



City Council Meeting and Workshop

May 6, 2013

Agenda

5:30 P.M. Workshop

- A. Athletic Fields Report (next steps for a Recreation Master Plan) – Ravi Sharma (15 minutes).
- B. Outlet Beach Operational Plan 2013 – Ravi Sharma (10 minutes)
- C. Cops Hiring Grant – Phil Crowell (10 minutes)
- D. Assistance to Firefighters Grant (AFG) – Frank Roma (15 minutes)
- E. Spending freeze and Emergency Reserve – Clint Deschene (10 minutes)
- F. Proposed Conveyance (Rolly's Diner) – Roland Miller (10 minutes)
- G. Updated FY14 Manager Budget – Clint Deschene (20 minutes)

7:00 P.M. City Council Meeting

Pledge of Allegiance

- I. Consent Items** – All items listed with an asterisk (*) are considered as routine and will be approved in one motion. There will be no separate discussion of these items unless a Councilor or citizen so requests. If requested, the item will be removed from the consent agenda and considered in the order it appears on the agenda.
 - 1. Order 27-05062013***
Authorizing Safe Voices to place temporary signs for its 2013 Walk to End Domestic Violence.
 - 2. Order 28-05062013***
Setting the time to open the polls for the June 11, 2013 School Budget Validation Referendum Election for 7:00 A.M.
 - 3. Order 29-05062013***
Appointing Howard Kroll to the Lewiston-Auburn Transit Committee with a term expiration of 1/1/2015.
 - 4. Order 30-05062013***
Confirming Police Chief, Phil Crowell's appointments of Nicholas J. Kyllonen and Krista M. Lee as Constables with a firearm for the Auburn Police Department.
- II. Minutes**
April 16, 2013
- III. Reports**
Mayor's Report

Committee Reports

- **Transportation**
 - Androscoggin Transportation Resource Center – Mayor LaBonte

Auburn City Council Meeting & Workshop

May 6, 2013

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

City Councilors' Reports

City Manager's Report

IV. Communications, Presentations and Recognitions

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

VI. Unfinished Business

1. Ordinance 03-04012013

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

2. Order 23-04162013

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

3. Ordinance 04-04162013

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

VII. New Business

1. Order 31-05062013

Auburn City Council Meeting & Workshop

May 6, 2013

Approving the Mid Maine Waste Action Corporation (MMWAC) waste handling agreement change.

2. Order 32-05062013

Authorizing the City Manager to sign the Auburn-Lewiston Consortium Mutual Co-operation Agreement to extend the consortium between the City of Auburn and City of Lewiston under the HOME Investment Partnerships Program for a three-year period.

3. Order 33-05062013

Authorize the use of overlay in the amount of \$228,055 and Emergency Reserve, that otherwise would pass to undesignated general fund balance, in the amount of \$300,000 to reduce the tax commitment shortfall.

VIII. Executive Session

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

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

X. Future Agenda/Workshop Items

XI. Adjournment

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: 5/6/2013

Item A

Author: Ravi Sharma, Parks & Recreation Director

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

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

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

Subject: Athletic Fields Needs Assessment

Information: Wright Pierce has been contracted to complete an assessment on all outdoor athletic fields, as well as, outdoor basketball courts and gymnasiums within the City of Auburn. In addition to City and School Department owned assets, Wright Pierce has also acquired information on private facilities such as the YMCA, Central Maine Community College, Boys & Girls Club, Lewiston-Auburn Youth Soccer Association and St. Dom's Academy. The needs assessment report outlines the total available inventory of athletic fields, outdoor basketball courts and gymnasiums within the City and the total amount of use. The report also provides a needs assessment based upon available facilities and the of level of usage/demand. The second phase of reporting will cover a conditions assessment.

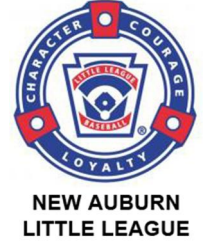
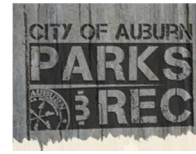
Financial: Phase I - \$17,500 Phase II - \$17,500

Action Requested at this Meeting: Discussion

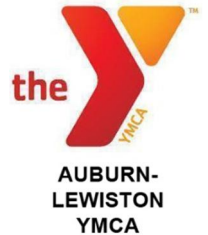
Previous Meetings and History: 12/17/2012

Attachments: Draft Assessment Report

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



EAST
AUBURN
COMMUNITY
UNIT



Auburn, ME

DRAFT - EXECUTIVE SUMMARY

Athletic Facilities Needs Assessment

Date: April, 2013

WP # 12678A

WRIGHT-PIERCE 
Engineering a Better Environment

Executive Summary

The Athletic Facilities Needs Assessment was developed for the City of Auburn by Wright-Pierce during the year of 2013. The assessment focused on the ability not only of the municipality, but also the school department and private organizations to meet the community's athletic needs for indoor and outdoor athletic sports programs including:

- Baseball
- Basketball
- Football
- Soccer
- Softball
- Tennis
- Track and Field

Consultant team members from Wright-Pierce included:

Travis Pryor, RLA, Project Manager

Jeff Preble, P.E. Senior Engineer

Jan Weigman, P.E., Senior Engineer

Joe McLean, P.E., Engineer

Amanda Bunker, Senior Land Use Planner.

Significant guidance and plan development assistance came from the City of Auburn Staff including:

Clint Deschene, Auburn City Manager

Ravi Sharma, Auburn Parks and Recreation Department Director

Eric Cousins, Auburn City Planner

Additional support provided from other key athletic facility stakeholders with interest in the success of these activities in Auburn and its surrounding communities included:

Katherine Grondin, Auburn School Department Superintendent

Jim Miller III, Auburn High School Principal

Dan Deshaies, Auburn School Department Athletic Director

Billy Hunter, Auburn School Department Support Services Director

Judy Cyr, Auburn School Department Business Manager

Bill Saucier, East Auburn Community Unit

Dori-Anne Tarr, New Auburn Little League

Lee Hixon, Saint Dominic Academy Administrative Director

Dave Staszak, Lewiston Auburn Youth Soccer Association (LAYSA)

Andie Hannon, Boys & Girls Club Director

Jeff Benson, Auburn Suburban Little League President

Brian DuBois, Auburn/Lewiston YMCA Director

Dave Gonyea, Central Maine Community College Athletic Director (TBD)

Sean Cheatham, Pine Tree Men's Baseball League - Auburn Team Representative (TBD)

Bates College (TBD)

Thanks go to these Community Stakeholders for their work, and to the citizens who participated in the public outreach efforts, and who providing their input.

Background

The community of Auburn provides a range of opportunities for youth and adults to participate in athletic activities at a variety of facilities throughout the community. These facilities are owned and operated either solely through private and or public organizations, or in a collaborative nature. Some of these facilities are shared with organizations outside of their individual memberships. Some of these athletic facilities are also utilized by programs participating in neighboring and regional organizations such as the Lewiston Auburn Youth Soccer Association (LAYSA) or the Kennebec Valley Athletic Conference.

The most recent publicly supported document supporting athletic facilities in Auburn was the 2010 Update to the Auburn Comprehensive Plan. This plan identified the need to continue to support and provide physical recreational opportunities, find efficiencies in terms of consolidation of existing facilities to develop higher quality athletic opportunities, and continue to find strategic means to partner with neighboring communities (*See Appending A-3 for excerpts of this plan*).

There are currently a full range of recreational and athletic facilities for both youth and adult programs located throughout the community. This Athletic Facilities Needs Assessment focused on programs serving the Auburn community that host baseball, basketball (indoor and outdoor), football, soccer softball, tennis, and track and field (indoor and outdoor. There are currently 20 sites throughout Auburn that provide facilities for these athletic programs (*See Athletic Facilities Location Map included as an attachment*). The following list includes all such facilities, whether privately or public owned and operated:

- Auburn Middle School (Indoor Basketball / Soccer)**
- Auburn/Lewiston YMCA (Indoor Basketball / Indoor Batting Cage for Baseball/Softball Practice)
- Boys & Girls Club (Indoor Basketball)
- Chestnut Street Park (Football)
- Central Maine Community College (Indoor Basketball / Soccer)
- Cleveland Park (Tee Ball / Youth Baseball / Youth Soccer / Open Pick-Up Games)
- East Auburn School (Tennis)**
- Edward Little High School (Indoor Basketball / Indoor Track / Soccer / Tennis / Track and Field)**
- Fairview Elementary School (Youth Soccer / Youth Baseball / Youth Softball)
- Garfield Road Complex (Little League Baseball / Additional Multi-Use Fields)
- Hasty Community Center (Indoor Basketball)
- Lake Street Elementary School* (Youth Baseball / Softball)
- Lakeview Fields (Softball)**
- Pettengill Park (Baseball / Lighted Softball)
- Pulsifer Field (Tee Ball / Little League Baseball)

- Sherwood Heights Elementary School (Youth Baseball / Soccer / Tennis)
- Tribou Field (Softball)
- Union Street Gully Park (Outdoor Basketball / Outdoor Tennis)**
- Walton Elementary School (Outdoor Basketball / Football)
- Webster Intermediate School* (Outdoor Basketball)

* School buildings closed

**Denotes Joint Use LWCF Sites for the four athletic facilities (*See Appendix D*) evaluated under this study, where agreements for shared use between the City and at least one other entity. The City has nine such agreements in total out of all parks and recreational facilities throughout the community.

There are also host of additional public and private facilities providing athletic and passive recreational uses throughout the community such as swimming, hockey, hiking and boating. These facilities were not evaluated as part of this Needs Assessment Study, however they may provide opportunity to do so in the future and should continue to be considered in terms of potential to provide for the study's athletic program needs. This is currently the case with the Mt. Apatite Park facility, a 325 acre public space providing a wide range of passive recreational uses along with Army National Guard training facilities. This site for example, is currently undergoing a land use study and an Athletic Facilities Needs Assessment would be an asset in consideration of the potential redevelopment scenarios for the site that could potential meet

The City of Auburn recognizes the need to assess these athletic facilities of common interest to the local population, in terms of community-wide benefit. Most often individual organizations propose an opportunity to improve or provide new athletic facilities focused on individual athletic program needs at their present time. A community may or may not have the opportunity to consider how such a proposal fits within the overall needs of the many differing athletic programs, often vying for facility space, participants, operations and maintenance (labor and funding). With the support of all organizations operating such athletic facilities within the community of Auburn, this Athletic Facilities Needs Assessment will serve as a tool to allow for a greater level of planning in terms of sharing facilities, support rehabilitation and expansion of existing facilities, and development of new facilities, positioning the community to more efficiently and cost effectively provide for the athletic program needs of the community.

Assessment Approach

The Plan seeks to establish a baseline assessment of the existing athletic facilities within the community of Auburn and provide strategic recommendations to continue to maintain and enhance opportunities for all citizens to participate in these activities. The Needs Assessment is organized in accordance with the sequential methodology applied to the assessment process including:

- Demographics Analysis
- Benchmark Reference
- Stakeholder Input
- Community Input
- Program Assessment
- Operational Assessment
- Financial Assessment
- Facility Assessment
- Findings and Recommendations

The initial Needs Assessment (Phase I) efforts focus on review of athletic programs offered, schedule of activities, enrollments in each program, fee structures, capital improvement programs, operations and maintenance costs, and readily available mapping data identifying the location of facility supporting these athletic program needs. This information is compared to benchmark data available at the national, state and local levels, serving as a basis for the initial considerations of the findings and recommendations section of the report.

These findings will then be presented to the community at-large to assist in establishing publicly supported goals to meet the athletic facility needs of local citizens, neighbors and regional participants (Phase II).

After the public input session, the Needs Assessment efforts will observe the physical condition of the existing facilities, operations and maintenance methods, and athletic events throughout the spring, summer and early fall periods. These observations will be combined with the initial phase data to provide a set of specific findings and recommendations for:

- Maintaining the facilities generally as they are to meet the current demand
- Opportunities to manage the existing facilities more cost effectively
- Re-development, enhancement and expansion of these programs

Summary of Phase I Assessment

A brief description of the initial Athletic Facilities Needs Assessment is as follows:

- Review of the community programs and input from stakeholder surveys suggests that the athletic program needs of the community are being met in terms of capacity and scheduling, however the quality of the existing facilities is general poor and in need of improvement.
- Demographics and benchmark standards for athletic facilities at the national, state and local levels indicate that Auburn provide enough capacity for athletic programs for a community of its size. Higher level observations of this data support a general trend over the last one and a half to two decades of decreasing overall population, decreasing population of the 0-17 age group and an overall aging population in the northeastern United States, Maine, Androscoggin County and Auburn. Stakeholder enrollment data for the past decade in each of the athletic programs studied also supports these trends as most have remained constant or saw minor decreases. Another key indicator of need for these programs should be considered in light of the Maine Statewide Comprehensive Outdoor Recreation Plan (SCORP) 2009-2014 report. This report notes that an increased diversity of outdoor recreational opportunities and data gathered supporting increased interest in these recreational programs, many of which are more passive outdoor recreation, further lessens the demand on the traditional athletic programs studied as part of this Needs Assessment. This following table shows some of the higher level demographic and benchmark data as it pertains to Auburn's Athletic Facilities:

Location	Year	Population	% of Population Under 18
State of Maine	2012	1,329,191	
	2011		20.3%
	2010	1,328,361	
	2000	1,274,923	23.6%
	1990	1,227,928	

Location	Year	Population	% of Population Under 18
Androscoggin County	2012	107,609	
	2011		22.3%
	2010	107,702	
	2000	103,793	23.9%
	1990	105,259	
Auburn	2011	22,985	22.3%
	2010	23,055	22.1%
	2000	23,203	23.2%
	1990	24,039	
Auburn Schools	2012	3,660	
	2010	3,632	
	2000	3,811	

Based on an approximate total population of 23,000, Auburn's current athletic facilities have been compared to national benchmarking standards from the National Parks and Recreation Association and the American Planners Association, with limited data available from the State of Maine and individual communities. (Further research into comparisons with other Maine communities of comparable size, and or within the surround region of Auburn is being further researched during Phase II)

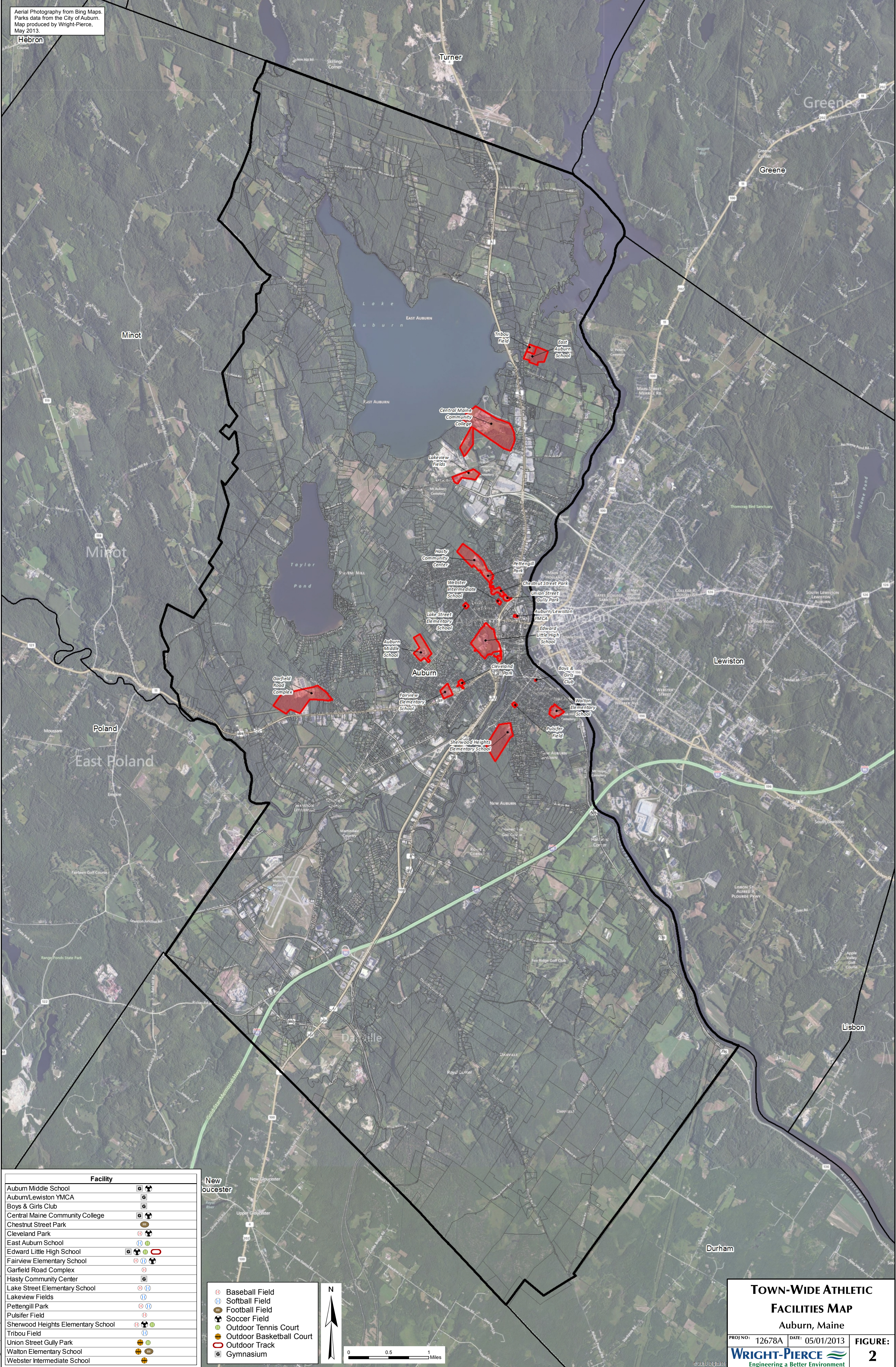
Athletic Program	National Benchmark	Auburn Need	Auburn Current
(Facilities)	(Facility per 1,000 People)	(Per 23,000 Total Pop.)	(Ex. Facilities)
Baseball Fields	0.17	4	12
Outdoor Basketball Courts	0.49	12	3
Softball Fields	0.25	6	7
Soccer Fields	0.22	5	9
Tennis Courts	0.45	10	14
Track and Field	None Available	None Available	1
Rec. Center	0.03	1	3
Acres of Parks/ Athletic Facilities Maintained by the City	13	299	535

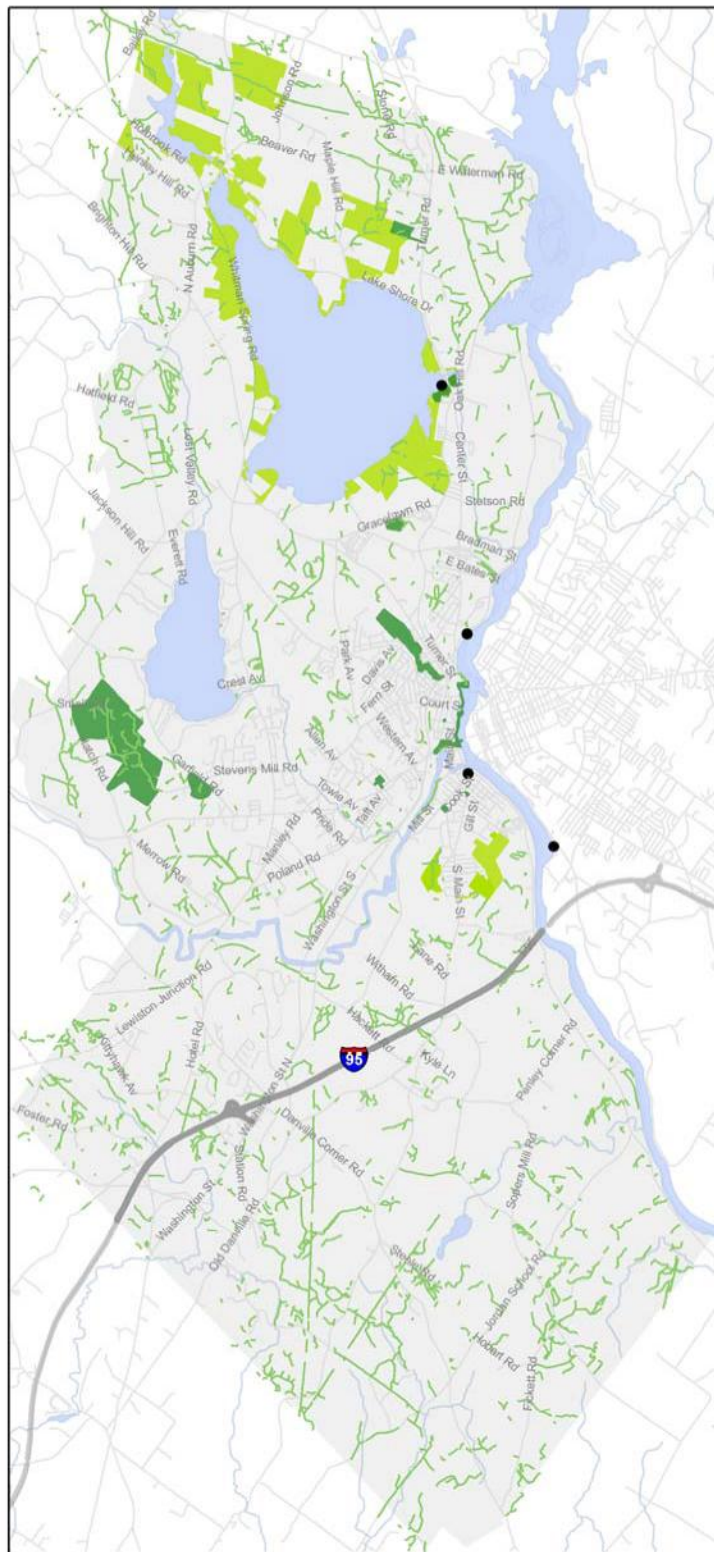
- The Auburn Parks and Recreation Department, Auburn Schools and the YMCA oversee the majority of the athletic programs located at multiple sites throughout the community and the Parks and Recreation Department manages most of the facilities that host these programs. Coordination of all of these facilities presents challenges in terms of scheduling of events, maintenance and in terms of increased vehicular trip generation and parking demands.
- Of the three stakeholders listed above, the YMCA and the Auburn School department have been investigating opportunities to develop new athletic facilities and the YMCA has purchased a new parcel of land within the community to potentially replace and improve existing facilities within the community or to expand upon them.

- The private athletic programs including Little League Baseball / Softball and LAYSA are operating at a self-sufficient effort and don't have any near term plans for expansion of their operations.
- All stakeholders appreciated being included in the Needs Assessment efforts and indicated support for a comprehensive approach to better manage and provide for the athletic program needs of the community.

Summary of Phase II Assessment

- Public Input Session is anticipated to be held towards the end of May
- Assessment of each existing athletic facility's physical conditions, operations and maintenance, and athletic events programs will be evaluated throughout the spring, summer and early fall.





City of Auburn
Comprehensive Plan Update 2008

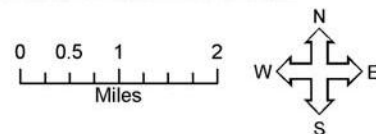
Figure R-2

Recreation Connectivity: Trails*, Parks, and Conservation Land**

- Conservation Land
- Park
- Path-Trail
- Boat Launch

*Trails include all identified public and private paths.

**This map represents most recreational areas based on 2006 Auburn GIS data.





City Council Workshop Information Sheet

City of Auburn

Council Workshop Date: 5/6/2013

Item B

Author: Ravi Sharma, Parks & Recreation Director

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

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

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

Subject: Outlet Beach Operational Plan

Information: Per request, we have developed an operational plan that outlines the operating procedures for the beach for the 2013 season. This document addresses items such as: opening date, hours of operation, lifeguards, water testing, capital expenses and concessions. Additionally, we have developed another plan that could also be implemented.

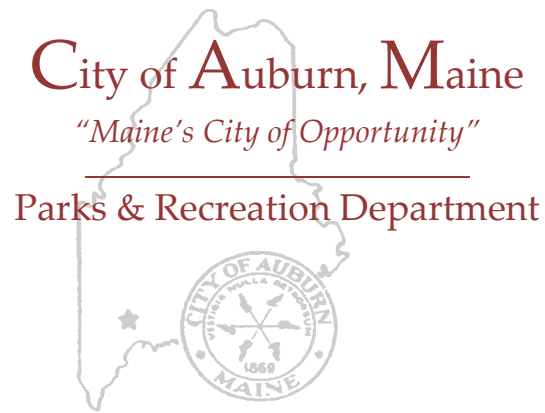
Financial:

Action Requested at this Meeting: Discussion

Previous Meetings and History: 11/5/2102 - Beach Update and Planning Process, 2/25/2013 Beach Assessment.

Attachments: 2013 Municipal Beach Operating Plan, 2013 Municipal Beach Operating Plan B.

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



The purpose of this document is to outline the 2013 Municipal Beach operating procedures, beginning June 15th, 2013 through September 2nd 2013.

