any applicable laws or regulations, be they state, federal, or local;

b. Customs-Trade Partnership Against Terrorism ("C-TPAT"): Soli DG shall comply with all U.S. Customs and Border Protection Service Requirements and shall provide a C-TPAT Officer who will ensure compliance with the Facility's approved C-TPAT plan, and who shall conduct any and all business partner screenings, validation requests, and related activities;

c. Maintenance Coordination: Soli DG shall oversee all vendor contracts with necessary Facility service vendors to ensure a safe and secure working environment for any stevedoring company operating at the Facility pursuant to existing contractual obligations of the MPA, and other relevant partners. Such maintenance management includes, but is not limited to:

- i. Overhead Door Corp. - Entry gates, maintenance shed door;
- ii. Johnson & Jordon, Inc.- HVAC, Facility plumbing and heating units;
- iii. Troiano Waste Services, Inc.- waste removal and dumpster pickup;
- iv. Galaxy Integrated Technologies Inc.- security system maintenance;
- v. Simplex Grinnel - fire control systems maintenance & inspection;

- vi. Firesafe Equipment Co Inc. - fire equipment vendor & inspection;
 - vii. Cummins Northeast, Inc.- security generator service & inspection;
 - viii. snow removal contract;
 - ix. Lighting, electrical & general maintenance;
 - x. Preparation of a report outlining the current maintenance status of the Facility and a proposed maintenance plan for the following twelve months. Such report and plan shall be provided to the MPA within 60 days of the execution date of this Agreement; and
 - xi. All other general maintenance requirements at the Facility.
- d. Terminal/Vessel Operations- Soli DG shall work with vessel agents and vessel owners, or their assigned representatives, to secure, schedule and manage vessel calls at the Facility, including, but not limited to:
- i. Scheduling vessel calls at the Facility in a shareable database format;
 - ii. Coordinating support services for the vessel as the ship-to-shore interface with the stevedore, shore-side vendors, and other relevant personnel;
 - iii. Providing vessel support services including a potable water connection, gangway services, seafarer's access guidance, etc.;
 - iv. Ensure open lines of communication between the vessel and the Facility through whatever means are acceptable to both parties; and
 - v. Billing support for the MPA on Facility billable vessel expenses.
- e. Terminal/Building Operations- Soli DG shall work with the MPA and any applicable stevedoring company operating at the Facility regarding use of the Facility's office space (and any potential tenants and uses), maintenance & repair shed, RUBB building (and use as a designated Customs Inspection Facility), and any other portions of the Facility.
- f. Regulatory Compliance Support: Soli DG shall provide regulatory compliance support services, including, but not limited to:
- i. MTSA 105, FSP assistance, compliance and amendment support;
 - ii. C-TPAT compliance, validation and business partner requirements support.
 - iii. Federal Maritime Commission ("FMC") Support- Tariff updates, Sub-lease agreements, carrier agreements, etc. (to include data management for invoicing and accounts receivable).

- iv. MPA/MDOT Compliance Reporting- Support for the MPA on any areas related to the Facility that require municipal, state or federal reporting or accountability;
 - v. Chassis Pool - Compliance support with USDOT & Federal Motor Carrier Safety Administration ("FMCSA") Rules and Regulations, Internet Assignment Numbers Authority ("IANA") and National Motor Freight Traffic Association ("NMFTA") reporting requirements.
- g. Twenty-four (24) Hour Response and Security Coverage: Soli DG shall provide the necessary on-call support required to keep the Facility consistently open for business and secure. After-hours security tasks will be carried out by the FSO, AFSO, or other designated security personnel.
- h. Terminal/Equipment Operations: Soli DG will work with any applicable stevedoring company operating at the Facility which is obligated to operate, maintain, and repair any Facility equipment and/or the chassis pool. Soli DG will further ensure that Facility equipment is maintained in good working condition.
- i. Statewide Port Marketing services and support: Soli DG shall provide a minimum of twenty (20) hours a week of marketing and business development efforts for the MPA, including, but not limited to, participating in and coordinating efforts for marketing the State of Maine's ports at various tradeshow and conferences, including, but not limited to:
- i. AWEA WINDPOWER 2012, Atlanta, GA
 - ii. AWEA Offshore Windpower 2012, Virginia Beach, VA
 - iii. JOC NA Marine Highways & Logistics Conference (also for the Facility)
 - iv. NAPA Annual Meeting Attendance (also for the Facility)
 - v. CONECT (Several Shipper events)
 - vi. JOC Americas BreakBulk Conference 2012
- j. Port Stakeholder representation: Soli DG shall coordinate and/or participate in the following port stakeholder meetings:
- i. Shippers – Forest Products, Wind Turbine Freight, Containerized, Break Bulk, Special Project Cargo, Bulk Materials, etc.
 - ii. Carriers – Steamship Lines, Break Bulk Carriers, Barge Operators, etc.
 - iii. Intermodal Service Providers – Rail and Trucking entities, Third Party Logistics Providers.
 - iv. Port Partners – Pilots, Terminal Operators & Stevedores, Municipal & State Officials, News Media, Tug and Tow Companies, etc.

k. Soli DG shall, at the close of each calendar month, submit to the MPA a monthly activity report.

l. Within thirty (30) days of the execution of this Agreement, Soli DG shall provide to the MPA a report on all proposed activities at the Facility, including financials, and a detailed marketing plan for the ensuing twelve (12) month period.

m. Through its management and marketing of the Facility, Soli DG shall strive to achieve the following objectives:

- i. Enhancement of the State of Maine and Northeast Region as an economic engine through the utilization of the Facility;
- ii. Provision of cost effective port and terminal services to the benefit of the State of Maine and regional shippers;
- iii. Development of steady and expanded employment;
- iv. Preservation of a public asset for the benefit of key stakeholder interests;
- v. Creation of a regional hub that provides for the intermodal connectivity between marine, rail and truck transportation systems and services;
- vi. Development of an effective connection to proposed American Marine Highway corridors;
- vii. Ability to utilize marine assets to reduce local highway congestion;
- viii. Optimal utilization of the Facility to provide consistent and adequate revenue that may be used to maintain, preserve and improve the Facility;
- ix. Retention of a deepwater marine facility for the benefit of the local and regional port and maritime industries;
- x. Identification of qualified entities able to maintain, operate and promote the facilities; and the
- xi. Preservation and protection of the environment to the benefit of the MPA and local area, including community interests.

4. FEES: In return for the services more fully set forth in Paragraph 3, the MPA shall pay Soli DG as follows:

- a. Management and Operations Services: \$12,500 per month, payable on the first of each month;
- b. Insurance Costs: TBD (as more fully set forth in Para. 8 below)
- c. Marketing Services: \$5,000 per month, payable on the first of each month.

5. REPRESENTATIONS OF MPA:

- a. Authority. MPA represents and warrants that it has full power and authority to enter into this Agreement and has been duly authorized to execute and deliver this Agreement.
- b. Other Agreements. Etc. The MPA represents and warrants that the execution of this Agreement does not conflict with or will result in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which MPA is now a party, or by which it is bound; would constitute a default under any of the foregoing, or would conflict with the terms of any instrument or agreement by which the MPA is bound, including its charter and other organizational documents and governing statutes.

6. REPRESENTATIONS OF SOLI DG

- a. Soli DG represents and warrants that it has full power and authority to enter into this Agreement and has been duly authorized to execute and deliver this Agreement.
- b. Soli DG represents and warrants that neither the execution of this Agreement, nor the fulfillment or compliance with the terms and conditions of this Agreement, conflict with or will result in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which Soli DG is now a party, or by which it is bound or will constitute a default under any of the foregoing, or conflict with the terms of any instrument or agreement by which Soli DG is bound, including its charter and other organizational documents and governing statutes.
- c. Soli DG represents and warrants that its board of directors has duly authorized the corporate officer signing the Agreement on Soli DG's behalf to do so in the name of Soli DG, and that the MPA can rely on such representation and warranty.

7. USE OF PREMISES. Soli DG agrees to use the Facility solely for the operation, maintenance and use of a commercial and industrial marine cargo terminal and other lawful uses approved by the MPA. Soli DG agrees not to permit any nuisance in or on the Facility, nor to use or permit any use which is (a) contrary to or not ordinarily conducted within a commercial and industrial marine cargo terminal, or (b) contrary to law or ordinance. Soli DG shall not permit any manner of use which will invalidate or increase insurance premiums for the Facility or buildings located thereon (unless Soli DG pays for the entire cost of such increase), or any use that will materially and adversely affect the value of the Facility as a commercial and industrial marine cargo terminal. Soli DG shall not permit any use of the Facility which shall create an unreasonable fire hazard, or be unlawful, improper, noisy or offensive or which

constitutes a nuisance or which is contrary to any law, rule, regulation or requirement of any governmental authority or the fire insurance rating association having jurisdiction, or which is injurious to any person or property, or commit waste, whether voluntary or involuntary, or permit anyone else to do any of the foregoing.

8. INSURANCE: Soli DG shall provide insurance consistent with the following requirements, and shall provide certificates of such insurance to the MPA:

(a) All risks fire and casualty insurance (including Business Income and Extra Expense coverage in an amount needed to satisfy one year of Soli DG's obligations to the MPA pursuant to this Agreement, and, with regard to the broad form fire and extended property coverage, in an amount equal to the current replacement value of the Facility, against loss or damage by fire, lightning, wake, wave wash and ice and other perils, including, without limitation, coverage pursuant to the Terrorism Risk Insurance Reauthorization Act of 2007 (TRIPRA), as amended and extended), with uniform standard extended coverage endorsement limited only as may be provided in the standard form of extended coverage endorsement at the time in use in Maine. All property insurance shall name the MPA as an additional insured and loss payee;

(b) Commercial General Liability insurance, on an occurrence basis, in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence and Ten Million Dollars (\$10,000,000.00) annual aggregate covering liability for bodily injury, including death resulting therefrom, and liability for damage to property, including loss of use thereof, occurring on or in any way related to the Facility or any part thereof with the MPA named as an additional insured. Such policy shall also include hazards of operations, independent contractors, and contractual liability coverage.

(c) Vehicular Liability insurance with limits of not less than \$3,000,000 per occurrence for bodily injury, death and property damage, and including owned, hired and non-owned vehicles.

(d) Pollution and Remediation Legal Liability insurance for the risk of discharge of pollutants in an amount not less than Ten Million Dollars (\$10,000,000.00) covering:

- i. bodily injury and property damage both on and off the Facility from pollution, including economic loss,
- ii. clean-up costs on and off the Facility;
- iii. liability for and financial responsibility in respect to pollution under all applicable federal and state statutes and regulations including, but not limited to, the Oil Pollution Act of 1990, 33 USC §2700, *et. seq.* (OPA 90), the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S. C. § 9601, *et. seq.* (CERCLA), the

Federal Water Pollution Prevention and Control Act, 33 U.S.C. § 1251 *et seq.* (FWPCA), and the Oil Discharge Prevention and Pollution Control Act, 38 M.R.S.A. §541 *et seq.*, all as they may have been amended. The MPA shall be named as an additional insured under said policy or policies.

- iv. Terminal Operator's Legal Liability insurance, including, without limitation, coverage of both Soli DG's and the PA's exposures as a wharfinger, stevedore, and/or warehouseman, respectively, with minimum limits of Ten Million Dollars (\$10,000,000.00). The MPA shall be named as an additional insured under said policy

(e) Soli DG shall be solely responsible for any and all claims made by its employees under Maine's workers compensation laws and shall maintain appropriate insurance in respect to such claims in compliance with all applicable laws, including coverage for claims under the United States Longshoreman's and Harbor Workers' Compensation Act. Soli DG shall indemnify and hold harmless the MPA for any claims of any employee at or arising in connection with operations at the Facility. Soli DG shall waive and consent to indemnification without regard to, and shall specifically waive, any defense which might otherwise be available to it, by statute or case law, such as, but not limited to, 39-A M.R.S.A. § 104 and *McGraw v S.D. Warren v Cianbro Corporation*, 656 A. 2d 1222 (Me. 1995); *International Paper Co. v. A.A. Brochu*, 899 F. Supp 715 (D.Me 1995); *Fowler v. Boise Cascade Corp.*, 739 F. Supp. 671 (D. Me. 1990), *aff'm.* 948 F.2d 49 (1st Cir. 1991); *Diamond International Corporation v. Sullivan and Merritt Inc.*, 493 A.2d 1043 (Maine, 1985) with regard to the Maine Workers' Compensation Act, and *Butcher v. Dravo Corp.*, 2009 U.S. Dist. LEXIS 98704 (WD Pa 2009), with regard to the United States Longshoreman's and Harbor Workers' Compensation Act, or any similar statute or judicial decision disallowing or limiting such indemnification.

(f) Additional Provisions Respecting Insurance: All insurance required by this Agreement shall be taken out and maintained in generally recognized responsible insurance companies qualified to do business in the State of Maine, with each such policy, excepting workers compensation and Longshore and Harbor Workers' Compensation Act policies, naming the MPA as an additional insured. In the event that inflation or any other cause, in the MPA's reasonable opinion, requires the aforesaid insurance coverages to be increased during the term of any agreement with the MPA relating to the Facility, Soli DG agrees to

increase the limits to the levels reasonably required by the MPA. Soli DG may insure to the required limits with such primary or excess limits as it deems appropriate. All aforesaid policies shall include a waiver of subrogation endorsement in favor of the MPA. Soli DG shall be solely responsible for any and all deductibles applicable to the coverages set forth in the above policies of insurance. The MPA reserves the right to require different deductibles for each coverage required by this Section.

(g) Certificate(s) of Insurance. A certificate or certificates of the insurer that such insurance as set forth in this Section is in force and effect shall be deposited with the MPA by the successful bidder, and prior to the expiration of any such policy, Soli DG shall furnish the MPA with evidence that the policy has been renewed or replaced. The MPA shall not have any obligation to verify the required insurances.