- Opening day of the beach will be Tuesday, July 2nd.
- The primary purpose for the delayed opening is wildlife services recommends keeping the outlet beach park closed to the public in 2013, until after the geese molt and are captured. This action will greatly increase the success of a goose roundup and help to ensure that money isn't wasted in mobilizing staff and resources on a day that the geese aren't present.
- The beach will close Tuesday, September 3rd.
- The beach will be closed to the public on all Mondays, except for Labor Day.
- Hours of operation will be Tuesday through Sunday, 10:00 a.m. – 6:00 p.m.
- Beach entry will be free of charge.
- There will be no lifeguard on duty; swimming is strictly at the users' own risk.
- Water testing will begin on Saturday, June 15th, in preparation for opening day. Tests performed by the Auburn Water District are at a rate of \$32 per test.
- Water testing will be done daily, and water quality reporting will be available 24 hours after the sample is taken.
- Two bacteria types will be tested for, Enterococci and E. coli. Maximum threshold limits for presence of these bacteria will be: Enterococci – 60 cfu/100ml, E. coli – 190 cfu/100ml. These standards have been adopted from the 2012 EPA Recreational Water Quality Criteria recommendations.
- Should the maximum thresholds limits be exceeded for either bacterium, the beach will have a mandatory 48 hour closure. Notification of beach closure will be made through the City website only.

- One capital project will be performed utilizing CDBG funds before opening day; installation of beach volleyball courts.
- The concession stand will be bid out through the formal RFP process.
- The Lessee of the concession stand will be responsible for the concessions area, collecting water samples, transporting water samples to the testing lab and other miscellaneous duties.



The purpose of this document is to outline the 2013 Municipal Beach operating procedures, beginning June 15th, 2013 through September 2nd 2013.

- Opening day of the beach will be Saturday, June 22nd.
- Problem geese would not be addressed; no birds would be removed from the property.
- The beach will close Tuesday, September 3rd.
- The beach will be closed to the public on all Mondays, except for Labor Day.
- Hours of operation will be Tuesday through Sunday, 10:00 a.m. – 6:00 p.m.
- Beach entry will be free of charge.
- There will be no lifeguard on duty; swimming is strictly at the users' own risk.
- Water testing will begin on Saturday, June 15th, in preparation for opening day. Tests performed by the Auburn Water District are at a rate of \$32 per test.
- Water testing will be done daily, and water quality reporting will be available 24 hours after the sample is taken.
- Two bacteria types will be tested for, Enterococci and E. coli. Maximum threshold limits for presence of these bacteria will be: Enterococci – 60 cfu/100ml, E. coli – 190 cfu/100ml. These standards have been adopted from the 2012 EPA Recreational Water Quality Criteria recommendations.
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- One capital project will be performed utilizing CDBG funds before opening day; installation of beach volleyball courts.
- The concession stand will be bid out through the formal RFP process.

- The Lessee of the concession stand will be responsible for the concessions area, collecting water samples, transporting water samples to the testing lab and other miscellaneous duties.



City Council Workshop Information Sheet

City of Auburn

Council Workshop Date: May 6, 2013

Item C

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

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: Authorization from City Council to move forward with an Office of Community Oriented Policing Services (COPS) Hiring Program grant to hire two police officers for the City of Auburn.

Information: The Office of Community Oriented Policing Services (COPS) Hiring Program has opened the solicitation process for agencies to hire police officers for a 3 year period with a commitment by the city to retaining the positions for a fourth year. Applying for 2 positions will provide the department an opportunity to form a Traffic Enforcement Team that will assist us in achieving the City Council goal of enhancing traffic enforcement throughout the city.

The maximum federal share is \$125,000 per officer position for the 3 years. This wage and benefit amount is equivalent to 75% of the total cost. The city must provide a 25% match. There will be no expense to the city in the first year of the grant - we will receive 100% reimbursement of the expenditures. There will be a reduction in salary reimbursement in subsequent years 2 and 3.

While this is a competitive grant application, the Auburn Police Department has been successful in past years. Two positions were approved in 1998 and two in 2009. It is possible that we would only be awarded one position.

Financial: 25% match towards salary and benefits for each of the 2 police officer positions over a 3 year period.

Action Requested at this Meeting: Authorization from City Council to move forward with a COPS Hiring Program grant to hire two police officers for the City of Auburn for the formation of a Traffic Enforcement Team that will assist the department in achieving the City Council goal of enhancing traffic enforcement throughout the city.

Previous Meetings and History: Approvals in 1998 and 2009 to move forward with grant applications.

Attachments: Memo

**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: Clint Deschene, City Manager
From: Phillip L. Crowell, Jr., Chief of Police
Date: April 25, 2013
Re: COPS Hiring Grant Application May 2013

The Office of Community Oriented Policing Services (COPS) has announced a solicitation for the 2013 COPS Hiring Program. The solicitation must be completed and submitted by Wednesday, May 22, 2013. The grant will allow agencies to hire police officers for a three year period with a commitment by the city to retain the positions for a fourth year.

The Auburn Police Department is seeking approval from City Council to apply for two positions which will provide the department an opportunity to form a Traffic Enforcement Team that will assist us in achieving the City Council goal of enhancing traffic enforcement throughout the city.

The maximum grant award for each police officer position is \$125,000 over a three year period. Federal funding for wages and benefits may only be equivalent to 75% of the total costs. The city must provide a 25% match.

It must be noted that while we will apply for two officer positions, there is the likelihood that only one position will be funded.

I have outlined the total salary and benefit costs for two officer positions. The cost shares for the COPS grant and City of Auburn, as well as the reimbursements we can expect in each fiscal year, are outlined below.

TOTAL 3 YEAR COST	FY 2014 COST SHARE	FY 2015 COST SHARE	FY 2016 COST SHARE	TOTALS
FEDERAL SHARE	\$ 136,100.00	\$ 68,340.00	\$ 45,560.00	\$ 250,000.00
AUBURN SHARE	\$ -	\$ 72,703.00	\$ 101,300.00	\$ 174,003.00
TOTALS	\$ 136,100.00	\$ 141,043.00	\$ 146,860.00	\$ 424,003.00



City Council Workshop Information Sheet

City of Auburn

Council Workshop Date: 05/06/2013

Item D

Author: Geoffrey Low, Deputy Fire Chief

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: Assistance to Firefighters Grant (AFG)

Information: On 04/26/2013 the Auburn Fire Department was awarded AFG monies from the Federal Emergency Management Agency in the sum of \$86,074. This is the first time we have been awarded funds in this highly competitive process despite making several attempts over the past several years. If accepted these funds will go to replace aging portable and mobile communications equipment.

Financial: In total the amount awarded in the grant package is \$95,637. The Federal share is 90 percent or \$86,074 of the approved amount and the city's share is 10 percent \$9,563.

Action Requested at this Meeting: It is requested that the Council approve the acceptance of the money awarded to the fire department through the AFG.

Previous Meetings and History: None

Attachments: 1. Memo to Chief Roma; 2. Grant award package

*Agenda items are not limited to these categories.

Memo

To: Chief Frank Roma
From: DC Low
Date: 4/30/2013
Re: Assistance to Firefighters Grant

I am pleased to announce that today I received formal notification that the Department of Homeland Security has awarded an Assistance to Firefighters Grant (AFG) to the Auburn Fire Department. In total, the grant package is worth \$95,637 at a 90/10 split with the city being responsible for \$9,563 and the Federal Government contributing \$86,074. There are three ways that the city can arrange to pay their share of the grant. First, they can split invoices until the city share is expended. After that point, the entire invoice would be paid out of federal money. Second, the city can cover its share up front before tapping into the federal money. Lastly, the city can expend all of the federal money first. If the city chooses to utilize the last option, it should be done with caution. If the city fails to pay out their portion, the balance of their commitment will need to be returned to the government. We have one year to expend the allotted grant money.

This particular grant process began in July of 2012 when I was contacted by the Federal Emergency Management Agency (FEMA) and asked if we would like to participate in a mentoring program. After speaking with Chief Crowell, who was my supervisor and Acting Assistant City Manager, I accepted the offer and began working on the grant package. Auburn's history of receiving AFG money has been extremely poor to nonexistent and was the reason for Auburn being offered a spot in the mentoring program.

After speaking with the fire department staff, it became evident that communications equipment should be the focus of this grant. Warnings about the continued serviceability and frailty of our communications equipment had been issued to me as early as 2010 when I served as the Acting Fire Chief. According to the firefighter in charge of communications, warnings had also been issued prior to this but had not been addressed. While the equipment currently in place is still serviceable, it is rapidly becoming obsolete with several pieces no longer being able to be repaired once they break.

While radios have been a known concern over the past few years, they have not been included in our capital requests. Other issues such as apparatus, hose, station repair, and other items have taken priority. By accepting this grant we will not have to bring forward a capital package for this type of communications equipment within the next few years. Additionally, it will help us avoid spreading the purchase of this equipment out over several years in the operational budget, which would ultimately result in a higher purchase cost.

U.S. Department of Homeland Security
Washington, D.C. 20472



FEMA

Mr. Geoffrey Low
Auburn Fire Department
550 Minot Avenue
Auburn, Maine 04210-4390

Re: Grant No.EMW-2012-FO-04542

Dear Mr. Low:

On behalf of the Federal Emergency Management Agency (FEMA) and the Department of Homeland Security (DHS), I am pleased to inform you that your grant application submitted under the FY 2012 Assistance to Firefighters Grant has been approved. FEMA's Grant Programs Directorate (GPD), in consultation with the U.S. Fire Administration (USFA), carries out the Federal responsibilities of administering your grant. The approved project costs total to \$95,637.00. The Federal share is 90 percent or \$86,074.00 of the approved amount and your share of the costs is 10 percent or \$9,563.00.

As part of your award package, you will find Grant Agreement Articles. Please make sure you read and understand the Articles as they outline the terms and conditions of your grant award. Maintain a copy of these documents for your official file. **You establish acceptance of the grant and Grant Agreement Articles when you formally receive the award through the AFG online system.** By accepting the grant, you agree not to deviate from the approved scope of work without prior written approval from FEMA.

If your SF 1199A has been reviewed and approved, you will be able to request payments online. Remember, you should request funds when you have an immediate cash need.

If you have any questions or concerns regarding the awards process or how to request your grant funds, please call the helpdesk at 1-866-274-0960.

Sincerely,

A handwritten signature in black ink, appearing to read "Timothy W. Manning".

Timothy W. Manning
Deputy Administrator for National Preparedness and Protection

Agreement Articles

**FEMA**U.S. Department of Homeland Security
Washington, D.C. 20472**AGREEMENT ARTICLES****ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM - Operations and Safety program****GRANTEE:** Auburn Fire Department**PROGRAM:** Operations and Safety**AGREEMENT NUMBER:** EMW-2012-FO-04542**AMENDMENT NUMBER:****TABLE OF CONTENTS**

Article I	Project Description
Article II	Grantee Concurrence
Article III	Period of Performance
Article IV	Amount Awarded
Article V	Financial Guidelines
Article VI	Prohibition on Using Federal Funds
Article VII	GPD Allocations
Article VIII	Financial Reporting
Article IX	FEMA Officials
Article X	Central Contractor Registration (CCR)

Article I - Project Description

The purpose of the Assistance to Firefighters Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the grantee's project submitted as part of the grantee's application, and detailed in the project narrative as well as the request details section of the application - including budget information - is consistent with the program's purpose and worthy of award. Therefore, the grantee shall perform the work described in the approved grant application as itemized in the request details section of the application and further described in the grant application's narrative. These sections of the application are made a part of these grant agreement articles by reference. The grantee may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval from FEMA.

Article II - Grantee Concurrence

By providing the Primary Contact's electronic signature and indicating acceptance of the award, the grantee accepts and agrees to abide by the terms and conditions of the grant as set forth in this document and the documents identified below. Grantees agree that they will use the funds provided through the Fiscal Year 2012 Assistance to Firefighters Grant Program in accordance with these Articles of Agreement and the program guidelines provided in the Fiscal Year 2012 Assistance to Firefighters Grant program guidance. All documents

submitted as part of the application are made a part of this agreement by reference.

Article III - Period of Performance

The period of performance shall be from **17-APR-13 to 16-APR-14**.

Article IV - Amount Awarded

The amount of the award is detailed on the Obligating Document for the Award attached to these articles. Following are the budgeted estimates for each object class of this grant (including Federal share plus grantee match):

Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$91,267.00
Supplies	\$50.00
Contractual	\$4,320.00
Construction	\$0.00
Other	\$0.00
Indirect Charges	\$0.00
Total	\$95,637.00

NEGOTIATION COMMENTS IF APPLICABLE

Any questions pertaining to the award package, please contact the GPD Grants Management Specialist: Ramesa Pitts at Ramesa.Pitts@dhs.gov

Article V - Financial Guidelines

The grantee and any subgrantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to FEMA grants are listed below:

A. Administrative Requirements

1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations (OMB Circular A-110)

B. Cost Principles

1. 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)
2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
3. 2 CFR Part 230, Cost Principles for Nonprofit Organizations (OMB Circular A-122)
4. Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

C. Audit Requirements

1. OMB Circular A-133, Audits of States, Local Governments, and Nonprofit Organizations

Article VI - Prohibition on Using Federal Funds

Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

Article VII - GPD Allocations

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2012 Assistance to Firefighters Grant Program guidance and application kit.

Article VIII - Financial Reporting

Recipients of any Assistance to Firefighters Grants will be required to submit a semi-annual Federal Financial Report (FFR) via the automated system on the Standard Form 425. The FFR is intended to provide Federal agencies and grant recipients with a standard format and consistent reporting requirements throughout the government. The FFR, to be submitted using the online e-grant system, will be due semi-annually based on the calendar year beginning with the period after the award is made. Grant recipients will be required to submit a FFR throughout the entire period of performance of the grant.

The reporting periods for the FFR are January 1 through June 30 (Report due by July 31), and July 1 through December 31 (Report due by January 30).

At the end of the grant's period of performance, all grantees are required to produce a final report on how the grant funding was used and the benefits realized from the award. Grantees must submit a final financial report and a final performance report within 90 days after the end of the period of performance.

Article IX - FEMA Officials

Program Officer: Catherine Patterson is the Program Officer for the Assistance to Firefighters Grant Program. The Program Officer is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application.

Grants Assistance Officer: Andrea Day is the Assistance Officer for this grant program. The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

Grants Management Division POC: The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

Article X - Central Contractor Registration (CCR)

Recipients of an AFG grant are required Central Contractor Registration (CCR) in the SAM.gov system. Active registration in the Central Contractor Registry ensures grantees are compliant with Federal regulations under Federal Financial Accountability and Transparency Act (FFATA). CCR registration is free, and may take up to 5 to 10 business days to process. For help with registering in the CCR, please visit SAM.gov for more information.

**FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT**

1a. AGREEMENT NO. EMW-2012-FO-04542	2. AMENDMENT NO. 0	3. RECIPIENT NO. 01-6000018	4. TYPE OF ACTION AWARD	5. CONTROL NO. W279230N
6. RECIPIENT NAME AND ADDRESS Auburn Fire Department 550 Minot Avenue Auburn Maine, 04210-4390	7. ISSUING OFFICE AND ADDRESS Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 POC: Andrea Day	8. PAYMENT OFFICE AND ADDRESS FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472		
9. NAME OF RECIPIENT PROJECT OFFICER Geoffrey Low	PHONE NO. 2073336601X2086	10. NAME OF PROJECT COORDINATOR Catherine Patterson	PHONE NO. 1-866-274-0960	
11. EFFECTIVE DATE OF THIS ACTION 17-APR-13	12. METHOD OF PAYMENT SF-270	13. ASSISTANCE ARRANGEMENT Cost Sharing	14. PERFORMANCE PERIOD From:17-APR-13 To:16-APR-14	

Budget Period
From:01-NOV-12 To:30-SEP-13

15. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMMULATIVE NON-FEDERAL COMMITMENT
AFG	97.044	2013-1C-C111-P4000000-4101-D	\$0.00	\$86,074.00	\$86,074.00	\$9,563.00
TOTALS			\$0.00	\$86,074.00	\$86,074.00	\$9,563.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Assistance to Firefighters Grant recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
N/A

DATE
N/A

18. FEMA SIGNATORY OFFICIAL (Name and Title)
Andrea Day

DATE
16-APR-13

[Go Back](#)



City Council Workshop Information Sheet

City of Auburn

Council Meeting Date: May 6, 2013

Item E

Author:

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: Resolve supporting a spending freeze and emergency reserve

Information:

Financial:

Action Requested at this Meeting: Discussion with action to follow during the Council Meeting

Previous Meetings and History:

Attachments:

Proposed savings from FY13 budget
Order 33-05062013

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

**SUMMARY OF PROPOSED SAVINGS FROM FY 13 BUDGET
THROUGH JUNE 30, 2013**

Department	Account Name	Ranking	Amount	Totals
Assessing				
	Advertising	1	\$ 200	
	Vehicle Repairs	1	\$ 300	
	Training & Tuition	1	\$ 2,100	
	Travel-Mileage	1	\$ 263	
	Office Supplies	1	\$ 150	\$ 3,013
City Clerk				
	Wardens & Ward Clerks	1	\$ 3,700	
	Office Supplies	2	\$ 600	
	Voting Machines	1	\$ 383	
	Repairs-Equipment	3	\$ 500	
	General & Professional Services	1	\$ 1,500	\$ 6,683
City Manager				
	Regular Salaries	1	\$ 25,000	
	Training & Tuition	1	\$ 4,034	
	Travel-Mileage	1	\$ 3,000	
	Special Events	1	\$ 1,976	
	Dues & Subscriptions	1	\$ 1,072	
	Telephone	1	\$ 1,000	\$ 36,082
Engineering				
	Water Quality	1	\$ 2,500	
	Vehicle Repairs	1	\$ 400	
	Equipment Repairs	1	\$ 1,000	
	Training & Tuition	1	\$ 2,000	
	Travel-Seminar	1	\$ 400	
	Operating Supplies	1	\$ 1,400	
	Maintenance Supplies	1	\$ 1,000	
	MV Supplies	1	\$ 500	
	Gas & Oil	1	\$ 1,000	
	Telephone	1	\$ 1,000	\$ 11,200
Finance				
	Regular Salaries	1	\$ 7,500	
	Training & Tuition	1	\$ 200	
	Dues & Subscriptions	1	\$ 500	

	TIF Transfer Out	1	\$ 28,195	\$ 36,395
Fire				\$ -
Fringe Benefits				\$ 200,000
Health & Human Services				
	Training & Tuition	1	\$ 115	
	Travel-Seminars	2	\$ 200	
	Dues	1	\$ 30	\$ 345
Human Resources				
	Professional Development	1	\$ 1,475	
	Testing	1	\$ 1,000	
	Operating Supplies	1	\$ 1,300	\$ 3,775
ICT				
	Repairs	1	\$ 1,500	
	Training	3	\$ 2,100	
	Travel-Mileage	3	\$ 290	
	Travel-Seminar	1	\$ 2,720	
	Computer Hardware	3	\$ 11,000	
	Computer Software	1	\$ 7,000	
	Software Licensing	1	\$ 24,000	\$ 48,610
Library				
	Various Line Items	1	\$ 5,706	
	Various Line Items	2	\$ 2,750	
	Various Line Items	3	\$ 5,000	\$ 13,456
Parks & Recreation				
	Testing	1	\$ 894	
	Uniform Allowance	2	\$ 1,254	
	Office Supplies	3	\$ 584	
	Maintenance Supplies	3	\$ 1,843	
	Traffic Safety Supplies	3	\$ 600	
	Safety Equipment	3	\$ 429	
	Small Tools	2	\$ 1,504	
	MV Supplies-Tires/Tubes	1	\$ 1,475	
	Gas & Oil	3	\$ 8,463	
	MV Supplies-Plow/Grader Blades	1	\$ 986	
	Water/Sewer-Festival Plaza	1	\$ 4,000	
	Heating Fuel	3	\$ 22,326	
	Building Repairs	3	\$ 1,105	
	Vehicle Repairs	3	\$ 2,061	
	Equipment Repairs	3	\$ 2,016	
	Facilities Repairs	2	\$ 1,500	
	Mileage Reimbursement	3	\$ 177	

Dues & Subscriptions	3	\$	295	
Community Programs	3	\$	1,400	
Training & Tuition	2	\$	2,950	\$ 55,862

Planning

Regular Salaries	1	\$	25,000	
Overtime	1	\$	500	
PS-General	1	\$	1,000	
Vehicle Repairs	1	\$	200	
Repairs & Supplies	1	\$	2,210	
Telephone	1	\$	1,000	\$ 29,910

Police

Regular Salaries	1	\$	36,698	
Educational Incentive	2	\$	7,135	
Uniform Allowance	1	\$	5,309	
OSHA Safety Costs	1	\$	887	
OT Vac Replacement	1	\$	11,090	
OT Sick Replacement	1	\$	7,240	
OT Mandatory Training	1	\$	303	
OT Court	1	\$	3,860	
Testing	1	\$	1,582	
Training & Tuition	1	\$	16,075	
Travel	1	\$	850	\$ 91,029
Less Overages				\$ (38,585)
Net Savings				\$ 52,444
Net Revenue Increase				\$ 44,314
Total Reduction				\$ 96,758

Public Works

Regular Salaries	3	\$	30,000	
Centerline & Crosswalk Stiping	1	\$	8,000	
Pre-Mix Asphalt	3	\$	15,000	
Guard Rail Replacement	2	\$	20,000	
Scrap Metal Sale		\$	12,000	\$ 85,000

Total Identified				\$ 613,633
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Additional Monies Identified

Emergency Reserve				\$ 300,000
Overlay: Less Abatements (incl Lowes)				\$ 228,055

GRAND TOTAL IDENTIFIED				\$ 1,141,688
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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 33-05062013

Whereas, the FY 2014 property tax commitment calculated revenue from BETE/BETR and Homestead twice;

Whereas, this error inflated non-property tax revenue, reducing tax commitment by \$1,732,413 dollars;

Whereas, it is the decision of the City to not issue a supplemental tax bill, and adopt all measures in remaining expenses in FY 2014;

Whereas, use of Emergency Reserve requires Council action pursuant to Charter Section 8.7 and 8.12;

Therefore, be it hereinafter ordered that the City Council of the City of Auburn authorize the use of overlay in the amount of \$228,055 and Emergency Reserve, that otherwise would pass to undesignated general fund balance, in the amount of \$300,000 to reduce the tax commitment shortfall.



City Council Workshop Information Sheet

City of Auburn

Council Workshop Date: May 6, 2013

Item F

Author: Roland G. Miller, Director of Community & Economic Development

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: Rolly's Diner property conveyance.

Information: The City Council approved a land swap on 6-4-12. The addition is now designed and we find that the plans will require an amendment to expand the amount of land originally granted in order to comply with zoning requirements. Approval of this amendment will allow for the transfer of the additional land (shaded on the map) and allow the construction of the addition to occur on a portion of the previously transferred parcel (only to the extent shown on the map). Please note that the same use restrictions that were originally agreed to will apply (no building in the newly granted area) in the new land to be transferred. The proposed land swap allows the city to extend access to the Little Androscoggin River in New Auburn, and also allows for expansion of Rolly's Diner, a long-standing local business and landmark.

Financial: The agreement resulted in a pure land swap, with no money exchanging hands. However, the agreement obligates the city to demolish a portion of a storage/garage structure, and to construct a new wall closing off the remaining portion of the building, which will continue to be used as storage. This will be done as funds are made available through the municipal budget process.

Action Requested at this Meeting: Authorize the City Manager to sign the proposed transfer of additional land, and modify any other documents which will be necessary to realize this expansion.

Previous Meetings and History: May 14, 2012, June 4, 2012.

Attachments:

- Executed Agreement
- 6/4/2012 Order 37-06042012
- New map and legal description of land to be transferred

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

REAL ESTATE EXCHANGE AGREEMENT

This Agreement made this 4th day of June, 2012, by and between the CITY OF AUBURN, a municipality organized and existing under the laws of the State of Maine (hereinafter referred to as "Auburn") and R & K PROPERTIES, LLC, a limited liability company organized and existing under the laws of the State of Maine (hereinafter referred to as "R&K.")

1. CITY OF AUBURN PARCEL:

a. Subject to other applicable provisions of this agreement, and to the terms of an Order of the Auburn City Council authorizing the transaction contemplated herein, Auburn will convey a portion of the land located at 8 South Main Street, in Auburn, Androscoggin County, State of Maine (Auburn tax and parcel Identification number: 221-074) to R&K. The portion of this property to be conveyed is more particularly described in the map and property description attached and incorporated hereto as Exhibit A.

b. Auburn and R&K agree that the property described in Exhibit A is to be conveyed to R&K subject to a conservation easement which shall provide that there remains in this property a public right of access with which R&K nor its successors, heirs, assigns, lessors or tenants shall not interfere or impede.

i. Auburn and R&K agree, however, that R&K shall be allowed to create a pad of concrete or asphalt at the farthest eastern portion of the conveyed property on which R&K shall be permitted to place garbage and recycling receptacles.

2. R&K PARCEL:

a. Subject to other applicable provisions of this agreement, and to the terms of an Order of the Auburn City Council authorizing the transaction contemplated herein, R&K will convey a portion of the land located at 87 Mill Street, in Auburn, Androscoggin County, State of Maine (Auburn tax and parcel Identification number: 221-076) to Auburn. The portion of this property to be conveyed is more particularly described in the map and property description attached and incorporated hereto as Exhibit B.

b. Auburn and R&K agree that the City of Auburn shall be responsible for demolition and removal of the portion of the existing building which extends onto the property described in Exhibit B, including construction of a new wall to close off the remaining portion of the building, and for filling all sub-grade areas adjacent to the building to grade, including those areas outside of the property boundaries described in Exhibit B.

i. Auburn will construct the wall described above in a manner that is complementary and consistent with the style and character of the undemolished portion of the building.

3. CONSIDERATION: Auburn and R&K agree that this real estate exchange serves to reconfigure each party's land holdings and thereby enhances the value of the property currently owned by each party.

R&K's current property holdings lack sufficient space to allow for expansion of the existing business and for the set-backs required by the City of Auburn's zoning ordinance. Presently, Auburn's property lacks access along the Little Androscoggin River necessary to complete implementation of the city's Comprehensive Plan, which calls for public access to the riverfront areas of New Auburn. Each party agrees that this exchange has been negotiated fairly with each party's interests in mind. Each party further agrees that the land they receive under this exchange represents the entire compensation due to each party for their respective land being conveyed, and that this compensation has significant legal value.

4. **CLOSING:** The closing shall take place no later than 30 days following the execution of this Agreement, and shall take place at Auburn Hall, 60 Court Street, Auburn, Maine, or at any other such place that the parties may mutually select.

5. **TITLE:** Title to property shall be good and marketable as determined by the attorneys for the R&K and Auburn under applicable Maine State Bar Association Title Standards, and in the event of any defect discovered by said attorneys is sufficient to make the title to either property unmarketable in its judgment, then the party conveying the affected property shall have 30 days from notification to remove the defect. In the event that it is unable to cure the defect, the other party may extend the time within which to cure the defect, or cancel this agreement in which case each party shall be relieved from and against any further liability to each other.

6. **POSSESSION:** Possession shall be given to the both parties at the closing of the sale hereunder.

7. **INSURANCE:** In the event that the property is damaged by fire or other casualty before the closing of this transaction, the affected party may terminate this agreement. In the event that the party determines not to terminate this agreement, Auburn and R&K shall negotiate in good faith regarding the value of the Premises subject to any damage. Should the parties fail to agree as to the price of the Premises subject to the damage, the agreement shall be terminated and the parties shall have no further liability one to the other.

8. **PRORATION:** Taxes for the current municipal fiscal year on the property conveyed to R&K and more particularly described in Exhibit A shall be prorated as of the date of the closing of the sale hereunder.

9. **BROKER'S COMMISSION:** R&K and Auburn represent that neither party is obligated to pay any commission or brokerage fee to anyone in connection with the transaction contemplated herein.

10. **DEFAULT:** Should R&K fail to perform any act that R&K is obligated to perform hereunder, this agreement shall, at the option of Auburn, be terminated. In the event of a failure on the part of Auburn to perform any act that Auburn is obligated to perform hereunder, this agreement shall, at the option of R&K, be terminated.

11. **COSTS:** Auburn shall be responsible for all pre-closing and closing costs related to the parcel to be conveyed from R&K to Auburn. R&K shall be solely responsible for all pre-closing and closing costs related to the parcel to be conveyed from Auburn to R&K.

12. **ASSIGNMENT:** Neither R&K nor Auburn may assign or delegate any rights, duties or obligations created under this agreement unless both parties agree to allow such assignment or delegation.

13. **CONTINGENCIES:** This agreement is contingent on the following, both of which must be completed prior to closing:

a. The City shall provide a Zoning Confirmation Letter stating that once the parties meeting the obligations herein, R&K will be able to build an expansion onto the existing Rolly's Diner business at 87 Mill Street utilizing the property described in paragraph 1 of this agreement as side set-back of twenty-five (25) feet, and can also build to a front setback of zero (0) feet from the South Main Street right-of-way.

b. R&K and Auburn will reach an agreement regarding liability for the property conveyed from Auburn to R&K, which may or may not provide for indemnification.


14. **MISCELLANEOUS:**

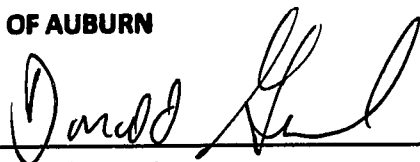
a. This agreement shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

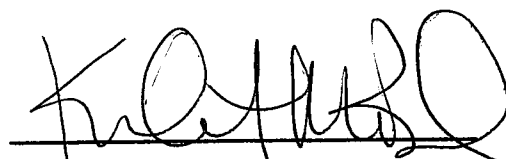
b. This agreement constitutes the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements, written or oral, between the parties. This agreement may not be altered or amended except by written instrument executed by both R&K and Auburn.

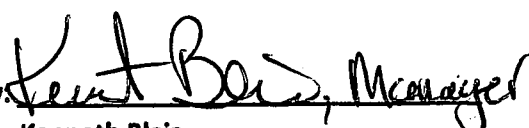
c. This agreement shall be governed by and its terms construed in accordance with the laws of the State of Maine.

IN WITNESS WHEREOF, the parties have executed this agreement on this 4th day of June, 2012.


Witness

CITY OF AUBURN
By: 
Donald Gerrish
Interim City Manager


Witness

R & K PROPERTIES, LLC
By: 
Kenneth Blais
Manager

Description
Proposed sale of property to R & K Properties
Portion of PID 221-074, 8 South Main Street

Beginning on the easterly line of South Main Street at the northwesterly corner of property as described in the deed of Virginia I. Allain to R & K Properties, LLC, date August 24, 2005 and recorded at the Androscoggin County Registry of Deeds in Book 6481, Page 313;

Thence easterly along the northerly line of R & K Properties, LLC, seventy-five (75) feet, more or less, to the northwesterly line of Lot 2 in Block 1 as shown on a plan entitled "Plan of Land for the Little Androscoggin Water Power Company made by J. A. Jones," dated 1885 and recorded at said Androscoggin County Registry of Deeds in Book of Plans, Volume 1, Number 62; said northwesterly line of Lot 2 being the same as the northwesterly line of Parcel 1 as described in the deed of Edwina Pontbriand to R & K Properties, LLC, dated October 13, 1998 and recorded at said registry in Book 4088, Page 15;

Thence northeasterly along the northwesterly line of Lot 2, forty-nine (49) feet, more or less, to the southwesterly line of Lot 4 in Block 1 as shown on said Little Androscoggin Water Power Company plan, said Lot 4 being the same property as described in the deed of Gerald R. Pontbriand & Edwina Pontbriand to R & K Properties, LLC, dated July 8, 1999 and recorded at said registry in Book 4345, Page 185,

Thence northwesterly along the southwesterly line of Lot 4, twenty-five (25) feet;

Thence southwesterly along a line twenty-five (25) feet from and parallel to the northwesterly line of Lot 2, forty-four (44) feet, more or less, to the intersection with a line twenty-five (25) feet northerly of and parallel to the first course as described above;

Thence westerly along said line twenty-five (25) feet northerly of and parallel to the first course as described above, sixty-eight (68) feet, more or less to the easterly line of South Main Street;

Thence southerly along the easterly line of South Main Street, twenty-five (25) feet, more or less to the point of beginning.

Said parcel containing 2955 square feet, more or less, and being a portion of the property as described in the deed of Edward C. Lord to Progressive Baking Co., dated December 12, 1986 and recorded in said Registry in Book 2026, Page 330.

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

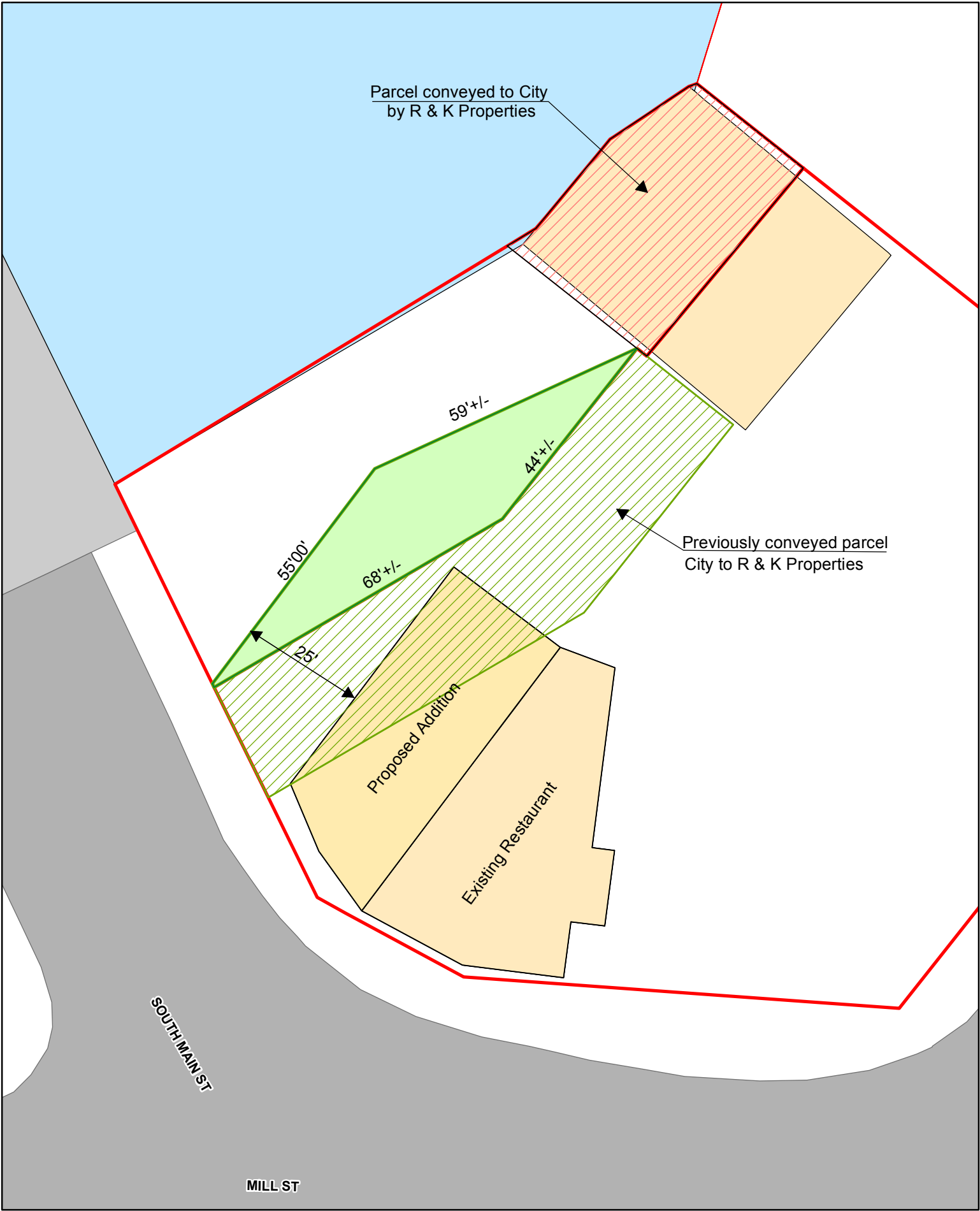
IN CITY COUNCIL

ORDER 37-06042012

ORDERED that the City Manager is hereby authorized to execute any and all documents necessary to complete the transfer and acquisition of land to and from R&K Properties, LLC.

Rolly's Diner

1" = 25'



Parcel Description
City of Auburn to R & K Properties

Beginning on the easterly line of South Main Street at the northwesterly corner of land as described in deed of the City of Auburn to R & K Properties, LLC, date August 6, 2012 and recorded at the Androscoggin County Registry of Deeds in Book 8467, Page 305;

Thence northerly along the easterly line of South Main Street to the intersection with a line parallel to and twenty-five feet northerly of as measured perpendicular to the northerly exterior foundation wall of an addition to be constructed to the building housing Rolly's Diner;

Thence northeasterly along said line parallel to and twenty-five feet northerly of the northerly foundation wall of said addition and the northeasterly extension thereof, fifty-five (55.00) feet;

Thence easterly fifty-nine feet (59) feet, more or less, to the northerly corner of the land of R & K Properties, LLC, as referenced above;

Thence southwesterly along the land of R & K Properties, LLC, forty-four (44) feet, more or less;

Thence westerly along the land of R & K Properties, LLC, sixty-eight (68) feet, more or less to the point of beginning.

Said parcel containing one thousand three hundred sixty-six (1,366) square feet, more or less, and being a portion of the property as described in the deed of Edward C. Lord to Progressive Baking Co., dated December 12, 1986 and recorded in said Registry in Book 2026, Page 330.

The City of Auburn having acquired interest in said property by virtue of Municipal Tax Liens against Progressive Baking Company, dated May 15, 1992 and recorded in said Registry in Book 2848, Page 40 and May 14, 1993 and recorded Book 3037, Page 262.



City Council Workshop Information Sheet

City of Auburn

Council Workshop Date: May 6, 2013

Item G

Author: Sue Clements-Dallaire, City Clerk

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

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

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

Subject: Updated FY14 City Manager Budget

Information:

Financial:

Action Requested at this Meeting: Discussion – if more time is needed the City Manager recommends this be tabled until the end of the agenda and revisited.

Previous Meetings and History: The city budget was presented to Council at the 4/1/2013 Council meeting, the Public Administration and Economic Development budgets were presented at the 4/8/2013 Workshop, the Library and Joint Agency budgets were presented at the 4/16/2013 Workshop, Public Safety budget presentations were presented at the 4/22/2013 workshop, School Budget, Facility and Transportation Budget Presentations (Public Works, Engineering, Planning and Permitting, Parks and Recreation, Property, Community Programs and Water and Sewer) were presented at the 4/29/2013 workshop.

Attachments:

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



City Council Agenda Information Sheet

City of Auburn

Council Meeting Date: May 6, 2013

Order 27-05062013*

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: Temporary Sign Placement for Safe Voices Walk to End Domestic Violence

Information: Safe Voices (formerly Abused Women's Advocacy Project) will be holding the Walk to End Domestic Violence on Saturday June 15, 2013 at Simard-Payne Police Memorial Park in Lewiston. They are requesting permission to place temporary signs in Auburn approximately two weeks before the event and will remove them the afternoon of the event. The attached letter provides the size of the signs, the content on the signs, and the requested placement.

Financial: N/A

Action Requested at this Meeting: Consider approving this request.

Previous Meetings and History: A yearly request

Attachments:

Letter of request

Order 27-05062013

*Agenda items are not limited to these categories.



Working to End Domestic Violence

Formerly Abused Women's Advocacy Project

Administration Office: P.O. Box 713

Auburn, Maine 04212-0713

Tel (207) 795-6744

Fax (207) 795-6814

Helpline 1-800-559-2927

www.safevoices.org

March 21, 2013

Clinton Deschene, City Manager
Auburn City Council
Auburn Hall
60 Court St
Auburn, ME 04210

Dear Mr. Deschene: *Clint*

Safe Voices, formerly the Abused Women's Advocacy Project (AWAP), will be holding the Walk to End Domestic Violence on Saturday, June 15, 2013 at Simard-Payne Police Memorial Park in Lewiston. The purpose of the walk is to bring awareness to the issue of domestic violence and support the right of every person to feel safe and live free from violence. All money raised will be used to further the mission of Safe Voices. The mission of Safe Voices is to support and Empower those affected by domestic violence and engage the community in creating social change in Androscoggin, Franklin, and Oxford Counties. This event is a major fundraiser for the agency; participants raise money by collecting pledges and walking.

It is my understanding that we need your permission to place small (18 x 24 inch) signs in the medians in Auburn. The ideal time frame would be to place the signs two weeks before the event, approximately May 31, 2013, and remove them after the afternoon of the event June 15, 2013. The signs would read:

"Walk to End Domestic Violence,
Saturday, June 15, 2013
Located at Simard-Payne Police Memorial Park
(207)795-6744
www.safevoices.org"
Our logo will also be included in the sign as well.

Specific areas for sign placement include:

- Corner of Minot Ave and Hotel Rd
- Corner of Court St and Minot Ave
- Corner of Academy St and Main St
- Corner of Court St and Union St
- Corner of Court St and Mount Auburn Ave

Farmington (207) 778-6107 • Norway (207) 743-5806 • Rumford (207) 369-0750

Safe Voices is funded in part by: The Maine Department of Health and Human Services; Maine State Housing; The Tri-Valley, Oxford and Androscoggin United Way; and is a CDBG Assisted Agency of the Cities of Lewiston and Auburn.





Working to End Domestic Violence

Formerly Abused Women's Advocacy Project

Administration Office: P.O. Box 713

Auburn, Maine 04212-0713

Tel (207) 795-6744

Fax (207) 795-6814

Helpline 1-800-559-2927

www.safevoices.org

- Corner of Turner St and Mount Auburn Ave
- Corner of Turner St and Center St
- Overpass entrance and exit from Center St
- Auburn Turnpike exit onto Washington Ave
- Rotary Way (island)

I appreciate your attention to this matter. Please let me know if you require additional information or have questions about our request. I may be contacted by email at jmorrison@safevoices.org or by telephone at (207)795-6744 x 13.

Best Regards,

A handwritten signature in cursive script, appearing to read "Jane Morrison".

Jane Morrison

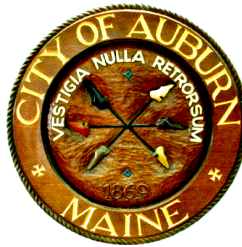
JM/ja

Farmington (207) 778-6107 • Norway (207) 743-5806 • Rumford (207) 369-0750

Safe Voices is funded in part by: The Maine Department of Health and Human Services; Maine State Housing; The Tri-Valley, Oxford and Androscoggin United Way; and is a CDBG Assisted Agency of the Cities of Lewiston and Auburn.



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



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

Jonathan LaBonte, Mayor

IN CITY COUNCIL

ORDER 27-05062013

ORDERED, that Safe Voices (formerly the Abused Women's Advocacy Project) may place temporary signs for its 2013 Walk to End Domestic Violence to be held on Saturday June 15, 2013 at the locations listed below so long as their placement does not affect sight distance for streets or adjacent driveways.

- Corner of Minot Ave. and Hotel Rd.
- Corner of Court St. and Minot Ave.
- Corner of Academy and Main St.
- Corner of Court St. and Union St.
- Corner of Court St. and Mount Auburn Ave.
- Corner of Turner St. and Mount Auburn Ave.
- Corner of Turner St. and Center St.
- Overpass entrance and exit from Center St.
- Auburn Turnpike exit onto Washington Ave.
- Rotary Way (Island)



City Council Agenda Information Sheet

City of Auburn

Council Meeting Date: May 6, 2013

Order 28-05062013*

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: Setting the time for opening the polls for the June 11, 2013 School Budget Validation Referendum Election

Information: State law requires the Municipal Officers to set the time to open the polls for each election. It is recommended that the polls open at 7:00 A.M. in Auburn for the June 11, 2013 School Budget Validation Referendum Election which will be consolidated to one polling place, Auburn Hall, as voted on by Council on 1/22/2013.

Financial: N/A

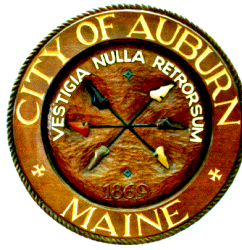
Action Requested at this Meeting: Recommend passage to set the time to open the polls to 7:00 A.M. for the June 11, 2013 School Budget Validation Referendum Election.

Previous Meetings and History: Council set the date of the election (June 11, 2013) on 1/22/2013.

Attachments: Order 28-05062013

*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 28-05062013

ORDERED, that the City Council hereby sets the time for opening the polls at 7:00 A.M. for the June 11, 2013 School Budget Validation Referendum Election that will be held at Auburn Hall.



City Council Agenda Information Sheet

City of Auburn

Council Meeting Date: May 6, 2013

Order 29-05062013*

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: Appointing Howard Kroll, Assistant City Manager to the Lewiston-Auburn Transit Committee

Information: There is a vacant position on the Lewiston-Auburn Transit Committee. This position can be filled by either a City resident or member of the staff.

Financial: N/A

Action Requested at this Meeting: Recommend passage

Previous Meetings and History: Council appointed Leonard Kimball to the L/A Transit Committee on 4/1/2013 however due to conflicts with meeting time schedules, Mr. Kimball had to resign his position creating a vacant slot.

Attachments: Order 29-05062013

*Agenda items are not limited to these categories.

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



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

Jonathan LaBonte, Mayor

IN CITY COUNCIL

ORDER 29-05062013

ORDERED, that Howard Kroll, Assistant City Manager be and hereby is appointed to the Lewiston-Auburn Transit Committee with a term expiration of 1/1/2015.



City Council Agenda Information Sheet

City of Auburn

Council Meeting Date: May 6, 2013

Order 30-05062013

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 appointments of Nicholas J. Kyllonen and Krista M. Lee as Constables with a firearm for the Auburn Police Department.

Information: The Auburn Police Department requests City Council appointments of Nicholas J. Kyllonen and Krista M. Lee as Constables with a firearm for the City of Auburn.

Financial: n/a

Action Requested at this Meeting: Motion to confirm Chief Crowell's appointments of Nicholas J. Kyllonen and Krista M. Lee as Constables with a firearm for the Auburn Police Department.

Previous Meetings and History: n/a

Attachments:

- Memo from the Chief
- Order 30-05062013

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



Auburn Police Department



Memorandum

Phillip L. Crowell
Chief of Police

Jason D. Moen
Deputy Chief

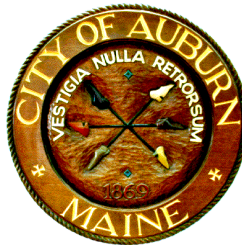
Rita P. Beaudry
Executive Assistant

To: Honorable Mayor Jonathan Labonte and Members of the City Council
From: Phillip L. Crowell, Jr., Chief of Police
Date: April 24, 2013
Re: CONSTABLES

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

Nicholas J. Kyllonen	with Firearm	New Hire	Police Officer
Krista M. Lee	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 LaBonte, Mayor

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

IN CITY COUNCIL

ORDER 30-05062013

ORDERED, that Nicholas J. Kyllonen and Krista M. Lee be named as Constables with firearm for the Auburn Police Department.

IN COUNCIL REGULAR MEETING APRIL 16, 2013 VOL. 33 PAGE 110

Mayor LaBonte called the meeting to order at 7:04 P.M. in the Council Chambers of Auburn Hall and led the assembly in the salute to the flag and followed by a moment of silence in honor of the former Chief of Police, Richard Small who recently passed and the Boston Marathon victims. Councilor Hayes had an excused absence. All other Councilors were present.

I. Consent Items*

1. Order 22-04162013*

Approving a temporary sign for Park Avenue School May Fair Event.

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

II. Minutes

Motion was made by Councilor Crowley and seconded by Councilor Walker to approve minutes of the March 18, 2013 Council Meeting. Passage 6-0.

Motion was made by Councilor Crowley and seconded by Councilor Walker to approve minutes of the April 1, 2013 Council Meeting. Passage 6-0.

III. Reports

Mayor's Report – No report.

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

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

Finance Director, Jill Eastman – March 2013 Monthly Finance Report

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

IV. Communications, Presentations and Recognitions

V. Open Session

- Larry Pelletier, New Auburn, commented that the City departments (Public Works and the Parks & Recreation Department) were working hard cleaning up the city by street cleaning, replacing benches and all sorts of things. He commented that the reverse side of that was after those efforts are done, someone may come along behind them and litters or damages city property, or marks city property with graffiti, and he asked if we can put some teeth in the ordinances we currently have or what can be done to curb those types of actions. He also asked if we will have the river clean up we had last year, and also a

community clean up day

which took place a few years ago, and is this something we could do on an annual basis to raise awareness in the community that we want the city to be clean?

- Andy Titus, 17 Lamplighter Circle, Auburn spoke about the budget and the fund balance contributions going into FY13-14 of 1.3 million to help lower taxes and said he also heard that emergency funds or the fund balance would be used to help with the shortfall. He said he also understood that the new ice arena would include an infusion of a million or so dollars from the fund balance and he does not see how this is adding up with these large numbers. He said he was not sure when the new school will be proposed to council, and he is in favor of new school but doesn't know what will have to be paid in taxes to achieve it. He asked what is necessary to get our accreditation - what do we need to do? Is it a \$10 million dollar wing that would accomplish that which could be added on at a later date as opposed to \$60 million for new school needed all at once.

VI. Unfinished Business

1. Ordinance 02-04012013

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

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

Public Comment – No one from the public spoke. Passage 5-1 (Councilor Gerry opposed).

2. Ordinance 03-04012013

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

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

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

3. Order 21-04012013

Approving the Charitable Organization Event Support Policy.

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

IN COUNCIL REGULAR MEETING APRIL 16, 2013 VOL. 33 PAGE 112

Motion was made by Councilor Shea and seconded by Councilor Crowley to postpone this item to a future date to discuss during a workshop. Passage to postpone, 4-2 (Councilors Gerry and Walker opposed).