9. SOLI DG EVENTS OF DEFAULT AND MPA REMEDIES: The following shall be "Events of Default" under this Operating Agreement and the terms "Events of Default" or "default" shall mean, whenever they are used in this Operating Agreement, any one or more of the following events:

a. Failure to make any payment when due, whether to the MPA or any other entity, unless such failure is cured by paying the overdue fees and all late fees and interest within thirty (30) days of written demand;

b. Failure to make any other payment required of Soli DG pursuant to the terms and conditions of this Agreement, and such failure is not cured within 30 days of written demand;

c. Failure to procure the insurance coverages required by Paragraph 8 herein.

d. The breach by Soli DG of any other material obligation under this Agreement (not identified in (a) or (b)), and such breach shall not have been cured within 30 days after the sending of notice identifying the breach from the MPA to Soli DG thereunder, provided that if such breach cannot with due diligence be cured within 30 days, the time within which such default may be cured shall be extended for such period of time reasonably necessary to cure the default with all due diligence;

e. Except with the prior consent of the MPA, (i) any sale of all or substantially all of Soli DG's assets; or (ii) any merger or consolidation in which Soli DG is a participant corporation, or any vote by the shareholders of Soli DG to approve such a merger or consolidation. In any such event such consent shall not be unreasonably withheld or delayed, but any transaction under (i) or (ii), such event shall be subject to assumption by Soli DG's transferee hereunder;

f. The filing by Soli DG of a voluntary petition for relief under the United States Bankruptcy Code, as amended from time to time, or any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, receivership, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; or Soli DG shall be adjudicated insolvent or bankrupt by decree of a court of competent jurisdiction; or Soli DG shall petition or apply for or acquiesce in, or consent to the appointment of, any receiver or trustee; or for all or any part of its property; or Soli DG shall make an assignment for the benefit of creditors; or Soli DG shall admit in writing its inability to pay its debts as they mature;

g. Soli DG's abandonment of or discontinuation of business at the Facility for a period in excess of ten (10) consecutive days, or the failure to perform its other duties and obligations hereunder.

h. There shall be filed against Soli DG any involuntary petition for relief under the United States Bankruptcy Code, as amended from time to time, or there shall be commenced against Soli DG any proceeding relating to Soli DG under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, receivership, dissolution, or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, and such petition or any such proceeding shall remain undismissed for a period of 90 days or Soli DG by any act indicates its consent to, approval of, or acquiescence in, such petition or any such proceeding; or a receiver or trustee shall be appointed for Soli DG or for all or a substantial part of the property of the Company and such receivership or trusteeship shall remain undischarged for a period of 90 days; or a writ of attachment, execution, or similar process shall be issued against any material part of Soli DG's property or assets relating to the Mack Point Project and the same shall not be dismissed or bonded or reserved for within 60 days.

Upon the occurrence of an Event of Default, the MPA shall have the option at its sole discretion to effect the following remedies: (a) terminate the Agreement, and/or (b) pursue all other remedies provided herein or otherwise by law.

10. MPA EVENTS OF DEFAULT AND SOLI DG REMEDIES: Failure by the MPA to make any payment to Soli DG when due, unless such failure is cured by paying the overdue fees and all late fees and interest within thirty (30) days of written demand. Upon the occurrence of an Event of Default by the MPA, Soli DG shall have the option at its sole discretion to effect the following remedies: (a) terminate the Agreement, and/or (b) pursue its remedies at law in the Superior Court, State of Maine.

11. Agreement to Pay Attorneys' Fees and Expenses. In the event that either party should default under any of the provisions of this Agreement and Operating Agreement and the non-defaulting party should employ attorneys or incur other expenses for the collection of rent or the enforcement of performance or observance of any obligation or agreement on the part of the

other, the defaulting party agrees that it will pay on demand to the prevailing party the reasonable fees of such attorneys and such other cost and expenses so incurred.

12. No Additional Waiver Implied by One Waiver. In the event any agreement, condition or representation contained in this Agreement should be breached by either 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.

13. MISCELLANEOUS:

a. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when (a) mailed by registered or certified mail, postage prepaid, or (b) delivered by nationally recognized private courier or overnight delivery service, charges prepaid, to the following addresses or to such other addresses as the parties shall, by like notice, notify one another:

If to SOLI DG, INC.

ATTN: Patrick Arnold, Pres.
Soli DG, Inc.
P.O. Box 2881
South Portland, ME 04106
Phone: 207-408-5391

If to the MAINE PORT AUTHORITY

ATTN: John Henshaw, Director
16 State House Station
Augusta, Maine 04333-0016
Phone: (207) 624-3564
John.H.Henshaw@maine.gov

b. Binding Effect: This Agreement shall inure to the benefit of and shall be binding upon the Operator, the MPA, and their respective permitted successors and assigns.

c. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or by any future legislative action, such holding or such action shall not invalidate or render unenforceable any other provision hereof.

d. Amendments, Changes and Modifications. This Operating Agreement may be amended, changed, modified, altered or terminated only by an instrument in writing signed by the parties hereto.

e. Execution Counterparts. This Operating Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.


f. Applicable Law. This Operating Agreement shall be governed exclusively by the applicable laws of the State of Maine.

g. Surrender of the Facility. Except as otherwise provided in this Agreement, Soli DG shall, upon the expiration or termination of this Agreement for any reason whatsoever, surrender the Facility to the MPA in good order, condition and repair, except for reasonable wear and tear.

h. Exhibits and Schedules. Each exhibit and schedule attached to this Agreement shall be incorporated into and be a part of this Agreement.

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

MAINE PORT AUTHORITY

By: 
John H. Henshaw, its Director


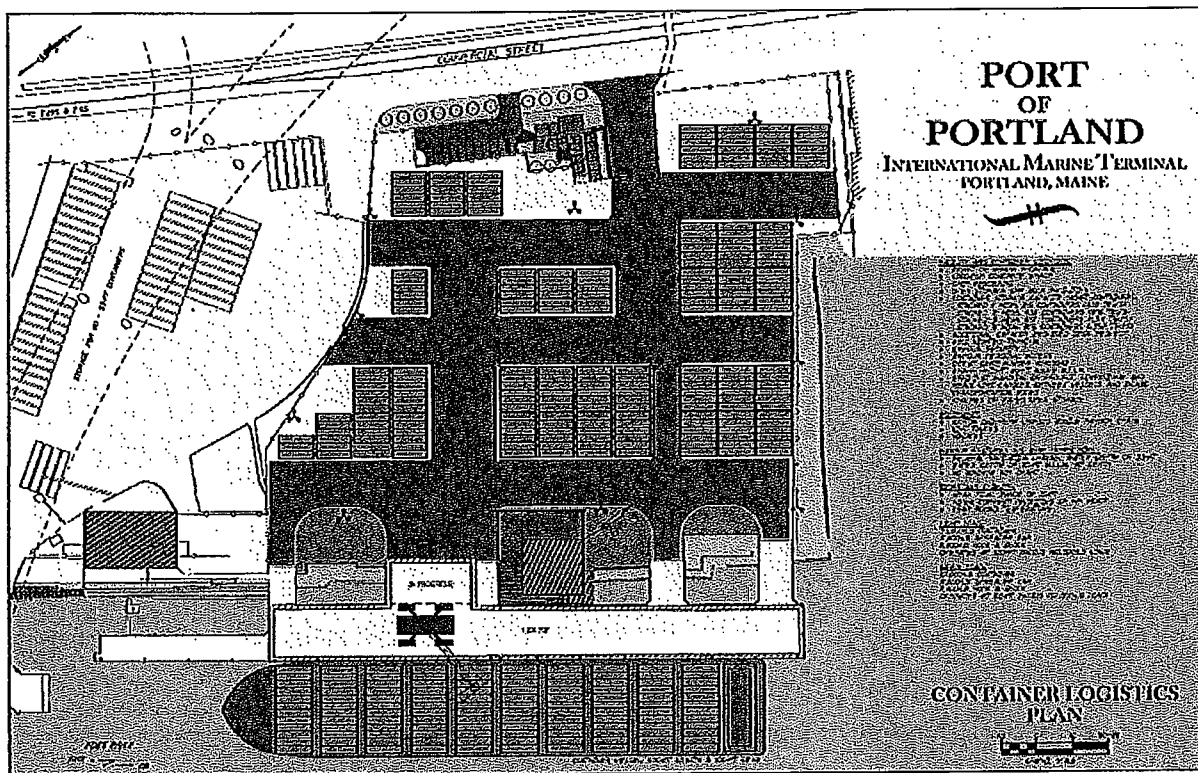
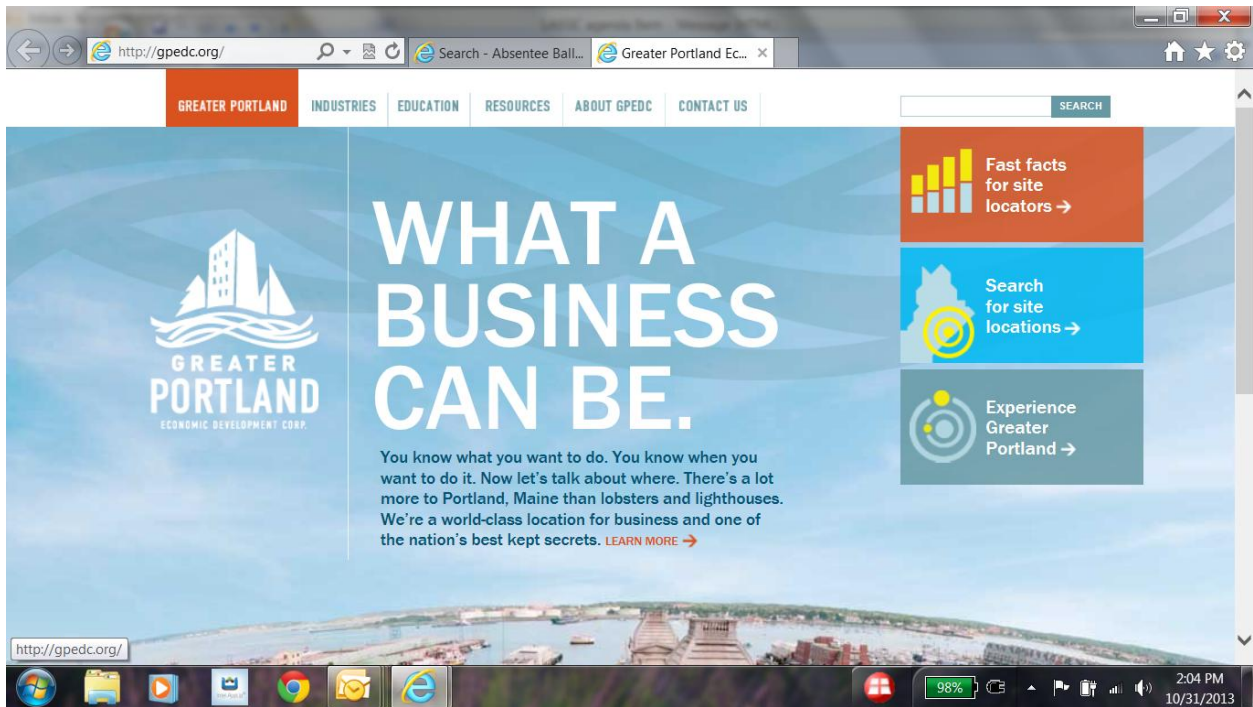
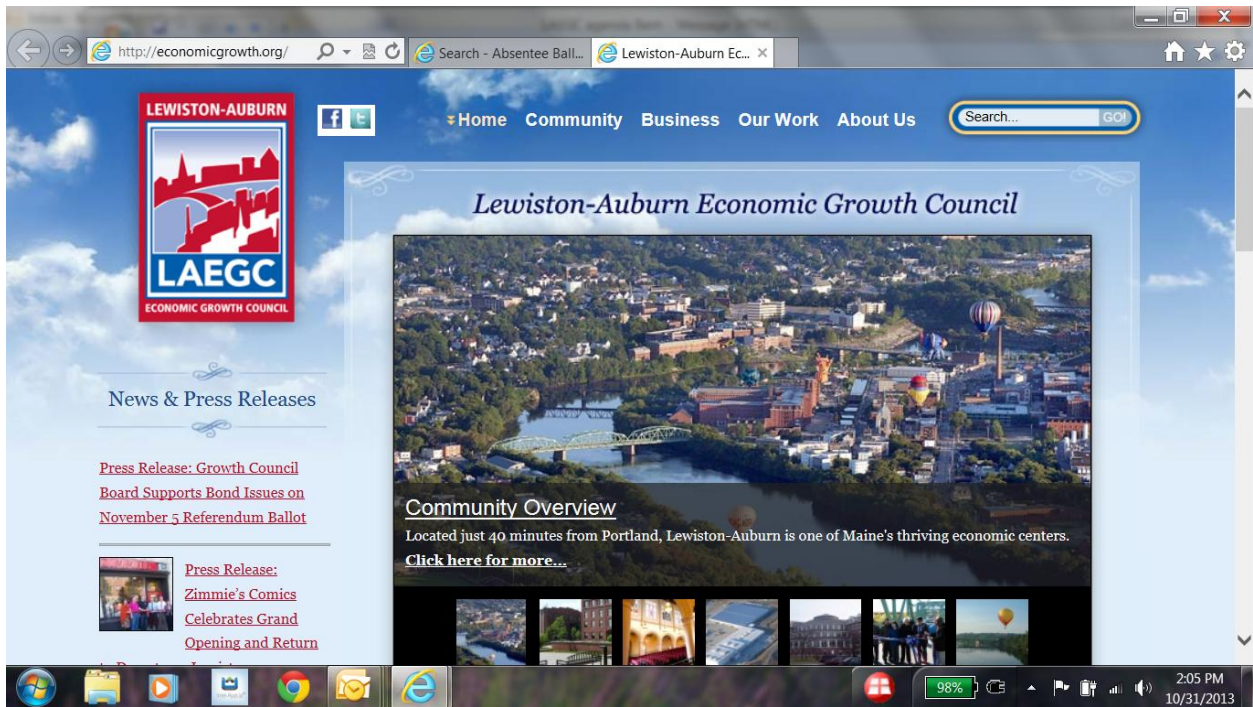
SOLI DG, INC.
By: 
Patrick R. Arnold, its President

EXHIBIT "A"









City Council Workshop Information Sheet

City of Auburn

Council workshop Date: November 4, 2013

Item B

Author: Leroy Walker

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

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

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

Subject: Repurposing Ingersoll Arena Discussion

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

I do not want to mothball the Ingersoll facility. The Council was told we'd have a plan and would celebrate all through the year. Nothing has happened.