VII. New Business

1. Order 23-04162013

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

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

Public comment – no one from the public spoke. Motion failed 4-2, (Councilors Gerry and Crowley opposed).

Motion was made by Councilor Gerry and seconded by Councilor Shea to reconsider. Passage 5-1, (Councilor LaFontaine opposed).

Motion was made by Councilor Gerry and seconded by Councilor Crowley to postpone this item until the next meeting. Passage 5-1, (Councilor Walker opposed).

2. Ordinance 04-04162013

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

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

Motion was made by Councilor Gerry and seconded by Councilor LaFontaine to amend by striking line number 3 in section 2.25 under Salaries of the Mayor and Council and to re-number. Passage 6-0.

Public comment – Francois Bussiere, 9 Winter Street, Auburn and a School Committee member – does this ordinance changing also change the charter? He said he thought it would be “double dipping” and it should also be applicable to other Mayor appointments if applicable to this seat.

Passage as amended, 6-0.

3. Order 24-04162013

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

IN COUNCIL REGULAR MEETING APRIL 16, 2013 VOL. 33 PAGE 113

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

Public comment – Peter Murphy from the Auburn Business Association. He said they moved the location of this year's banquet because they needed a larger venue. He said they would be back at Lost Valley next year.

Passage 5-1, (Councilor Walker opposed).

4. Order 25-04162013

Approving the Complete Streets Policy.

Motion was made by Councilor Shea and seconded by Councilor Gerry.
Public Comment-Larry Pelletier regarding asked if there were still plans to narrow cedar Street to the Bernard Lown Peace Bridge.

Passage 6-0.

5. Order 26-04162013

Appointing members to the Water District Board.

Motion was made by Councilor LaFontaine and seconded by Councilor Gerry.
Public comment – no one from the public spoke.
Passage 4-2 (Councilors Crowley and Walker were opposed).

VIII. Open Session

- Larry Pelletier, Second Street, Auburn – in follow up on what he spoke about earlier, there will be some great improvements on the park at the old Edward Little High School and all the more reason to enforce any ordinances.
- Roland Miller, Economic Development Director introduced Allen Menoian, the new addition to the economic development staff.

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

Motion by Councilor LaFontaine seconded by Councilor Gerry to enter into executive session. Passage 6-0, 8:20 P.M.

The Mayor declared Council out of executive session at 8:40 P.M.

X. Future Agenda/Workshop Items

- Councilor Shea – staggered terms for Councilors
- Councilor Crowley- during the joint meeting with Lewiston, would like to get some tasks done in particular economic development and merging the two city's

XI. Adjournment

IN COUNCIL REGULAR MEETING APRIL 16, 2013 VOL. 33 PAGE 114

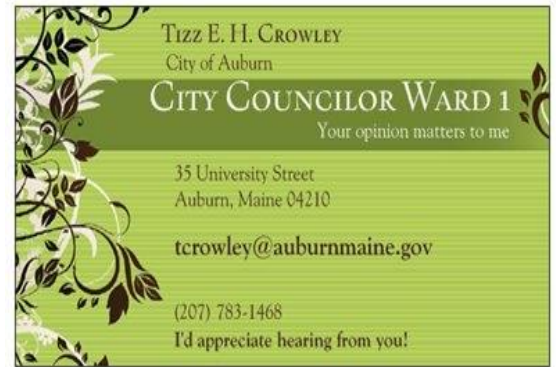
Motion was made by Councilor Walker and seconded by Councilor LaFontaine to adjourn. Passage 6-0, 8:45 P.M.

A True Copy.

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

Auburn Sewerage District Report for Meeting Monday 2013.05.06

Prepared: Wednesday 2013.05.01
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 met Tuesday, April 16, 2013.

Project Updates: The Washington Street project is complete. The sewer lines have been totally cleaned, totally lined, and look very good on the video recordings.

New pumps for pumping stations E-5 and E- 6 have been ordered. The current ones are really showing wear and tear.

The anaerobic digester is expected to be in operations in September. Watch for an Open House notice. You will recall this is our "waste to watts" facility at the Lewiston-Auburn Water Pollution Control Authority (LAWPCA).

Elections of Officers: The Sewerage District trustees re-elected Ms. Beverley Heath as President, Mr. Robert Cavanagh as Treasurer, Mr. John Storer as Superintendent & Clerk, Mr. Greg Leighton as Financial Advisor, and the firm of Horton, McFarland, & Versey, LLC as auditors.

Monthly activity report: The Sewerage District continues to have maintenance issues due to wet wipes in the system creating blockage and the need for emergency repair services. This type of expense costs all ratepayers more money and prevents staff from working on activities that could save money by finding and repairing I/I items. I ask the community to please put wet wipes and grease in the trash and not down the drain. The basement you save (from a back-up mess) just may be your own.

Approved Purchases: The Trustees voted to approve the following items based on quotes and other information submitted- GIS Location equipment from Maine Technical Source; Utility Trench Restoration work from TW Paving; and a trench compactor from Jordan Equipment. The purchase of all these items is within the equipment budget amount approved earlier this year.

Sewer Tips* of the Month: Many of these will also save you money on your water bill.

Ensure that all drains have strainers to prevent hair, soap and debris from clogging the drain lines.

Clean mineral deposits from shower head. Unscrew it and soak in vinegar or fill a plastic baggie with vinegar; place it over the shower head and hold in place with a rubber band. Soak overnight then remove and gently scrub with an old toothbrush to remove deposits.

Pour a gallon of water into infrequently used drains (including floor drains) to fill the trap and prevent odors from entering the house. Slow floor drains should be snaked to ensure they will carry away water quickly in the event of a flood.

Check exposed pipes under sinks and in the basement for signs of leaks.

If your home has a sump pump, make sure it operates properly by pouring a few buckets of water into the sump pit. The pump should quickly turn on, discharge the water then shut off without any problems.

Install a backflow valve in the floor drain if you live in an area where sewers sometimes backup into homes. This device will prevent future backups.

Inspect for slow leaks in your home by taking a reading on your water meter before bedtime. The next morning, without using any water overnight, take another reading. If the reading has changed you have a leak that should be repaired.

Install flood alarms. Like a smoke alarm, a flood alarm is a battery-operated device that sounds an alarm when it comes in contact with water. It alerts you to potential flooding or leaks.

Make sure yard drains, gutters and downspouts are cleaned out, open, and free of debris.

Check for bird nests in plumbing vent pipes.

Check faucets and hose bibs to make sure water flows freely. If an outdoor faucet drips or if there is leakage inside your home the first time the hose is turned on, you may have had a frozen pipe that cracked and needs to be replaced.

Check faucets for drips or leaks. Make repairs to save water.

Check toilets for hidden leaks. Add six drops of food coloring to the toilet tank. If the toilet is leaking, color will appear in the bowl within 30 minutes.

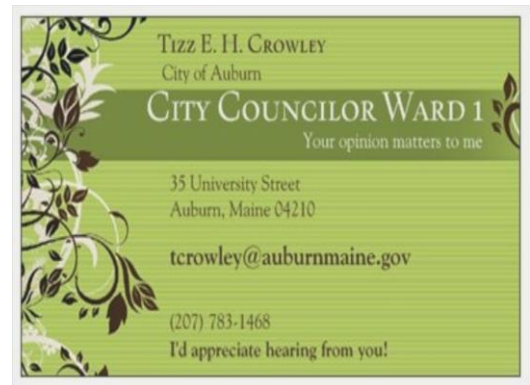
Inspect tank and bowl for cracks or leaks.



**Source: Roto-Rooter website*

Auburn Ward 1 Report for Meeting Monday 2013.05.06

Prepared: Wednesday 2013.05.01
TO: Residents of Auburn and the Auburn City Council
FROM: Tizz E. H. Crowley- Auburn City Council Ward 1



“Thank you”- Thank you to the **Parent-Teacher group** at Washburn School for the invitation to a Listening session on the budget. This was an excellent opportunity for Councilors and School Committee members, as well as staff, to talk about the concerns and priorities of the budget. We have scheduled several more sessions- see dates below.

Thank you to **Dan Goyette** and staff for arranging a community meeting regarding the Park Avenue construction project to be done this summer. The project will update Park Avenue between Summer Street and Mt. Auburn Avenue intersections. I encourage the neighborhood to look at the drawings and become excited about the significant improve in traffic safety and the new sidewalks for safer walks.

Thank you to the members of **the Lake Auburn Community Committee (LACC)** for the wonderful neighborhood day on Sunday, April 28th. Many had worked the weekend on a new volleyball court for the community. It's always nice to visit with friends and enjoy good food; good company and celebrate a nice community asset. I invite Auburn family and friends to watch for future activities at this site.

The **Woman's Literary Union** did a wonderful job this past weekend with an Over the Rainbow Tea. So many lovely young ladies, mothers and dolls enjoyed the visit to the Emerald City. It was also important for the community to enjoy this historic home. The tea benefits are used to continue restoration and maintenance of this Auburn landmark.

Thank you to the **many volunteers who made the Free Medicine Disposal Day** such a success. I hope many in the community have signed for the **free tours at Mid-Maine Waste Action Corporation (MMWAC)** on Saturday May 4th. Space is limited. If you've seen the Medicine Take-Back event you might ask - What happens to the meds? The answer: Destroyed in a waste-to-energy facility like ours- a waste-to-energy facility in Auburn, owned by Auburn and 11 area municipalities, with Lewiston as our Ash-for-Trash associate partner. We safely process local trash and convert it into electricity and an inert ash, and reduce landfill needs by 90%.

Tours are scheduled for Saturday, May 4, from 10 AM to Noon. **Pre-registration is required.** Note: Children below the 7th grade are not allowed in the plant but can visit other areas of the facility.

You missed a great evening if you missed the April **L/A Cash Mob**. We surprised everyone at Taber's on Lake Shore Drive in Auburn. **Tabers** was founded in 1941 as a small vegetable stand on the shores of Lake Auburn. Since then it has blossomed into a Restaurant, Miniature Golf, Driving Range, and Ice Cream stand that is a social Mecca during the summer months in the city of Auburn. In addition to enjoying some delicious food and fun mini-golf and a bucket of balls, Travis Dow gave attendees tickets to the Home Show another fantastic event in the twin cities. Thank you for such a fun time and I look forward to the next local business surprise visit.

Dates to watch- We encourage Auburn residents to become engaged in community events. Here are just few for the next couple weeks.

Wednesday, May 15th- There will be a commemoration ceremony in recognition of the 80th anniversary of the New Auburn Fire. The program will begin at 3:30pm in the center of New Auburn where the fire started. Watch for more details in the press release from the Mayor.

There will be a number of **Listening Sessions scheduled** in the coming weeks. These meetings are to provide opportunities for Auburn residents to offer their suggestions and ideas related to the City and School budgets. Depending on the time and location, one or more members of the City Council and the School Committee will be in attendance to hear what residents have to say. We'd like to know where you think we should allocate our funds, how can we increase revenues, **what services are most important/ least important to you?** Do you have a creative idea that might improve services or cut costs? As of today we have confirmed the following listening sessions. More may be scheduled:

Wednesday, May 8th at St. Louis Church from 3-5pm- all Auburn residents are welcome.

Tuesday, May 14th at the Auburn Public Library from 2-4pm- all Auburn residents are welcome.

Saturday, May 11th at the Auburn Public Library from 11am-1pm- all are welcome.

Wednesday, May 15th in the afternoon- time and location awaiting confirmation

Saturday, May 18th midday-- time and location awaiting confirmation.

Thursday, May 23rd- at the Auburn Public Library from 5-7pm- all are welcome.

Monday, May 13th- There will be a Public Hearing at 6pm on the City and School Capital Improvement Plan budgets. Residents are encouraged to attend and speak. If you are unable to come, please send your comments to us.

Monday, May 20th- There will be a Public Hearing on the City and the School Budgets. Residents are encouraged to attend and speak. If you are unable to come, please send your comments to us.

Tuesday, June 11th- There is a city wide referendum on the school budget. There is only one polling place in Auburn. It's at City Hall. Absentee ballots will be available and the City Clerk will have special Saturday hours on June 8th so residents can come to City Hall and vote absentee.

Visiting Hours- There will be no routine visiting hours in May. I will be at all the listening sessions scheduled. June visiting hours are on Tuesday, June 11th from 2-4pm and Thursday, June 27th from 5-7pm. I look forward to meeting with you.

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

I received a number of calls and emails relating to the **new speed bumps** on University Street and Aron Drive. The neighborhood greatly appreciates the City's effort to slow down the speeding traffic and those using the local streets as a cut-through. Neighbors are asking what they could do to make the speed bumps permanent. Thank you Auburn Police Dept!

Several Auburn residents are interested in a **Dog Park in Auburn**. Travel to Lewiston is just too far. I've been asked about city owned land. It was been suggested that a Dog Park may reduce the amount of animal waste left behind in public parks. I have encouraged any resident interested in a dog park, or other community recreation service, to attend the Parks & Recreation Advisory Board meeting on Wednesday, May 8th at 6:30pm. I would recommend confirming the location, but I believe it will be at Hasty Memorial.

It's nice to hear community members talk about **No Smoking regulations**. It is already against the rules to smoke in any municipal park or recreation facility. It is also a State law that there is no smoking in any vehicle, yes even your privately owned car, when there are children under the age of 16 in the vehicle.

I was asked about the number of Fire Fighters seen at the local Dairy Joy a couple weeks ago. I love the answer: The Auburn Fire Department has a long standing tradition of recognizing the accomplishments of its new rookie firefighters completing their year of probationary service. During this year, probationary firefighters are constantly tested and challenged to master not only the basics of the job of a firefighter, but to learn in many areas of academic study regarding the technical aspects of both fire and EMS service delivery within the city of Auburn. There is not a shift that goes by where these new firefighters are not either demonstrating proficiency with various tools, equipment and operations out on the drill ground, or engaged in lecture and test taking in the class room. In short, their probationary year is an intense introduction to all that is required of them as new members of the Auburn Fire Department. In celebration of completion of this period of evaluation, it has long been a custom in the Auburn Fire Department, that after successful completion of final testing and skills evaluation, the "Probie" buys his shift ice cream! This is his way of saying "thanks" to all those who worked with him to be successful in the completion of his probation, but also shows that he is a part of a team that stands ready to serve our community. So, if you see a group of firefighters taking a moment from their busy day to enjoy an ice cream cone one evening, stop and ask them are celebrating the completion of a rookie firefighters probationary period and if you can congratulate the rookie firefighter in the group!!

More to report, but it will have to wait two weeks. Chief Crowell shared some great traffic and parking information.

Safety Reminder- May is National Bike Month. Come and participate in the Optimists Bike Rodeo on Saturday May 11th. Many bikers ride in the streets because they're banned from the sidewalks. Some cars come dangerously close to hitting unfortunate bikers every day. Promote safety in the streets; keep watch for the two wheel riders!

In closing, I'd like to say "thank you" to the many Auburn residents who work daily to improve the quality of life in Auburn. Your efforts are appreciated by neighbors, visitors and the local businesses you generously support. Happy May Day! I wish I could hang a basket of flowers on every door.

City of Auburn

To: Mayor LaBonté and the Auburn City Council
From: Clinton Deschene, City Manager
Subject: March / April Monthly Reporting – *Assessing, Auburn Public Library, CDBG, City Clerk, City Manager, Engineering, Finance, Fire, Health & Social Services, ICT, Parks & Rec, Human Resources, Planning, Permitting & Code, Police, and Public Works*
Date: April 26, 2013

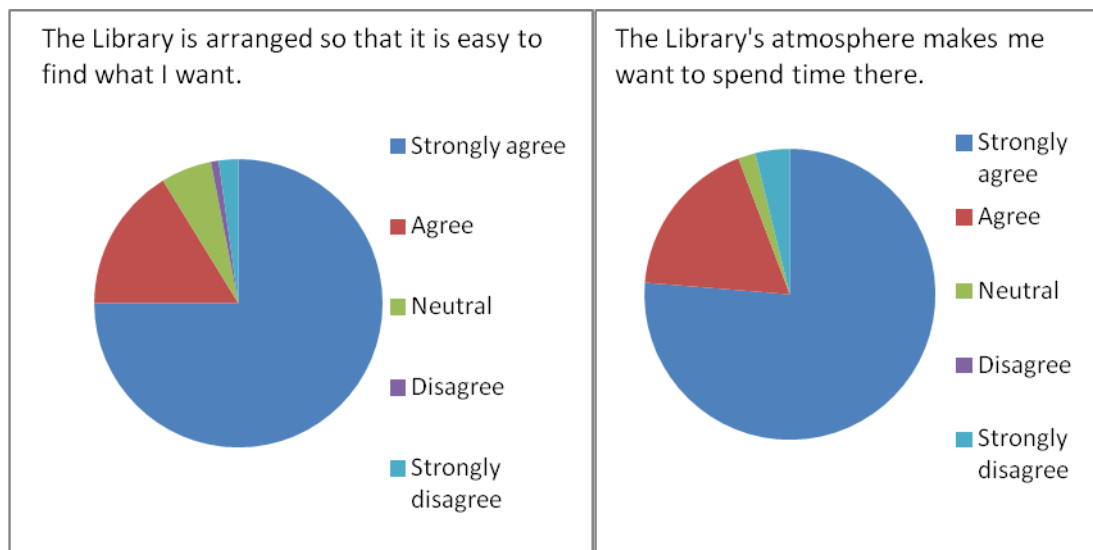
Assessing

- Permit Reviews - The staff completed 83 property inspections for new construction and incomplete permits through March and the beginning of April. Once the properties were reviewed the data changes and photographs had to be loaded into the Patriot CAMA system. There were 12 properties reviewed for new construction of which 9 were 100% complete.
- 706 and BETE Business Returns – In March, we completed our mass mailing of 1,073 Business Asset 706 forms to all Auburn businesses. The 706 forms are due back to us by April 15th and the Business Exemption Tax forms are due back no later than May 1st for processing. This is our busiest time of the year and we want to thank the staff who assisted us with this project. All staff is working on processing these filings to complete the valuation for the commitment. To complete this process in a timely manner we have contracted with John E. O'Donnell and Associates. Carol Colby, an assessor with O'Donnell and Associates, is working with us three days a week over a four week period to help us process the business filings. Unfortunately we have had to reduce our customer service during this period so that we can complete this project in a timely manner.
- Tax Appeal - We received a favorable decision by the Board of Assessment Review to deny the tax abatement request on a 3 unit multi-family dwelling at the March 5th tax appeal hearing.
- Abatements 2012 – To date we have processed a total of 77 abatements. The abatement deadline was February 7, 2013. Below is a year comparison chart on abatements processed.

ABATEMENTS						
YEAR	PERSONAL ABATEMENTS			TOTAL	VALUE	TAXES
	RESIDENTIAL	COMMERCIAL	PROPERTY			
2008	38	27	39	104	\$6,897,888	\$126,990
2009	85	29	21	135	\$11,763,000	\$215,415
2010	73	26	13	112	\$9,682,800	\$186,878
2011	97	13	24	134	\$6,135,100	\$118,960
2012	39	15	23	77	\$6,561,500	\$128,540

Auburn Public Library

- The Library's biennial distribution of customer service surveys has begun with a survey about the building.



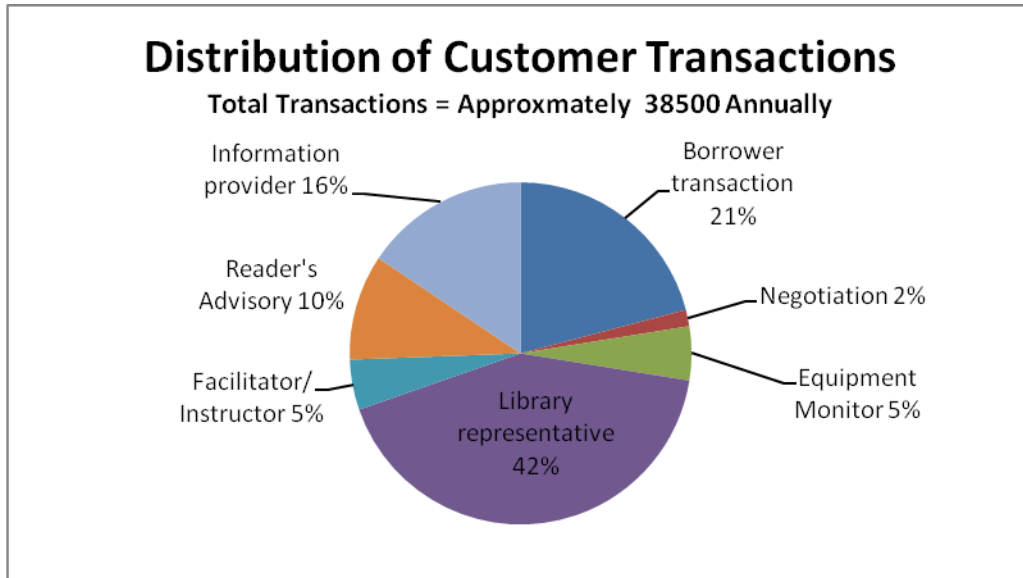
The graphs above show responses of almost 200 customers to the two major questions. While we are pleased that most people enjoy the Library's atmosphere and feel able to find what they need, disagreement by almost 5% is certainly a concern.

Finding what they need: Respondents rejected the idea of maps or greeters so we are looking at other ways to help people find what they need.

Library atmosphere: Negative comments about Library atmosphere were accompanied by references to teen behavior which was an issue during the survey period. Thanks to strict enforcement of rules on our part and a great response from the Auburn PD we have banned nine teens for a year and the situation has vastly improved.

We are working with the police, the schools, Boys and Girls Club, etc. to share knowledge and coordinate responses. We are determined to ensure that the Teen Space remains a viable choice for teens, especially our neighborhood youth whose home situations are often less than ideal.

- The Library opened one hour late the first Tuesday in April in order to conduct safety training for staff. This training focused on the use of walkie-talkies to contact staff in other parts of the building during emergencies and orchestrate reactions to a variety of situations including, when necessary, calls to 911. Our Safety and Security Committee has taken a number of steps to increase security for staff and customers including updating policies and mounting security cameras in several areas. Safety-focused training will continue to be scheduled in the coming months on the first Tuesday of the month from 8:30 a.m. to 10 a.m.
- While surveying existing customers does provide helpful information, the difficulty of surveying non-users has been a source of frustration for us. Happily, we recently met with USMLA and have a commitment from them that a research methods class will conduct such a survey in the coming year. This will enable us to discover why people do not use the Library and help us to become even more responsive to the community.
- Mark Foster, member of the Library's Board of Trustees from Tambrands, has suggested that a P&G team spend their annual day of service this summer preparing the garage portion of the Electrical Building to be a Tool Lending Library, and also that P&G donate to the Tool Library all tools purchased as part of the day of service. This would be an excellent kick-off for the tool donation drive we had planned to conduct in the coming year.
- For two weeks in March service desk staff participated in the semi-annual collection data on the number of customer transactions in various categories (this is a service-level measure recorded by staff, not to be confused with the satisfaction measures recorded by the public in the surveys mentioned above). The two sampling periods – spring and fall – are used to estimate the volume and nature of customer interactions for the year. The largest category, Library Representative, is comprised of routine information transactions including questions about policy and procedures, checking for items, sales, placing holds, etc. Three categories – Information Provider, Reader's Advisory and Facilitator/Instructor – make up what is generally considered Reference Service. Based on this sample there are approximately 12,000 reference transactions annually, or about 40 a day.



- Below is a month's worth of programs promoting economic development:

Number of Programs	Topic
2	Power of Email Marketing and Social Media Marketing (final 2 programs in 8 part small business series)
4	SCORE Counseling – every Thursday
2	Job Skills (from the Career Center)
1	Introduction to Windows
2	Introduction to Basic Computing
1	Teen Opportunities Fair (with LPL)
4	Media Lab Applications Training
2	VolunTEENs Orientation
(This doesn't take into account early childhood programs – our best investment in the future – and other programs that bring cultural and educational opportunities to our community.)	

- The recent resignation of the Director's Administrative Assistant provided an opportunity to help address budget issues by redistributing a number of her tasks to other staff and creating a new, combined bookkeeper/administrative assistant position. This restructuring eliminated one 20 hour position with health insurance and will save the Library \$18,000, allowing us to present a budget request with a .75% decrease.

CDBG

- The Community Development Loan Committee considered two applications for rehabilitation loans. They approved one loan utilizing HOME funds for general home repairs, and denied the second application. They also reviewed the loan default experience of the various loan programs.

MARCH / APRIL MONTHLY REPORTING

4.26.13

- An intergovernmental review through Maine's Department of Economic and Community Development was initiated for the Community Development Program for the coming year.
- Reine Mynahan attended a meeting of the New Auburn Association to explain the Small Business Loan and Curb Appeal Programs. This group was very receptive to these new programs.
- A Request for Proposals was released for the Curb Appeal Program. The process involves applicants submitting a proposal describing their project, submission of pictures of the current condition, identification of materials to be used, a list of sources and uses, estimated time for completion of the project, and whether or not the applicant would use the City's free architectural services. Proposals are due May 20th, and will be evaluated by the Curb Appeal Committee in early June.
- Yvette Bouttenot conducted interviews with social service agencies to gather information about discrimination and housing choice in the rental market. The City's consultant will analyze the data to determine if there are patterns that suggest housing discrimination. A report is expected by the end of the fiscal year.
- A Purchase & Sale Agreement was signed for the purchase of 6 Second Street. This is a two-unit residential building that will be demolished to make way for the New Auburn River Trail. Tenants were given a 90-day letter to move from the property, and advised of the relocation benefits they are eligible to receive.
- The last property under the Lease/Buy Program has been sold. The condominium at Stevens Mill was sold to an Auburn teacher who has a young family.
- Hal Barter attended a 2-day training on mold. Hal also took a Lead Inspector refresher course that qualifies him to conduct lead inspections.
- Yvette Bouttenot sent flyers to tenants living in the Family Development project and in public housing projects to inform them of our Homebuyer Program. This effort resulted in 16 inquiries for homebuyer assistance.
- Four loan applications were approved for \$1,917 in Security Deposit loan assistance.
- A Memorandum of Understanding was signed between the Community Development Department and the two housing authorities in Auburn and Lewiston. The MOU describes the roles and responsibilities of each agency in administering the Security Deposit Loan Program.
- The process to renew the Auburn Consortium with the City of Lewiston has begun. The consortium brings in HOME funds to both communities whereby neither community would be eligible without the other. The HOME Mutual Cooperation Agreement will be renewed for a three year period starting in 2014.

City Clerk

- On March 1st, 6 Fire Resistant Cabinets that were purchased to store vital records in were delivered to the Clerk's office

MARCH / APRIL MONTHLY REPORTING

4.26.13

- March 7th, I attended Parliamentary Procedure training
- March 20th, I attended the Androscoggin and Kennebec County Clerk's Association meeting in Augusta
- March 27th, I attended Municipal Law training
- April 2nd I attended New Clerk's Training
- April 3rd, I attended Leadership Training for Public Employees

City Manager

- New Auburn Village Transportation and Land Use Study: Jason Ready will be lead staff from ATRC on this study. Following is the anticipated general schedule from TY Lin's proposal, but Jason will be able to forward any updated information regarding schedules, proposed meeting dates, etc. ATRC believes that Tom Errico, TYLIN, has completed one or two of the intersection turning movement counts yesterday/today, and is planning on conducting the rest the week of April 22nd (after school vacation). The first public meeting would likely be the week of April 22nd or 29th, to get past vacations and to give the advisory committee time to meet.
 - **March 29, 2013** – Notice to Proceed
 - **Mid-April 2013** – Kick-Off Steering Committee Meeting
 - **April 15, 2013** – Public Meeting #1
 - **May 1, 2013** – Completion of Existing Conditions Technical Memorandum
 - **May 2013** – Steering Committee Meeting in Advance of Public Meeting
 - **Late May 2013** – Public Meeting #2
 - **June 2013** – Completion of Future Conditions Technical Memorandum and Initial Recommendations
 - **June 2013** – Steering Committee Meeting to Review Draft Recommendations and Prepare for Public Meeting
 - **June 2013** – Public Meeting #3
 - **June 2013** – Steering Committee Meeting to Discuss Public Meeting Comments
 - **June 30, 2013** – Submit Plan
- Auburn Citizen of the Year: Auburn Business Association has named former State Senator Olympia Snowe as their 2012 Auburn Citizen of the Year! Auburn Business Association will be honoring Senator Snowe with this recognition on May 30th at the

MARCH / APRIL MONTHLY REPORTING

4.26.13

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

- **Legislature Bills Regarding Auburn:** The Transportation Committee met on Tuesday, April 9th to discuss LD875 “Resolve, Directing the Department of Transportation and the Maine Turnpike Authority to Conduct a Study of Possible Connector Roads in Androscoggin and Franklin Counties”. The Mayor and members of the public attended and make numerous testimonies that outlined the need for corridor improvement on items such as pedestrian and vehicle safety, implementations of BMP, hazard mitigation practices, etc. The Committee was not impressed with the amount of public participation and didn’t encourage the City to continue collecting data and enforcement of speed on Route 4. MDOT and Maine Turnpike Authority both testified in opposition to this bill. We will keep moving forward on this important endeavor.
- **Economic Development Regional Structure:** Mayor LaBonte and I will be presenting our proposal to the Joint ABDC and LDC Boards on Friday, 12 April 2013 at LAEGC. In the discussion we will highlight the City’s goals and direction for economic development. We have forwarded our proposal to Ed Barrett, Lewiston City Administrator, for review by him and Lewiston City Council. We have not heard any reaction.
- **Oak Hill Cemetery:**



- **Budget Summary Module Costs:** Council requested looking at adding a survey to the city website in regards to the proposed FY14 City and School Budget. To properly implement the survey we would need to add a new feature that will cost the city \$1,360

to install, maintain and review. Clearpath innovation of Lewiston provided this quote. I will make a decision to either fund or reject this proposal as soon as possible.

- **Park Avenue Street Lights, Tree Plantings and Locations:** Councilors have asked for information about various items related to Park Avenue namely why so many street lights, the cost of operating each of those street lights? Can we shut them off to save money? The cost of operating street lights in other locations throughout the City, the choosing and location of particular trees planted on Park Avenue.

To try and answer these questions we are considering options for Park Avenue the circuit for the new sidewalk lights on Park Ave. is a metered service. The cost of operation also includes one of the two LED 15MPH school flashers at that location and is between \$90-\$105 per month. We have a few options to save at this location:

- Reduce the number of light poles, remove every other one. We would reinstall them as replacements for downtown Main Street. We would need to verify that this was allowed under the funding for Park Ave. This would reduce our energy cost at Park by half and at Main Street by replacing 100 watt fixtures with 50 watt fixtures and relieve most of the maintenance costs at Main Street for roughly ten years.
 - Further Energy reduction. Electrical Division could rewire the circuit to have one photo cell to run all the lights. Currently each light has it's own photocell to switch it on as it gets dark. The single photo cell could be set to automatically turn the power off half way through the cycle daily. This would further reduce the current CMP bill.
 - A timer may be an option to shut them off after 11pm but it won't be a significant savings. One thing that we should have done different is consider one light sensor for the whole string of them. For maintenance costs over time we will probably convert them to that instead of a sensor for each light. Switching other lights to LEDs will be a savings.
- **Unified Criminal Docket and Procedure Regarding Discovery:** There is a new procedure for submitting reports to the DA's office. We are requesting a delay until the new fiscal year. If that does not happen, we will need to make changes on our process immediately. This will require a lot more administrative time in preparing the documents, double the amount of photocopying we are doing and burning of CD's for everything we record.
 - a. Videos of thefts
 - b. Cruiser videos
 - c. 911 calls on DV assaults and other crimes in progress
 - d. Intoxilyzer room videos
 - e. Any recorded interviews
 - f. Digital copies of any photographs
 - g. All witness statements
 - h. A certified copy of any bail bond or protection order

- i. Reports from all officers involved in the investigation of a case
- j. A list of all physical evidence (if the cover page does not contain a complete list).

Currently, we only burn a record if we believe it will be going to court. Now we will need to burn two additional copies, regardless if the case ever sees a courtroom. We are trying to wrap our hands around what the impact of cost will be. We had been researching how we could submit this electronically but it appears the county is not capable to receive it.

Police Staff had a meeting with the DA and shared the statute relating to court rules and showed that we only need to provide one copy. The meeting was with Lewiston. After some complaining the DA agreed. We still will need to burn a cd for all cases but only one for DA and one for evidence. We are still pressing the DA to receive the reports electronically.

An example of how many cd's we burn, this weekend including Monday holiday we burned 30cd's.

- Great Falls Television: The City of Auburn and Lewiston Joint Agency Subcommittee directed staff to seek legal advice on Great Falls TV and its employees. As you know there are 2 employees who receive benefits under the City of Auburn umbrella such as payroll services, W2 and bookkeeping. Though they are NOT, by definition, City of Auburn employees they are offered benefits using our health insurance plans. They could easily use the City of Lewiston's or create their own organization and contract out for the same service. Rather than do something that drastic I recommend and direct ACM Kroll meet with ACA Nadeau and begin working with our attorney in drafting an inter-local agreement and by-laws approved by BOTH City Councils as indicated by ordinance in both Cities. We will inform the employees and continue moving forward in resolving this joint project.
- National Flood Insurance Program: The Federal Emergency Management Agency (FEMA) published revised floodplain maps for Androscoggin County in June of 2012. As a result, proposed floodplain designations for some properties in Auburn were reclassified on the draft maps. Some properties now fall within a more stringent floodplain zone, while others may have been removed from previously identified floodplain areas. One substantial change is an approximately 1 foot lower flood elevation around Taylor Pond. A letter is being sent to property owners because City records indicate that they own property that is currently mapped as being located within or proposed to be mapped within the 100-year flood zone. Last summer a notice was sent to property owners and was followed by a number of public meetings to provide local comments and information for FEMA to consider in revising the maps. Those maps have been finalized by FEMA and will become effective in July 2013. The next phase of this process is for local adoption of the flood maps by the City. If we wish to continue to participate in the National Flood Insurance Program (NFIP), the local adoption of the maps is mandatory. This letter is being sent to over 1400 property owners. The maps may also be accessed in the City's Planning and Permitting Department, located on the

1st floor of Auburn City Hall between 8am and 4:30pm, M-F. If the maps indicate that the floodplain is close to any structures on your property you are encouraged to view the official paper copies of the maps. Additional information and resources are also linked to the web page to help answer any questions. Please contact Eric Cousens, Director of Planning and Permitting (207) 333-6601, ext. 1154 ecousens@auburnmaine.gov or Sue Baker, CFM, Program Coordinator 207-287-8063 sue.baker@maine.gov. In addition there will be the following meetings to help answer questions:

- **May 2, 2013 at 6PM**
Community Room, 2nd Floor of Auburn City Hall, 60 Court Street Auburn, Maine 04210
Joint Auburn/Lewiston and surrounding communities of Androscoggin County Public Outreach Meeting hosted by State and FEMA Staff to cover the following topics and answer questions:
Insurance availability and policy changes, community resilience and hazard mitigation, Floodplain map availability and Letters of Map amendment
- **May 14, 2013 6PM Auburn Planning Board Meeting**
City Council Chambers at Auburn City Hall, 60 Court Street, Auburn Maine 04210
Public discussion and public hearing regarding proposed floodplain zoning map changes and forward a recommendation to the Auburn City Council.
- **May 20, 2013 5:30PM City Council Workshop**
City Council Chambers at Auburn City Hall, 60 Court Street, Auburn Maine 04210
Workshop with Council to discuss the proposed maps and the Planning Board Recommendation. This is just an introduction to the subject and no action expected at this meeting. Workshops don't provide an opportunity for public input but the meeting following the workshop at 7pm will have an open session for anyone wishing to speak to the Council.
- **June 3, 2013 7pm City Council Meeting**
City Council Chambers at Auburn City Hall, 60 Court Street, Auburn Maine 04210
The Council will discuss the proposed maps and the Planning Board Recommendation. This is a public reading and public input is requested from anyone wishing to speak to the Council about this subject to help the Council make a decision.
- **June 17, 2013 7pm City Council Meeting**
City Council Chambers at Auburn City Hall, 60 Court Street, Auburn Maine 04210
The Council will discuss the proposed maps and the Planning Board Recommendation. This is a second and final public reading, public hearing and public input is requested from anyone wishing to speak to the Council about this subject to help the Council make a decision.

Engineering

- Pike Industries has begun construction of the Hotel Road Rehabilitation Project and therefore staff has been overseeing the construction.
- Staff is also overseeing Gendron & Gendron on the reconstruction of West Bates Street.
- Staff continues to work with the Lewiston/Auburn Bike-Ped Committee on the development of a Complete Streets Policy for adoption by both Cities.
- Staff is also working with ATRC's Bike-Ped Advisory Committee on a 5 year update to long range facilities plan Bridging the Gaps.
- Dig safe location requests have ramped up considerably now that spring is here keeping staff very busy.
- A public meeting was held to talk about proposed safety improvements for Route 4 and the Park Avenue/Mt. Auburn Avenue Intersection.
- We are still awaiting approval from MDOT to advertise the S. Main Street Reconstruction Project as well as the Riverside Drive Project.
- The Helm Bridge replacement project is nearing final design and the project is being prepared to advertise in late May.
- A monthly utility meeting was hosted by staff with all the utility companies within the City to coordinate this summers' upcoming work.
- The Main Street Mill & Fill project was bid and awarded to Lane Construction Company.
- The City wide Pavement Condition Analysis Project is in full swing with approximately 35% of the City completed.
- Staff completed ongoing updates for changes to the tax map parcels.
- Staff continued to work on street addressing issues
- Right of way acquisition negotiations for South Main Street were completed.

Finance

- The Finance Director prepared the FY14 Proposed Budget documents for the City Manager and Council.
- The Finance Director has attended all budget workshops.
- The Tax Office has been busy through March and April. In March the 2nd half of the property taxes were due. April has been busy with people registering their motorcycles, campers and boats. In April the Tax Collector sent out courtesy notices to anyone who hadn't paid their taxes, giving them an opportunity to pay before she starts the lien process.

- The Facilities Mgr/Purchasing Agent after working with Unitil (natural gas) has scheduled for natural gas to be made available to Central Fire Station, Public Works garage and Hasty. Unitil will absorb the cost of bringing the gas to these buildings. He is working on an RFQ to encompass Public Works, Hasty and Engine 2 to convert their boilers to natural gas.

Fire

Prevention

- In April, there were 35 life-safety inspections (through April 24, 2013) conducted by the fire companies in 31 businesses and 4 apartment buildings. Out of those inspections, 23 businesses and all 4 apartment buildings were found not to be in compliance with the fire code. Company level life – safety inspections continue to be a positive value added service of the Auburn Fire Department in proactively working to keep our community safe.

Training

- The Auburn Fire Department hosted a one day seminar with nationally know Fire Service leader/lecturer Chief Rick Lasky, at Southern Maine Community College. Chief Lasky spoke about fire service management, leadership, pride and ownership and the future of the fire service. In addition to members of the Auburn Fire Department, surrounding departments were invited to attend and members from Lewiston, Poland, Minot, New Gloucester and Portland were in attendance.
- Several probationary firefighters completed their one year of probationary service this month. After rigorous testing consisting of skills review, practical exercises, academic testing and evaluations, they have successfully completed the probationary period and are now regular members of the department.
- Three new probationary firefighters began service with the Auburn Fire Department. These members are currently engaged in an intensive six week orientation and training program. The “Probies” are very enthusiastic and excited to be members of our department and we feel they will have much to offer. With the hiring of these probationary firefighters, the department is now at our full authorized strength.

Public Relations

- The first Citizens Fire Academy to be held in Auburn, and quite possibly in the state has gotten off to a great start. A diversified group of nine citizens makes up our charter class. So far, members have had a wide variety of experiences with the AFD and its members, many of who have volunteered their time to instruct segments of the class. Here are some of the reviews from participants:

1. “This is fantastic! Very organized and wonderful family style.”

2. "Excellent combination of speaking and showing the 911 center and station tour. Nice to get literature with more information for later reading."
3. "Everyone has been very helpful with all activities I had a chance to be a part of. The positive attitude is very apparent making this experience that much more interesting & enjoyable!"
4. "You all are amazing! Totally a whole new respect for everything you do! The public truly has zero idea of what you really do."
5. "Great class! Well thought out. Amazing level of training required!"
6. "Wow! What an opportunity. There is no better way to get a real look at the physical, psychological, emotional, mental demands of your job. I have incredible respect for all of you."

Several pictures of some of the activities that have taken place so far are attached with this report.

- Station tours and public education opportunities while out in the public are always taken advantage of. One young man, who recently had a birthday stopped by the station to show us his new firefighting gear he received for a present! The on duty shift gave him a tour and helped him to spray some water from a fire hose! I am sure he will make a great addition to the Auburn Fire department in a few years!! Pictures of his visit are attached with this report.
- I was able to meet and visit with Administrators of the various nursing and care facilities in Auburn. These meetings were very productive in both establishing relationships with said administrators, but in also offering the services of the Auburn Fire Department to the facilities beyond 911 responses. It should be noted, that a review of 911 calls for service to all our nursing and care facilities in January and February revealed that there were 34 emergency medical calls that we received, *through* United Ambulance for first responder service that should have come directly through our 911 center. In discussions with administrators about the need for all emergencies (Fire, EMS and Police) to be handled through 911 for the quickest and best service for those involved, it was learned that United Ambulance had directly instructed some of the nursing and care facilities to "Call them for all calls and emergencies". This is blatantly wrong and not in keeping with the best practices of modern emergency medical dispatching procedures. I will be working with the facilities to ensure that this practice comes to a halt and all calls for emergencies of any type, are routed direct to our 911 call center.

Emergency Responses

- Through April 24, we have responded to 228 calls for service. These include, but are not limited to, 149 emergency medical calls, 2 building fires, 2 false alarms 5 brush/mulch fires, 11 motor vehicle accidents and a variety of other calls.. We responded to three calls for mutual aid during this period as well.











Health & Social Services

- General Assistance paid in welfare assistance a total of \$13,455.78 in March 2013 compared to \$10,166.18 in the same month in 2012.
- General Assistance paid in welfare assistance a total of \$11,383.88 in April 2013, compared to \$12,037.98 in 2012.
- We took in 120 applications in March and projected 101 applications for April giving us a total of 1,131 year to date. .
- TANF households assisted in March were 2 with \$188.48 and in April with \$367. TANF timed out for March were 9 families with \$3,962 and average of \$396.20 each households and April, 10 families with \$3,491.53 an average of \$349.16 each.
- In March workfare was assigned to 15 households, and completed by 16 individuals for a total of 196.50 hours, and a value of \$1,572.00. In April we assigned 9 individual and they completed 142.75 hours which have been verified for a value of \$1,142.00.
- There are still a number of bills in the legislation which pertain to General Assistance and may affect the way General Assistance is allocated.

ICT

March:

- Experienced a network failure. After much troubleshooting, we isolated the problem to a network mis-configuration at EL high school. It was resolved shortly after.

MARCH / APRIL MONTHLY REPORTING

4.26.13

- Met with Lewiston, E911, County, and school departments from both cities to discuss switching phone vendors. As a result we have switched vendors and are now using New England Communications.
- Replaced City Councilors PC
- Hosted GIS presentation by ESRI.
 - Participants included staff from Public Safety, Economic Development, Planning and City Clerk department, AVGIS members, Androscoggin Land Trust, Towns of Poland and Mechanic Falls, and Museum L-A
 - Esri presented the latest application of GIS technologies for municipal government. The presentation was followed by a discussion by ESRI and AVGIS members. The focus of the discussion was to find ways to leverage software licensing options to reduce costs and eliminate redundancies in software, data, and application development.
- Met with Project Team and Intern regarding cemetery mapping. Set workplan.
- Completed two on-line training courses on the most recent developments regarding geodatabase design.
- Met with GIS personnel from Portland. While the two cities are separated geographically, they share common goals and are working on a number of similar projects (mapping facilities, standardizing data, mapping cemeteries, and general information sharing with the public). There is an opportunity for two-way sharing of ideas, resources, and general knowledge.

April:

- Replaced City Councilors PC
- Quarterly update of motor vehicle records in MUNIS
- Demo of call recording software
- Working with Engineering on Pavement data collection
- Continued Facilities mapping. Created (standardized) geodatabase structure. Mapped traffic islands and esplanades. Created GIS data layer for Cell Towers and other broadcasting/radio towers in the city

www.AuburnMaine.gov

March:

- 55,284 Page views
- 9,222 Unique visitors
- 3 pages per visit were viewed

➤ Top Ten Visited Pages:

1. Home Page
2. Departments of the City
3. Police
4. Tax Payment Info
5. Ingersoll Arena
6. Parks and Recreation
7. Job Opportunities
8. WebGIS
9. Assessing
10. Search feature

April 1-24:

- 43,302 Page views
- 7,502 Unique visitors
- 3 Pages per visit viewed
- Top Ten Visited Pages:

1. Home Page
2. Departments of the City
3. Police
4. Parks and Recreation
5. Tax Payment Info
6. WebGIS
7. Assessing
8. Search feature
9. Job Opportunities
10. Public Works

Parks & Rec

The March monthly report is as follows:

- The month of March brought the conclusion of winter programming and a conversion to Spring program registrations. Adult basketball came to an end and registrations began for youth lacrosse, tee ball, spring soccer, April vacation soccer camp, adult softball and summer day camp.
- Wright-Pierce continued work on the athletic fields needs assessment, conducting stakeholder meetings with a number of public and private organizations in an effort to gather information for the assessment. A draft report of the assessment will be available shortly.

- The parks department performed maintenance during winter storm events which consisted of plowing, sanding, snow blowing and sidewalk maintenance. We have collaborated together with Public Works to ensure that sidewalks, winter relief lots and the immediate area around Auburn Hall receives the needed attention during winter storm events. The beginning of the Spring season initiates a number of other maintenance activities including: preventative maintenance on seasonal equipment, as well as, infrastructure maintenance such as: park bench repair, picnic table repair and refurbishing city gateway signage.
- Work on the Auburn ice arena continued throughout the month. Meetings focused on timeline development and transition information from Ingersoll into the new facility. A rendering of the facility has been developed and gives a snapshot of the building and immediate surrounding area. The position of Arena Manager for the new facility has been advertised, and applications have been received.

The April Monthly Report is as follows:

- The month of April brings in longer and warmer days and a transition to Spring programming. Skating instruction at Ingersoll Arena came to a conclusion and program options such as: Adult softball, youth lacrosse, tee ball, April vacation soccer camp and spring soccer (April 28th) kicked off the start of the season. Other programs which planning continued for include summer day camp and youth track and field.
- Wright-Pierce finished work on phase I of the athletic fields needs assessment. A draft report of the assessment will be presented at the May 6th council workshop.
- The Parks department has converted into spring maintenance activities which includes a wide variety of tasks: sweeping, litter removal, raking, pruning, mulching, playground repair, park bench repair, picnic table repair, fence repair, ball field maintenance (dragging & lining), athletic field maintenance (striping), equipment maintenance, installation of docks at North River Rd. boat launch and City gateway maintenance. As stated in prior reports, we have collaborated together with Public Works to ensure that the City receives the needed attention particularly around holiday dates and special events. Recently, the City Manager has asked to reposition the Parks crew base operations up to the Public Works building to bring collaboration to another level. Our hopes are to improve services to all of our parks, fields, and open spaces through the sharing of resources, scheduling, and collaborative planning efforts. The goal is simple: to improve services as a whole and we believe through a team effort between Parks and Public Works we can achieve a higher level of maintenance within the City of Auburn. This plan does not include moving Recreation staff. This staff will remain at the Hasty gym and continue operations out of that facility.

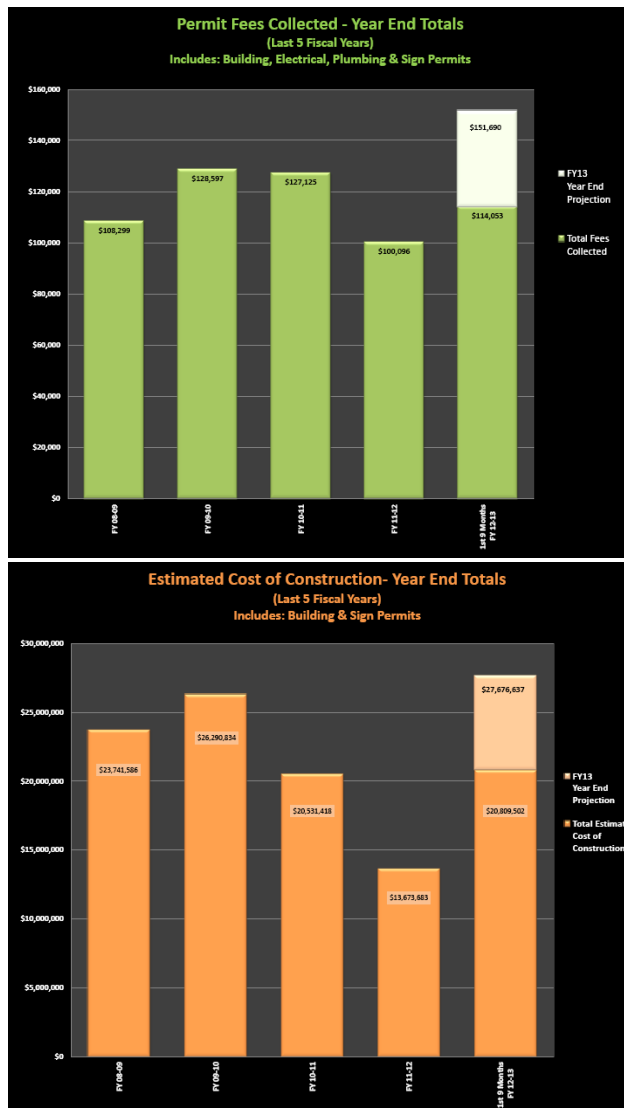
- Planning has begun on a large volunteer event scheduled to take place on June 19th from 9AM – 1PM. Proctor and Gamble (Tambrands) has contacted the Androscoggin Land Trust to present an opportunity to bring 100+ employees of the company to the riverfront area to perform a variety of maintenance tasks. A wide assortment of projects can be performed by a group this large. Staff from Parks and Public Works met to survey the riverfront area and to identify projects that the volunteer group can execute. Coordination between ALT, the City and the volunteer group will continue and a plan will be developed to make the most of this exciting opportunity.
- Work on the Auburn ice arena continued throughout the month. Meetings focused on timeline development and transition information from Ingersoll into the new facility. Construction also continued throughout the month with excavation, grading and pouring of concrete footers. The position of Arena Manager for the new facility has been advertised, and applications have been received. Interviews for the position will begin in early May. Additionally, an RFP for an ice resurfacing machine was developed and sent out for bid.