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

Financial: none

Action Requested at this Meeting:

Discussion

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

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

This change impacts the Ingersoll operation and seems to feed the plan to mothball the facility.

Previous Meetings and History: None

Attachments: City Council Workshop Item Request Form- Leroy Walker
Memo- Ravi Sharma
DRAFT- Joint City Council Meeting Agenda, Lewiston City Hall, 12 Nov 13

*Agenda items are not limited to these categories.



City Council Workshop Agenda Item Request Form

City of Auburn

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

Policy:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City Council Workshop Agenda Item Request Form

City of Auburn

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

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

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

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

Short term and ongoing actions:

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

primary responsibility: Parks and Recreation Department

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

primary responsibility: Parks and Recreation Department

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

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

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

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

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

City Council
Workshop Agenda Item Request Form

City of Auburn

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

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

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

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

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

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

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

DO NOT WRITE BELOW THIS LINE

Date Received:

Received By:

(City Manager)

Date Received:

Received By:

(Mayor)

City Council
Workshop Agenda Item Request Form

City of Auburn

90 Day Date: _____

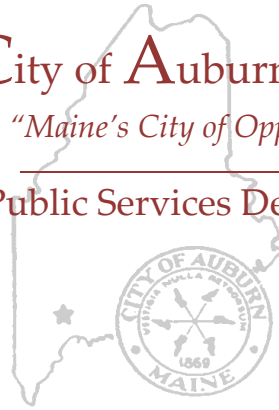
Staff Assigned: _____



City of Auburn, Maine

"Maine's City of Opportunity"

Public Services Department



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

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

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

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

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

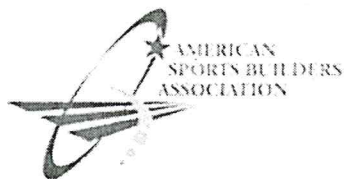
With Phase II recommendations in hand, Council will attain a solid insight of all factors considered in assessing the functionality of the facility and also be provided with suggestions for repurposing of Ingersoll that can be used as a guide to the policy making process. Depending upon recommendations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

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

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

Northeast Turf, Hue Inc.

1122 Broadway
South Portland, ME 04106
Tel: (207) 767-4522 Fax: (207) 767-4551



Date: December 10, 2012

Project: Ice Rink Conversion, Auburn, Maine

RE: Budgetary Price Proposal

=====

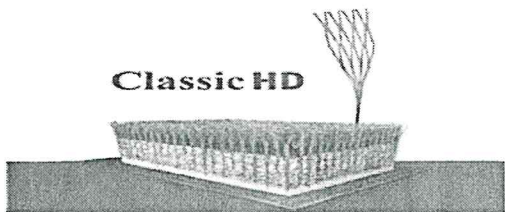
To: Ravi Sharma
Parks and Recreation Director
Phone: 207 333-6601
Email: rsharma@auburnmaine.gov
48 Pettingill Park Road
Auburn, Maine 04210

Scope of Work:

- ✓ Field Area: 205' x 85' (17,425 SF) - 25' x 25' Area **Adjusted Total:** 16,800 SF
- ✓ Supply and Install an "All Grass" X3/X7 Blade turf product
- ✓ Custom Computer Aided Design Drawings and Field Layout Recommendations
- ✓ Industry's Best and Most Experienced Professional Field Installers
- ✓ Maintenance and Service Training
- ✓ Letter and Custom Logo Pricing available upon request
- ✓ Provide 5 Year Maintenance Plan (\$25,000) Included in Budgetary Price

Total Budgetary Price: \$125,000

Classic HD



Classic HD is the newest slit-film fiber. It was carefully crafted to maximize durability and safety, as well as being aesthetically pleasing. It was designed using the PPG philosophy - Polymer, Process, and Geometry, to create the new improved fiber.

Please contact me at (207) 767-4522, ext. 104, should you have any questions concerning this budgetary proposal.

Sincerely,

Harlan L. Michaud
Regional Vice President

Northeast Turf Hue Inc., 1122 Broadway, South Portland, ME 04106
Tel: (207) 767-4522 Fax: (207) 767-4551



City Council Workshop Information Sheet

City of Auburn

Council Workshop Date: November 4, 2013

Item C

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: LATC Discussion

Information: The Mayor met with Phil Nadeau and one of their suggestions is to create a resolve to hire a consultant that would assist LATC to review operations, administration, oversight, maintenance, and routes to design a structure to operate the system.

Mr. Nadeau as Chair of the LATC has created a memo (see attached) which he supports redirecting a \$7,500 set aside for LATCs updated bus route study. This will assume that the LATC is not under any requirement to spend these funds within a certain amount of time for this purpose and there is no possibility of losing these funds in the event we do not complete the route study.

Mr. Nadeau will ask that the matter be placed on the November 14th LATC agenda and will ask for the committee to support the use of these funds (with the conditions referenced above) as part of the funding Mayor Labonte is assembling to study the feasibility of a new transit manager position.

It should be noted that the two last studies have produced significant ridership increase results. In the event that the City Councils pursue this transit position study, Mr. Nadeau will ask that new monies be set aside in our upcoming LATC FY15 budget to have the study done in the next federal fiscal year.

Financial: none

Action Requested at this Meeting: Discussion

Previous Meetings and History: None

Attachments:

- (1) Memo from Phil Nadeau
- (2) Draft Resolve- Joint City Council Meeting 12 Nov 13
- (3) Draft Agenda- Joint City Council Meeting 12 Nov 13

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



The Office of
Deputy City Administrator
Phil Nadeau
MEMORANDUM

TO: Clint Deschene, Auburn City Manager

FR: Phil Nadeau, Chair, LATC

CC:

RE: LATC Reserve Funding for Transit Manager Study

DT: 10.31.13

The purpose of this memo is to communicate my support to redirect the \$7,500 set aside for LATCs updated bus route study. This will assume that the LATC is not under any requirement to spend these funds within a certain amount of time for this purpose and there is no possibility of losing these funds in the event we do not complete the route study.

I will ask that the matter be placed on the November 14th LATC agenda and will ask for the committee to support the use of these funds (with the conditions referenced above) as part of the funding Mayor Labonte is assembling to study the feasibility of a new transit manager position.

It should be noted that the two last studies have produced significant ridership increase results. In the event that the City Councils pursue this transit position study, I will ask that new monies be set aside in our upcoming LATC FY15 budget to have the study done in the next federal fiscal year.

Cities of Lewiston and Auburn, Maine
Joint City Council Resolve
November 12, 2013

Resolve, To Authorize the Re-purposing of the Lewiston-Auburn Transit Committee (LATC) Capital Reserve Funding

Whereas, the LATC was established by the City Councils of Lewiston and Auburn on September 10, 1976; and

Whereas, the LATCs primary mission over the last 39 years has been to provide dependable, on-time fixed transit services to the residents of Lewiston and Auburn; and

Whereas, reductions in federal and state transit funding have required all Maine fixed transit services to purchase lower cost and quality transit busses which have resulted in ongoing repairs and downtime which have been compounded by difficulties associated with parts availability; and

Whereas, sixty percent of the LATC fleet is dependent on two Thomas/SLF busses that have recently been permanently removed from operations and four Blue Bird busses that continue to be plagued by ongoing mechanical problems and parts availability; and

Whereas, LATC will no longer be able to leverage a number of Western Maine Transportation Service (WMTS) owned busses that must be reassigned to contractual coverage for the Sunday River and Sugarloaf areas; and

Whereas, the combination of WMTS bus inventory reductions coupled with the questionable dependability of Blue Bird busses will require the LATC to look at a number of operational options to keep all seven bus routes fully covered which shall include, but will not be limited to short term bus leasing, used bus purchasing, existing bus rebuilds and mid-life overhauls;

Now, therefore, be it Resolved by the Joint City Councils of the Cities of Lewiston and Auburn that

in the face of an uncertain future regarding the prospects for new transit bus funding, the Lewiston-Auburn Transit Committee is authorized to immediately re-purpose existing and future capital reserve funding to pursue the most cost effective options to include, but not be limited to repairing, leasing, rebuilding, overhauling, and purchasing used or new busses that will help to reestablish levels of service dependability and quality that are desired by the residents and City Councils of Lewiston and Auburn.

DRAFT
LEWISTON-AUBURN JOINT CITY COUNCIL WORKSHOP
AGENDA
TUESDAY, November 12, 2013
6:00 PM

1. Review of Purchasing and Maintenance History – Operational Impacts

LATC is currently operating 8 routes and has had a fleet of 10 vehicles. Of these, 2 are SLF buses and 4 are Blue Bird buses. Based on the Halsey King Associates review of the fleet, the 2 SLF buses have been removed from service due to severe corrosion of the bus frames. MDOT has identified all SLF buses state wide for advance disposal because of this issue. This includes LATC's and 5 similar units in service in the Bangor area. (Note that advance disposal may require a partial reimbursement of federal funds initially used to purchase these units.) This has reduced the fleet to 8 buses and eliminated reserve units. LATC has also experienced severe problems in obtaining parts for the 4 Bluebird's resulting in lengthy downtimes. For example, one unit has been out of service since June waiting replacement fuel tank straps which we are now having custom made by the Maine Military Authority in Limestone. Given the removal of the SLFs from service and parts availability for the Blue Birds, LATC's route schedule has been maintained through using Mountain Explorer Buses made available by Western Maine. These buses will no longer be available since they will be returning to winter service in the Western Mountains. This will make it difficult to maintain the current route schedule and service. We would like to brief the Council's on this situation and outline potential impacts and alternatives of an inadequate bus supply to support the current system.

2. Review of Halsey King Associates Report

As a result of the concerns raised by Merwin Consulting and MDOT, the Lewiston Auburn Transit Committee and Western Maine Transportation agreed to share the cost of contracting with Halsey King Associates, a nationally recognized transit fleet maintenance consultant, to review Western Maine's maintenance operations and bus fleet. We would like to review that report with you.

3. Update on Status of Western Maine Transportation Improvement/Compliance Efforts

In June of this year, Merwin Vehicle Consulting reviewed vehicle maintenance policies, practices, and procedures used by Western Maine Transportation and identified a number of areas where improvements were required to ensure compliance with State and Federal regulations. We would like to review the status of Western Maine's improvement efforts with you. A status update is attached. (This will be provided close to the meeting date so it is current.)

4. Proposal to Re-Purpose Capital Reserve Funding

LATC is requesting approval from both councils to repurpose the reserve for replacement accounts established by both cities to allow for greater flexibility in addressing immediate fleet needs. These funds are currently dedicated to providing the local share for new bus purchases. Given that state and federal funds are not available for new buses and the likely inability of LATC to maintain its current routes and schedules with a smaller fleet that is significantly dependent upon Blue Birds, the request is to redirect these reserve funds to other

purposes including the potential purchase of used vehicles and possible mid-life overhauls of the Blue Birds to extend their useful life from 2018 to 2022 (at a local share of 20% of total cost). These funds may also be needed to reimburse a portion of the FTA funds used to purchase the SLF units.

Invitees to meeting: Sue Moreau, MDOT; Marsha Bennett, LATC; LATC Board Members; Sandy Buchanan, Western Maine Transportation.

DRAFT

DRAFT LATC BUS JOINT COUNCIL REPORT - 11.1.13

EXECUTIVE SUMMARY

The following report continues to be a working draft. The final report, with all available information, will be released for the November 12, 2013 joint council meeting on November 7, 2013

- 60% of LATCs inventory involve busses that have been identified either by MDOT (applicable to SLFs) or LATC (applicable to Blue Birds) as busses that are not built to standards that will allow them to achieve their FTA useful life of 12 years.
- LATC Blue Bird busses have had a history of poor construction, inferior mechanical parts and poor parts availability beginning with the April 2007 episode which saw all four busses placed out of service when defective bolt installations were discovered.
- LATC has a well-documented public history of its unhappiness with Blue Birds beginning with the "Big 5" press conference held in February 2009.
- Merwin's 6/18/13 report to MDOT highlighted safety violations associated with WMTS maintenance practices following complaints from drivers.
- Following Merwin's report, WMTS immediately works with MDOT and FTA to develop a plan to address findings in report.
- LATC is advised of Merwin report on 8/14/13 and immediately embarks on a process which results in the hiring of a noted national transit maintenance expert to conduct a week long review of WMTS procedures and LATC bus conditions---King is on site at WMTS on 9/23/13.
- LATC and WMTS support Merwin's findings on PM protocols, inspections and limited findings on actual mechanical/parts violations (WMTS submitted some clarifications to those findings) but disagrees with Merwin statements about PM and maintenance practices adding cost to system.
- LATC conducts its own cost analysis of BAT busses and LATC busses. Findings do not support Merwin's allegations regarding higher costs for LATC busses.
- Though King's report is not available for the draft to be reviewed by Auburn Council on 11/4/13, discussions with King reveal that more information about Blue Bird busses will support what LATC has been stating publicly about the bus construction quality, parts quality, and parts availability impacting not only costs but bus dependability.
- LATC submits a proposed, but not finalized, work outline to provide some possible scenarios as to how it would address its current bus fleet inventory challenges.