Human Resources

- Chris Mumau, HR Assistant and I held new employee orientations for 9 new employees from the following departments: Auburn-Lewiston Airport, Fire Department, Police Department and Economic Development Department.
- I attended a meeting at the Labor and Employment Association which hosted the Executive Director of the Maine Human Rights Commission. She discussed the current trends in the types of claims filed with the Commission and some of the challenges for managing the caseload in this tight fiscal climate.
- I attended a Maine Public Employees Retirement System public hearing on several new proposals to bring long term financial stability to the pension system. These proposed changes include increased employee and employer contributions, increase in the normal retirement age, increased penalties for early retirement, delayed and reduction to cost of living adjustments. Some changes effect new participants only and some will affect all participants and there is a phase-in for the various components. These changes must be approved by the State Legislature.
- Negotiations are on-going with Police Command, Police Patrol, Fire and General Government Units.
- Raymond Lussier, Safety Coordinator is working with the Fire Prevention Officer on a draft Crowd Management Plan and Standard Operating Procedures for the Auburn Mall Double Surface Ice Arena.
- At the recent Safety Team Meeting chaired by Raymond Lussier, we discussed the City Council Goal on Community Safety and what role the Safety Team may have in fulfilling that goal. We discussed being part of an awareness campaign along the idea of “See Something-Say Something”. In other words, City employees being ever vigilant to situations that pose a danger to the public and providing a conduit for getting those concerns to the City Personnel best suited to address these situations. This will be a discussion for future agendas.

Planning

- During the month of March the Department processed 65 building, electrical, sign and plumbing permits. The permits resulted in the collection of \$7,761 in fees for work with an estimated construction cost of \$1,245,585. We are still on track for the best year, for both of the above figures, in the last five years and we have already exceeded last years' totals for FY 12. Below is a chart comparing construction costs and permit fees for each of the last five years, including projections for the rest of this year.



- As of April 4th we are about 75% through FY 13. Our expenses are at 68% but billing is usually a couple of weeks behind so some expenses have yet not been accounted for during that period. Part of the savings has been from the vacant Planner position,

however, that comes with a cost of not meeting some service objectives at the levels that we could with that position filled. Revenues are at approximately 102% with most of that from building permit revenues which were at 134% of the projected annual total.

- Last month we initiated the process to condemn 9 Gamage Avenue. The owner has been unable to secure the building and the bank claims that the foreclosure process is not complete. 9 Gamage Avenue was damaged by a fire in January, has been chronically unsecured and finding a responsible party has been a problem. Condemnation is a good option for dealing with dangerous buildings in this situation if the Council is willing to fund the legal work and demolition costs. Shortly after initiating the process, we were contacted by SunTrust Mortgage (the bank) and they indicated that they would pay for our expenses thus far if we would suspend the condemnation action. We gave them a written notice summarizing the conditions that exist at the building and our expenses with two weeks to discuss a response to the issues and put the condemnation on hold. As of April 25th they have failed to meet the obligations under that notice and we have resumed the condemnation process. We will be asking the City Manager to set a hearing date with the Council on this issue at least 5 weeks from now to meet service and notice requirements.
- We recently reviewed the plans for a landscaping project at the Chapman House on the property at 151 Court Street. As part of the review it was noted that they did not plan to close the curb cuts along Court Street or the side streets as part of the project. After discussing this with the Chapman House Board President and the contractor, we received an email from the contractor committing to adding the curbing and sidewalk repairs to the project as required by our local ordinance and we issued the permit. A recent follow up conversation has confirmed that the Board has since voted not to include the curbing, leaving the project in violation of local ordinances. We will be working with the Chapman House Board to resolve this issue in the coming weeks.
- During the past month the Planning Department and JLUS Policy Committee made additional progress on the joint land use study (JLUS) in collaboration with the Maine Army National Guard for the area surrounding that entity's Auburn training facility. The Policy committee met on April 9, 2012 and will meet again at 4 PM at the Auburn Community Room on the second floor of Auburn Hall on May 8th. We have created a web and facebook page to help keep people informed and facilitate public input. The committee is seeking input on park usage through a survey that can be accessed at the Joint Land Use Study website at:
<http://www.auburnmaine.gov/Pages/Government/Auburn-Maine-Joint-Land-Use-Study>
To date, over 200 people have responded to the survey. There will be an **open house on May 29th, here at Auburn Hall at 5pm** to share the issues identified by the committee and to seek input from the public as the committee determines what recommendations will be made to the Planning Board and City Council.
- We conducted interviews for the City Planner position and agreed to an acceptable offer with a potential candidate last month. Unfortunately, there was a spending freeze initiated (for understandable and logical reasons) the day that the written offer was to be provided. The candidate understands and still has an interest in serving Auburn so we

are hopeful that the position can be filled after July 1st and that the candidate will still be interested. With the position filled, we will be able to take on more comprehensive plan implementation projects and to allow for adequate time to be dedicated to individual tasks, to serve the Planning Board, Council and Board of Appeals, to meet the needs of citizens and business people in a timely manner, to improve public outreach and participation, to pursue grant opportunities and to ensure that the Planning Department has adequate succession planning to provide continuity in our planning efforts in the long term. As we approached a hire date we were committing to additional planning projects in anticipation of having the additional capacity and it is important that we realize that capacity to meet those obligations.

- During the last four weeks we tracked 13 new property specific Code Requests resulting in 8 new enforcement actions. We resolved and closed 7 existing cases during the month. We are slightly behind on Code cases and slower to respond this month because Zachary Lenhert, our Code Compliance Officer and Assessing Assistant is dedicated entirely to the Assessing Department until their annual personal property filing and reviews are complete.
- During the last 30 days Cristy Bourget conducted 20 sanitation inspections including lodging, mobile vendors, restaurant and takeout facilities, 1 of which was complaint driven, in the City of Auburn. Cristy also conducted 5 sanitation inspections including lodging, mobile vendors, restaurant and takeout facilities in the town of Lisbon. Inspections in Lisbon for annual licenses are substantially complete until January of 2014. We are still on track to provide the inspection service to Lisbon at a cost of about \$3000 in wages, benefits and expenses in exchange for a \$10,000 revenue.
- During the last month we have spent a substantial amount of time developing the proposed FY 14 budget and CIP and looking for ways to provide service more affordably. I look forward to discussing the Budget and especially the CIP street light purchase proposal soon. We have the potential to save a substantial amount on street lighting if we approach the project correctly and it will be even easier if LD 1251, An Act To Lower Costs to Municipalities and Reduce Energy Consumption Through Increased Competition In The Municipal Street Light Market passes.

Police

Operations

- The Department responded to 1515 calls for service in April.
- Officers made 63 physical arrests, issued 64 criminal summonses and processed 252 offense reports, of which 27 were felonies.
- Officers issued 57 traffic citations totaling \$8,765 in fines and 264 warning for various traffic offenses.

Training

- Deputy Chief Moen graduated from the FBI National Academy.
- Support Service Technician Lacasse attended Blood Technician Training

MARCH / APRIL MONTHLY REPORTING

4.26.13

- SRO's Cousins and McCamish attended a Childhood Trauma Symposium
- SRO's Cousins, Carl and McCamish attended Effective Police Interaction with Youth training.
- Lieutenant's Harrington, Cogle and Watkins attended a Police Leadership Lecture by Dr. Jack Enter

Community Outreach

- The Department issued its 2012 Annual Report to the community.
- Retired Chief Small passed away in April. The Department's Honor Guard provided pallbearers and a flag presentation at the funeral.
- April 6th marked the 32nd anniversary of Officer Rodney "Rocky" Bonney's line of duty death. Officers honored the day by wearing mourning tabs and reviewing Officer Bonney's death in roll-calls.

Public Works

Productivity-

- In March APW processed 528 Work Orders and closed out 469 work orders with a balance of 54 work orders still open (and new). Of the 528 Work Orders 173 were processed by our Fleet Services Team closing out 168 leaving 5 on-going repairs/pending repairs. For the Month of April (up to the 25th) APW processed 541 Work Orders and closed out 344 work orders with a balance of 125 work orders still open (new). The increase in new or not closed out work orders is a result of Spring operations kicking into gear, repairs from Winter and collaborative projects being initiated.

Special Events/Projects/Coordination-

- Public Works and Parks/Rec have been working together to coordinate Spring and Summer projects. One of which is preparations around the City prior to Memorial Day. Another project topic being planned for is the repair of a softball field. Several jobs have begun on this. To name just a few; islands, cemeteries, The Riverwalk, repair of ballfields.
- Due to numerous requests from residents and non-residents PW generated new signs directing visitors and new residents to the location of Edward Little High School as well as several new signs for getting to the Pettingill Park area. Since these signs have been up we have received compliments for doing it and thanking us for finally putting up new, clean, visible signs.
- PW is coordinating with the School Department to assist them with correcting a tripping hazard at the Webster School. This collaboration will make it safer for the students.

Citizen Engagement-

- On March 27th - Denis D. , Nick L. and Dan G. all participated in L/A 101 seminar held at Lewiston PW. The turnout was good (about 15 people). We were able to talk about what

Public Works is and we answered numerous questions the group had. This is the second year we have done this and it has been well worth the time.

- In March PW was in need of some specialty parts for the Plow Trucks. The parts are expensive and hard to get so one of the Highway Supervisors had an idea to reach out to the community for assistance. CMCC was contacted and their machinist program was able to produce the specialty part we needed. The cost to order such a part would have been \$16 or more per unit and we needed 257 units and to just create a jig for fabrication would cost \$250. CMCC did not charge us a jig setup fee, they only charged us a few hundred dollars for the steel (at cost). This collaboration helped CMCC with some real world training and helped PW save the City money.
- PW met with the a group of representatives from the Maine State Cemetery Association. The meeting was to discuss the plans PW/Parks has for working on/within the City Cemeteries. The meeting was productive and mutually educational.
- PW met with the VFW post (two times) in New Auburn to discuss operational and scheduling plans in regards to the Holidays and flag placements. The meetings were beneficial to everyone who attended.
- PW and Engineering met with citizens to discuss the Route 4 corridor project.

Facilities-

- APW siding project is in full swing and will be completed in a few weeks. The building looks 100% better and we are getting positive feedback from residents who stop is saying 'it's about time you spruce up this building!'.

Winter Operations-

- It looks like Spring is finally here, though we did get hit with an April surprise but it appears to be safe to say we are out of Winter. With that said here are a few statistics on this past winter:
 - 22 storm events that required PW to perform Winter Operations
 - 67,872 miles driven during all these events
 - 31,964 gallons of fuel used
 - 3,340 regular hours worked
 - 4,352 tons of sand used
 - 4,3351 tons of salt used
 - 34,800 gallons of liquid calcium used.

Trainings-

- PW trained per requirement of Bureau of Labor and PW Program the entire crew on Blood Borne Pathogens

MARCH / APRIL MONTHLY REPORTING

4.26.13

- PW trained per requirement of Bureau of Labor and PW Program the entire crew on Respirator Usage

Other Spring Time Projects -

- Spring time grading of gravel roads is in process.
- Street Sweeping is in process.

Recycling Operations-

- Recycling operations for the month of March picked up 45.07 tons of material, an increase of 1.04 tons. For the month of April we are currently at 37.33 tons, last years total was 45.02 tons.



City Council Agenda Information Sheet

City of Auburn

Council Meeting Date: May 6, 2013

Ordinance 03-04012013

Author: Sue Clements-Dallaire, City Clerk

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

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

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

Subject: Municipal Code-correcting ordinance section numbers

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

Financial: N/A

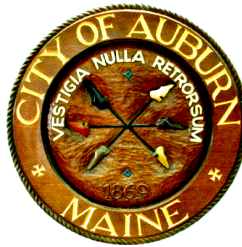
Action Requested at this Meeting: Passage of the second and final reading.

Previous Meetings and History: Workshop discussion 3/18/2013, appeared on the 4/1/2013 agenda for a first reading but the item was postponed until 4/16/13. Passage of first reading on 4/16/2013.

Attachments: Ordinance 03-04012013

*Agenda items are not limited to these categories.

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



Jonathan LaBonte, Mayor

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

IN CITY COUNCIL

ORDINANCE 03-04012013

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

BE IT ORDAINED BY THE AUBURN CITY COUNCIL:

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

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

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

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

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



City Council Agenda Information Sheet

City of Auburn

Council Meeting Date: May 6, 2013

Order 23-04162013

Author: Jill Eastman, Finance Director

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

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

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

Subject: State School Revolving Renovation Fund Loan

Information: This is a proposed order to enter into a loan agreement with the Bond Bank in an amount not to exceed \$384,760, provided, however, that the City anticipates that 55.15% of said loan (estimated to be \$212,196) will be forgiven and that the City will be obligated to repay the 44.85% balance of said loan (estimated to be \$172,564); The loan will be funded through the State School Revolving Renovation Fund and will be used to finance renovations to Fairview School, Walton School, and Edward Little High School.

Financial: See above

Action Requested at this Meeting: Recommend passage of the order (first reading).

Previous Meetings and History: Workshop discussion on 4/1/2013, this item was postponed at the 4/16/2013 meeting.

Attachments:

- School Committee minutes
- State Documentation of Award
- Draft of Public Hearing ad
- Order 23-04162013

*Agenda items are not limited to these categories.

AUBURN SCHOOL DEPARTMENT

AUBURN, MAINE

REPORT OF REGULAR SESSION MEETING OF THE AUBURN SCHOOL COMMITTEE

Auburn Hall

September 19, 2012

Members Present:	Mr. Francois Bussiere	Ms. Tracey Levesque
	Ms. Bonnie Hayes	Mr. Lawrence Pelletier
	Mr. William Horton	Ms. Laurie Tannenbaum
		Mr. David Young

Others Present: Keith Laser, Assistant Superintendent; Jude Cyr, Business Manager; Annie Gill Student Representative.

I. CALL TO ORDER/PLEDGE OF ALLEGIANCE

A. Introductions

Ms. Hayes called the meeting to order at 7:00 PM and led the Pledge of Allegiance. Committee members introduced themselves and stated which ward they represent.

B. Communications

II. CONSENT AGENDA

A. Approval of Agenda

B. Approval of Minutes for September 5, 2012

It was moved by Mr. Bussiere, seconded by Ms. Tannenbaum and voted unanimously to approve the Consent Agenda for tonight's meeting.

III. PUBLIC PARTICIPATION

Sofia Carson stated that she is a student at Walton Elementary School and reported how much she appreciates the lunch staff. She expressed that she feels they should have health insurance.

Diana Carson stated that she is here to support the food service workers. She asked why the people who sweep the floors and empty the trash get health insurance but the people who feed our children do not. She noted that these workers are the ones handling the food and should not have to come to work sick because they can't afford to see a doctor. She expressed that our food service employees deserve health insurance.

Chris Carson stated that he runs a very small business here in Auburn and understands how expensive insurance is; however, he covers all full time employees because he feels it is the right thing to do. He noted that this sometimes requires that we go to the community and request their support and maybe that will be necessary because this is a significant cost; however, these people deserve our respect and we would do well to give them health insurance.

IV. STUDENT INFORMATION ITEMS.

Annie Gill provided an update of the student activities through a video presentation. The presentation included highlights from fall sports such as football, soccer, field hockey, and cross country running. She also reported on the very successful AMS benefit supper and the AMS Drama Club receipt of the Moss Hart Excellence in Theater Award. Ms. Gill stated that the Park Avenue Harvest Festival is scheduled for Sept. 22nd at Wallingford's Orchards.

Mr. Pelletier requested that Ms. Gill include more information from the elementary schools.

Ms. Gill responded that she would be happy to check with them for future meetings.

Mr. Galway, ELHS Assistant Principal, reported that this is the 7th year of the Mentor Program and over 700 mentors have been trained to serve over 2000 freshmen students. He introduced Mason Bossee, Mike Hammon, and Zachary Tanenbaum, who were members of the Mentor Program this year. He noted that this year there are approximately 290 freshmen students.

Mason Bosse presented an overview of the program noting that they received training at the end of the last school year from a gentleman from Indiana and met with the Mentor Council members before school started this year. He explained that the Public Relations Committee contacted the Sun Journal and some articles were published about the program. He noted that members met with the other Mentors, decorated classrooms, and learned the dance that becomes a fun part of the program.

Zachary Tannenbaum reported that on the first day of school the freshmen met with the mentors in the mentor room. He stated that activities were held throughout the day to bring the new students out of their shell, including the dance that is embarrassing, but forces people out of their shell. He stated that a fashion show was held to show students what they should not wear to school, question and answer sessions were held followed by a barbeque. He reported that the afternoon consisted of a review of schedules and the student body participated in the dance.

Mr. Tannenbaum reported that he asked his sister what she thought of the Mentor Program and she said that she felt this was a good program to help students feel comfortable and make connections with upperclassmen. He noted that the bright orange shirts the mentors were wearing helped freshmen know who to go to for assistance.

Ms. Hayes asked the students if they were mentored as freshmen.

They responded that they were.

Ms. Hayes asked if the female students understood the message about inappropriate dress.

The students responded that they must have because they haven't seen any inappropriate dress yet.

Mr. Laser expressed appreciation to the students for the program.

V. SUPERINTENDENT REPORT

A. Business

1. Forest Management Plan

Mr. Cyr reported that a few years ago the City worked with the schools to determine how to use some of the acreage. He noted that fortunately there were experts available to assist with this project; however, due to a change of staff, there were delays in presenting, but they are here tonight to share the plan with you.

Mr. David Griswold, Mr. Jay Braunscheidel, and Rick Shea provided a PowerPoint presentation regarding a Forest Management Plan for the Auburn School Department. Mr. Griswold reported that they represent the L/A Forestry Board. He explained what a forest plan is and what it isn't, providing details of the plan developed in 2009.

Mr. Shea outlined the history of the Forestry Board, noting that they have written and received grants to fund this. He explained that Auburn is now a Tree City USA and expressed appreciation to Roz for the PowerPoint presentation.

Mr. Griswold outlined what a Forest Management Plan consists of and how it works. He noted that the description of the timber values is an important piece of this plan. He explained what the management recommendations might be. Mr. Griswold noted that this is a starting point for managing timber on the School Department property.

Mr. Braunscheidel, stated that he is a forester, a resident of Auburn and the parent of two children at Park Avenue School. He explained that the hope is that with a well-managed forest plan, there would be benefits to the School Department and to the City of Auburn. Mr. Braunscheidel stated that the Southern Maine Forestry Services prepared a Forest Management Plan in 2009 and a summary in 2011. He reviewed the highlights of the plan by lots at Sherwood Heights, East Auburn and ELHS. He noted that the Community Forest Board is here to assist with interpreting the plan, working through the plan, and any other assistance they can offer.

Mr. Pelletier asked what causes the growth rate to be higher than the state wide average.

Mr. Brushnell and Mr. Griswold responded that it could be the soil, the age of the stand, etc. They noted that there are a lot of things that impact timber.

Mr. Shea reported that at Sherwood Heights there were several beech trees that used to be beautiful trees, but after ten years they seem to have contacted a disease and died. He noted that if this plan had been in place, these trees could have been put to good use.

Ms. Hayes stated that she felt this would be a good workshop session for a future meeting before budget starts. She requested that Mr. Cyr and Dr. Laser put this on a future agenda.

Mr. Cyr noted that the report that was provided by the Forest Management Board and would be made available on the website.

Mr. Shea reported that Lewiston is already reaping benefits from their woodlots.

Mr. Griswold noted that the lots in Lewiston were isolated; however, Auburn School Department would need to work their plan around schools. He noted that no vote on the plan was necessary tonight and felt that a workshop to thoroughly explore the recommendations would be helpful.

2. Race to the Top – District Grant

Mr. Michael Muir presented information regarding the Race To The Top District Grant Application. He stated that ASD would like to pursue grant funding to support customized learning. He explained how the Race to the Top District Grant worked and the advantages of collaborating with other districts. He explained the primary goals were to build our capacity to implement customized learning, create leadership development, implement special strategies that work well with families who live in poverty, use professional learning standards, etc. He called attention to the two documents in the agenda packet for this meeting noting that they provide further details on the collaboration. Mr. Muir stated that the amount of money applied for is dependent on the number of students being served. He noted that Auburn would be the fiscal agent for the grant and that no money would be contributed in addition to the grant money. Mr. Muir reported that the due date for much of our writings is October 3rd. He expressed appreciation to Nancy Tremblay, Auburn's grant writer for the wonderful work she has done.

Dr. Laser explained that there is a lot of paperwork that goes into this grant and we have a great team working on this.

It was moved by Mr. Bussiere, seconded by Ms. Levesque and voted unanimously to approve the Race to the Top – District Grant Memorandum of Understanding as presented.

3. 2013 School Revolving Renovation Fund Applications

Mr. Cyr presented information regarding the submission of 2013 School Revolving Renovation Fund applications. He noted that the State has money available for next round of School Revolving Renovation Funds. He noted that this is one of the best programs the state has come up with to assist schools with improvements to their schools. Mr. Cyr explained that they are beneficial to school districts because there is a 0% interest and the state will loan the money and then look at forgiving 55% of the requested amount of projects approved. He explained that the notice came

recently and has a tight deadline, however, the projects have been determined and we have worked diligently to complete paperwork for the application process. Mr. Cyr stated that the schools have determined that switching our heating sources to natural gas requires us to remove underground tanks that are no longer in use so this is an important piece of the Revolving Renovation application.

The Assistant Superintendent requested authorization for the Chair to enter into a resolve and to authorize submission of the applications as follows:

- a. AMS –Underground Storage Tank Removal and cafeteria & library media window replacements
- b. ELHS – Underground Storage Tank Removal
- c. Fairview - Underground Storage Tank Removal and carpet replacement & old vinyl tiles asbestos removal in 5 classrooms.
- d. Franklin –Unit Ventilation
- e. RETC- Underground Storage Tank Removal
- f. Sherwood Heights- Underground Storage Tank Removal
- g. Walton –Underground Storage Tank Removal, carpet replacement & old vinyl tiles asbestos removal in 6 classrooms, and Underground Storage Tank Removal

Mr. Cyr responded to questions from committee members noting that the plan is for the work to be completed during the summer months. He noted that there is little chance we would return to oil heat in our schools. He also noted that if there is a tank that is still of use, it could be located at the highway department. He also explained that we might not be granted approval for all of these projects; however, we have had success in the past. Mr. Cyr also noted that this would need to require City Council approval at a future date if we receive the grant. He explained that these are all considered priority one items that qualify for the Revolving Renovation Funds.

It was moved by Mr. Bussiere, seconded by Mr. Pelletier and voted unanimously to authorize the School Committee Chair to enter into a resolve stating that the School Committee has a Ten-Year Capital Improvement Plan for the schools listed above and certify that the projects listed are part of those plans.

It was moved by Mr. Bussiere, seconded by Mr. Pelletier and voted unanimously to authorize the Superintendent and Business Manager to submit School Revolving Renovation Fund applications as presented.

4. Second Reading of Policy

The Assistant Superintendent reviewed information regarding recommended revisions to the following policies:

- a. JKAA – Use of Physical Restraint and Seclusion

It was moved by Mr. Young, seconded by Mr. Horton and voted 6 to 1 to approve the second reading of the above listed policy as presented, with Ms. Levesque opposed.

5. First Reading of Policy

The Superintendent reviewed information regarding recommended revisions to the following policies:

- a. DB – Annual Budget
- b. DBK – Budget Transfer Authority
- c. DD – Grants
- d. DFF – Student Activities Funds
- e. DI – Fiscal Accounting and Reporting
- f. DIDA – Fixed Assets
- g. DIE – Audit/Financial Monitoring

- h. DJC – Petty Cash Accounts
- i. DKBA – Deductions – Tax Sheltered Annuities
- j. DKC – Expense Authorization And Reimbursement
- k. DM – Cash in School Buildings
- l. DN – School Properties Disposition

Ms. Levesque stated that the Grant policy has one grammatical error.

Dr. Laser responded that this would be corrected prior to the second reading.

It was moved by Ms. Tannenbaum, seconded by Mr. Pelletier and voted unanimously to approve the first reading of the above listed policies as presented with the exception of the grammatical error on the DD policy.

6. Finance Report – August 2012

Mr. Bussiere presented the August 2012 Financial Report. He highlighted areas of interest noting that we are on target for this point in the fiscal year.

It was moved by Ms. Levesque, seconded by Mr. Pelletier and voted unanimously to approve the Finance Report for August 2012 as presented.

VI. INFORMATION / COMMITTEE REPORTS

Mr. Young reported that the Council is considering hiring an assistant City Manager and they also discussed the ice arena which could be located near the Auburn Plaza. He reported that there is continuing discussion about the high school.

Mr. Horton reported that the Wellness Committee met today and established goals to review what is there and put together a wellness plan for the district.

Mr. Horton expressed that it might be a good idea to hire a professional facilitator for the new High School Committee.

Mr. Bussiere stated that he also feels there should be a non-biased facilitator.

Ms. Tannenbaum reported that the Communications Committee met and determined that the website would be one method of communication and they are seeking ideas to continue to inform the community. She noted that they are continuing to explore.

Ms. Levesque reported that Advantage 2014 met and the Audit Committee is still on hold.

Mr. Pelletier stated that he felt the Steering Committee was very positive and a diverse group of people.

Dr. Laser reported that the Policy Committee is continuing to revise policies as new laws come before us.

Ms. Hayes reported that Siemens provided a report for members that explains where we are and how well we've done.

Mr. Cyr suggested members review page 5 for the work that has been done and the savings resulting from this work. He noted that this is the third year of the Performance Contract and we have done even better this year than in the two previous years.

Other committees who may report at future meetings are:

- Advantage 2014 Design Committee
- Leveraging Learning Institute II
- Finance Subcommittee
- Policy Subcommittee
- Communications Subcommittee
- Curriculum Subcommittee
- New High School Subcommittee
- Wellness Subcommittee
- Audit Subcommittee
- Transportation Appeals
- Community Learning Center
- SHARECenter

VII. UPCOMING MEETINGS

- Professional Development Workshop – Sept. 26th 5:00
- Sept. 27th – New High School Steering Committee 6:00 – 8:00 PM
- Regular School Committee Meeting – October 3, 2012,
- Regular School Committee Meeting – October 17, 2012

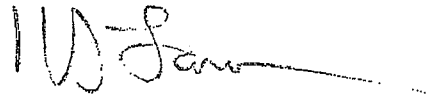
VIII. FUTURE AGENDA ITEMS – REQUEST FOR INFORMATION

IX. EXECUTIVE SESSION

X. ADJOURNMENT

It was moved by Mr. Bussiere seconded by Mr. Pelletier and voted unanimously to adjourn from regular session at 8:44 PM.

Attest, a true record,



Keith Laser, Secretary
Assistant Superintendent of Schools

KL/rmw



23 State House Station

Augusta, Maine 04333-0023

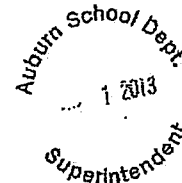
207-624-6600

Paul R. LePage
Governor
Stephen L. Bowen
Commissioner

www.maine.gov/doe

January 31, 2013

Katherine Grondin
Superintendent of Schools
Auburn School Department
60 Court St. 4th Floor
P.O. Box 800
Auburn, ME 04212-0800



RE: Eligibility Certificates – SRRF Projects #1143, 1144, and 1148

Dear Superintendent Grondin:

I am pleased to inform you that your School Revolving Renovation Fund applications for Projects #1143, 1144, and 1148 have been approved for funding for the amounts listed on the attached eligibility certificates. Please complete the following steps within the next 30 days:

1. Complete the enclosed "Intent to Proceed" form and return to the Department of Education.
2. Contact Toni Reed, Program Loan Officer, Maine Municipal Bond Bank at 622-9386 to initiate the loan process.
3. Contact Joseph Ostwald, Division Director, Bureau of General Services at 624-7353 to discuss bidding requirements and the project management process.

I wish you good luck as you complete your projects. If you have any questions regarding the School Revolving Renovation Fund please contact Ann Pinnette at 624-6885 or ann.pinnette@maine.gov.

Sincerely,

Stephen L. Bowen
Commissioner of Education

Enclosures: SRRF Eligibility Certificates
Intent to Proceed Form

cc: Toni Reed, Maine Municipal Bond Bank
Joseph Ostwald, Bureau of General Services



School Revolving Renovation Fund Eligibility Certificate

School Administrative Unit	Auburn School Department	
Facility	Fairview School	
Priority	1- Health, Safety and Compliance Repairs	
Project #	1143	
Scope of Work	Hazardous Material Removal	
Amount Funded	\$40,266	
Maximum Loan Amount	\$40,266	
Portion of Loan to be Forgiven	\$22,207	55.15%
Portion of Loan to be Repaid	\$18,059	44.85%
Length of Loan	5 years	(loans \$500,000 or less)

This Eligibility Certificate for the above listed School Revolving Renovation Fund project is hereby approved. Work authorized under this certificate must be materially completed and all loan proceeds must be expended by July 31, 2014.

January 31, 2013

Date

Stephen L. Bowen
Commissioner of Education



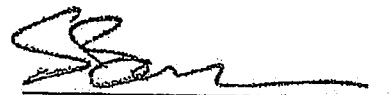
School Revolving Renovation Fund Eligibility Certificate

School Administrative Unit	Auburn School Department	
Facility	Edward Little High School (Franklin Ait)	
Priority	1- Health, Safety and Compliance Repairs	
Project #	1144	
Scope of Work	Indoor Air Quality	
Amount Funded	\$319,929	
Maximum Loan Amount	\$319,929	
Portion of Loan to be Forgiven	\$176,441	55.15%
Portion of Loan to be Repaid	\$143,488	44.85%
Length of Loan	5 years	(loans \$500,000 or less)

This Eligibility Certificate for the above listed School Revolving Renovation Fund project is hereby approved. Work authorized under this certificate must be materially completed and all loan proceeds must be expended by July 31, 2014.

January 31, 2013

Date


Stephen L. Bowen
Commissioner of Education



School Revolving Renovation Fund Eligibility Certificate

School Administrative Unit	Auburn School Department	
Facility	Walton School	
Priority	1- Health, Safety and Compliance Repairs	
Project #	1148	
Scope of Work	Hazardous Material Removal	
Amount Funded	\$24,565	
Maximum Loan Amount	\$24,565	
Portion of Loan to be Forgiven	\$13,548	55.15%
Portion of Loan to be Repaid	\$11,017	44.85%
Length of Loan	5 years	(loans \$500,000 or less)

This Eligibility Certificate for the above listed School Revolving Renovation Fund project is hereby approved. Work authorized under this certificate must be materially completed and all loan proceeds must be expended by July 31, 2014.

January 31, 2013

Date

Stephen L. Bowen
Commissioner of Education

**School Revolving Renovation Fund
Intent to Proceed**

SAUs must complete the sections below and return this form to the Department of Education within 30 days of the certificate approval date.

School Administrative Unit: _____

Project #: _____

1. The school administrative unit intends to proceed forward immediately with the project(s) listed on the eligibility certificate(s) and will complete the project(s) within 18 months of the eligibility certificate date. ☐ Yes ☐ No

2. The school administrative unit will contact the Bureau of General Services within 30 days for assistance with project management and to ensure compliance with bidding requirements. Projects with an estimated value of \$100,000 or more must be awarded by competitive bid. ☐ Yes ☐ No

3. The school administrative unit will contact the Maine Municipal Bond Bank within 30 days to initiate the loan application process. ☐ Yes ☐ No

I hereby certify that the information contained herein is accurate and true to the best of my knowledge.

Superintendent's Signature

Date

Return to:

Maine Department of Education
School Facilities Services - SRRF
23 State House Station
Augusta, ME 04333-0023

School Revolving Renovation Fund
2013 Project Ratings

Project	SAU	School	Type	Rating	Loan Amount
1161	RSU 21	Kennebunk High School	OTHER - life safety	77.25	\$ 531,325
1155	RSU 21	Kennebunkport Consolidated Sch	OTHER - life safety	75.00	\$ 401,736
1134	RSU 25	Bucksport High School	OTHER - building exterior	74.25	\$ 997,020
1157	RSU 21	Mildred L Day School	OTHER - life safety	73.25	\$ 341,870
1175	RSU 17 / MSAD 17	Agnes Gray School	ADA	73.00	\$ 801,005
1154	RSU 21	Kennebunkport Consolidated Sch	ADA	71.25	\$ 150,300
1158	RSU 21	Mildred L Day School	ADA	71.25	\$ 197,500
1160	RSU 21	Kennebunk High School	ADA	70.50	\$ -
1152	South Portland School Dept	South Portland High School	ROOF	68.25	\$ 245,450
1151	RSU 57 / MSAD 57	Waterboro Elementary School	OTHER - water	67.75	\$ 373,400
1177	RSU 17 / MSAD 17	Agnes Gray School	OTHER - life safety	67.75	\$ 34,395
1173	RSU 17 / MSAD 17	Oxford Hills Middle School	ADA	66.00	\$ 267,950
1150	East Millinocket School Dept	Schenck High School	ROOF	65.50	\$ 995,520
1163	RSU 17 / MSAD 17	Waterford Memorial School	OTHER - fire alarm	63.00	\$ 2,630
1164	RSU 17 / MSAD 17	Harrison Elementary	OTHER - fire alarm	63.00	\$ 2,630
1165	RSU 17 / MSAD 17	Guy E Rowe School	OTHER - fire alarm	63.00	\$ 2,630
1174	RSU 17 / MSAD 17	Oxford Elementary School	OTHER - fire alarm	63.00	\$ 2,630
1153	South Portland School Dept	South Portland High School	HAZMT	62.00	\$ 419,000
1168	RSU 17 / MSAD 17	Oxford Elementary School (Annex)	ADA	62.00	\$ 148,083
1167	RSU 17 / MSAD 17	Oxford Elementary School (Annex)	OTHER - fire alarm	61.75	\$ 2,630
1169	RSU 17 / MSAD 17	Oxford Hills Comprehensive H S	OTHER - fire alarm	61.25	\$ 4,603
1136	MSAD 27	Fort Kent Community High School	IAQ	61.00	\$ 1,000,000
1132	RSU 18	China Middle School	HAZMT	60.25	\$ 67,075
1135	MSAD 27	Fort Kent Elementary School	IAQ	60.25	\$ 1,000,000
1156	RSU 21	Kennebunkport Consolidated Sch	HAZMT	58.50	\$ 176,690
1137	RSU 24	Sumner Memorial High School	IAQ	58.25	\$ 1,000,000
1159	RSU 21	Kennebunk High School	HAZMT	58.00	\$ -
1144	Auburn School Department	Edward Little High School(Franklin)	IAQ	57.75	\$ 319,929 ✓
1148	Auburn School Department	Walton School	HAZMT	55.75	\$ 24,565 ✓
1143	Auburn School Department	Fairview School	HAZMT	54.75	\$ 40,266 ✓
1170	RSU 17 / MSAD 17	Oxford Hills Comprehensive H S	ADA	54.25	\$ 36,500
1138	RSU 24	Hancock County Technical Center	IAQ	53.75	\$ 1,000,000
1172	RSU 17 / MSAD 17	Oxford Hills Middle School	IAQ	52.50	\$ 220,000
1130	RSU 18	Belgrade Central School	OTHER - safety/ADA	52.00	\$ 46,224
1129	RSU 18	Ralph M Atwood Primary School	OTHER - safety/access	50.25	\$ 237,560
1166	RSU 17 / MSAD 17	Oxford Elementary School (Annex)	IAQ	50.00	\$ 26,037
					\$ 11,117,153

Auburn - \$ 384,760

State - 211,618

Act - 173,112

School Revolving Renovation Fund
2013 Project Ratings

Project	SAU	School	Type	Rating	Loan Amount
<i>The projects listed below rated too low to receive funding</i>					
1140	Auburn School Department	Auburn Middle School	HAZMT	43.25	28,000
1141	Auburn School Department	Edward Little High School	HAZMT	43.25	40,500
1142	Auburn School Department	Fairview School	HAZMT	43.25	28,000
1145	Auburn School Department	Edward Little High School-RETC/SOS	HAZMT	43.25	18,500
1146	Auburn School Department	Sherwood Heights Elementary Sch	HAZMT	43.25	28,000
1147	Auburn School Department	Walton School	HAZMT	43.25	31,750
1149	Auburn School Department	Washburn School	HAZMT	43.25	18,000
1163	RSU 17 / MSAD 17	Waterford Memorial School	OTHER - security	39.75	
1164	RSU 17 / MSAD 17	Harrison Elementary	OTHER - security	39.75	182,250
1165	RSU 17 / MSAD 17	Guy E Rowe School	OTHER - security	39.75	
1171	RSU 17 / MSAD 17	Oxford Hills Middle School	OTHER - security	39.75	
1174	RSU 17 / MSAD 17	Oxford Elementary School	OTHER - security, door	39.75	
1177	RSU 17 / MSAD 17	Agnes Gray School	OTHER - security	39.75	
1162	RSU 17 / MSAD 17	Waterford Memorial School	IAQ	39.50	
1176	RSU 17 / MSAD 17	Agnes Gray School	HAZMT	36.50	
1139	Auburn School Department	Auburn Middle School	IAQ - curtain wall	36.00	12,480
					200,650
<i>The projects listed below are not eligible for funding</i>					
1127	RSU 22 / MSAD 22	Samuel L Wagner Middle School	OTHER		
1128	RSU 22 / MSAD 22	Leroy H Smith School	OTHER		
1131	RSU 18	Belgrade Central School	OTHER		
1133	RSU 18	Messalonskee High School	OTHER		
n/a	RSU 18	Transport, Mainten, Heat Facility	OTHER		
n/a	RSU 17 / MSAD 17	Mildred Fox	OTHER		
n/a	RSU 17 / MSAD 17	Mildred Fox	HAZMT		
n/a	RSU 17 / MSAD 17	Mildred Fox	ADA		
n/a	RSU 17 / MSAD 17	Mildred Fox	IAQ		

**CITY OF AUBURN
NOTICE OF PUBLIC HEARING**

The Auburn City Council will hold a public hearing on Monday, May 6, 2013, at 7:00 p.m. in the Council Chambers, Auburn Hall, 60 Court Street, on a proposed order authorizing a loan by the City in an amount not to exceed \$384,760, and issuance of the City's general obligation bonds therefor. The loan will be funded through from the State School Revolving Renovation Fund and will be used to finance renovations to Fairview School, Walton School and Edward Little High School.

The proposed order is on file at the City Clerk's office and may be inspected during the regular business hours of the City Clerk's office.

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



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

Jonathan LaBonte, Mayor

IN CITY COUNCIL

ORDER 23-04162013

TITLE: ORDER - AUTHORIZING A LOAN THROUGH THE STATE SCHOOL REVOLVING RENOVATION FUND IN THE AMOUNT OF \$384,760

WHEREAS, the City desires to obtain a loan through the Maine Municipal Bond Bank's (the "Bond Bank") School Revolving Renovation Fund ("SRRF") under the Maine School Facilities Finance Program to finance renovations to Fairview School, Walton School and Franklin Alternative School; and

WHEREAS, the City expects to enter into a loan agreement with the Bond Bank in an amount not to exceed \$384,760, provided, however, that the City anticipates that 55.15% of said loan (estimated to be \$212,196) will be forgiven and that the City will be obligated to repay the 44.85% balance of said loan (estimated to be \$172,564 and will be at 0% interest, pursuant to Section 6606-F of Title 30-A of Maine Revised Statutes-SRRF);

NOW, THEREFORE, BE IT ORDERED BY THE AUBURN CITY COUNCIL, pursuant to Section 5772 of Title 30-A of the Maine Revised Statutes, as amended, the Auburn City Charter and all amendments thereof, and all other authority thereto enabling, and following a public hearing duly called and held as required by Article 8, Section 8.13 of the City Charter:

THAT the Finance Director / City Treasurer are hereby authorized to enter into a loan agreement between the City and the Bond Bank, such loan agreement to contain the usual and customary terms as is required by the Bond Bank under its SRRF program, such loan to be in the amount not to exceed \$384,760, of which 55.15% (estimated to be \$212,196) is expected to be forgiven and 44.85% (estimated to be \$172,564) is expected to be repaid under the terms of the SRRF program (the "SRRF Loan"), such SRRF Loan to be evidenced by the City's general obligation bonds in the amount to be repaid under said SRRF program (anticipated to be an amount not to exceed \$172,564), the proceeds of which loan are hereby appropriated to fund the costs of the following school renovations and improvements (including costs of issuance, capitalized interest, and any other costs related or ancillary thereto) (referred to as the "Projects"):

Amount	Description
\$40,266	Fairview School – Hazardous Material Removal
\$319,929	Franklin Alternative School – Indoor Air Quality
\$24,565	Walton School - Hazardous Material Removal

THAT the bonds shall be issued as authorized hereunder and shall be signed by the Finance Director / City Treasurer, attested by the City Clerk under the seal of the City. A tax levy is hereby provided for each fiscal year that the bonds authorized hereunder remain outstanding to meet the annual installments of principal and interest as may accrue in each respective year. The bonds may be issued at one time or from time to time, either singly or in series, and the authority and discretion to fix method of sale, issue date, maturities, denominations, interest rate, place of payment, form and other details of said bonds and notes, and to take all other actions and to sign and deliver all other documents, certificates and agreements in order to provide for the sale thereof is hereby delegated to the Finance Director / City Treasurer.

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

THAT the Finance Director / City Treasurer is authorized to negotiate, execute, and deliver, in the name of and on behalf of the City such contracts, agreements, and other documents and certificates as may be necessary or appropriate as determined and approved by the Finance Director / City Treasurer in connection with the financing of the Projects (the "Financing Documents"), which Financing Documents shall be in such form and contain such terms and conditions, not inconsistent herewith, as may be approved by the Finance Director / City Treasurer such approval to be conclusively evidenced by her execution thereof.

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

THAT the Finance Director / City Treasurer and Clerk be, and hereby are authorized and empowered in the name of the City and on its behalf to do or cause to be done all such other acts and things as may be necessary or desirable in order to complete the SRRF Loan and to effect the issuance, sale and delivery of the bonds hereinabove authorized.

THAT if the Finance Director / City Treasurer or Clerk are for any reason unavailable to complete the SRRF Loan and to approve and execute the bonds or any of the Financing Documents, the person or persons then acting in any such capacity, whether as an assistant, a deputy, or otherwise, is authorized to act for such official with the same force and effect as if such official had herself performed such act.

THAT if any of the officers or officials of the City who have signed or sealed the bonds shall cease to be such officers or officials before the bonds so signed and sealed shall have been actually authenticated or delivered by the City, such bonds nevertheless may be authenticated, issued, and delivered with the same force and effect as though the person or persons who signed or sealed such bonds had not ceased to be such officer or official; and also any such bonds may be signed and sealed on behalf of the City by those persons who, at the actual date of the execution of such bonds, shall be the proper officers and officials of the City, although at the nominal date of such bonds any such person shall not have been such officer or official.

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

THAT in order to finance temporarily the projects described above, the Finance Director / City Treasurer is authorized to expend up to \$384,760 either from available funds of the City or from the proceeds from any bond anticipation note which would be reimbursed or refinanced from bond proceeds.

A public notice providing a general summary of the proposed borrowing was published the same on April 20, 2013, in the Lewiston Sun-Journal, a daily newspaper published in Androscoggin County.

A public hearing was held on May 6, 2013.



City Council Agenda Information Sheet

City of Auburn

Council Meeting Date: May 6, 2013

Ordinance 04-04162013

Author: Clint Deschene, City Manager

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

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

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

Subject: City Council and School Committee Compensation Ordinance

Information: Per the City Charter adopted in 2005 under Mayor and Council;

“The city council shall, not later than June 30, 2006, determine the annual salary of the councilors by ordinance, but no ordinance increasing such salary shall become effective until the date of commencement of the terms of councilors elected at the next regular election. The councilors shall be reimbursed for their actual and necessary expenses incurred in the performance of their duties of office.”

Under School Committee;

“Upon recommendation from the school committee, the city council shall, not later than June 30, 2006, determine the annual salary of the school committee members by ordinance, but no ordinance increasing such salary shall become effective until the date of commencement of the terms of the school committee members elected at the next regular election. The school committee members shall be reimbursed for their actual and necessary expenses incurred in the performance of their duties.”

Financial: N/A

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

Previous Meetings and History: 4/1/2013 Workshop and passage of first reading on 4/16/2013.

Attachments:

- Section 2.2 from the City Charter
- Section 4.2 from the City Charter
- Ordinance 04-04162013

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

PREAMBLE

We the people of the City of Auburn, under the constitution and laws of the State of Maine, in order to secure the benefits of local self-government and to provide an open and accountable council-manager government, do adopt this Charter, conferring on the City certain powers, subject to certain restrictions and following certain procedures. By this action we secure the benefits of home rule and affirm the values of representative democracy, professional management, strong political leadership, citizen participation, and intergovernmental cooperation.

Article 1 - Grant of Powers

Sec. 1.1 Corporate existence.

The City of Auburn ("City") is a municipal corporation under the name of "City of Auburn" and shall have all the rights, immunities, powers, and privileges, and shall be subject to all the duties, liabilities, and obligations provided in this Charter, of a municipal corporation and may enact ordinances, orders, resolves, and regulations not inconsistent with the State of Maine Constitution and laws.

Sec. 1.2 Construction.

The City's powers under this Charter shall be construed liberally in favor of the City, and the specific mention of particular powers in this Charter shall not be construed as limiting in any way the general power granted in this Article.

Sec. 1.3 Intergovernmental relations.

The City may participate by contract or otherwise with any governmental entity of this State or any other state or states in the United States in the performance of any activity which one or more of such entities has the authority to undertake.

Article 2 - City Council

Sec. 2.1 Powers and duties.

All powers granted to the City by this Charter and State law, except as otherwise specified by this Charter, are vested in the City Council. The City Council shall be the municipal officers of the City for all purposes required by statute or ordinance.

*** Sec. 2.2 Composition and compensation.**

The City Council shall be comprised of the Mayor and seven (7) City Councilors. Five (5) Councilors shall be elected one (1) from each ward by and from the ward's registered voters. Two (2) Councilors shall be elected at-large by and

from the registered voters of the City. The Councilors shall hold office for a term of two (2) years or until their successors are elected and qualified. A write-in candidate for City Council must receive at least twenty-five (25) valid write-in votes in order to qualify for election to that position. The City Council may appoint by rule non-voting student representatives to serve with the City Council.

The City Council shall, not later than June 30, 2006, determine the annual salary of the Councilors by ordinance, but no ordinance increasing such salary shall become effective until the date of commencement of the terms of Councilors elected at the next regular election. The Councilors shall be reimbursed for their actual and necessary expenses incurred in the performance of their duties of office.

Sec. 2.3 Vacancies; forfeiture of office.

In case of the death, resignation, or removal from office more than six (6) months prior to the next regular election, an unexpired term of Councilor shall be filled by a special election, either citywide or in the ward in which the vacancy occurs, as the case may be, the warrants for which shall be issued by the City Council. Whenever the office of Councilor becomes vacant within six (6) months prior to the next municipal election, the City Council shall appoint a qualified representative at-large or from the ward in which the vacancy occurs, as the case may be, to serve until the person elected to fill the vacancy takes office.

A Mayor or Councilor shall forfeit office if that person:

- a. Lacks at any time during the term of office any qualifications for the office prescribed by this Charter or by law, including residency of the ward from which elected;
- b. Violates any express prohibition of this Charter;
- c. Is convicted of a crime involving moral turpitude; or
- d. Fails to attend three (3) consecutive regular meetings of the City Council, or of any board or authority to which appointed by the Mayor under Article 3, Section 3, without being excused by the City Council.

Sec. 2.4 Meetings.

The City Council shall, at the call of the City Clerk or Deputy City Clerk, first meet at Auburn Hall or such other public location within the City within forty-five (45) days after the regular municipal election to be sworn to the faithful discharge of their duties by the City Clerk or Deputy City Clerk. The City Council shall meet for subsequent meetings at such time and place as set by ordinance or resolution

Article 4 - School Committee

Sec. 4.1 Powers and duties. The School Committee shall have all powers and shall perform all duties necessary for care and management of the City's public schools pursuant to State law, which grants these powers and responsibilities to the School Committee, except as otherwise provided in this Charter. The School Committee shall accomplish its duties within the financial limitations established by the City Council in its annual appropriation resolve and such supplemental appropriations voted by the City Council, together with such other revenues it may receive from the Federal or State governments, as well as gifts, grants, and payments from other sources. The School Committee shall be judge of the qualification and election of its members, except as otherwise provided by State law, and shall determine and enforce this Charter as well as its rules relating to procedure, misconduct, and forfeiture of office.

✱ **Sec. 4.2 Composition and compensation.** The School Committee shall consist of the Mayor, or a City Councilor selected by the Mayor, and seven (7) other members. Five (5) members shall be elected, one (1) from each ward by and from its registered voters. Two (2) members shall be elected at-large by and from the City's registered voters. Members shall hold office for a term of two (2) years or until their successors are elected and qualified except that any candidate whose name does not appear on the printed ballot must receive at least twenty-five (25) valid write-in votes in order to qualify for election to that position. The School Committee may appoint by rule non-voting student representatives to serve with the School Committee.