AGENDA ITEM 1. Review of Purchasing and Maintenance History & Operational Impacts

LATC Bus Replacement Schedule

Description	Year	Life	Replacement Date	Estimated Replacement Cost	Local Match Required
SLF	2002	12 yrs	2014	\$400,000	\$80,000
SLF	2002	12 yrs	2014	\$400,000	\$80,000
El Dorado	2008	7 yrs	2015	\$400,000	\$80,000
Blue Bird	2006	12 yrs	2018	\$400,000	\$80,000
Blue Bird	2006	12 yrs	2018	\$400,000	\$80,000
Blue Bird	2006	12 yrs	2018	\$400,000	\$80,000
Blue Bird	2006	12 yrs	2019	\$400,000	\$80,000
Gillig	2011	12 yrs	2023	\$500,000	\$100,000
Gillig	2011	12 yrs	2023	\$500,000	\$100,000
Gillig	2011	12 yrs	2023	\$500,000	\$100,000

Last year, the SLF buses were reported as model year 2003. MaineDOT is now classifying the SLF buses as 2002 models. This moves the replacement year to 2014.

Replacement buses are projected to be 12 year Gillig low floors. These will be similar to those purchased in 2011. The 2011 purchase price was \$371,400 per bus. It is projected that the cost in 2015 will be approximately \$400,000 per bus.

- Generally speaking, bus purchasing for all transit in Maine has been handled through MDOT per state statute. Developing bus specs has been a collaborative effort between the 5 fixed transit operations, but, ultimately, MDOT had final signoff and also is issued title to all busses up through 2012. We now have all titles with the exception of the SLFs which remain under MDOT control. There will be more changes once all fixed transit operators become direct recipients with the understanding that nothing will prohibit the “big 5” from continuing to develop specs and bids jointly with or without the MDOT (currently, Metro in Portland is an FTA direct recipient and capable of purchasing its own busses—they have participated in group purchasing with MDOT).
- According to FTA regulations, our maximum bus inventory capacity should be 10 busses. Given the poor quality of busses that this state has been forced to buy due to insufficient transit funding to meet statewide needs, we are now saddled with a large number of busses that have either required removal from the fleet (two Thomas/SLF busses) or have been historically undependable (Blue Birds). That means that 60% of LATCs will most likely not achieve their FTA mandated useful life.

- April 2007 – A loose bolt, which holds the suspension together, is discovered by WMTS maintenance on one of the Blue Bird units (the bolt was actually broken) which triggers the WMTS inspection of the other 3 Blue Birds. Loose bolts are discovered on all of them and WMTS states they believe that this problem originated at the time the busses were manufactured. All busses are removed from the road until the bolts can be replaced.
- July 2008 – All 4 Blue Birds were taken off the road after discovery of defective suspension springs. After a month or more with all 4 busses out of service and being advised that these busses (still under warranty) have no parts available to fix them, Nadeau contacted MDOT to pressure them to authorize the manufacture of the parts which is ultimately agreed to by MDOT. Busses are back on the road in September.
- Fall 2008 - After back-to-back years of Blue Bird episodes involving wholesale out-of-service actions associated with parts/manufacturing quality and parts availability, Nadeau approached all Maine fixed transit operators who assembled for the first time to discuss an effort to go public with concerns regarding fixed transit funding in Maine. LATC assumed role as lead agency in this effort.
- With the support of the LATC, Greater Portland Transit District Metro, Bangor Area Transportation Connector (BAT), and the South Portland Transportation and Waterfront Department/South Portland Bus Service (Biddeford/Saco "Shuttlebus" service elected not to participate), a joint letter was issued to our congressional delegation (1/30/09) which identified some of the concerns experienced by Maine's largest fixed-transit operators:
 - Lewiston-Auburn's system is dependent on transit busses from Sugarloaf and Sunday River in the warm months (no longer available as they are now being used) and a lease with a local charter bus company to provide the system with a back-up bus to support a fleet of busses that is aging and unreliable given its four Blue Bird busses that cannot be supported dependably by its vendor.
 - Portland METRO is operating ten 1990 busses with over 700,000 miles on the fleet and remains vigilant for FTA custodial transfers of used buses—if unsuccessful, METRO will procure used buses in the private sector during 2009 to meet existing service levels.
 - 43% of South Portland's fleet is over 12 years old. Due to the age and overall condition of their fleet, South Portland has already expended \$107,000 on maintenance – which is \$30,000 ABOVE the budgeted amount ...and they are only half way through the fiscal year.
 - Nearly half of BAT Community Connectors fleet has met the federal requirements for replacement and they are investing over \$100,000 in two buses that are in their 13th year of operation.
- The 2008 fixed transit operators meetings led not only to issuing the first ever congressional joint letter on fixed transit, it also set the platform for a 2/9/09 statewide news conference which was hosted by the "big 5". The event not only brought additional attention to our fleet challenges but also assisted in Maine securing ARRA funding for new Gillig busses (we received 3) which did not require any local match.
- The 2/9/09 press conference also provided the following info in a prepared handout (it should be noted that the combination of Blue Birds and SLFs represent 60% of our fleet):

"LATC's *citylink* service requires seven buses to operate its nine routes. Under Federal regulations LATC is allowed to carry three spare vehicles in its fleet. At this time, LATC has seven buses and no spares. In addition to operating with no spares, parts are difficult and timely to obtain for both the Thomas SLF's and the BlueBird

LF's. Manufacturing of the Thomas SLF ended shortly after delivery of LATC's buses and BlueBird has only manufactured a total of approximately 250 LF buses country wide.

Since the BlueBird's were put into service (August of 2006), there have been two occasions where all four buses have been taken off the road at the same time to address mechanical issues. In both instances the problem was an easy repair; however, the time required to secure the parts impacted operations. In 2008, WMTS ran an average of three SugarLoaf Explorer buses an average of three buses per day for a 135 day period. This equals approximately 4,400 hours of service or one-quarter of *citylink's* annual hours of operations. If WMTS did not have the use of these vehicles, *citylink* service would have been significantly reduced or shut down due to the lack of spare buses in LATC's fleet."

In the press kit, BAT also offered the following about their Thomas/SLF fleet (we believe that all SLF's purchased in the state are now off the road with the possible exception of one which may only be used as a spare bus):

"Two buses have exceeded their useful life and six more have exceeded the Federal guidelines for replacement due to age, mileage, or both. Another seven (SLFs), although not yet eligible for replacement, have the highest per mile maintenance cost in the fleet. The remaining three are more recent acquisitions."

- LATC efforts to address fleet issues did not end with the press conference. On 9/27/11, Marsha Bennett, Greg Whitney and Nadeau met with Sue Moreau and Mike Merwin to discuss ongoing LATC concerns regarding Blue Bird mechanical problems and parts availability. Merwin's position was that the bus we received was manufactured according to our specifications and, if we were experiencing problems, we should hold ourselves accountable for the problems—he also implied that we simply were not doing enough to address the part issues. We disagree with the assessment as the RFP was jointly reviewed by all fixed transit operators participating in the bid, an RFP where MDOT had final approval authority as they possessed title to all the vehicles.
- The 9/27/11 meeting followed MDOT's announcement during the summer that efforts were underway by MDOT to remove all SLFs from the road and to find a way around the FTA "useful life" reimbursement issue.
- After repeatedly sharing concerns regarding the Blue Birds with MDOT, nothing has changed regarding parts availability and we continue to experience parts failures that have no relationship to "PM" (preventive maintenance). We anticipate that the Halsey report will clearly demonstrate that the significant majority of Blue Bird downtime is directly related to a bus which had limited production (only 250 built); was poorly engineered; and had tested poorly in the Altoona report when the MDOT took possession of the busses in 2006.
- In the interim, MDOT continues to work with all transit operators to remove the SLFs from our inventories (LATC has two SLFs which were removed from service in September 2013) and is working with FTA to change what was classified as a twelve

year bus to a ten year bus which will significantly reduce financial exposures for operators who otherwise would need to reimburse FTA for the remaining useful life of the busses.

- Following the notice we were given in mid-August 2013 about the results of the June 2013 Merwin report, LATC took immediate action to meet with WMTS to assess what actions had been taken by them to address the report. The following is a summary of the chronology of those actions:

1. July 2013 – MDOT reviews Merwin's June 2013 report with WMTS. FTA has been advised of Merwin's report on 6.26.13 and approves the action plan.
2. 8/14/13 – First notice by Sue Moreau advising Marsha Bennett of driver complaint regarding one of LATC's busses and discusses Merwin's report. Bennett emails me to advise Nadeau of situation. Nadeau forwards Bennett 8/14/13 email (to Nadeau) to the Lewiston Council and Clint Deschene to advise them of situation.
3. 8/15/13 – Moreau emails Bennett with Merwin report and the July 2013 action plan agreed to by MDOT/WMTS in response to Merwin report. Email has FTA letter that concurs with MDOT/WMTS action plan.
4. 8/15/13 – Nadeau and Bennett meet with WMTS to discuss driver complaint and Merwin report. Nadeau asks for all information regarding situation to get a full understanding of all that is involved both with the Merwin report and the driver complaints
5. 8/16/13 – LATC committee is given notice of WMTS issue in posted agenda. Staff continues to collect information to be provided to LATC committee at meeting.
6. 8/22/13 – All known information about Merwin report and updates on fleet condition relative to the MDOT/WMTS maintenance action plan are shared with committee. Committee authorizes Nadeau to negotiate a contract with WMTS for a third party review of the bus fleet and maintenance practices with a cap of \$5,000 and to authorize the expenditure from local funds only so that we are not limited by federal bidding requirements which are required if federal funds are used.
7. 8/27/13 – Nadeau emails LATC committee, Lewiston City Council and Clint Deschene with new information about Merwin's discovery of sealed windows and LATC's vote to hire independent expert to conduct a "top down review" of WMTS maintenance operations and our busses.
8. 8/30/13 – WGME does a piece on the LATC bus situation.
9. 9/10/13 – Nadeau emails LATC committee, Lewiston City Council and Clint Deschene with update on progress of WMTS action plan and that LATC/WMTS are close to settling on agreement to hire Halsey King.
10. 9/19/13 – Nadeau issues a press release announcing the LATC/WMTS contract for Halsey King's services.
11. 9/23/13 – Halsey King arrives at WMTS. He departs on 9/27/13
12. 9/27/13 – During an inspection by Halsey King, detection of advanced corrosion on both Thomas/SLF busses results in both busses being taken out of service indefinitely. Loss of SLFs will impact our ability to cover routes. Decision is made to present route contingency plan at Oct 10th LATC meeting.

13. 9/30/13 – Tim McCabe from Maine Military Authority contacts Bennett to ask if we would like to have him come to WMTS to see what they might be able to do for LATC busses—specifically the Blue Birds and the SLFs.
14. 10/1/13 – Tim McCabe arrives at WMTS to evaluate busses for possible rehab work. Advises us that they are currently rehabbing a Blue Bird in Limestone.
15. 10/10/13 – LATC meeting – 95% of agenda is dedicated to updating committee on WMTS maintenance action plan; possible actions to replace SLF busses; discussion on buying used busses; and impacts on capital planning. LATC approves action to request approval from both councils to repurpose the reserve-for-replacement account to authorize expenditures for possible leasing, used bus purchasing, rehabbing of existing busses, and any manufacturer recommended mid-life rebuilds (as recommended by Gillig). Clint Deschene, in attendance at the meeting, is advised of Nadeau's request to have both he and Ed Barrett approach their mayors and councils to schedule a joint council meeting in early to mid-November so that the details of the Halsey report (due in late October) can be shared and so that Nadeau can share and discuss information to support the LATC's request to have both councils approve the repurposing of its reserve-for-replacement account.

- LATC Purchase Breakdown for SLF and Blue Bird busses:

Bus Model	Year	Vehicle Life	Funding Source
Thomas SLF	2003	12-year	\$239,356 Federal Earmark - \$176,501 State Bond - \$31,427 Local (CDBG) - \$31,428
Thomas SLF	2003	12-year	\$239,356 Federal Earmark - \$176,501 State Bond - \$31,499 Local (CDBG) - \$31,356
BlueBird LF	2006	12-year	\$233,726 Federal Earmark - \$186,980 State Bond -\$ 23,373 Local (CDBG) - \$23,373
BlueBird LF	2006	12-year	\$233,726 Federal Earmark - \$186,980 State Bond -\$ 23,373 Local (CDBG) - \$23,373
BlueBird LF	2006	12-year	\$233,726 Federal Earmark - \$186,980 State Bond -\$ 23,373 Local (CDBG) - \$23,373
BlueBird LF	2006	12-year	\$213,206 FTA 5307 - \$170,565 State Bond - \$21,320 Local (CDBG) - \$21,321
Goshen C5500	2008	7-year	FTA 5307 - \$85,060 State Bond - \$10,633 Local (CDBG) - \$10,633
Unmet Need			
Unmet Need			
Unmet Need			

- It should be noted that our fleet of 10 busses is now down to 8 with the SLFs now parked indefinitely. Our system is now even more vulnerable (compared to our LATC press material in 2009) given the condition of the Blue Birds and the planned departure of the WMTS "mountain" busses in mid-November.

NOTE: should read "El Dorado"-state bonding was \$21,266. Purchase utilized WMTS capital grant funding and local share was provided by the state.

AGENDA ITEM 2. Review of Halsey King Associates Report

As of 10/31/13, no draft report has been received though Mr. King advised Nadeau yesterday that a draft should be in hand on by the end of business on 10/31/13. King also advised Nadeau that the report will provide information which may serve as possible grounds to pursue litigation involving one of the LATC bus manufacturers. Given the possibility for litigation, the draft and final reports will be reviewed by LATC attorney Kelly Matzen before either the draft or final document is publicly released. It is possible that WMTS may also choose to have the report reviewed by their attorney as well. If possible, certain key excerpts from the report may be issued in advance of the full reports release. King has advised that given the volume of issues he has uncovered about one particular bus manufacturer in the course of his investigation, the final report may not be released until late November.