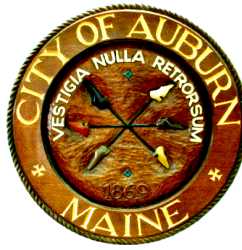
Upon recommendation from the School Committee, the City Council shall, not later than June 30, 2006, determine the annual salary of the School Committee members by ordinance, but no ordinance increasing such salary shall become effective until the date of commencement of the terms of the School Committee members elected at the next regular election. The School Committee members shall be reimbursed for their actual and necessary expenses incurred in the performance of their duties.

Sec. 4.3 Vacancies; forfeitures of office.

In case of the death, resignation, or removal from office more than six (6) months prior to the next regular election, an unexpired term of member shall be filled by a special election, either citywide or in the ward in which the vacancy occurs, as the case may be, the warrants for which shall be issued by the City Council. Whenever the office of member becomes vacant within six (6) months prior to the next municipal election, the School Committee shall appoint a qualified representative at-large or from the ward in which the vacancy occurs, as the case may be, to serve until the person elected to fill the vacancy takes office.

A member shall forfeit office if that member:

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



Jonathan LaBonte, Mayor

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

IN CITY COUNCIL

ORDINANCE 04-04162013

Be it Ordained, that the following ordinances be adopted:

Sec. 2-25. Salaries of the Mayor and Council.

Elected officials shall receive the following annual salaries, payable as listed:

- (1) *Mayor*. The mayor shall receive an annual salary of \$4,000.00, payable quarterly.
- (2) *City council*. Each of the councilors shall receive an annual salary of \$1,800.00 payable monthly.

Sec. 2-382. Salaries of School Committee Members.

Elected School Committee Members shall receive the following annual salaries, payable as listed:

- (1) *School committee*. Each member of the school committee, shall receive a salary at the rate of \$25.00 per meeting for up to 26 meetings per year.
- (2) *The Mayor or his/her designee* shall receive a salary at the rate of \$25.00 per meeting for up to 26 meetings per year.



City Council Agenda Information Sheet

City of Auburn

Council Meeting Date: May 6, 2013

Order 31-05062013

Author: Clinton Deschene

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

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

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

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

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

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

Financial:

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

Previous Meetings and History: N/A

Attachments:

- Letter from Joe Kazar to the Mayor and Council
- MMWAC Interlocal Solid Waste Agreement
- Waste Handling Agreement
- Flow control ordinance
- Amendments to the MMWAC/City Agreement
- Order 31-05062013

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

January 18, 2013

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

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

Dear Mayor and City Council,

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

Background

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

Conflicts to be resolved by amending the WHA

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

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

Requested Action

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

Required notice

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

Other Attachments

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

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

Best Regards,

Joseph E. Kazar
Executive Director

MID-MAINE WASTE ACTION CORPORATION
INTERLOCAL SOLID WASTE AGREEMENT

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

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

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

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

THE UNDERSIGNED MUNICIPALITIES MUTUALLY AGREE AS FOLLOWS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

Jane E. Thompson

CITY OF AUBURN
By Robert C. Munson
Its City Manager

TOWN OF RAYMOND

Leonard H Wood

By: Carlton E Edwards
Its Selectman

Leonard H Wood

By: James J. Jones
Its Selectman

Leonard H Wood

By: Ciprian P. Harkley
Its Selectman

Leonard H Wood

By: Linda M. Alexander
Its Selectman

Leonard H Wood

By: Shirley A. Fielder
Its Selectman

TOWN OF SUMNER

Richard P. Davis

By: Alvin J. Ostrant
Its Selectman

Cynthia M. Dunn

By: David J. Gilbert
Its Selectman

By: Mark Silber
Its Selectman

Approved by Maine Department of Environmental Protection.

Date 8-5-86

By: Kenneth C. Young
Its Commissioner

Approved by the Office of the Attorney General.

Date August 15, 1986

By: Calvin Howard
Deputy Attorney General

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

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

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

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

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

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

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

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

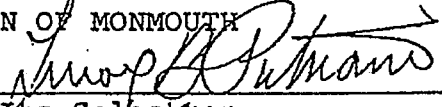
Dated this 17th day of November, 1986.

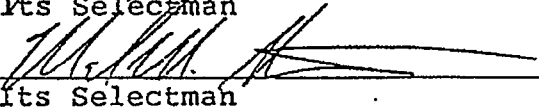
MID-MAINE WASTE ACTION CORPORATION

By: *William G. F. Coleman*
Its

First Addendum to MMWAC Interlocal Solid Waste Agreement

TOWN OF MONMOUTH

By: 
Its Selectman

By: 
Its Selectman

By: 
Its Selectman

First Addendum to MMWAC Interlocal Solid Waste Agreement

TOWN OF BUCKFIELD

By: Bradley D. Griffith
Its Selectman

By: Perley E. Lovejoy
Its Selectman

By: Garland V. Bell
Its Selectman

First Addendum to MMWAC Interlocal Solid Waste Agreement

TOWN OF NEW GLOUCESTER

By: Edward R. Dine
Its Selectman

By: George W. Collier, Jr.
Its Selectman

By: Gordon S. Tupper
Its Selectman

First Addendum to MMWAC Interlocal Solid Waste Agreement

TOWN OF MECHANIC FALLS

By: Edward A. Bayley,
Its Councilman

By: Beatrice Marchand
Its Councilman

By: William F. Webb
Its Councilman

By: Walter A. Love
Its Councilman

By: R E Riley
Its Councilman

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

Office of
Solid Waste
NOV 26 1986
AUGUSTA, MAINE

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

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

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

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

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

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

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

Dated this 17th day of June, 1987.

MID-MAINE WASTE ACTION CORPORATION

By: Shirley G. Fielder
Its President

Second Addendum to MMWAC Interlocal Solid Waste Agreement.

TOWN OF POLAND

By: Wm. F. Fairland Jr.
Its Selectman

By: Robert M. Hoo
Its Selectman

By: Ron H. A. St.
Its Selectman

By: Richard L. Lardner
Its Selectman

By: Roy C. Lardner
Its Selectman

Second Addendum to MMWAC Interlocal Solid Waste Agreement.

TOWN OF LOVELL.

Carol M Andrews

By: Thomas J McLaughlin
Its Selectman

Carol M Andrews

By: Rudolph J. McLaughlin
Its Selectman

Carol M Andrews

By: Robert M. Chandler
Its Selectman

Second Addendum to MMWAC Interlocal Solid Waste Agreement.

TOWN OF SWEDEN

By: Donald T. Tray
its 1st Selectman

By: Dorothy M. Bee
its

By: Susan K. Black
its

Second Addendum to MMWAC Interlocal Solid Waste Agreement.

TOWN OF OXFORD

By: Evan Hurler
Its SELECTMAN

By: Ellen B. B. B.
Its SELECTMAN

By: Ray M. M. M.
Its SELECTMAN

Second Addendum to MMWAC Interlocal Solid Waste Agreement.

TOWN OF WALES

By: Raymond H. How
Its Chairman Selectmen

By: Paul Burgess
Its Selectman

By: Bradford R. Cram
Its Selectman

INTERLOCAL SOLID WASTE AGREEMENT

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

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

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

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

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

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

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

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

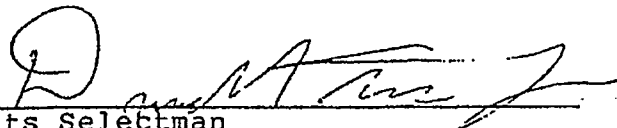
NOW, THEREFORE, the undersigned Mid-Maine Waste Action Corporation hereby amends the Agreement to accept and admit the undersigned municipalities as Participating Municipalities of MMWAC, and the undersigned municipalities hereby approve the Certificate and the Agreement and agree to be bound by all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

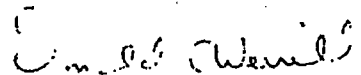
Dated this 15th day of September , 1987.

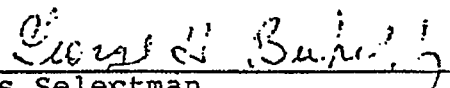
MID-MAINE WASTE ACTION CORPORATION

By: Shirley G. Fielder
Its President

TOWN OF MINOT

By: 
Its Selectman

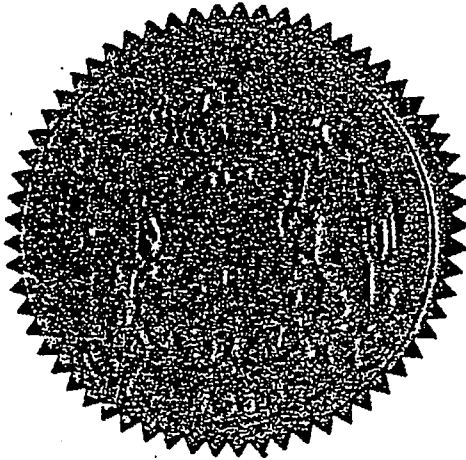
By: 
Its Selectman

By: 
Its Selectman



Department of State

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



SS-C7-75

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

Secretary of State

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

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

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

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

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

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

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

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

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

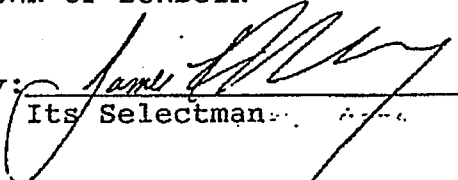
Dated this 10th day of March, 1988

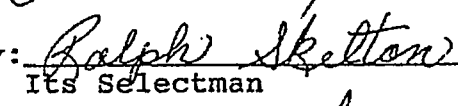
MID-MAINE WASTE ACTION CORPORATION

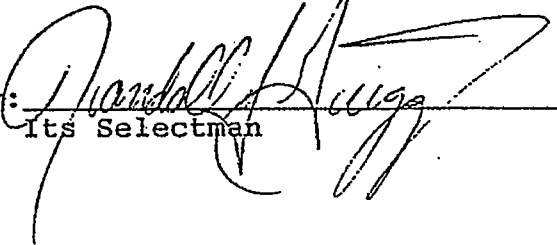
By: Shirley G. Fildes
Its President

Fourth Addendum to MMWAC Interlocal Solid Waste Agreement.

TOWN OF BOWDOIN

By: 
Its Selectman

By: 
Its Selectman

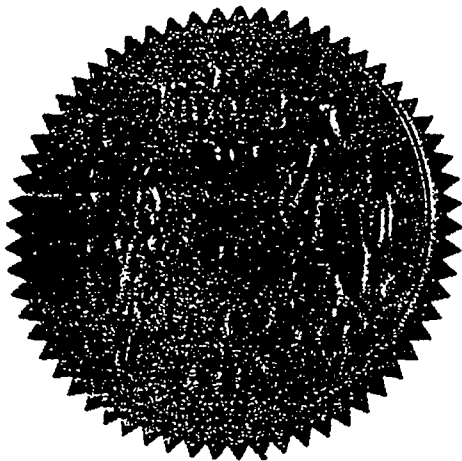
By: 
Its Selectman



State of Maine

Department of State

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



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

[Signature]

Secretary of State

SS-C7-75

WASTE HANDLING AGREEMENT

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

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

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

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

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

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

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

Article I Definitions

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

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

05804

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

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

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

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

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

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

D. Assignee means any assignee under Article XII hereof.

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

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

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

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

F. BTU means British Thermal Unit.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article II Representations, Warranties and Covenants

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

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

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

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

05813

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

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

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

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

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

Article III Conditions Precedent

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

Article IV Operation of the System

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

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

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

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

Article V Delivery Of Waste To The Site

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

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

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

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

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

Article VI Delivery Procedures And Weighing

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

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

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

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

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

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

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

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

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

Article VII
Calculation And Payment Of Tipping Fees

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article VIII Service Fees During Construction

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

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

Article IX Non-Member Fees

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

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

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

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

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

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

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

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

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

05823

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

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

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

Article X Damage Or Destruction

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

Article XI
Term Of Agreement

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

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

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

Article XII
Remedies for Nonperformance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article XIII
Assignment/Delegation

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

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

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

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

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

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

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

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

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

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

Article XIV Non-Discrimination

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

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

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

Article XV
Applicable Law

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

Article XVI
Amendment Of Agreement

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

Article XVII
Severability

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

Article XVIII
Notices

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

If to MMWAC: 1 Goldwaite Road, Auburn, Maine

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

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

Article XIX
Binding Effect

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

Article XX
Other Documents

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

Article XXI
Headings

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

Article XXII
Counterparts

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

Article XXIII
Integration

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

Article XXIV
Consents

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

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

Witnesses:

A. Wayne Bell

MID-MAINE WASTE ACTION CORPORATION

By: Shirley G. Fielder
Its

June E. Thompson

CITY OF AUBURN

By: Paul R. Salanta
Its City Manager

05832

APPENDIX A

Estimated Tonnage of Waste of the Municipality

Auburn - 25,349 Tons

05833

APPENDIX B

Acceptable Waste of the Municipality Excluded Hereunder

None.

05834

* SECTION 3.15 SOLID WASTE FLOW CONTROL

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

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

ARTICLE I

Section 1.1 Short Title

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

Section 1.2 Purpose

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

Section 1.3 Definitions

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

Section 1.3.2.

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

Section 1.3.3.

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

Section 1.3.4.

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

Section 1.3.5.

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

Section 1.3.6.

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

* Amended by Voters 11/5/92

Article I (cont.)

Section 1.3.7.

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

Section 1.3.8.

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

* Section 1.3.9.

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

Section 1.3.10.

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

Section 1.3.11.

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

Section 1.3.12.

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

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

ARTICLE II MUNICIPAL SOLID WASTE DISPOSAL FACILITY

Section 2.1 Designation

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

ARTICLE III ADMINISTRATION

Section 3.1

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

ARTICLE IV RESTRICTIONS AND FEES FOR DISPOSAL

Section 4.1 Restrictions

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

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

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

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

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

Article XI
Term of Agreement

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

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

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

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

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

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

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 31-05062013

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

BE IT FURTHER ORDERED, that the City Manager be, and hereby is, authorized and directed to execute the same on behalf of the City.

AMENDMENTS TO THE MMWAC/CITY OF AUBURN WASTE HANDLING AGREEMENT

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

Article XI Term of Agreement

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

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



City Council Agenda Information Sheet

City of Auburn

Council Workshop Date: May 6, 2013

Order 32-05062013

Author: Reine Mynahan, Community Development Director

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

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

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

Subject: Mutual Cooperation Agreement to Continue HOME Consortium

Information: Three years ago, the Cities of Auburn and Lewiston entered into a contract, a Mutual Cooperation Agreement, in order to renew the Auburn-Lewiston consortium. The consortium is the only mechanism by which either city can receive HOME Investment Partnerships Program funds. Auburn is both the lead agency (representative member) and a recipient member in the Mutual Cooperation Agreement. The agreement describes the responsibilities of the representative member as well as that of each recipient member. By regulation, the HOME Program is to be used exclusively to expand housing opportunities for low-income households. The Consortium offers programs that assist households to purchase a home, rehabilitate their home, and provide security deposit assistance to tenants. The contract is about to expire.

Financial: This funding source brings in about \$400,000 to the two communities annually, half of which benefits City of Auburn residents.

Action Requested at this Meeting: Approval of Mutual Cooperation Agreement

Previous Meetings and History: April 16, 2013

A City Councilor asked for examples of projects that have been funded with HOME Investment Partnerships Program funds. A list is attached.

Attachments: Mutual Cooperation Agreement
List of Projects

*Agenda items are not limited to these categories.

AL (AUBURN-LEWISTON) CONSORTIUM

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

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

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

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

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

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

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

SECTION 1 - DEFINITIONS

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

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

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

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

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

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

SECTION 3 - DUTIES OF MEMBER UNITS OF LOCAL GOVERNMENT

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

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

SECTION 4 - FUNDING

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

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

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

d. Reservation of HOME Funds.

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

requirements of the HOME Program and this Agreement.

e. HOME Agreements.

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

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

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

h. Processing and Release of Project Funds.

(i) Pre-Release Requirements.

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

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

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

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

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

Auburn Lewiston HOME Consortium – Mutual Cooperation Agreement

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

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

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

SECTION 5 - SETASIDE FOR COMMUNITY HOUSING DEVELOPMENT ORGANIZATIONS

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

SECTION 6 - TERM OF AGREEMENT AND RENEWAL

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

SECTION 7 - REPAYMENT OF FUNDS AND PENALTIES

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

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

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

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

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

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

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

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

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

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

SECTION 9 - FAIR HOUSING

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

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

SECTION 10 – HOME/GENERAL PROVISIONS

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

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

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

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

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

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

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

h. Conflict of Interest.

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

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

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

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

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

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

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

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

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

n. Audit and Monitoring.

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

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

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

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

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

o. Indemnification.

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

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

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

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

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

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

minimum amounts indicated:

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

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

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

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

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

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

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

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

q. Displacement and Relocation.

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

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

v. Liens.

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

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

SECTION 11 - CHANGES

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

SECTION 12 - APPLICABLE LAW

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

SECTION 13 - SEVERABILITY

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

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

|

SIGNATORIES

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

Representative Member:

City of Auburn, by its
City Manager
Clinton Deschene

Witness

Member:

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

Witness

HOUSING PROJECTS FUNDED WITH
HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDS
April 19, 2013

RENTAL

Tedford Housing, 22 Pine Street, 6 units of supportive housing for homeless

Webster School Apartments, Webster Street, 28 units of affordable family housing

Vincent Square Apartments, 80 Mill Street, 17 units of affordable elderly housing

HOMEBUYER

31 homes purchased by low- and moderate income households, 21 of which are in target areas

HOMEOWNER REHABILITATION

44 homes occupied by low- and moderate income households were improved, 24 of which are in target areas

SECURITY DEPOSITS

94 security deposits for households at risk of homelessness

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 32-05062013

ORDERED, that the City Manager is authorized to sign the Auburn-Lewiston Consortium Mutual Cooperation Agreement to extend the consortium between the City of Auburn and City of Lewiston under the HOME Investment Partnerships Program for a three-year period.



City Council Agenda Information Sheet

City of Auburn

Council Meeting Date: May 6, 2013

Order 33-05062013

Author:

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: Supporting a spending freeze and emergency reserves

Information:

Financial:

Action Requested at this Meeting: Discussion with action to follow during the Council Meeting

Previous Meetings and History:

Attachments:

Proposed savings from FY13 budget
Order 33-05062013

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

**SUMMARY OF PROPOSED SAVINGS FROM FY 13 BUDGET
THROUGH JUNE 30, 2013**

Department	Account Name	Ranking	Amount	Totals
Assessing				
	Advertising	1	\$ 200	
	Vehicle Repairs	1	\$ 300	
	Training & Tuition	1	\$ 2,100	
	Travel-Mileage	1	\$ 263	
	Office Supplies	1	\$ 150	\$ 3,013
City Clerk				
	Wardens & Ward Clerks	1	\$ 3,700	
	Office Supplies	2	\$ 600	
	Voting Machines	1	\$ 383	
	Repairs-Equipment	3	\$ 500	
	General & Professional Services	1	\$ 1,500	
				\$ 6,683
City Manager				
	Regular Salaries	1	\$ 25,000	
	Training & Tuition	1	\$ 4,034	
	Travel-Mileage	1	\$ 3,000	
	Special Events	1	\$ 1,976	
	Dues & Subscriptions	1	\$ 1,072	
	Telephone	1	\$ 1,000	\$ 36,082
Engineering				
	Water Quality	1	\$ 2,500	
	Vehicle Repairs	1	\$ 400	
	Equipment Repairs	1	\$ 1,000	
	Training & Tuition	1	\$ 2,000	
	Travel-Seminar	1	\$ 400	
	Operating Supplies	1	\$ 1,400	
	Maintenance Supplies	1	\$ 1,000	
	MV Supplies	1	\$ 500	
	Gas & Oil	1	\$ 1,000	
	Telephone	1	\$ 1,000	\$ 11,200
Finance				
	Regular Salaries	1	\$ 7,500	
	Training & Tuition	1	\$ 200	
	Dues & Subscriptions	1	\$ 500	

	TIF Transfer Out	1	\$ 28,195	\$ 36,395
Fire				\$ -
Fringe Benefits				\$ 200,000
Health & Human Services				
	Training & Tuition	1	\$ 115	
	Travel-Seminars	2	\$ 200	
	Dues	1	\$ 30	\$ 345
Human Resources				
	Professional Development	1	\$ 1,475	
	Testing	1	\$ 1,000	
	Operating Supplies	1	\$ 1,300	\$ 3,775
ICT				
	Repairs	1	\$ 1,500	
	Training	3	\$ 2,100	
	Travel-Mileage	3	\$ 290	
	Travel-Seminar	1	\$ 2,720	
	Computer Hardware	3	\$ 11,000	
	Computer Software	1	\$ 7,000	
	Software Licensing	1	\$ 24,000	\$ 48,610
Library				
	Various Line Items	1	\$ 5,706	
	Various Line Items	2	\$ 2,750	
	Various Line Items	3	\$ 5,000	\$ 13,456
Parks & Recreation				
	Testing	1	\$ 894	
	Uniform Allowance	2	\$ 1,254	
	Office Supplies	3	\$ 584	
	Maintenance Supplies	3	\$ 1,843	
	Traffic Safety Supplies	3	\$ 600	
	Safety Equipment	3	\$ 429	
	Small Tools	2	\$ 1,504	
	MV Supplies-Tires/Tubes	1	\$ 1,475	
	Gas & Oil	3	\$ 8,463	
	MV Supplies-Plow/Grader Blades	1	\$ 986	
	Water/Sewer-Festival Plaza	1	\$ 4,000	
	Heating Fuel	3	\$ 22,326	
	Building Repairs	3	\$ 1,105	
	Vehicle Repairs	3	\$ 2,061	
	Equipment Repairs	3	\$ 2,016	
	Facilities Repairs	2	\$ 1,500	
	Mileage Reimbursement	3	\$ 177	

Dues & Subscriptions	3	\$	295		
Community Programs	3	\$	1,400		
Training & Tuition	2	\$	2,950	\$	55,862

Planning

Regular Salaries	1	\$	25,000		
Overtime	1	\$	500		
PS-General	1	\$	1,000		
Vehicle Repairs	1	\$	200		
Repairs & Supplies	1	\$	2,210		
Telephone	1	\$	1,000	\$	29,910

Police

Regular Salaries	1	\$	36,698		
Educational Incentive	2	\$	7,135		
Uniform Allowance	1	\$	5,309		
OSHA Safety Costs	1	\$	887		
OT Vac Replacement	1	\$	11,090		
OT Sick Replacement	1	\$	7,240		
OT Mandatory Training	1	\$	303		
OT Court	1	\$	3,860		
Testing	1	\$	1,582		
Training & Tuition	1	\$	16,075		
Travel	1	\$	850	\$	91,029
Less Overages				\$	(38,585)
Net Savings				\$	52,444
Net Revenue Increase				\$	44,314
Total Reduction				\$	96,758

Public Works

Regular Salaries	3	\$	30,000		
Centerline & Crosswalk Stiping	1	\$	8,000		
Pre-Mix Asphalt	3	\$	15,000		
Guard Rail Replacement	2	\$	20,000		
Scrap Metal Sale		\$	12,000	\$	85,000

Total Identified				\$	613,633
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Additional Monies Identified

Emergency Reserve		\$	300,000		
Overlay: Less Abatements (incl Lowes)		\$	228,055		

GRAND TOTAL IDENTIFIED				\$	1,141,688
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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 33-05062013

Whereas, the FY 2014 property tax commitment calculated revenue from BETE/BETR and Homestead twice;

Whereas, this error inflated non-property tax revenue, reducing tax commitment by \$1,732,413 dollars;

Whereas, it is the decision of the City to not issue a supplemental tax bill, and adopt all measures in remaining expenses in FY 2014;

Whereas, use of Emergency Reserve requires Council action pursuant to Charter Section 8.7 and 8.12;

Therefore, be it hereinafter ordered that the City Council of the City of Auburn authorize the use of overlay in the amount of \$228,055 and Emergency Reserve, that otherwise would pass to undesignated general fund balance, in the amount of \$300,000 to reduce the tax commitment shortfall.



City Council Information Sheet

City of Auburn

Council Meeting Date: May 6, 2013

Subject: Executive Session

Information: Executive Session regarding a 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: May 6, 2013

Subject: Executive Session

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

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

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- D. Labor contracts
- E. Contemplated litigation
- F. Discussions of information contained in records made, maintained or received by a body or agency when access by the general public to those records is prohibited by statute;
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- 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: May 6, 2013

Subject: Executive Session

Information: Executive Session regarding economic development, pursuant to 1 M.R.S.A. §405(6)(C).

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

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- D. Labor contracts
- E. Contemplated litigation
- F. Discussions of information contained in records made, maintained or received by a body or agency when access by the general public to those records is prohibited by statute;
- G. Discussion or approval of the content of examinations administered by a body or agency for licensing, permitting or employment purposes; consultation between a body or agency and any entity that provides examination services to that body or agency regarding the content of an examination; and review of examinations with the person examined; and
- H. Consultations between municipal officers and a code enforcement officer representing the municipality pursuant to Title 30-A, section 4452, subsection 1, paragraph in the prosecution of an enforcement matter pending in District Court when the consultation relates to that pending enforcement matter.