AGENDA ITEM 3. Update on Status of Western Maine Transportation Improvement/Compliance Efforts

On June 18, 2013, Mike Merwin of Merwin Consulting Inc. (contracted to perform a variety of transit related services for his former employer, the Maine Dept. of Transportation) submitted a letter to Susan Moreau, Multi-Modal Planning & Operations Unit Manager outlining what he found during a number of inspections which appear to have taken place between April 3, 2013 and May 29, 2013. The initial inspection was triggered by WMTS driver complaints about possible safety violations on three busses owned by LATC (this report will not address any of the comments/findings attributed to other busses owned and operated by WMTS). The busses in question were bus #0202 (Thomas/SLF); bus 0802 (El Dorado); and bus #0603 (Blue Bird).

At the outset, it is important to note that not only have LATC and WMTS addressed the Merwin report by taking immediate action to not only respond to Merwin's list of ten recommended action steps to be taken by WMTS (see latest update responses in this section from MDOT below dated 10/28/13), but WMTS has also implemented some of the recommendations provided by Halsey King during his September 2013 review of the WMTS facility (e.g., the reconfiguration of one bus bay which is now a dedicated area for bus inspection and the purchase of a "brakeometer" to provide more timely and quicker brake testing results).

Merwin's 6/18/13 comments regarding the three LATC busses are noteworthy of further discussion in this section. Merwin stated: "LATC bus 0603 had no non-compliant issues. This vehicle had been recently repaired and received a current Maine Commercial Vehicle Inspection sticker on April 1, 2013 at Greeley's Garage in Auburn, Maine. The complaint by the LATC operator associated with LATC buses 0802 and 0202 were determined to be valid and indicated the reported safety issues did exist."

What was not stated in the report was the following: In addition to there being no reportable safety concerns on Blue Bird #0603, WMTS responded as follows to those reportable conditions regarding the other two busses:

(Email from M. Bennett to P. Nadeau on 10/29/13) "I spoke to Harold about these three buses that were inspected as part of M. Merwin's report.

0802 – The bus was on the road in-service with an expired inspection sticker. The driver did the required pre-trip and took the bus anyway. It didn't have a sticker because the ABS light was on (WMTS maintenance was aware of the ABS and was working on it). WMTS has since placed a greater emphasis on driver protocol, and has increased protocol between drivers and maintenance.

0202 – The noted air leak was found when MaineDOT put the bus up to do the inspection. The air leak had not been reported by the driver at any time. Harold said there was no way of knowing that there was an issue. Parts were ordered for the damaged passenger door. The door was fully functioning but was damaged. The damaged door did not create any issues with passengers

0603 – no issues. Harold thinks that the speedometer/odometer issue stated actually refers to 0604."

The WMTS response demonstrates three things very clearly. Driver comments about bus #0603 were not supported by the inspection. Bus #0802 demonstrated that the bus drivers themselves were either not sufficiently aware or were intentionally disregarding safety protocols meant to protect their safety.

WMTS is now working to ensure that new procedures prevent this kind of safety violation from happening again.

Bus #0202 (Thomas/SLF is now permanently out-of-service) had an air leak that was virtually impossible to detect unless you were literally under the bus which explains why no one, including the bus drivers, knew the airline was malfunctioning (believed to be associated with the ABS system concerns in the letter).

Though Merwin fails to mention Blue Bird bus #0604, Harold Allen (WMTS Transportation Supervisor) believes that the malfunctioning speedometer/odometer issues mentioned were associated with this bus and will be addressed by WMTS as part of the ongoing repair process (it has not returned to the road as there are a number of repairs that cannot be done due to parts availability). Additionally, Allen clarifies in the Bennett email that the bus door was damaged but was fully functional---not expressed anywhere in the Merwin report.

The combination of the very detailed steps to address safety, state inspections and “On-Time PM Reviews” (scheduled manufacturer warranty work and any work specified in federal/state regulations), which both the LATC and WMTS agree must be compliant so that they meet all of the conditions expressed by Merwin, have either been addressed or are in the process of having administrative and software systems in place to be fully compliant. Additionally, outside of clarifying some of what was articulated in Merwin’s 6/18/13 report, neither WMTS nor LATC have ever publicly disputed the findings as they applied to reporting, required PM oversights and some bus operations that involved LATC busses on the road with reportable safety issues such as the ABS light (which has been a problematic part on the El Dorado).

Neither WMTS nor LATC have ever minimized the matter of bus safety either for its passengers or its drivers. This was immediately evident in the rather unprecedented decision to hire the noted national bus fleet maintenance expert Halsey King to provide LATC and WMTS a 3rd party, unbiased opinion of WMTS maintenance operations and the condition of LATC’s fleet with a focus on the Blue Birds and the SLFs’.

This commitment to hire King has not been recognized by Merwin in any of his reports. Beyond Merwin’s noticeable lack of recognition of this very important decision to hire King, most concerning to both WMTS and LATC was Merwin’s following closing statement in the report which stated that “...(t)hese non-compliant and unsafe WMTS Operation and Maintenance practices and policies have potentially jeopardized the WMTS and LATC, Federal and State of Maine funding status.... (and) has increased the Agencies cost associated with scheduled and unscheduled repairs, created unnecessary vehicle downtime, increased operating costs and greatly decrease(d) the intended life cycle of the vehicles. “

Not only does the LATC and WMTS find Merwin’s statements needlessly inflammatory, there is very strong evidence to demonstrate that Merwin’s allegations (he offers no evidence to support the statement) of “...increased operating costs and greatly decreased... intended life cycle of the vehicles” are conjecture given the complete absence of any evidence to support that opinion.

In preparing a response to these assertions from Merwin, LATC requested that the Bangor Area Community Connector (Formerly Bangor Area Transportaiton (BAT) Connector---will be herein referred to as “BAT” for brevity) provide us with documents showing the full life cycle costs of a number of busses in their inventory. We elected to approach BAT given that Merwin has never publicly reported any concerns regarding BAT maintenance operations (based on our experience and an internet search of

for public criticism from Merwin or MDOT about BATs maintenance practices). Additionally, given BAT's large inventory of SLF's, and it would be assumed, his support of BATs fleet maintenance practices with six SLFs (all out of service), one Blue Bird, and five Gilligs, we wanted to analyze their full life maintenance costs and compare them to same model WMTS maintained LATC busses. The following was extracted from documents submitted to LATC by WMTS and BAT:

LATC/WMTS BUSES AS OF 10/28/13												
VEHICLE	(PURCH YR)	UNITS(MILES)	MISC	OUTSIDE	TIRES	LABOR	PARTS	ADJ TOT COST	CPM			Ave
201	SLF (OOS)	157463	\$ 1,254	\$ 31,752	\$ 4,937	\$ 18,065	\$ 63,910	\$ 119,918	0.76	SLF		
202	SLF (OOS)	194722	\$ 4,779	\$ 20,946	\$ 7,462	\$ 26,165	\$ 47,135	\$ 106,487	0.55	SLF		0.65
601	Blue Bird	192020	\$ 5,212	\$ 15,545	\$ 13,358	\$ 26,880	\$ 89,983	\$ 150,978	0.79	Blue Bird		
602	Blue Bird	175629	\$ 5,927	\$ 51,863	\$ 9,388	\$ 27,772	\$ 80,268	\$ 175,218	1.00	Blue Bird		
603	Blue Bird	238838	\$ 8,835	\$ 103,609	\$ 17,277	\$ 26,430	\$ 73,449	\$ 229,601	0.96	Blue Bird		
604	Blue Bird	164438	\$ 5,021	\$ 25,947	\$ 9,507	\$ 26,096	\$ 72,658	\$ 139,229	0.86	Blue Bird		0.90
802	El Dorado	82120	\$ 1,800	\$ 11,664	\$ 3,707	\$ 9,916	\$ 26,745	\$ 53,833	0.66	El Dorado		0.66
1101	Gillig	86724	\$ 2,085	\$ 10,481	\$ 2,856	\$ 3,700	\$ 3,657	\$ 22,780	0.26	Gillig		
1102	Gillig	76703	\$ 1,622	\$ 8,994	\$ 4,557	\$ 3,806	\$ 3,136	\$ 22,116	0.29	Gillig		
1103	Gillig	83238	\$ 1,633	\$ 6,501	\$ 2,413	\$ 4,567	\$ 16,078	\$ 31,192	0.37	Gillig		0.31
BAT BUSES AS OF 10/25/13												
0314	SLF (OOS)	285593						\$ 257,988.00	0.90	SLF		
0315	SLF (OOS)	328469						\$ 213,286.00	0.65	SLF		
0316	SLF (OOS)	255312						\$ 155,368.00	0.61	SLF		
0317	SLF (OOS)	262909						\$ 181,326.00	0.69	SLF		
0318	SLF (OOS)	277192						\$ 164,936.00	0.60	SLF		
0319	SLF (OOS)	288292						\$ 226,743.00	0.79	SLF		0.71
0621	Blue Bird	210257						\$ 240,799.00	1.15	Blue Bird		1.15
1046	Gillig	149510						\$ 34,654.00	0.23	Gillig		
1047	Gillig	134587						\$ 36,444.00	0.27	Gillig		
1048	Gillig	91939						\$ 29,148.00	0.32	Gillig		
1049	Gillig	98696						\$ 37,455.00	0.38	Gillig		
1050	Gillig	77970						\$ 20,854.00	0.27	Gillig		0.29

A few caveats in advance of this report's findings. We have done our best to ensure that the analysis of costs closely approximates an "apples to apples" comparison. Both sets of data exclude fuel and fluids used for PM. It is likely that labor costs may not be identical and that there was some variation in the cost of certain parts. In the end, however, Merwin's allegations about cost are rooted in what LATC/WMTS and BAT has spent to maintain the busses so we have a high degree of confidence that the data supports the findings below.

It should also be noted that LATC believes that BAT is one of the top performing fixed transit operations in this state and it is assumed that Merwin believes this as well. LATC/WMTS assumes that BAT can be considered somewhat of the "gold standard" to compare itself against. With that said the following summary provides cost-per-mile comparisons that speak for themselves:

1. Ave. CPM (cost per mile) of LATC SLFs: \$0.65; ave. CPM for BAT SLFs: \$0.71
2. Ave. CPM of LATC Blue Birds: \$0.90; ave. CPM for BAT Blue Bird: \$1.15
3. Ave. CPM of LATC Gilligs: \$0.31; ave. CPM for BAT Gilligs: \$0.29

The data appears to support rather strongly that Merwin's allegations regarding WMTS "increased operating costs" and "greatly decreased...life cycles" impacts on the LATC busses are in direct conflict with the actual data.

The data clearly demonstrates that WMTS has met and in some cases exceeded its ability to maintain LATC busses at costs that are in line with the BAT gold standard. More notably, initial conversations with Halsey King have revealed that there will be more information made available in his report that will only reinforce what LATC has been sharing with Merwin and the MDOT since the July 2008 episode grounding all four Blue Bird busses for a month---that WMTS has worked hard to maintain busses that are highly problematic; that LATCs four (of the paltry number of 250 or so Blue Bird models) busses were poorly built; that these busses are not likely to last for the 12-year period that the FTA believes they should last (a case that Merwin has already made for the SLFs but other alternatives are now being considered); that they are not supported by the Blue Bird company in the same manner that other bus companies (like Gillig) support their busses; and that parts availability have and will continue to hamper WMTS' ability to get these busses back on the road in a timely manner.

The data clearly demonstrates that LATC and WMTS have always committed themselves to doing all that is possible to control costs, both on the maintenance side and the operating and administrative side of the ledger. Merwin's specific task was to do the inspections and to report out the documented findings of the inspection, not to provide editorial comments that are inflammatory, unsubstantiated and undocumented. Both LATC and WMTS agreed with Merwin that procedural inspection/PM changes (combined with some of the recommendations offered by King) will only benefit LATC and WMTS in the future and possibly establish WMTS as one of the premier fixed maintenance facilities in and out of Maine.

Finally, both the WMTS and the LATC remain committed to work with the MDOT and the FTA to establish our entire fixed transit operation as one of the best in the state. We believe that the steps listed below and the results of the upcoming Halsey report will become invaluable tools as the LATC, WMTS and MDOT move forward to address some of the short term bus dependability issues that we must confront immediately. It goes without question that the steps we take as a transit operation over the next 30 to 60 days will determine whether we remain a viable and dependable transit system for years to come.

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(WMTS REPORT ISSUED TO FTA AND MDOT)

Federal Administration/Maine Department of Transportation Compliance Request

Status Report Date: October 9, 2013 for period covering August 1 – September 30, 2013

For: Western Maine Transportation Services, Inc.

Provided By: Mark Laskey, Maintenance Supervisor
Harold Allen, Transportation Supervisor
Alan Burnell, Sugarloaf Explorer Supervisor
Sandra Buchanan, General Manager

(HIGHLIGHTED AREAS REFLECT ORIGINAL ACTION PLAN)

**APPROVED BY MDOT AND FTA IN JULY 2013 – AREAS NOT HIGHLIGHTED
REFLECT WMTS ACTION STATUS TO EACH ITEM AS OF 09/30/13)**

1. All Maine State Inspections associated with vehicles under Western Maine Transportation Services (WMTS) control will be performed at a facility other than WMTS. This policy has been in effect since December 2012 and should remain in effect indefinitely.

Resolution: All vehicles requiring Maine Vehicle Safety Inspections at this time will be removed from service by July 31, 2013 and remain out of service until compliance with Maine Motor Vehicle Statute, Title 29-A and FMCSA Regulations are met.

MaineDOT Oversight: WMTS will send a list of vehicles with inspection sticker expirations to Kelly Arata.

WMTS Status Report (10.09.13): Western Maine Transportation Services (WMTS) had had all Maine State Safety Inspections completed by outside facilities since January 2012. As of July 2013, vehicles are not used in service if there is an expired Maine State Safety Inspection and the only time a vehicle with an expired Maine State Safety Inspection is on the road is if it is being driven to an outside vendor for the purpose of an undergoing a Maine State Safety Inspection. Please refer to attachment #1 for the list of current Maine State Safety Inspections.

MaineDOT Response to Status Report (10.28.13): WMTS is in compliance and is following the MaineDOT required guidelines. (See attachment 1 to WMTS's status report).

2. FMCSA Part 396 and sub-part Seminars will be conducted for WMTS fleet operator/drivers and maintenance personal for two (2) years. These seminars will be conducted monthly at the WMTS Auburn, Maine facility. WMTS Operation and Maintenance Supervisor attendance and participation will be mandatory. Maine Department of Transportation/Bureau of Planning/Outreach Division (MaineDOT/BPOD) or their designated representatives will perform periodic oversight of FMCSR Part 396.

Resolution: The first seminar will be scheduled in August 2013.

MaineDOT Oversight: MaineDOT/Merwin Vehicle Consulting will attend the first Driver's meeting in August 2013 and then on a random basis.

WMTS Status Report (10.09.13): WMTS Transportation Supervisor, Harold Allen and Maintenance Supervisor, Mark Laskey provided two sessions of FMCSA Part 396 seminars on Wednesday, August 21, 2013 and another two sessions on Wednesday, September 18, 2013. The next two sessions are scheduled for Wednesday, October 16,

2013. Please refer to attachment #2 for lists of attendees at the August and September seminars.

MaineDOT Response to Status Report (10.28.13): WMTS is in compliance and is following MaineDOT's required guidelines. (See Attachment 2 to WMTS Status Report).

3. Starting with the 2013-2014 Season, Mt. Explorer fleet vehicles will require an On-Site Operations Supervisor to review FMCSR, Part 396.11 documentation daily for compliance. All required scheduled PMs and unscheduled repairs will be performed in the Bethel, Maine area at a Maintenance Facility chosen by WMTS and approved by MaineDOT/BPOD or their designated representative. The chosen facility will perform maintenance following MaineDOT/BPOD, FMCSR, Manufacturer's and WMTS requirements outlined in an agreement or contract issued by WMTS for a one (1) year period, renewable each consecutive year for a period of three (3) years. WMTS will submit to MaineDOT/BPOD a mid and end of Season Vehicle Condition Report.

Resolution: Repair and Maintenance compliance to be completed prior to the start of the 2013-2014 seasons. Report dates will be designated as determined by the season start date.

MaineDOT Oversight: MaineDOT/Merwin Vehicle Consulting will approve the maintenance facility.

WMTS Response (09.10.13): Harold Allen, Transportation Supervisor and Mark Laskey, Maintenance Supervisor checked out three different facilities in Bethel, Maine for maintenance of the Mt. Explorer buses. (They had called two other vendors that were not interested in this work) Of the three, only one had the capability to do the maintenance. They provided the vendor with the questionnaire provided by Mike Merwin and the vendor was asked to complete the form and return it to WMTS by fax by the beginning of September. Harold has tried to follow up with this vendor but has not had any luck making contact.

WMTS Status Report (10.09.13): WMTS Transportation Supervisor, Harold Allen and Maintenance Supervisor, Mark Laskey contacted and/or visited potential maintenance facilities in the Bethel, Newry, Woodstock area and as of September 30, 2013 have not located a facility that is willing to provide this maintenance. WMTS is asking MDOT for guidance on next steps as to locating a maintenance facility to perform maintenance of the Mountain Explorer vehicles. WMTS Transportation Supervisor, Harold Allen has interviewed and offered a position to a person to act as an On-Site Supervisor for the Mountain Explorer. This person is not on board with WMTS yet as the Mountain Explorer program does not begin until mid-December.

Please refer to attachment #3 for list of maintenance facilities considered to perform maintenance on the Mountain Explorer buses. NOTE: WMTS is requesting guidance from MDOT to complete this task.

MaineDOT Response to Status Report (10.28.13): WMTS has not yet complied with the requirement to schedule work in the Bethel area. In response to WMTS's request for assistance, MaineDOT is coordinating with WMTS on finding vendors within a reasonable distance. There is no interest in the Bethel or South Paris area so there may be options in the Rumford and Mexico area. In addition, MaineDOT is requesting that WMTS inform us when the On-Site Operations Supervisor for Mountain Explorer has started work and will provide contact information.

4. The WMTS/Sugarloaf Fleet Operations Manager will provide the Sugarloaf Maintenance

Department with all required FMCSA documentation related to safe operations of the buses daily.

Resolution: This requirement to be completed prior to the start of the 2013-2014 season.

MaineDOT Oversight: MaineDOT/Merwin Vehicle Consulting will conduct random checks of applicable records.

WMTS Status Report (10.09.13): The Sugarloaf Explorer Supervisor, Alan Burnell, has just returned to duty as of Tuesday, October 1, 2013. At present, the plan is to take all pre/post trip inspection forms to the Sugarloaf Maintenance facility each day. Any vehicle on which there is a safety issue indicated on the pre/post trip inspection form will be marked out of service until a person from the maintenance facility has had a chance to evaluate the vehicle. Please note: This plan will be expanded and formalized as needed when all Sugarloaf Explorer and Sugarloaf Maintenance personnel return to full duty.

MaineDOT Response to Status Report (10.28.13): MaineDOT needs clarification in regards to WMTS's response relating to daily trip to Sugarloaf Maintenance Facility. Our response is therefore incomplete. MaineDOT notes that WMTS has oversight authority over the Sugarloaf Explorer program. Pre- and Post Trip Inspection Reports need to be delivered to the Sugarloaf Maintenance facility each day so that any maintenance and safety issues can be completed before the bus goes back into service. WMTS and Sugarloaf Explorer should coordinate delivery of these pre- and post- trip inspection reports in the most efficient manner. MaineDOT encourages WMTS to complete random audits.

5. A total of thirty three percent (33%) of all vehicles receiving maintenance performed by WMTS on vehicles under their control will be reviewed randomly Bi-monthly for compliance to MaineDOT/BPOD Transit Vehicle Inspections and FMCSR compliance for a period of one (1) year by MDOT/BPOD or their designated representatives.

Resolution: This will commence in October 2013.

MaineDOT Oversight: MaineDOT/Merwin Vehicle Consulting will conduct bi-monthly inspections.

WMTS Status Report (10.09.13): Bi-monthly inspections are to begin in October 2013.

MaineDOT Response to Status Report (10.28.13): MaineDOT will coordinate with WMTS on this issue prior to the end of October

6. On-Time Preventive Maintenance Reviews will be conducted every three (3) months by MaineDOT/BPOD or their designated representatives for compliance to FTA 80% On- Time requirements. This will include all fleets under WMTS control for a period of one (1) year.

Resolution: This will commence in November 2013.

MaineDOT Oversight: MaineDOT/Merwin Vehicle Consulting will conduct on-time PMs every three months.

WMTS Status Report (10.09.13): On-time review is to begin in November 2013.

MaineDOT Response to Status Report (10.28.13): MaineDOT will coordinate with WMTS on this issue prior to the end of October.

7. WMTS Maintenance Facility will perform only Preventive Maintenance procedures. These procedures will only be performed by authorized WMTS Maintenance facility employees. Any major repair related to Public Transportation vehicles under WMTS control will be performed by a facility other than WMTS. Major repairs will be considered engines, transmission, brakes, suspension, steering and any safety sensitive repairs. This procedure will remain in effect until WMTS maintenance employees are certified in all aspect of repair. This will not include Maine Commercial Vehicle Safety Inspections addressed above.

Resolution: This will commence on August 1, 2013. Employee certifications will be verified, documented and on file prior to work being performed at the WMTS maintenance facility by Agency employees.

MaineDOT Oversight: MaineDOT/Merwin Vehicle Consulting will review applicable documentation.

WMTS Status Report (10.09.13): MDOT's Maintenance Consultant, Mike Merwin, to perform maintenance and inspection of public transportation vehicles, has verbally approved the following members of the WMTS Maintenance staff: Mark Laskey, Maintenance Supervisor, Paul Springer, Master Technician, Gregory Gallant, Technician, Shawn Doyle, Mechanic Helper. WMTS retains all training and certification records for all employees and provided MDOT with copies of all certifications on July 30, 2013.

MaineDOT Response to Status Report (10.28.13): WMTS is in compliance with certification of its mechanics to perform the major repairs cited above. MaineDOT has submitted information in regards to courses for their mechanics at Central Maine Community College.

8. WMTS will immediately comply with all FTA, MaineDOT/BPOD and FMCSR, Record Retention requirements. These will include all Vehicle Operation & Maintenance files, forms and documentation. MaineDOT/BPOD or their designated representative will review these records for compliance. All records will be randomly reviewed for compliance for a period of two (2) years by MAINEDOT/BPOD or their designated representatives.

Resolution: Compliance will commence on July 31, 2013. Compliance requirement updates will be reviewed prior to August 6, 2013. Random compliance reviews will be performed for a period of two (2) years.

MaineDOT Oversight: MaineDOT/Merwin Vehicle Consulting will review certifications.

WMTS Status Report (10.09.13): WMTS is working on updating all PM schedules for all vehicles, have implemented more strict record retention criteria and has taken advantage of the services of Halsey King, an independent vehicle maintenance consultant to assist the WMTS maintenance staff with compliance. WMTS has created separate folders within the vehicle files for emergency exit and lift/ramp inspections and PM's.

NOTE: WMTS would appreciate a list of the criteria that was determined to be deficient so that we can be sure not to overlook any areas.

MaineDOT Response to Status Report (10.28.13): MaineDOT will review the requirements with WMTS before the end of October 2013 and our response is therefore inconclusive. In response to WMTS's request for criteria, MaineDOT cites Merwin Vehicle Consulting's report dated June 18, 2013 that WMTS is required to respond to the status in subsequent status reports, as follows:

Below are the Federal, State of Maine and Agency Regulations, Requirements, Policies and Procedures found non-compliant associated with LATC, WMTS, and Mt. Explorer fleets during this review.

Federal Motor Carrier Safety Regulations, Part 396:

- Part 396 Inspection, Repair, Maintenance and Record retention
- Part 396.1 Scope
- 396.3 General, Required records and Record Retention
- 396.7 Unsafe operations forbidden. General
- 396.11 Driver vehicle inspection report (s) (2) Report content, (3) Corrective action
- 396.13 Driver inspection a, b, and c (DOT Interpretations -396.13, Question1: Guidance:)
- 396.17 Periodic inspection (g) (h) (Maine Commercial Vehicle Safety Inspection)
- 396.19 Inspector qualifications (DOT Interpretations -396.19, Question1: Guidance :)
- 396.25 Qualifications of brake inspectors,(a) (b) (c)

Federal Motor Carrier Safety Regulations, Part 393:

- 393.55 Antilock brake systems (d)
- 393.82 Speedometer (DOT Interpretations -393.82, Question1: Guidance :)

Maine Motor Vehicle Statues, Title 29-A

- 1751. Subchapter1, Inspection, 4. Implementation, B
- 1768. Unlawful acts, 5. Operation of a defective vehicle
- 1770. Penalties

Federal Transit Administration Grant Management Guidelines

Maine Department of Transportation/Bureau of Transportation Systems Planning,

- Cost Sharing Agreement associated with WMTS, LATC Fleets
- **Western Maine Transportation Service**, Comprehensive Asset Management Plan, Agency Operation and Maintenance Policies and Procedure

9. WMTS will redesign and update the current Agency, Comprehensive Asset Management Plan (CAMP) and all Ron Turley Associates (RTA) Maintenance Program documents, policies, procedures and forms. These changes reflect required Manufacturers, Federal, State and ADA maintenance policies, procedures and requirements related to all vehicles under the Agency control. MaineDOT/BPOD or their designated representatives will review these records for compliance.

Resolution: Updated CAMP and related records will be reviewed for compliance by MDOT/BTSP prior to August 8, 2013.

MaineDOT Oversight: WMTS will send their updated comprehensive asset management plan to Kelly Arata/MaineDOT. MaineDOT/Merwin Vehicle Consulting

will review applicable records.

WMTS Response (10.09.13): WMTS is currently working on updating all PM schedules for all makes, models and years of equipment. Because WMTS has a an extremely mixed fleet this has been time consuming but as of today, October 9, 2013 all four, five, and seven year buses are 98% completed. Loren Niemi , MDOT has been working closely with Mark Laskey, WMTS Maintenance Supervisor to accomplish this and WMTS appreciates his patience in this “PM Overhaul”. WMTS has started updating the twelve-year vehicles, and then the service vehicles will be completed. Completed template PM work orders are being forwarded in a separate attachment. Once all PM’s are updated, binders will be created for each maintenance person, the shop and MDOT with all the information.

NOTE: WMTS is requesting guidance from MDOT to completion of this task.

MaineDOT Response to Status Report (10.28.13): In response to WMTS’s request, MaineDOT will review the requirements before the end of October 2013 and our response is therefore inconclusive.

10. WMTS will provide MaineDOT/BPOD updated reports monthly for a period of one (1) year related to all areas listed above. MaineDOT or their designated representatives will review those updates and prepare status reports related to compliance. These reports may be shared with the FTA and FMCSA.

Resolution: WMTS will file bi-monthly reports to MaineDOT/Merwin Vehicle Consulting within 10 days after the end of the month. For example, actions taken in August and September 2013 will be filed within 10 days after the end of September. MaineDOT/Merwin Vehicle Consulting will file Status reports within fifteen days of receiving the bi-monthly report from WMTS. All reports will be shared with the FTA and FMCSA upon request.

MaineDOT Oversight: MaineDOT/Merwin Vehicle Consulting will review the bi-monthly reports and prepare a status report.

WMTS Status Report (10.09.13): This bi-monthly report covers the period from August 1, 2013 through September 30, 2013 and serves as the first WMTS bi-monthly report.

List of Separate Attachments by item number

1. List of WMTS Vehicle Inspections expiration dates and where the vehicles were inspected. Please note Sugarloaf Explorer buses were on lay up until October 1, 2013.
2. Documentation of FMCSR part 396 seminars for August and September 2013.
3. List of Maintenance Facilities in the Bethel/Newry/Woodstock area that were contacted and the results.
9. Copy of PM Templates completed to date.

Other WMTS Accomplishments during this time

- Paul Springer WMTS Master Technician has received ASE Master Technician Certification in Transit Bus Maintenance

- WMTS provided training for Maintenance staff, Operators, and some MDOT staff on bus maintenance and inspection procedures.
- WMTS has configured the garage so one bay is a bus inspection bay with extra lighting, convex mirrors, a white floor and other enhancements.
- WMTS has invested in tools and equipment to provide for better inspections of WMTS owned and operated fleets, including a brakeometer, locking cabinet and inspection table.
- WMTS sent one technician to air brake training put on by Maine Motor Transport.
- All WMTS staff attended a seminar on lift maintenance.

MaineDOT Response to Status Report (10.28.13): WMTS filed its status report for August-September 2013 on October 9, 2013 that was within 10 days after the end of September 2013.

AGENDA ITEM 4. Proposal to Re-Purpose Capital Reserve Funding

The following is a working draft proposal to address current bus inventory availability issues:

1. Blue Bird busses: take action to lease one bus to support the four-bus inventory of Blue Birds. Longer term----look at the possibility of rehabbing a bus which may involve Maine Military Authority in Limestone (this is subject to RFP requirement). We have not received FTA confirmation on the 80/20 funding eligibility of leasing to date.
2. SLF busses: These busses will reach the end of their FTA useful life in 2014. These busses are out-of-service until further notice due to corrosion on the frame rails. MDOT and LATC are working to eliminate the FTA time restrictions and to look at possibly having the bus evaluated for possible overhaul or scraping. LATC will need to immediately lease at least two busses to replace them to get our inventory back up to 10 busses. We cover 7 routes but with PM and breakdowns, 10 is the minimum number we need if we are to have any chance to cover all routes on a regular basis.
3. Gillig busses: They have been very reliable and are typically placed out of service only when they require PM or a state inspection. Halsey and a 2007 FTA fixed transit report highly recommend that we pursue the mid-life overhaul of the busses when they occur in 2017. This kind of work will require that the busses be done on a staggered basis which may require temporary leasing to fill inventory holes.
4. Ed Dorado bus: This bus will reach its useful life in 2015. The bus may be assessed for possible rehaul.
5. Longer term purchasing: It is likely that we would immediately begin the process of purchasing some possible combination of either used heavy duty transit busses and/or smaller cutaway busses dependent on use. Issues of how federal funding work for used busses that are beyond their useful life and whether federal funding would be available for rehabbing busses that are in that category. The RFP question would also need to be addressed.



City Council Information Sheet

City of Auburn

Council Meeting Date: November 4, 2013

Subject: Executive Session

Information: Discussion on the MSEA Labor Negotiations, pursuant to 1 M.R.S.A. §405(6)(D)

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

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



City Council Information Sheet

City of Auburn

Council Meeting Date: November 4, 2013

Subject: Executive Session

Information: Discussion Labor Negotiations (update on Fire, MAP Patrol and MAP Command), pursuant to 1 M.R.S.A. §405(6)(D).

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

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



City Council Workshop Information Sheet

City of Auburn

Council Meeting Date: November 4, 2013

Item F

Author: Denis D'Auteuil

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

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

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

Subject: Tree Harvesting Discussion

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

Financial: none

Action Requested at this Meeting:

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

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

Previous Meetings and History: None

Attachments: Workshop Agenda Item Request Form submitted by Councilor Gerry

*Agenda items are not limited to these categories.



City Council
Workshop Agenda Item Request Form

City of Auburn

Requesting Councilor's Name: Belinda Gerry

Second Councilor Name: David C. Gentry

Policy:

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

Summary of Issue:

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

Recommended Action for Consideration:

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

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

City of Auburn



City Council Workshop Information Sheet

City of Auburn

Council Workshop Date: November 4, 2013

Item G

Author: Sue Clements-Dallaire

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: Board and Committee appointment process

Information: The Board and Committee appointment process was agreed to return after one year for Council input and staff recommendations. Staff has the following recommendations:

1. The Board and Committee Appointment Process should be amended so that all applications received be sent to the entire Council for review. The Council will be given two weeks to respond to the Appointment Committee with any comments or recommendations they may have. (Immediately implementable.)
2. A brief 1 page document be drafted of all committees the Council appoints to for membership. This memo will describe the function of that committee and will also lay out a list of skills the members should possess. (It is recommended this be implemented after the January appointments because it will take 90 days to assemble these documents.)
3. Another issue that was considered is interviews. Although benefits exist the staff feels the policies direction to leave it at the discretion of the Appointment Committee is best. Please provide input.

Financial: N/A

Action Requested at this Meeting: Discussion

Previous Meetings and History: December 3, 2012 Council adopted the current Committee Appointment Process.

Attachments:

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

CITY OF AUBURN BOARD AND COMMITTEE APPOINTMENT PROCESS

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

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

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

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

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

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

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

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

The day after the nominations are completed, the Clerk shall notify the employees who staff the boards, commission, or committees, to let them know who is being nominated or that a position is being re-advertised. Also on that day, letters shall be sent to those applicants who are

being nominated and to those who are not. Nominees shall be told when their appointment is going to the full Council agenda as a Consent Calendar item, and asked to attend the meeting.

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

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

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

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

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

Alternate Member

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

Reports and Vacancies

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

- (a) Death of a member.
- (b) Resignation of a member.

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

Reporting actions and vacancies.

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

Removal from Office

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

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

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

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

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

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

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

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

COMMITTEES & BOARDS OF THE CITY OF AUBURN

Board Name

911
ABDC
Airport
ATRC
Audit and Procurement
Board of Assessment Review
Cable TV Advisory
CDBG Community Advisory
CDBG Loan
Discharge
Energy
Ethics Advisory
Forestry
Auburn Housing
Investment Advisory
LA Public Health
LAEGC
LATC
LAWPC
Library
MMWAC
Neighborhood Stabilization
New Auburn Master Plan Implementation
Planning Board
Railroad
Recreation Advisory
Recycling
School
Sewerage District
USM
Water District
Zoning Board of Appeals



City Council Agenda Information Sheet

City of Auburn

Council Meeting Date: November 4, 2013

Order 97-11042013*

Author: Sue Clements-Dallaire, City Clerk

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

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

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

Subject: Appointment of Wardens

Information: The City Clerk nominates Wardens to be appointed by the City Council. One Warden is to be appointed for each polling place.

Stella Doyon	Ward Clerk	Ward 1	Washburn School
Lynn Bulmer	Warden	Ward 3	Auburn Hall
Roland Jordan	Ward Clerk	Ward 5	Sherwood Heights School

Financial: N/A

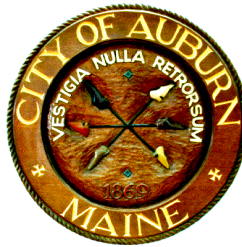
Action Requested at this Meeting: Recommend passage

Previous Meetings and History: N/A

Attachments: Order 97-11042013*

*Agenda items are not limited to these categories.

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



Jonathan LaBonte, Mayor

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

IN CITY COUNCIL

ORDER 97-11042013

ORDERED, that the City Council hereby appoints the following individuals as Wardens and Ward Clerks for the November 5, 2013 Election:

Stella Doyon	Ward Clerk	Ward 1	Washburn School
Lynn Bulmer	Warden	Ward 3	Auburn Hall
Roland Jordan	Ward Clerk	Ward 5	Sherwood Heights School



City Council Agenda Information Sheet

City of Auburn

Council Meeting Date: November 4, 2013

Order 98-11042013*

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

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

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

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

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

Information: The Auburn Police Department requests City Council appointment of Katherine D. Avery, Joseph M. Correia and Joseph T. Miville as Constables with a firearm for the City of Auburn.

Financial: n/a

Action Requested at this Meeting: Motion to confirm Chief Crowell's appointment of Katherine D. Avery, Joseph M. Correia and Joseph T. Miville as Constables with a firearm for the City of Auburn.

Previous Meetings and History: n/a

Attachments:

- Memo from Chief
- Order 98-11042013

*Agenda items are not limited to these categories.



Auburn Police Department



Memorandum

Phillip L. Crowell
Chief of Police

Jason D. Moen
Deputy Chief

Rita P. Beaudry
Executive Assistant

To: Honorable Mayor Jonathan Labonte and Members of the City Council
From: Phillip L. Crowell, Jr., Chief of Police
Date: October 28, 2013
Re: CONSTABLES

We request that the following named persons be named Constables for the Auburn Police Department:

Katherine D. Avery	with Firearm	New Hire	Police Officer
Joseph M. Correia	with Firearm	New Hire	Police Officer
Joseph T. Miville	with Firearm	New Hire	Police Officer

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



Jonathan P. LaBonté, Mayor

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

IN CITY COUNCIL

ORDER 98-11042013

ORDERED, that Katherine D. Avery, Joseph M. Correia and Joseph T. Miville be named a Constable with a firearm for the Auburn Police Department.

IN COUNCIL SPECIAL MEETING OCTOBER 21, 2013 VOL. 33 PAGE 187

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

I. Consent Items*

1. Order 92-10212013*

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

2. Order 93-10212013*

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

3. Order 94-10212013*

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

4. Order 95-10212013*

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

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

II. Minutes

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

III. Reports

Mayor's Report

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

Finance Director, Jill Eastman – September 2013 Monthly Finance Report

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

IV. Communications, Presentations and Recognitions

- Portrait presentation – Former Mayor Normand Guay

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

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

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

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

VI. Unfinished Business

1. Order 77-09162013

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

Motion was made by Councilor LaFontaine and seconded by Councilor Crowley.

Public comment – No one from the public spoke.

Passage 5-0.

2. Ordinance 12-10072013

Adopting the General Assistance overall maximums. Second reading.

Motion by Councilor LaFontaine and seconded by Councilor Crowley.

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

Passage of amendment, 5-0.

Public comment – No one from the public spoke.

Passage of the ordinance as amended, 5-0.

3. Ordinance 13-10072013

Adopting the General Assistance Ordinance. Second reading.

Motion by Councilor LaFontaine and seconded by Councilor Walker.

Public comment – No one from the public spoke.

Passage, 5-0.

VII. New Business – No new business

VIII. Executive Session

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

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

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

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

IX. Open Session – No one from the public spoke

X. Adjournment

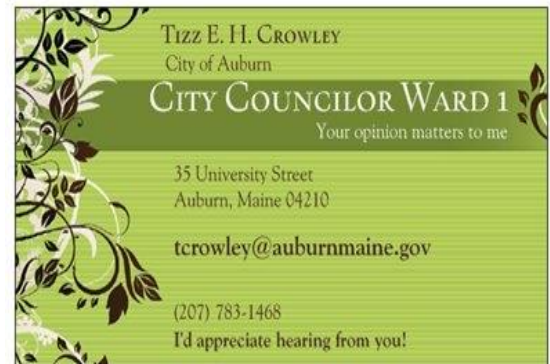
Motion was made by Councilor LaFontaine and seconded by Councilor Walker to adjourn. Passage 5-0, 8:01 P.M.

A True Copy.

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

Auburn Sewerage District Report for Meeting Monday 2013.11.04

Prepared: Wednesday 2013.10.30
TO: Residents of Auburn and the Auburn City Council
FROM: Tizz E. H. Crowley- Auburn City Council Ward 1
Mayor LaBonte's representative to ASD



The Auburn Sewerage District Trustees met on Tuesday, October 15, 2013 at the District office. Staff supported Auburn-Lewiston United in Pink activities promoting Breast Cancer Awareness month by preparing all meeting materials on pink paper with Pink Ribbon pencils. All District vehicles displayed Breast Cancer Awareness magnets.

Since I was ill and did not report on the September 17th meeting of the Sewerage Trustees I'd like to highlight some of the meeting's key points:

- Sid Hazelton presented much of the management materials as Superintendent Storer was out of state on water district business.
- A large portion of the LAWPC costs were paid in September.
- The total costs for the Littlefield Bridge project is expected in October. This project was completed on time and on budget.
- The Sewerage District is forecasting a 10% rate increase in 2014.
- The new vacuum truck has been busy as the District works the preventive maintenance schedule to clear all sewer lines in a year. Currently they are targeting chronic areas.
- Flushables continue to be a problem and cost ratepayers money in repairs and damage from backups. More education messages are expected.
- Trustees asked staff to follow up with the City of Auburn regarding maintenance of catch basins, especially those owned by the City. We need to work as partners on the storm water separation.
- The Trustees were updated on the progress of the odor reduction trial procedure for Cascades Auburn Fiber. Any concerns should be directed to Superintendent John Storer.

The vacuum truck was used in the Stetson Mills area in September and now has moved top Perryville, Chestnut and Winter streets region. New Auburn will be next for this work.

Speaking of New Auburn, staff followed up on a concern about a loose and noisy manhole at the New Auburn intersection in front of Rolly's Diner. This is a communication manhole and not water or sewer; so staff couldn't resolve the issue.

Project update for October report included the sewer manhole work on South Main Street. The Water crews are also helping with CSO activities.

New Business discussion focused on preparing for the 2014 budget expected to be presented in November. CIP plans likely to include the remaining 60% of the City for smoking testing in I/I study. The Health Insurance Trust is expected to raise costs by 10%. Mr. Storer apologized for the delay in discussing changes in health insurance premium benefits. He expressed concern that the District may have challenges keeping excellent employees if the premium payment benefit for more than individual employees was reduced. Some trustees expressed concern over the high costs and the significantly inequitable situation that now exists. No one could identify local, non-municipal employers paying as much of the family coverage premium as is the District.

The Auburn Sewerage District once again received the State's SHAPE award. Sewer Foreman Andy Farris lead the team in the safety work done to win. The Safety and Health Award for Public Employers (SHAPE) recognizes

public sector employers who maintain an exemplary safety and health management system. Acceptance into SHAPE by the Maine Department of Labor, Bureau of Labor Standards is an achievement that distinguishes the Auburn Water and Sewerage Districts as a model for workplace safety and health. Upon receiving SHAPE recognition, the worksite is exempt from programmed inspections for two years. Congratulations to the crews.

The financial forecast for year-end is expected to be \$44,000 favorable to the budget. Auburn's anticipated surplus at LAWPCA will be about \$35,000.

September's sewer tip of the month actually comes from information provided to participants at the Septic Social hosted by the Auburn Water District and the Lake Auburn Watershed Protection Commission. The kind of TP (toilet paper) used in a home does make a difference. Cheaper is better in this example. Less expensive dissolves more quickly and would reduce the amount you pump from your septic tank. Don't get me started on Flushables... suffice to say THEY ARE NOT!!

October can be scary and it's not just because of Halloween. Hazardous waste **should never be** put down the household drain, and this includes the garbage disposal. These products include motor oil, paint and other household cleaners. These chemicals can find their way into our water supply and end up causing serious damage to your household drainage system. You will need to dispose of these by contacting your local waste management service asking about the closest facility capable of processing such waste.

Check out the Auburn Water-Auburn Sewerage-Lake Auburn Watershed Protection Commission website. Bet you didn't know this....

"The Auburn Sewerage District is a quasi-municipal utility providing sewer collection services to over 5,300 residential, commercial, and industrial customers located within the City of Auburn. We do not provide any treatment of the sanitary waste. All waste is conveyed to the Lewiston-Auburn Water Pollution Control Authority (LAWPCA) located on the banks of the Androscoggin River in Lewiston. LAWPCA is the licensed authority that treats all public sanitary waste generated in Lewiston and Auburn.

To collect, handle and transport the sewerage waste generated within the City of Auburn, the Sewer District operates and maintains 23 wastewater pump stations, over 2,000 manholes, and 135 miles of pipe ranging from 8½ to 54½ in diameter. All collected waste is ultimately transported to the LAWPCA facility by gravity flow through a series of inverted siphon pipes located beneath the Androscoggin River.

In the built-up areas of the City, local sewer collection mains convey the wastewater to several large diameter gravity interceptors that ultimately connect to the siphon pipes. Pump stations are also scattered about the City in localized low-lying areas, such as along Taylor Pond and out by the airport, to collect wastewater and pump it back to the gravity collection system.

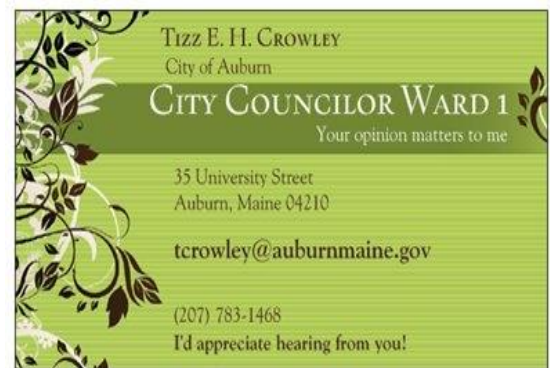
The Auburn Sewerage District was formally organized by a Charter granted by the Maine Legislature in 1919. The fiscal and operational decisions of the District are made by a seven-member Board of Trustees that is appointed by the Mayor of the City of Auburn and the Auburn City Council. The Trustee meetings are open to the public and are tentatively scheduled to take place at 4:00 PM every third Tuesday of the month at the District office building at 268 Court Street. "

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

Auburn Water District Report for Meeting Monday 2013.11.04

Prepared: Wednesday 2013.10.30
TO: Residents of Auburn and the Auburn City Council
FROM: Tizz E. H. Crowley- Auburn City Council Ward 1
Mayor LaBonte's representative to AWD

The Auburn Water District met on Wednesday October 16, 2013 at the District's office on Court Street.



I was sick and unable to prepare a report regarding the September meeting, but highlights included:

- With water use down, revenues are also below budget. The projected bottom line for year-end will be approximately \$100,000 rather than the earlier forecast of \$169,000.
- There was discussion about the benefit and lower costs for rental of some equipment, like a backhoe, in comparison to purchase.
- The water service was converted over to the new bridge out on Hotel Road. The Trolley Bridge will likely be removed next year.
- The Maine Public Utilities Commission dismissed the 10 person complaint against the Auburn Water District.
- There was a great deal of discussion regarding the submission of a bid from the AWD to provide operational services to New Gloucester for their district. Trustees voted unanimously to submit a bid; the final contract would need Trustee approval.
- While we escaped having to treat Lake Auburn this summer, there have been some high phosphorous levels from Townsend Brook. The District plans follow up work to identify contributing factors. On a side note, I raised questions about Townsend Brook and the use of Tot Lot months ago at the Parks & Recreation Advisory Board. After repeated follow up inquiries from me, the AUBURN PARKS & RECREATION ADVISORY BOARD MEETING MINUTES MARCH 13, 2013 stated "Townsend Brook runs through the Tot Lot property. There is a question as to what the algae bloom will have on the brook. No progress has been made at this time." No follow up information, or indications of any work, has been noted/reported by the AUBURN PARKS & RECREATION ADVISORY BOARD or the Recreation Department has been done since this notation in March-7 months ago. My interest and questions, as the Ward 1 City Councilor, was more than the algae bloom.
- The AWD did submit initial rate filings with the MPUC with a recommendation for a 9.8% across the board increase.
- In the next quarter, the District is expected to advertise an opening in the business office for a customer service manager. This position is a result of the planned retirement in April 2014 of Ms. Diane Tribou. Ms. Tribou has provided 33 years of excellent service and attention to detail for the District staff and AWD customers. She will be missed.

Project updates at the October meeting included crews doing more separation work. We are also seeing some erosion around Lake Auburn and seen on the Spring Road. There appears to be two washouts on this road. LAWPC and the City of Auburn have work to do addressing this erosion damage. There was discussion about the need for greater lake security around Lake Auburn and in particular the Route 4 corridor. The road has a number of 24" culverts diverting run-off directly into the Lake. We need a safer discharge of water.

Preliminary introduction about the potential sale of Tot Lot was raised. There was strong interest by the Trustees to secure this resource, should the City sell, for the Auburn Water District. Of course LAWPC would also be

another interested party. Trustees supported some kind of continued use as a recreation area. Townsend Brook which runs into Lake Auburn might be a potential source of water in an emergency. It is comforting for customers to know the AWD has contingency plans.

The Auburn Water District recently received a FEMA award for its services.

The lab reports should an extremely high NaOH gal/MG. NaOH is sodium hydroxide. October's data was 3 times the September figure. It was reported that alkaline was being added to the water and the District would also use CO2 to offset.

The year-end forecast has been reduced from \$170,000 to \$140,000. The notice for a rate increase effective January 1, 2014 was reviewed by the Trustees. The minimum water bill would move from \$32.29 per quarter to \$35.46 per quarter. A public hearing will be held on Wednesday, November 20, 2013 at 5:00pm in the Community Room at City Hall.

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

**IN RECOGNITION
OF
AUBURN CHIEF OF POLICE
PHILLIP L. CROWELL, JR
ON BEING ELECTED PRESIDENT OF
THE MAINE CHIEFS OF POLICE ASSOCIATION**

WHEREAS, Police Chief Phillip L. Crowell, Jr. has had an illustrious career with the City of Auburn Police Department for nearly 20 years (13 Nov 93-Present), rising through the ranks to his current position; and

WHEREAS, Chief Crowell has represented his country, family, community, department and profession with honor, courage and commitment, he has been a role model for many including but not limited to his Department personnel; and

WHEREAS, Chief Crowell, a long time member of the Maine Chiefs of Police Association, was named on September 12, 2013 as that organization's President; and

WHEREAS, Chief Crowell is taking on this important position he is committed to advancing his profession through cooperative efforts with local institutions of higher learning, he understands that an educated law enforcement officer will be more valuable to his or her community; and

NOW, THEREFORE, the Auburn City Council, on behalf of the Citizens of Auburn, herewith recognizes and commends Police Chief Phil Crowell for being elected as the Maine Chiefs of Police Association's President.

Jonathan P. LaBonté
Mayor

Auburn Book Project Winner

Oliver Hall

During the last school year, 45 of Auburn's sixth grade students were involved in the Auburn Book Project. This project is designed to encourage student writers to participate in a simulated publishing world and to promote their ingenuity as writers and illustrators as they create original books entered for a special prize, the Auburn Book Award. Oliver Hall is the recipient of the 2013 Auburn Book Award and was recently honored at the Auburn Public Library where he received four complimentary copies of his book, which is now on sale at all elementary school libraries for five dollars. In addition he also received the Auburn Book Award Plaque, and a generous donation from Maine Family Federal Credit Union of a fifty dollar giftcard to represent royalties from book sales.

Oliver is a multifaceted writer. Not only has he received the Auburn Book Project for 2013, but he performed an original musical composition at the Franco Heritage Center this summer; he wrote the original piano score, the accompaniment scores, and the lyrics!

Oliver spent his elementary school days at East Auburn School where he was also a member of the competitive Auburn Math Team, and he is currently a student at Auburn Middle School where he is a member of the school's soccer team. He has been seen in Community Little Theater's summer youth productions with leading roles over the past few years, and when he isn't writing, he is likely to be sailing, Yes, this young man knows how to catch the wind!! Oliver is with us this evening to share one of the poems from his award winning book, and will also present a signed copy to me!

- Oliver will go to podium to read poem
- Oliver presents the Mayor with signed book

Once again....Oliver's book, "Walking Through The Seasons," is in circulation at all Auburn libraries and is on sale at all elementary school libraries for the fabulous price of \$5.00!!!



City Council Agenda Information Sheet

City of Auburn

Council Meeting Date: November 4, 2013

Order 86-10072013

Author: Eric J. Cousens, Planning and Permitting 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: Morris Auto Mart, 940 Washington Street Junkyard License Renewal

Information: The business owner has made progress towards compliance but will need some additional time for full compliance. An updated inspection memo is attached.

Financial: None

Action Requested at this Meeting: **To delay action on this license until December 16, 2013.**

Previous Meetings and History: September 3, September 16 Workshops and October 7 Meeting.

Attachments: Current Flood Map, Inspection Memorandum dated October 29, 2013.

*Agenda items are not limited to these categories.

Current Flood Map



City of Auburn, Maine

"Maine's City of Opportunity"

Office of Planning & Permitting

To: Mayor and City Council

From: Eric J. Cousens, Director of Planning and Permitting

Re: 2012-2013 Junkyard License Inspections - Morris Auto Mart - 940 Washington ST. N

Date: October 29, 2013

At the Council meeting on October 1st the Council postponed action on the Morris Auto Mart junkyard license renewal due to noncompliance with State and Local requirements.

A follow up inspection revealed that there are still some operational violations and some improvements from the last inspection. The operator is still storing vehicles within the floodplain and within 100' of inland waters that still contain batteries and fluids which is a violation of MRSA 30-A, 3754-A, 5B. The property owner has agreed to remedy the violations and has substantially reduced the number of vehicles containing fluids within the restricted areas. They have also devised a marking system to track which vehicles have been processed and fluids drained. I was given a detailed explanation of how they plan to comply with this requirement and the marking system is helping them do that. Many vehicles can have the fluids pumped out of them where they are currently located. Those vehicles have been drained and fluids stored appropriately. The vehicles that were unable to be pumped need to be moved to the vehicle lift area and then drained and returned to the storage area. The process of moving vehicles is taking some time and some of the vehicles that need to be moved still have fluids. A random check of vehicles showed about 50% having fluids at the beginning of September and only about 10% on October 28th. There were no batteries observed in the vehicles that were checked. There are approximately 500 vehicles on the property currently which is down from about 1400 vehicles in 2009. Staff is meeting with the property owner again on October 30th and will be giving them copies of the latest flood maps updated in July 2013 so that they can revise how they stage vehicles with fluids to ensure that they remain outside of the flood restricted areas. Based on their efforts to date and their verbal commitment to resolve the issues, staff recommends that the Council delay action on the license one last time and schedule the final hearing for December 16, 2013.

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



Jonathan LaBonte, Mayor

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

IN CITY COUNCIL

ORDER 86-10072013

ORDERED, that the City Council hereby approves the annual renewal request for an Auto Graveyard/Junkyard permit for Morris Auto Parts, 940 Washington Street North.



City Council Agenda Information Sheet

City of Auburn

Council Meeting Date: November 4, 2013

Ordinance 14-11042013

Author: Sue Clements-Dallaire, City Clerk

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

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

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

Subject: Adopting an amendment to the business licensing chapter in the Code of Ordinances to include the definition of Garage Sales.

Information: Under the current definitions in the business licensing chapter of our Code of Ordinances, there is not a definition for Garage Sale. We are proposing adding that to the definitions.

Staff is still working on making some minor changes to the proposed Flea Market and Garage Sale Ordinance presented at the 10/21/2013 Council workshop based on the feedback provided by the Mayor and Council. It is our intention to bring this item back on or before the December 2, 2013 Council meeting.

Financial: N/A

Action Requested at this Meeting: Recommend passage of first reading at this meeting.

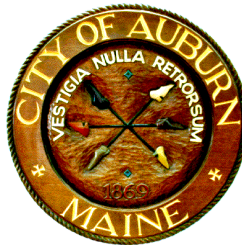
Previous Meetings and History: 10/21/2013 Council workshop

Attachments:

Ordinance 14-11042013

*Agenda items are not limited to these categories.

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



Jonathan LaBonte, Mayor

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

IN CITY COUNCIL

ORDINANCE 14-11042013

ORDERED, that the Code of Ordinances be and hereby is amended by adding the following
Garage Sale definition under Chapter 24, Business Licenses, Sec. 24-8 Definitions:

Garage Sale –The sale of used household or personal goods held on the seller’s own premises. Also known as a yard sale, barn sale, moving sale, tag sale.